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Agenda and Attachments, 2013 June 26

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University of
Connecticut



B o a r d o f



T R U S T E E S

**MEETING OF THE BOARD OF TRUSTEES
UNIVERSITY OF CONNECTICUT**

AGENDA

University of Connecticut
Rome Commons Ballroom
South Campus Complex
Storrs, Connecticut

June 26, 2013

BOARD OF TRUSTEES SCHEDULE OF THE DAY

8:30 a.m.	Committee on Compensation Meeting (Portico)
9:30 a.m.	Academic Affairs Committee Meeting
9:45 a.m.	Financial Affairs Committee Meeting (Budget Workshop)
12:00 p.m.	Board of Trustees Meeting

BOARD MEETING AGENDA

Call to order at **12:00 p.m.**

1. Public Participation
2. Chairman's Report
 - (a) Matters outstanding
 - (b) Board recognitions
 - (c) Minutes of the meeting of April 24, 2013
 - (d) Consent Agenda Items:
 - (1) Contracts and Agreements for the Storrs-based programs and the Health Center (Attachment 1)
 - (2) Promotion and Tenure Recommendations (Attachment 2)
 - (3) Naming Recommendation for The Chase Family Surgical Waiting Room (Attachment 3)
 - (4) Separation Policy for Managers and Confidential Employees (Attachment 4)
 - (e) Informational items:
 - (1) Notification of Proposed Changes to the *By-Laws of the University of Connecticut* Regarding the Reporting Structure of the Executive Vice President for Health Affairs (Attachment 5)
 - (2) Notification of Proposed Changes to the *By-Laws of the University of Connecticut* (Article XIV – The University Staff, Section K – Retirement) (Attachment 6)
3. President's Report
4. Academic Affairs Committee Report
 - (a) Report on Committee activities

- (b) Informational item:
 - (1) Faculty Consulting Program Reports (Attachment 7)
- 5. Financial Affairs Committee Report
 - (a) Report on Committee activities
 - (b) Items requiring Board discussion and approval:
 - (1) Memorandum of Understanding between the University of Connecticut Foundation and the University of Connecticut for Fiscal Year 2014 (Attachment 8)
 - (2) Master Lease Agreement Between Banc of America Public Capital Corp and the University of Connecticut including the UConn Health Center (Attachment 9)
 - (3) Spending Plan for Fiscal Year 2014 for the University of Connecticut, Storrs and Regional Campuses (Attachment 10)
 - (4) UCONN 2000 Fiscal Year 2014 Capital Budget (Attachment 11)
 - (5) Fiscal Year 2014 Deferred Maintenance/Code/ADA Renovation Lump Sum Project List (Attachment 12)
 - (6) Revised Allocation of Bond Authorizations as set forth in the Seventeenth Supplemental Indenture (University of Connecticut General Obligation Bonds) (Attachment 13)
 - (7) Nineteenth Supplemental Indenture Authorizing University of Connecticut General Obligation Bonds (Attachment 14)
 - (8) Comprehensive Per-Credit-Hour Fee Structure for Online Graduate Certificates and Programs (Attachment 15)
 - (9) Project Budget (Planning) for Beach Hall Renovations – Molecular Cell Biology Laboratory for New Faculty (Attachment 16)
 - (10) Project Budget (Planning) for the New Faculty Renovations – White Building, Animal Science Lab (Attachment 17)
 - (11) Project Budget (Planning) for the UConn Health Center Main Building Renovation; Lab (“L”) Building Renovations – Project 2 (Attachment 18)
 - (12) Project Budget (Planning) for the UConn Health Center Roadway and Intersection Improvements (Attachment 19)
 - (13) Project Budget (Design) for Heating Plant Upgrade – Boiler Reliability Improvements (Attachment 20)
 - (14) Project Budget (Design) for Heating Plant Upgrade – Improve Condensate Return System (Attachment 21)
 - (15) Project Budget (Revised Design) for the UConn Health Center CLAC Renovation (Attachment 22)
 - (16) Project Budget (Final) for the UConn Health Center UConn Medical Group (UMG) – Clinical Space Fit-Out, Storrs Center (Attachment 23)

6. Health Center Report
 - (a) Report on Health Center activities
 - (b) Item requiring Board discussion and approval:
 - (1) Fiscal Year 2014 Temporary Spending Plan for the University of Connecticut Health Center (Attachment 24)
7. Joint Audit and Compliance Committee Report
 - (a) Report on Committee activities
8. Buildings, Grounds and Environment Committee Report
 - (a) Report on Committee activities
9. Construction Management Oversight Committee Report
 - (a) Report on Committee activities
10. Student Life Committee Report
 - (a) Report of Committee activities
11. Institutional Advancement Committee Report
 - (a) Report on Committee activities
 - (b) Development Progress Executive Summary (Attachment 25)
12. Committee on Compensation Report
 - (a) Report on Committee activities
13. Other business
14. Executive Session anticipated.
15. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please call the Board of Trustees Office at (860) 486-2333 prior to the meeting.*

ATTACHMENT 1

CONTRACTS AND AGREEMENTS
FOR APPROVAL
June 26, 2013

PROCUREMENT - NEW

ON-CALL INFORMATION TECHNOLOGY SERVICES

No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose
1	Fairfax Data Systems, Inc.	UC-14-PG111412-1	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITs needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITs service contracts and reduce contract redundancy and overlap, while retaining UITs ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITs staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.
2	Infowave Systems, Inc.	UC-14-PG111412-2	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITs needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITs service contracts and reduce contract redundancy and overlap, while retaining UITs ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITs staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.
3	On-Line Systems, Inc.	UC-14-PG111412-3	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITs needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITs service contracts and reduce contract redundancy and overlap, while retaining UITs ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITs staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.
4	Tri-Com Consulting Group, LLC	UC-14-PG111412-4	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITs needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITs service contracts and reduce contract redundancy and overlap, while retaining UITs ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITs staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.

PROFESSIONAL EDUCATION SERVICES

No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose
1	Academic Centers Abroad, LLC	SS051413	\$1,450,000	09/01/13-08/31/14	Auxiliary Services	Kevin Brennan, PhD, Executive Program Director, Office of Global Affairs - Study Abroad	Tuition, accommodations, visa and other immigrations documentation, emergency phone line, and other services for up to 94 students participating in the University's study abroad programs at the Institute for Fine and Liberal Arts at the Palazzo Rucellai (Italy) during the 2013-2014 Academic Year and for up to 62 students participating in the 2014 Summer Program. This is the result of a sole source justification based primarily on continuity of existing program and the unique programming offered by this vendor. Zero (0) options to extend. The expenses associated with this contract are borne by the participating students, not by the University.

PROCUREMENT - AMENDMENTS

A/V EQUIPMENT AND INSTALLATION

No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	HB Communications, Inc.	UC-07-KJ110106	\$3,550,000 [Contract Previously Approved at \$16,411,577; Total New Contract Value \$19,961,577]	03/15/07-12/31/14	Multiple Sources	Matthew Larson, Director of Procurement Services	\$15,142,264	\$1,697,030	\$3,182,807	Audio/visual equipment and installation for all University campuses, including UCHC. Amend to increase contract value by \$3,550,000, for a total new contract value of \$19,961,577. Amend to extend term by one (1) year, to 12/31/2014. One (1) of eight (8) one (1) year extensions remaining.

CONTRACTS AND AGREEMENTS
FOR APPROVAL
June 26, 2013

PROCUREMENT - AMENDMENTS (Continued)										
MARKETING SERVICE										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	GO Media, LLC	UC-KA040308-8	\$0 [Contract Previously Approved at \$2,536,000; Contract Value Remains the Same]	07/14/08-10/31/13	Auxiliary Services	Warde Manuel, Director of Athletics	\$2,157,686	\$379,890	\$465,871	Development and implementation of a media campaign to increase the sale of football and basketball tickets for the Division of Athletics. Amend to extend term by four (4) months to 10/31/13. Zero (0) extensions remaining.
PROFESSIONAL EDUCATION SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	Connecticut Urban Legal Initiative, Inc.	UC-12-KJ112610	Reduction of \$3,372,507 [Contract Previously Approved at \$4,496,676; Total New Contract Value \$1,124,169]	08/01/11-07/31/14	Multiple Sources	Willajeane McLean, Interim Dean School of Law	\$655,765	\$374,723	\$0	Provide classroom and clinical legal education for two Law School courses during each of the fall and spring semesters. Reduce authorization by \$3,372,507, for a total new authorized value of \$1,124,169. Reduction brings the authorized amount in line with contract term. Amend to extend term by one (1) year, to 07/31/14. Two (2) of three (3) one (1) year extensions remaining.
TRAVEL SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	Orbitz for Business, Inc.	UC-06-WH021705	\$0 [Contract Previously Approved at \$2,868,908; Contract Value Remains the Same]	10/21/10-12/31/13	Multiple Sources	Matthew Larson, Director of Procurement Services	\$1,954,247	\$778,247	\$668,185	Online travel services for faculty, staff and students of the University, including UCHC, traveling on official University business. This entry clarifies that this contract, initially approved as an amendment on 2/18/10, was a new contract. Amend to extend term by six (6) months, to 12/31/13. Zero (0) extensions remaining.
2	Oenoke Holdings, LLC (d/b/a Worldtek Travel Management)	UC-09-KJ071808	\$331,520 [Contract Previously Approved at \$4,300,000; Total New Contract Value \$4,631,520]	05/01/09-12/31/13	Multiple Sources	Matthew Larson, Director of Procurement Services	\$3,969,872	\$827,900	\$933,404	Travel services, other than online travel services, for faculty, staff and students of the University, including UCHC, traveling on official University business. Amend to increase contract value by \$331,520, for a total new contract value of \$4,631,520. Amend to extend term by six (6) months, to 12/31/13. Part of one (1) of four (4) one (1) year extensions remaining.

CONTRACTS AND AGREEMENTS
FOR APPROVAL
June 26, 2013

PROPERTY LEASE AGREEMENTS

UNIVERSITY AS LESSOR

No.	Lessee	Annual Amount Receivable	Term	Fund Source	Program Director	Purpose
1	Arrow Pharmacy	\$120,000.00	12/01/14-11/30/39	Revenue Generating	Anne Diamond, Chief Operating Officer	25 year lease for an estimated 2,552 square ft. of space in the Ambulatory Care Center building located on the UCHC campus in Farmington, CT. UCHC to deliver "raw box" for Arrow Pharmacy to fit up space. Includes CAM Estimated at \$6.50 per sq. ft. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
2	Global Information Inc.	\$25,000.00	08/01/13-01/31/14	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 2,075 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
3	Donald R. Grayson, MD	\$16,666.67	07/01/13-01/31/16	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 758 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
4	Subway Real Estate, LLC	\$36,000.00	07/01/13-06/30/18	Operating Fund - General	Laura A. Cruickshank, Master Planner and Chief University Architect	A new commercial lease of retail space not to exceed 551 square feet, plus additional 78 square feet of storage space in the building known as the Student Union Building on the Storrs Campus, Storrs, Connecticut. Rent will be 10% of the gross sales, with a minimum amount receivable of \$36,000 per year. This lease shall be for the operation of a Subway franchise in the food court.
5	Tunxis Wealth Management, LLC	\$35,000.00	07/01/13-08/31/14	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 1,092 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
6	Scott A. Wilson	\$50,000.00	07/01/13-08/31/14	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 1,380 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.

UNIVERSITY AS LESSEE

No.	Lessor	Annual Amount Receivable	Term	Fund Source	Program Director	Purpose
1	AIDS Project New Haven, Inc.	\$5,700.00	07/01/13-04/30/18 (includes one year renewal option)	Grant Funded (Federal NIH)	Nancy Petry, Ph.D. Calhoun Cardiology Center	Rental of space, 91 sq. ft., 5 days per week. The leased space will be used for the recruitment of subjects for a research study, as well as for study visits throughout the duration of the study. Rent is \$475/month. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
2	Farmington Exchange, LLC	\$312,740.00	07/01/13-06/30/16 (includes one year renewal option)	Operating Fund - General	Thomas F. Babor, Ph.D., MPH Community Medicine & Healthcare	16,460 square feet renewal at The Exchange at \$19.00 per square feet. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
3	Connecticut Children's Medical Center	\$79,255.00	07/01/13-06/30/14	Operating Fund - General	R. Lamont MacNeil, Dean School of Dental Medicine	One year lease renewal for 3,000 sq. ft. of space at CT Children's Medical Center. The space will be used for dental office services. This lease is entered on behalf of the school of Dental Medicine. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
4	Primary Care Physicians of Central Connecticut	\$39,500.00	05/01/13-04/30/14	Operating Fund - General	Dr. Bruce Liang, Director Calhoun Cardiovascular Center	One year lease renewal for 456 sq. ft. of space at 7 Washington Avenue, Plainville, CT. This space will be used for Cardiology and Echocardiography services. This lease is entered on behalf of Uconn Medical Group. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.

ATTACHMENT 2

**PROMOTION AND TENURE RECOMMENDATIONS
UNIVERSITY OF CONNECTICUT
PRESENTED TO THE BOARD OF TRUSTEES – June 26, 2013**

PROMOTION TO ASSOCIATE CLINICAL PROFESSOR– NON-TENURE TRACK (Revised)

René Roselle

Curriculum and Instruction

Neag School of Education

Effective July 1, 2013:

TENURE AS PROFESSOR

Timothy S. Fisher

School of Law

Effective August 23, 2013:

TENURE AS PROFESSOR

Deborah Shelton

School of Nursing

TENURE AS ASSOCIATE PROFESSOR

Leila Ladani

Mechanical Engineering

School of Engineering

Stefan Kaufmann

Linguistics

College of Liberal Arts & Sciences

Jon Sprouse

Linguistics

College of Liberal Arts & Sciences

PROMOTION TO PROFESSOR AND TENURE

Molly Land

School of Law

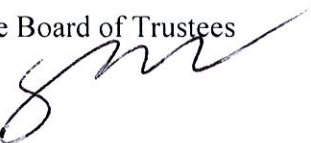
ATTACHMENT 3



University of Connecticut
Office of the President

Susan Herbst
President

June 26, 2013

TO: Members of the Board of Trustees
FROM: Susan Herbst 
RE: Naming Recommendation for The Chase Family Surgical Waiting Room

RECOMMENDATION:

That in accordance with its policies, procedures and guidelines, the Board of Trustees hereby agrees to name the surgical waiting room to be built in the new patient tower at the University of Connecticut Health Center in Farmington, Connecticut, the Chase Family Surgical Waiting Room.

BACKGROUND:

The Chase Family has made a gift totaling \$250,000 through their individual foundations: The Cheryl Chase and Stuart Bear Family Foundation; The Rhoda and David Chase Family Foundation; and The Sandy and Arnold Chase Family Foundation, Inc.

The Chase Family is recognized as 1881 Circle members of the Founders Society. The Chase Family has a significant history of giving to the University, having established the Chase Family Chair in Juvenile Diabetes, the Chase Family Skeletal Biology Research Fund (for which the Chase Family Research Floor and Laboratories were named), and the Cheryl A. Chase Endowment at the School of Law (for which Cheryl A. Chase Hall is named). The family has also supported the Melanoma Research and Dermatology programs at the UConn Health Center. Total family giving to date has exceeded \$3.3M.

Their most recent gift of \$250,000 is the first philanthropic gift to name a space in the New Patient Tower. The New Patient Tower, a critical component of Bioscience Connecticut, will include eleven levels and house key patient areas, including the emergency department, surgery suite, MRI suite, inpatient rehab, and patient education space. The Chase Family Surgical Family Waiting Room will consist of approximately 1,300 square feet of space on the ground floor in the New Patient Tower. The waiting area will provide a welcoming environment for families of patients undergoing surgery.

This naming recommendation was approved by the Institutional Advancement Committee at its June 11, 2013 meeting.

An Equal Opportunity Employer

Gulley Hall
352 Mansfield Road Unit 2048
Storrs, Connecticut 06269-2048

Telephone: (860) 486-2337
Facsimile: (860) 486-2627

ATTACHMENT 4




University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

Richard D. Gray
*Executive Vice President
for Administration
and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray, 
Executive Vice President for Administration and Chief Financial Office

RE: Separation Policy for Managers and Confidential Employees

RECOMMENDATION:

That the Board of Trustees approve the attached "Separation Policy for Board of Trustees Exempt Managers and Confidential Employees." The policy provides guidelines for benefits to employees who are separated involuntarily for reasons unrelated to misconduct or job performance.

BACKGROUND

The administration recommends the adoption of a single uniform policy that would govern the separation of managers and confidential employees. By statute, management and confidential employees are not eligible for collective bargaining and are generally employed at-will. This policy does not apply to management employees who have academic tenure. The policy would apply to eligible employees at all campus locations including the UConn Health Center.

The proposed policy is modeled after, and would replace, the existing Health Center policy that was last updated on November 16, 2001 (Policy Number 2001-04). The other units of the University have not previously adopted a comparable policy. The proposed policy is substantially identical to the existing Health Center policy with the following changes:

- The proposed policy requires the employee to execute a general release of liability in order to receive separation benefits. The current Health Center policy is viewed by some as an entitlement which requires the payment of benefits while leaving the Health Center vulnerable to suit for additional compensation.

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352 Mansfield Road Unit 2122
Storrs, Connecticut 06269-2122

Telephone: (860) 486-3455
Facsimile: (860) 486-1070

- The proposed policy provides clear guidelines for notice or severance pay and other post-employment benefits but allows the University some discretion to customize the benefits.

The proposed policy provides consistency between the Health Center and the rest of the University. It only applies to Managerial and Confidential employees who are separated for reasons other than misconduct or job performance. The policy will mitigate the hardships posed by an unexpected job loss. It will aid in the recruitment and retention of high quality employees in these employment categories. It will simultaneously help protect the University from employment-related claims and litigation.

The full text of the proposed policy is attached.

SEPARATION POLICY FOR UNCLASSIFIED BOARD OF TRUSTEES EXEMPT MANAGERS AND CONFIDENTIAL EMPLOYEES

POLICY STATEMENT

This policy applies to the University of Connecticut at Storrs, all regional campuses including the Schools of Law and Social Work and the University of Connecticut Health Center. Managerial and Confidential employees of the University of Connecticut who do not have academic tenure are generally employed at-will and may be separated from employment for any lawful reason without advance notice. Management and Confidential employees who are involuntarily separated from the University of Connecticut for reasons unrelated to their job performance such as lay off, position elimination, or management reorganization may, at the sole and exclusive discretion of the University, be eligible for separation benefits in accordance with this policy. This policy does not apply to: (i) separation of an employee due to voluntary resignation or retirement; (ii) separation of an employee as the result of disciplinary action or for misconduct; or (iii) separation of an employee due to job performance.

SEPARATION BENEFITS

The separation benefits, if offered, will be in accordance with the guidelines provided below.

1. Release

In order to receive separation benefits, the employee must execute a separation agreement and general release in a form acceptable to the University.

2. Notice and/or Lump Sum Payment

At the discretion of the employer, the University may offer one of the following:

- (a) written notice in advance of the effective date of separation, based on years of credited service at the University as shown below;
OR
- (b) lump sum payment of salary in lieu of notice according to years of credited service at the University as shown below;
OR
- (c) a combination of written notice and lump sum payment up to the maximum allowable limit, based on years of credited service at the University as shown below.

	<u>Years of Service</u>	<u>Notice Period or Lump Sum Payment</u>
Less than	1 year	--0--
Minimum	1 year	2 months
Minimum	2 years	3 months
Minimum	4 years	4 months
Minimum	6 years	5 months
Minimum	8 years	6 months

3. Health Insurance

If the separating employee is receiving health insurance through the University, the University may extend the employee's health insurance beyond the date of separation until the earlier of (a) up to six months (or such shorter time as the University specifies) or (b) when the separated employee becomes employed with an employer who offers health insurance.

Upon expiration of University-subsidized health insurance, the separated employee may elect to purchase additional health insurance continuation by paying the employee and employer share of the premium as provided by relevant state and/or federal law.

4. Outplacement Counseling

The University may choose, in its discretion, to offer job search assistance, career counseling or outplacement services.

EXCEPTIONS

Compensation or benefits in excess of this Policy may only be extended for good cause and only with the written approval of both the relevant Vice President or Vice Provost and the Director of Labor Relations.

ATTACHMENT 5



University of Connecticut
Office of the Provost

June 26, 2013

TO: Members of the Board of Trustees

FROM: Mun Y. Choi, Provost

Frank M. Torti, Executive Vice President for Health Affairs

RE: Notification of Proposed Changes to the *By-Laws of the University of Connecticut*
Regarding the Reporting Structure of the Executive Vice President for Health
Affairs

NOTIFICATION:

It is recommended that the Board of Trustees amend the *By-Laws of the University of Connecticut* regarding the reporting structure of the Executive Vice President for Health Affairs.

BACKGROUND:

The *By-Laws of the University of Connecticut* may be amended at any regular meeting of the Board by a recorded majority of all members of the Board, provided that notice of any proposed amendment, including a draft thereof, shall have been given at the previous regular meeting. This document represents such notice and the resolution calling for the described amendments should be acted upon at the next meeting of the Board. This is a re-notification of proposed changes, following the initial posting at the April 24, 2013, Board of Trustees meeting.

The proposed amendments will align the University By-Laws with the current reporting structure of the Executive Vice President for Health Affairs and Dean of the School of Medicine. Currently, the Executive Vice President for Health Affairs reports to the President and the Dean of the School of Medicine reports to the Provost. The proposed amendments will remove the dual reporting to the President and Provost; instead, the Executive Vice President for Health Affairs and Dean of the School of Medicine will report to the President only. In cases where the Executive Vice President is different from the Dean of the School of Medicine, the Dean would report to the Executive Vice President. The Dean of the School of Dental Medicine will continue to report to the Provost.

In addition to the changes described above, minor amendments are proposed to align titles and practices of the University with the By-Laws.

For the information of the Board, also attached is the original language of the University By-Laws, with indications of the proposed amendments.

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Gulley Hall
352 Mansfield Road Unit 1086
Storrs, Connecticut 06269-1086

web: www.uconn.edu

**BY-LAWS
OF THE
UNIVERSITY OF CONNECTICUT**

ARTICLE I – Board of Trustees

The functions of the Board of Trustees are legislative and not executive. The Board appoints the President; determines the general policy of the University, including the establishment of new schools and colleges; makes laws for its government; manages its investments; and directs the expenditure of funds. It shall be the duty of each Trustee to participate in all meetings.

ARTICLE II – Organization of the Board of Trustees

- A.** The corporate authority of the University of Connecticut is vested in a Board of Trustees.
- B.** Election of officers of the Board shall be conducted once a year.
- C.** The yearly schedule of regular meetings of the Board of Trustees shall be filed in advance in the Office of the Secretary of the State, as required by Statute. Prior written notice of any change in the scheduled time or location of a regular meeting shall be published and filed as required by Statute.
- D.** Special meetings of the Board of Trustees shall be called by the Chair upon the request of at least five members.
- E.** A written notice of regular meetings shall be sent to each member at least one week before the date set for the meeting.

Special meetings may be held no less than twenty-four hours after officially requested. Notice of special meetings shall specify the time and place of the meeting and the business to be transacted. Written notice of special meetings must be delivered to each Board member prior to the special meeting.

Emergency meetings may be convened at any time without formal notice requirements.

- F.** A majority of the current membership of the Board shall constitute a quorum for the transaction of all business.
- G.** Ordinarily, the last Board meeting of the spring semester shall be the regular meeting for the recommendations by the Provost and Executive Vice President for Academic Affairs for promotion of faculty members and for the award of academic tenure. Appointments to positions not leading to tenure and reappointments of those in probationary positions do not require prior action by the Board, but will be reported to them.

ARTICLE III – Rules of Procedure and Order of Business of the Board of Trustees

- A.** General parliamentary rules, except as modified by the rules and regulations of the Board, shall be observed in conducting the business of the Board in session. Members may participate in Board and Committee meetings by speakerphone.
- B.** So far as practicable, the order of business for regular meetings of the Board shall be set by the Secretary to the Board and shall follow a standard format.
- C.** Recommended adjustments to tuition and fees shall be developed and presented to the Board for action during the academic year. Prior to making such recommendations, the process shall provide an opportunity for campus community comment upon the recommended actions.

D. Public Participation

Under the conditions described below, the Board shall hear brief oral presentations from members of the public who wish to express views on issues pending before the Board or on other issues of concern to the University. The agenda for each regular public meeting of the Board shall allot up to thirty minutes for this purpose:

1. Requests to address the Board shall be made to the Chair or the Executive Secretary of the Board prior to the public meeting. In signing up to address the Board, each speaker shall specify the topic on which he/she wishes to remark.
2. The Chair of the Board shall recognize each speaker in the order of signing up, shall request proper identification, and shall use discretion in requiring adherence to such individual and total time limits as will permit the orderly progress of the Board through its agenda.
3. At a special meeting of the Board, comment by members of the public shall be limited specifically to the subject described in the call of the special meeting.

ARTICLE IV – Officers of the Board of Trustees

- A.** The officers of the Board of Trustees, apart from the Governor, who is President *ex officio*, shall be a Chair, Vice-Chairs, and a Secretary.
- B. The duties of the Chair shall be as follows:**
 1. To call special and emergency meetings of the Board when necessary.
 2. To preside, in the absence of the Governor, at all meetings.

The Chair is privileged to make or discuss motions and to vote on all questions.

- C. The chairs of all standing committees shall be designated vice-chairs of the Board of Trustees. At the Board's annual organization meeting, the Chair of the Board of Trustees shall designate a vice-chair who shall act for the Chair of the Board of Trustees in case of his/her absence or incapacity.
- D. **The duties of the Secretary shall be as follows:**
1. To notify all members of the Board of Trustees of all regular meetings at least one week in advance.
 2. To call meetings of the Board in the absence of the Chair and vice-chair designated by the Chair to act in his/her absence.
 3. To call meetings of the Board in case the Chair fails to do so, upon receipt of a request of at least five members of the Board.
 4. To keep a record of all meetings and transmit a copy of the minutes of each meeting to every member of the Board at least one week prior to the next meeting.

ARTICLE V – Committees of the Board of Trustees

- A. The Board shall act as a committee of the whole on all matters requiring action with the exception of those listed in items B, C.1., D, and E below.
- B. **Executive Committee**
1. *Membership*
The Executive Committee shall consist of the Board Chair and the chairs of all the Board's standing committees. The President shall serve as an *ex officio* nonvoting member. The Chair of the Board shall chair this committee. A simple majority shall constitute a quorum. It shall meet at such times as deemed necessary by the Chair.
 2. The Executive Committee shall exercise in emergencies all the authority of the Board of Trustees, consistent with the policies of the Board or with any action taken earlier by the Board. For purposes of executive committee action, a matter shall be deemed an emergency circumstance when delaying action until the full Board's next meeting could result in significant risk, expense, or disruption to the University or its operations.
 3. The committee shall not preempt the Board except in those emergency circumstances that do not permit the handling of a matter in the normally prescribed manner by the Board, and shall report to the full Board any action taken at the next regular meeting of the Board.
- C. The Board may appoint from time to time such special or standing committees as may be necessary to make studies or preliminary investigations necessary for determining Board action. Special committees are automatically discharged when their reports are acted upon by the Board or when the Board determines no action is warranted.

1. The standing committee charged with review of matters related to buildings, grounds, and environment may take action on behalf of the Board under emergency circumstances when delaying action until the full Board's next meeting could result in significant risk, expense, or disruption to the University or its operations. Such actions shall be reported to the full Board at its next regular meeting.
- D.** The committee of the Board of Trustees having cognizance over financial matters is authorized to buy and sell securities and the Chair of this committee is authorized to instruct the Executive Vice President for Administration and Chief Financial Officer or the University Controller to execute the necessary assignment.
- E.** A standing committee shall be established with jurisdiction over the University of Connecticut Health Center, the Schools of Medicine and Dental Medicine and the John Dempsey Hospital, and its core administrative units.
1. The name of the committee will be "Board of Directors of the University of Connecticut Health Center."
 2. *Authority*
 - a. The Board of Directors is authorized to approve the following:
 - i. Grants, contracts, and indemnifications.
 - ii. Compensation plans and labor contracts.
 - iii. Faculty promotion, tenure, reappointments, and sabbatical leaves.
 - iv. Medical staff appointments.
 - v. Adjudication of all issues including, but not limited to, faculty grievances related to award of promotion, tenure, reappointments, compensation, and merit or incentive pay.
 - vi. Staffing levels.
 - vii. Business contracts and arrangements.
 - viii. General operating policies and by-laws related to operations, administration, and clinical affairs.
 - ix. Space allocations.
 - x. Strategic planning.
 - xi. New academic programs or the elimination of academic programs.
 - xii. Changes in by-laws of the Schools of Medicine and Dental Medicine.

- b. The Board of Directors will act in an advisory capacity to the Board of Trustees in the following areas:
 - i. Annual operating budget.
 - ii. Annual capital budget.
 - iii. Changes in the fundamental mission of the University of Connecticut Health Center.
 - iv. Development and fundraising program.
 - v. Declaration of fiscal exigency, closure of academic departments, and/or changes in policies related to tenure.
 - vi. Any areas set forth in state statute that specifically require the Board of Trustees to act as a committee of the whole.

3. *Membership*

The Board of Directors of the University of Connecticut Health Center shall have 18 members.

a. *Terms*

With the exception of the President of the University, the Secretary of the Office of Policy and Management, and the Commissioner of the Department of Public Health, members will serve for three year staggered terms. Members may serve a maximum of two full terms as a regular member plus a maximum of two additional terms when serving as an officer. Initial appointment to fill the balance of a vacant term shall not count toward the maximum of two full terms. Officers will include the Chair, vice-chair/secretary, and treasurer.

b. *Appointment process*

- i. One member appointed by the Chair of the Board of the Trustees. This member will chair the Board of Directors.
- ii. Two members from the Board of Trustees appointed by the Chair of the Board of Trustees.
- iii. The President of the University. This appointment runs co-terminus with the position of the President.
- iv. Three members appointed by the Governor.
- v. The Secretary of the Office of Policy and Management or a deputy undersecretary designated by the Secretary. This appointment runs co-terminus with holding the position of Secretary.
- vi. The Commissioner of the Department of Public Health. This appointment runs co-terminus with holding the position of Commissioner.

- vii. Nine additional members to be selected by a nominating committee. The members of the nominating committee will be chosen by the Board of Directors and shall include the Chair of the Board of Trustees and the Executive Vice President for Health Affairs as voting members.

4. *Subcommittees*

The Board of Directors may establish standing subcommittees or ad hoc committees as needed.

a. Membership

- i. The Board of Directors shall appoint the members of its subcommittees.
- ii. With the exception of the Peer Review Committee, a minimum of one-half of the voting membership shall be comprised of Board of Directors members.
- iii. The Board of Directors may appoint non-voting members to its subcommittees.

b. Peer Review Committee

- i. The Peer Review Committee will also be known as the “Joint Conference Committee.”
- ii. The sole topics of discussion shall be those that require confidentiality protection.
- iii. Peer Review Activities
The Board of Directors functions in some of its activities as a Medical Review Committee conducting peer review as defined in Chapter 368a of the Connecticut General Statutes, as amended from time to time. When acting as a Medical Review Committee, the Board reviews and acts on reports or recommendations from peer review committees of the hospital or medical staff and participates in the evaluation of the quality and efficiency of health care services ordered and performed, including, but not limited to, review of the credentials, qualifications and activities of medical staff members, or applicants; evaluating and improving the quality of health care services rendered; analyzing clinical practices within the hospital; reviewing studies of utilization and medical audits; reviewing studies of morbidity and mortality; and reviewing analysis of sentinel events or potential claims. When the Board, or its officers, committees or subcommittees on its behalf, participate in these or similar studies, reviews, discussions, and actions, the Board is a Medical Review Committee conducting peer review. Proceedings of such peer review activities conducted by the Board, including data and information gathering, analyses, and reporting by authorized individuals for the primary purpose of these peer review activities, as well as minutes and other documents from meetings or portions of meetings addressing peer review, shall be kept strictly confidential.
- iv. Reports of the Peer Review Committee shall be presented to the Board of Directors in executive session only.

c. Authority of subcommittees

The subcommittees will report to the Board of Directors. The Board of Directors may delegate selected duties and authority as it deems necessary and appropriate to a subcommittee if such authority is approved at any regular meeting of the Board of Directors by a recorded majority vote.

F. Membership on Committees other than the Board of Directors of the University of Connecticut Health Center

1. The Board of Directors may appoint individuals who are not Trustees to be voting or non-voting members of its committees provided that a majority of the voting membership of all committees shall be comprised of Board of Trustees members. The Board may specify a term for any such appointments.
2. As to any Board action which is permitted to be taken by a committee of the Board on behalf of the Board, the presence of a quorum for such matter and the vote on any such matter will be determined on the basis of only the Trustee members of the committee.

ARTICLE VI – President of the University

A. The President is the chief executive of the University. In this capacity, the President is responsible for carrying out and enforcing all policies and regulations adopted by the Board for the operation of the University and is given authority requisite to that end.

B. The President may participate in all discussions in Board meetings, but shall not vote. The President is an *ex officio* member of all committees of the Board, but shall not vote.

C. The duties of the President shall be as follows:

1. To attend all meetings of the Board except when the Board requests otherwise.
2. To submit to the Board from time to time such recommendations and information concerning any phase of University policy or administration as may seem necessary to the best interests of the University.
3. To appoint, direct, and guide those members of the University staff who report to him/her.
4. To call and preside over meetings of the University Senate.
5. To oversee the development, implementation, and regular updating of the University's Strategic Plan.
6. To appoint such committees as he/she deems necessary and define their duties.
7. To act as the official medium of communication between the Board of Trustees, University officers, and staff members.

8. To sign diplomas of students certified for graduation.
9. To summarize and coordinate the budget estimates submitted by schools, colleges, divisions, and departments, and in consultation with the Provost and Executive Vice President for Academic Affairs and the Vice Presidents, prepare a budget adjusted to the income and the needs of the University.
10. To preserve at the University all papers and records ordered on file by the Board.
11. To present to the Board for prior approval the annual budget for each fiscal year.
12. To be the official representative of the Board of Trustees in all matters affecting the University which come before the General Assembly.
13. To be the official representative of the Board of Trustees in all matters affecting the University, which involve other departments of State Government or relations with the Federal Government.
14. To provide leadership in external relations, development, and fundraising.
15. To prepare such reports as are required by the Board, the State, and the Federal Government.
16. To make such organizational changes in University structure as does not affect degree programs or majors and report these matters to the Board at the next Board meeting. All actions involving the degree programs and the structure of schools and colleges will be brought to the Board for approval.

D. The Division of Athletics is directly responsible to the President

It is the function of the Division of Athletics:

1. To organize and carry out programs of athletic sports activities intended to meet the health and recreational needs of students and staff members.
2. To cooperate with the Department of Student Health Services in determining the students whose athletic and sports activities should be especially restricted.
3. To foster athletic and sports activities in line with good health and citizenship between this institution and competing institutions and in the whole area of public relations.

E. The President shall consult with the senior officers of the University and such other members of the administration as he/she may convene, on matters of University policy and procedure as he/she feels appropriate.

ARTICLE VII – The Provost and Executive Vice President for Academic Affairs, the Executive Vice Presidents, and the Vice Presidents

- A.** The Provost and Executive Vice President for Academic Affairs, the Executive Vice Presidents, and the Vice Presidents report to the President. They shall give direction and assistance to the deans and directors with respect to their administrative duties and shall accept such other responsibilities as may be assigned to them by the President.

B. Provost and Executive Vice President for Academic Affairs

1. The Provost and Executive Vice President for Academic Affairs (hereafter referred to as ‘the Provost’) is the chief academic officer and, in this capacity, is responsible for managing the academic operations of the University, except for matters in the School of Medicine, which are the responsibility of the Executive Vice President for Health Affairs. He/she also coordinates the formulation of policies and administration of all schools, colleges, divisions, institutes, and regional campuses of the University.
2. *The Provost shall:*
 - a. Serve as Acting President in the absence of the President and be a member of the President’s cabinet.
 - b. Attend all meetings of the Board of Trustees, except when the Board requests otherwise. He/she may participate in discussions, but shall not vote.
 - c. Appoint those members of the University faculty and staff who report to him/her.
 - d. Preside at meetings of the Council of Deans.
 - e. Be a member of the University Senate; preside in the absence of the President at its meetings; interpret in collaboration with the President its By-Laws, rules, and regulations; administer its rules and regulations in consultation with the Senate; and the Provost, or his/her designee, be a member of all its standing committees.
 - f. Be a member of the faculties of all Schools and Colleges.
 - g. Be responsible for University catalogs.
 - h. Conduct such studies and promote such activities in the University in those components of the University under his/her supervision, as will result in effective educational and research programs.
 - i. Disseminate among members of the University faculty and staff such information as will promote the understanding, integration, and coordination of the education program of the University.
 - j. Approve the selection and adjustment in service of all personnel under his/her jurisdiction and make recommendations for promotion and/or tenure to the Board of Trustees or the Board of Directors, as appropriate.

- k. Eliminate so far as possible unnecessary overlapping and duplication in the offerings, functions, and services of the academic parts of the University.
- l. Evaluate the effectiveness of personnel in the teaching, research, and administrative programs.
- m. Assist deans and directors of divisions in preparing budgets and recommend budgets and budget adjustments for the several schools, colleges, and divisions to the President.
- n. Serve as the appellate tribunal for students or staff members in appeals from decisions of deans or directors. The Provost, or his/her designee, shall serve as the appellate tribunal for decisions made within the parameters of the *Student Code of Conduct*, which would result in the suspension or expulsion of a student.
- o. Arrange the schedule for regular meetings of the faculties of schools and colleges and preside at such meetings.
- p. Interpret the by-laws, rules, and regulations of the schools and colleges.
- q. Direct the assignment of all plant facilities, including buildings, offices, classrooms, laboratories, equipment, and land, and establish uniform rules pertaining to their proper use for all areas under his/her jurisdiction.
- r. Direct the negotiation and administration of faculty collective bargaining agreements in collaboration with the Executive Vice President for Administration and Chief Financial Officer.
- s. Provide executive leadership for the University's information technology initiatives and organization.

C. Executive Vice President for Health Affairs

The Executive Vice President for Health Affairs may also be the Dean of the School of Medicine. He/she is the executive director of the University's Health Center and chief operating officer, except for those operations that report to the Provost, subject to policies established by the Board of Trustees. At all times, he/she is responsible and accountable to the President for the implementation and execution of administration at the University Health Center.

1. The Executive Vice President for Health Affairs is the coordinator of the University's programs of health care performed by the University Health Center, including the Schools of Medicine and Dental Medicine, and the John Dempsey Hospital. He/she is responsible to the President for the coordination and formulation of policies and administration of administrative, business, budget, finance, and other support departments of the University Health Center. The Executive Vice President for Health Affairs is also responsible for the academic programs related to the School of Medicine.

2. *The Executive Vice President for Health Affairs shall:*

- a. Be a member of the President's cabinet ~~and the University Senate~~.
- b. Attend all meetings of the Board of Trustees, except when the President requests otherwise. He/she may participate in discussions, but shall not vote.
- c. Appoint those members of the University staff who report to him/her.
- d. Be a faculty member in the Schools of Medicine and Dental Medicine.
- e. Approve the selection and adjustment in service of all personnel under his/her jurisdiction.
- f. Assist in preparing budgets and recommend budgets and budget adjustments for those units that report to him/her.
- g. Be responsible for all monies and funds of the University Health Center regardless of their source. He/she shall make provision for the safekeeping of such monies and funds and an accurate accounting of their receipt and expenditure.
- h. Submit regular reports to the President and to the Board of Trustees showing the financial condition of the University Health Center and all of its constituent parts and submit an annual statement showing the assets and liabilities of the various funds of the University Health Center.
- i. Make such reports to the State Comptroller or to other State or Federal officials as may be required on the inventories, property, and financial operations of the University Health Center.
- j. Serve as the appellate tribunal for staff members and students in appeals from decisions of staff supervised by him/her. In instances where the Executive Vice President for Health Affairs is also the Dean of the School of Medicine, appeals in the School of Medicine may brought to the President or his/her designee following the decision of the Executive Vice President for Health Affairs.
- k. In collaboration with the Executive Vice President for Administration and Chief Financial Officer, supervise the negotiation of collective bargaining agreements for the faculty and the professional staff at the University Health Center and coordinate the carrying out of the Board of Trustees' responsibilities under those contracts.
- l. Direct the assignment of all plant facilities, including buildings, offices, classrooms, laboratories, equipment, and land, and establish uniform rules pertaining to their proper use for all areas under his/her jurisdiction.

D. Executive Vice President for Administration and Chief Financial Officer

1. The Executive Vice President for Administration and Chief Financial Officer is the chief administrative and financial officer of the University. This position reports to the President.
 - a. He/she is responsible for overseeing long-range financial planning and management of the operating and capital budgets for all units of the University. Working closely with the Provost, the Executive Vice President for Health Affairs, and the other Vice Presidents, the Executive Vice President for Administration and Chief Financial Officer oversees capital and operating budget development, monitoring, and reporting; coordinates operating and capital budgets in conformity with policies set forth by the Board of Trustees; develops financial policy and plans; serves as point of contact for external agencies and partners on financial matters; acts as the President's representative on financial matters to University units and constituencies; and generally promotes the financial health and stability of the University.
 - b. He/she is responsible for overseeing construction, renovation, operation, logistics, and security of the University's physical plant; human resources, labor relations, and payroll; purchasing; business services; and public and environmental safety. He/she is responsible for the formulation of strategy and policies to ensure effective administration, sound business practices, safety and regulatory compliance within these areas in conformity with policies established by the Board of Trustees; serves as the University's point of contact for external agencies and partners on business and operational matters; acts as the President's representative on business and operational matters to University units and constituencies; and generally promotes the operational excellence of the University.
2. *The Executive Vice President for Administration and Chief Financial Officer shall:*
 - a. Be a member of the President's cabinet and the University Senate.
 - b. Attend all meetings of the Board of Trustees, except when the President requests otherwise. He/she may participate in discussions, but shall not vote.
 - c. Approve the selection and adjustment in service of all personnel under his/her jurisdiction.
 - d. Assist the President in the preparation of the University budget and coordinate the activities of the Provost, the Executive Vice President for Health Affairs, the Vice Presidents, and other University officers in preparation of those components of the budget that are under their jurisdiction.
 - e. Be responsible for all monies and funds of the University, regardless of their source. He/she shall provide for the safekeeping of such monies and funds and keep an accurate accounting of their receipt and expenditure.
 - f. Ensure the timely completion of combined University of Connecticut financial statements. Submit regular reports to the President and, through the President, to the Board of Trustees showing the financial condition of the University and all of

its constituent parts and submit an annual statement showing the assets and liabilities of the various funds of the University.

- g. Make such reports to the State Comptroller or to other State or Federal officials as may be required on the inventories, property, and financial operations of the University.
- h. Manage and coordinate the University's responsibilities pertaining to bond financing of capital projects.
- i. Provide support to the President, the Provost, the other Vice Presidents, and those reporting to the Office of the President by providing fiscal planning, coordination, and financial analysis.
- j. Oversee or monitor the execution of major financing agreements.
- k. Administer such support units of the University as the President may designate.
- l. Assist the President in preparation of strategic and tactical operations, plans and initiatives, and coordinate the activities of the Provost, the Executive Vice President for Health Affairs, and the other Vice Presidents in the preparation of similar plans for operational units that are under their jurisdiction.
- m. Supervise the negotiation of collective bargaining agreements with all professional staff of the University and coordinate the carrying out of the Board of Trustees' responsibilities under those contracts.
- n. Be responsible for the development, renovation, maintenance, and safekeeping of the physical assets of the University, regardless of their source.
- o. Manage and coordinate the University's responsibilities pertaining to construction and renovation of facilities.
- p. Direct the University's purchasing and contracting programs.
- q. Provide support to the President, the Provost, the Executive Vice President for Health Affairs, and the other Vice Presidents in development of operational strategy, planning, coordination, and analysis.

E. Vice President for Student Affairs

1. The Vice President for Student Affairs is the chief student personnel officer of the University, and supervises the work of the Division of Student Affairs and the Division of Health Services, and reports to both the President and the Provost.
2. *The Vice President for Student Affairs shall:*
 - a. Be a member of the President's cabinet and the University Senate.

- b. Attend all meetings of the Board of Trustees, except when the President requests otherwise. He/she may participate in discussions, but shall not vote.
- c. Approve the selection and adjustment in service of all personnel under his/her jurisdiction.
- d. Assist deans, directors, and department heads in preparing budgets and recommend budgets and budget adjustments in his/her area to the Provost.
- e. Serve as an appellate agency for students or staff members in appeals from decisions of deans or department heads supervised by him/her.

F. Vice President for Research

1. The Vice President for Research is the University's chief research officer, reporting jointly to the President and Provost. Working closely with the President and the Provost, as well as other Vice Presidents and deans, the Vice President for Research is responsible for the research enterprise and the coordination of research-related operations across the University of Connecticut (i.e., its regional campuses, School of Law, School of Social Work, Graduate Business Learning Center, and University of Connecticut Health Center, including the School of Medicine and the School of Dental Medicine). The Vice President for Research oversees the Research Foundation, consistent with State Statute. He/she oversees the disbursement of funds acquired by the foundation from any source, for purposes of instruction, research, invention, discovery, development, or engineering for the dissemination of information related to such activities and for other purposes approved by the Board. The responsibilities of the Vice President for Research include compliance functions, sponsored programs, internal funding programs, animal research services, as well as overseeing several university research centers.

2. The Vice President for Research shall:

- a. Be a member of the President's cabinet and the University Senate.
- b. Attend all meetings of the Board of Trustees, except when the President requests otherwise. He/she may participate in discussions, but shall not vote.
- c. In consultation with the President, ~~and~~ Provost, and the Executive Vice President for Health Affairs, approve the selection and adjustment of service of all personnel under his/her jurisdiction.
- d. Provide executive leadership for the University's research ~~and economic development~~ initiatives, including working with the President, Provost, the Executive Vice President for Health Affairs, and other Vice Presidents to create, implement, and regularly assess progress on a University-wide research agenda.
- e. Administer such centers and institutes related to research as the President, ~~and~~ Provost, and the Executive Vice President for Health Affairs may designate.

- f. Act as an advocate for the University's research enterprise and economic development initiatives to constituencies inside and outside the University.
- g. Manage the University's responsibilities pertaining to regulatory compliance in research activities.
- h. Oversee the execution of research grants and contracts.
- i. Oversee policies and administration of the University of Connecticut Research Foundation.

G. Other Vice Presidents

The President may establish other Vice President positions and define the duties of such positions in the best interest of the University. The President shall report the establishment of such positions to the Board.

ARTICLE VIII – The University Administration

The administration of the University is determined in part by legislative enactment, in part by the Laws and By-Laws of the Board of Trustees, and in part by regulations made by the President, the University Senate, and the several faculties.

A. Officers of Administration

1. Central

a. President

b. Provost

~~b.~~c. Executive Vice Presidents

d. Vice Presidents

2. Schools, Colleges, Divisions, Institutes and Centers, and Departments

Each school, college, division, institute, and center shall have a dean or director. Each department shall have an executive officer (the head or chair).

Each administrative officer shall submit to the President such reports as are requested by the President.

B. The Council of Deans

- 1. The Council of Deans shall consist of the deans of the schools and colleges, and such others as the Provost deems appropriate. The Provost shall convene the Council.
- 2. The Council shall provide a forum in which the members may discuss matters of common interest.

C. The Trustee-Administration-Faculty-Student Committee

1. *Membership*

The Trustee-Administration-Faculty-Student (TAFS) Committee shall consist of the members of the committee of the Board of Trustees having cognizance over academic matters; the President; the Provost; the Vice Presidents; the members of the Senate Executive Committee; the President, Undergraduate Student Government; the President, Student Union Board of Governors; the Chair, Residence Hall Advisory Board; the President, Graduate Student Senate; and such other individuals serving in a non-voting capacity as may be designated.

The Chairperson of the TAFS Committee shall be chosen by the Committee at its first meeting each academic year.

2. *Functions*

The TAFS Committee shall serve as a conference committee to facilitate communication among the groups represented thereon, and shall serve as an advisory body to the Board of Trustees on matters where Board action is requested by faculty or student groups and on any others matters that the Board deems appropriate.

3. The TAFS Committee shall meet at least once a year with the first meeting called by the President. Subsequent meetings shall be convened by the chairperson of the TAFS Committee when he/she deems it necessary or at the request of constituent unit members.

ARTICLE IX – The University Senate

There shall be a University Senate that shall be a legislative body for the purpose of establishing minimum rules and general regulations the educational program and mission of the institution, excluding the University of Connecticut Health Center, that are not reserved to the Board of Trustees, to the administration, to the Graduate Faculty Council, or to the several faculties. The University Senate shall be regularly consulted by the Administration on matters pertaining to the Senate's purview.

A. Membership

The University Senate shall consist of *ex officio* and elected members. The *ex officio* members shall be the President, the Provost, all Vice Presidents, except the Executive Vice President for Health Affairs, and all Vice Provosts, ~~and the Chief Information Officer.~~ These *ex officio* members shall not vote.

The Senate shall contain ninety-one elected, voting members, as follows:

1. Three deans of the schools and colleges, which are Senate electoral constituencies (see Section B below).
2. Seventy-two members of the faculty elected according to one or the other of the two faculty electoral processes described in Section B.2. below.

3. Nine professional staff members elected by and from the constituencies described in Section B.3. below.
4. Five undergraduate students (see Section B.4 below).
5. Two graduate students (see Section B.5. below).

B. Elections

The election of faculty and other staff members to the Senate shall normally be held between October and March and shall be conducted by secret ballot. A minimum of one week, excluding time when the University is in recess, shall be allowed between the distribution and collection of ballots for Senate elections. Those elected shall take office on July 1. All elections shall be in the charge of the Senate Executive Committee and the returns shall be certified by two inspectors of election selected by the Senate.

In any Senate election, persons eligible for election who feel unable to serve shall be given an opportunity to withdraw their names from the list of candidates for nomination. The names of those persons who have withdrawn, as well as the names of persons who are completing two consecutive terms, shall be indicated on the nominating ballot.

After the election, the number of votes received by those persons who were elected and the number of votes received by nominees who were not elected must be kept on file in the Senate Office.

The Senate Executive Committee shall retain on file the number of votes cast for each candidate in each constituency for each annual class whose term has not expired, and shall designate the available candidate with the highest vote at the last previous election in the proper constituency as the alternate to replace any senator whose place will be vacant in any semester because of resignation, retirement, or leave of absence from the University. Priority in case of tie votes shall be determined by lot. Such alternates shall be designated for up to one year at a time and at the beginning of the semester unless the vacancy occurs later.

When it is known that there will be a vacancy throughout the last year or last two years of a three-year term in a constituency not otherwise scheduled to participate in a regular annual election, then that constituency will participate in order to elect a replacement to serve for the one- or two-year period remaining in the unexpired term.

The term of office of a senator shall begin on July 1 and shall extend for one year in the case of student members and for three years in the case of other elected members. Senators shall be eligible for re-election, except that a member who has completed two consecutive three-year terms shall be ineligible for re-election to serve during the year which immediately follows the period of consecutive service (which may have been extended by virtue of election to the Senate Executive Committee).

1. The Deans shall constitute a constituency from which they will elect one member each year for a three-year term.
2. Two electoral processes for faculty membership in the Senate shall be followed, (a) constituency and (b) at-large. Faculty members shall not be eligible to stand for

election or to vote in the first regular election following their initial appointment to the faculty.

a. *Faculty constituency elections*

The voting members of the faculty (see Article X.A.) of each of the following units shall, for these purposes, be deemed an electoral constituency: College of Agriculture and Natural Resources, School of Business, Neag School of Education, School of Engineering, School of Fine Arts, School of Law, College of Liberal Arts and Sciences, School of Nursing, School of Pharmacy, School of Social Work, and the Avery Point, Hartford, Stamford, Torrington, and Waterbury Regional Campuses. A person who is a voting member of more than one faculty will belong to only one constituency, that of the faculty in which his or her principal appointment is held.

The number of senators to be elected from each constituency will be one for each thirty faculty members or major fraction thereof within that constituency, with the proviso that each school, college, or regional campus will have at least one senator. The faculty of a school, college, or regional campus that is thus allocated more than one senator will have the option of establishing non-overlapping sub-constituencies. Senators chosen from a constituency will be elected by and from among the members of that constituency. The determination of the proper number of senators to be allocated to each constituency will be reviewed annually by the Senate. The annual schedule for electing members from each constituency shall be determined by the Senate in such a way as to provide for the optimum staggering of three-year terms within each constituency and for a reasonable degree of uniformity in the total number of members to be elected each year from all constituencies. To achieve these objectives, when a constituency becomes eligible to elect an additional senator, the initial term may be limited to one or two years in order that succeeding three-year terms may begin in the most appropriate years.

b. *At-large elections*

The number of faculty elected at-large will be the number remaining after the number of senators to be elected from constituencies is subtracted from seventy-two. Senators chosen at-large will be elected by and from the faculty electoral constituencies.

No school/college shall have more than five faculty representatives elected at-large except the College of Liberal Arts and Sciences, which may have no more than fifteen.

3. The professional staff¹ members shall be elected according to procedures approved by the Provost and Executive Vice President for Academic Affairs from four constituencies as described below. Staff members are ineligible to stand for

¹ For University Senate constituency purposes, professional staff shall be defined as:

- I. Full-time (nine month or more) management exempt employees not included in the faculty or administrative constituencies.
- II. Full-time (nine month or more, non-student) professional staff represented by the professional employees collective bargaining unit and not included in the faculty constituency.
- III. Full-time (nine month or more, non-student) professional staff represented by the faculty collective bargaining unit but not included in the faculty constituency.

election or to vote in the first regular election following their initial appointment to the staff.

- a. Division of Student Affairs and Enrollment Planning and Management (excluding regional campuses), who shall elect two senators.
 - b. University libraries (excluding regional campuses), who shall elect one senator.
 - c. Regional campuses, who shall elect one senator.
 - d. All professional staff shall elect five at-large senators.
4. Undergraduate student members shall be appointed by the President of the Undergraduate Student Government according to procedures established by the Undergraduate Student Government.
 5. Graduate student members shall be appointed by the President of the Graduate Student Senate according to procedures established by the Graduate Student Senate.

C. Functions

The University Senate is a legislative body for the purpose of establishing minimum rules and general regulations pertaining to the educational program and mission of the institution that are not reserved to the Board of Trustees, to the administration, to the Graduate Faculty Council, or to the several faculties.

The University Senate shall appoint ex-officio representatives to the Board of Trustees committees, with full participation in discussion but without vote. These representatives will have the same status at Board of Trustees meetings, with voice but without vote. When executive sessions are called only those persons whose presence is necessary to provide their opinion on the issue at hand will be invited into Executive Session.

The University Senate will make other appointments to University committees and boards as it deems appropriate.

D. Officers

The President of the University shall be Chair of the University Senate. If the President chooses not to preside, the presiding officer shall be the Provost. A moderator shall be elected from the membership for an annual term beginning in September. At a meeting called at the request of at least twenty-five percent of the members, the presiding officer shall be the Chair of the Senate Executive Committee.

A recording secretary of the Senate, elected by the Senate, is responsible for recording and distributing minutes of Senate meetings.

E. Meetings

Meetings of the University Senate shall be held regularly at times to be fixed by the Senate. The dates and times of meetings shall be published at the start of the academic year.

Special meetings of the University Senate may be called by the President or by the Secretary at the request of at least twenty-five percent of the members. Such request, with signatures, shall be presented in writing to the Secretary. The call for a special meeting shall be issued at least a week in advance of the meeting and shall state the purpose of the meeting.

On the request of any member of the Senate, if supported by four colleagues, a record vote shall be taken. These record votes shall be made a part of the minutes.

F. Minutes and Reports

Minutes of the meetings of the University Senate shall be posted on the University Senate website and sent to the University Archives. The University Archives shall be the official place for filing minutes of the University Senate.

G. Committees

1. The Senate Executive Committee

The Senate Executive Committee (SEC) shall consist of eight faculty members, one professional staff member, and one undergraduate and one graduate student member. The faculty and professional staff members shall be elected by the Senate from among the elected members of the Senate who are not primarily administrators. Department heads and directors are not regarded as primarily administrators. The undergraduate and graduate members shall be selected from among and by all student members of the Senate. The Undergraduate Student Government and Graduate Student Senate Presidents or their student Senate member designee will serve as the interim student representatives to the Senate Executive Committee during the summer months until the permanent members are selected.

Elections shall follow the annual election of such members and shall normally take place in April. For faculty and professional staff members, a term of service on the Executive Committee shall begin on July 1 and shall be for three years. The term of membership in the Senate of a faculty or professional staff representative elected to the Executive Committee shall be automatically extended, if necessary, to be co-terminal. For the student member, the term of service shall be one year, renewable to a maximum of three consecutive years. After the annual election, the Senate shall elect one of the nine faculty and professional staff members to serve as Chair of the SEC for a one-year term, which may be renewed. A vacancy on the SEC shall be filled by election for the duration of the vacancy.

No school/college shall have more than one faculty representative elected in any class, except the College of Liberal Arts and Sciences, which may have as many as two representatives in any class. The College of Liberal Arts and Sciences may have no more than a total of four members on the SEC at any time and no other school/college may have more than two members at any time. No faculty or professional staff senator shall be eligible for immediate re-election to the SEC.

The SEC is responsible for organizing and coordinating the business of the Senate and of Senate committees. To this end, it shall maintain a clerical staff and an office. It shall distribute an agenda for each Senate meeting to the faculty and professional staff at least five days before the meeting. (Items of an extraordinary nature may be considered at a Senate meeting which have not been included in the agenda for that meeting.) It shall receive the reports of Senate committees before they are forwarded to the Senate. It also shall be available to be consulted as the voice of the Senate, especially in reference to resolutions of the Senate, which are designed to be transmitted ultimately to the Board of Trustees. SEC members shall also constitute the faculty membership of the Trustee-Administration-Faculty-Student Committee (see Section VIII.C.).

2. Committee of Three

The Committee of Three, which functions in faculty dismissal and grievance procedures, is to be constituted as follows: Each fall, after the Senate election for the Faculty Review Board is completed, the Nominating Committee shall submit to the Senate for the election of one person to the Committee of Three for a three-year term by written ballot, a slate of at least three faculty members who are tenured professors (excluding those who have the administrative titles of department head or higher). The slate of nominees must not represent the same department as any member whose term continues into the following year. Members of the Faculty Review Board shall not be eligible for nomination.

When a vacancy occurs in the membership of the Committee of Three, the Senate shall elect in the same manner from the faculty group in which the vacancy exists, except if the vacancy is for less than one year, then it shall be filled by the available candidate with the highest vote in the last previous election in the appropriate class and constituency.

3. Standing/Special Committees of the Senate

The Senate may appoint and define the duties of standing or special committees. The Provost shall be or assign a delegate to be an *ex officio* member of all standing committees.

Each standing committee shall keep accurate records of its proceedings and shall provide these to the SEC. Reports shall be presented to the University Senate as often as the amount and nature of business warrants, and at least annually.

Special committees shall be considered as discharged, without formal vote, when their final reports have been received by the Senate.

ARTICLE X – The Schools and Colleges

A. Membership

The faculty of each school/college except the Graduate School, the School of Medicine, and the School of Dental Medicine shall consist of the President, the Provost, the dean of the school/college, and all full-time professors, associate professors, assistant professors, and instructors belonging to departments administratively organized, regardless of campus

affiliation, in the school/college and others who are appointed by the Provost either as voting members of the faculty or as associates and consultants without voting rights.

The faculty of the Graduate School shall include the President, the Provost, the Executive Vice President for Health Affairs, the Vice President for Research, and the Vice Provost for Graduate Education and Dean of the Graduate School, and all members of the University staff appointed as graduate advisors by the Provost.

The voting and non-voting faculty of the Schools of Medicine and Dental Medicine shall be defined in the by-laws of the schools and shall include the President, the Provost, the Executive Vice President for Health Affairs and the Dean of the school.

B. Functions

The functions of each school/college are to:

1. Establish and maintain published policies and procedures, approved by the Provost, or, for the School of Medicine, the Executive Vice President for Health Affairs, in consultation with the President, describing the standards by which the school/college conducts its business.
2. Enforce the rules and regulations of the University Senate as they apply.
3. Establish degree programs in particular majors with the approval of the appropriate faculty, the dean of the school/college, the Provost, or the Executive Vice President for Health Affairs, and the Board of Trustees.
4. Set up and administer curriculum and degree requirements appropriate to its mission and responsibility.
 - a. Standards more rigid or more specific than those outlined by the University Senate may be imposed by the school/college voting faculty. Standards less rigid or less specific than those approved by the University Senate may not be established.
 - b. Administer courses established by the Senate that serve to meet the curriculum requirements of the University. Establish and administer other courses in fields appropriate to the school/college provided that all courses open to freshmen and sophomores are approved by the Senate.
 - c. To suggest basic and prerequisite courses for the freshman and sophomore years and graduate programs, as appropriate.
 - d. Establish and administer other courses in fields appropriate to the school/college at the junior and senior years and graduate levels.
5. Set up admission requirements in line with the purpose and responsibility of the school/college and the University.
6. Plan and execute programs of research and service in line with the general policy of the University.

7. Monitor the academic progress of its students and assist them in educational planning and placement.
8. Maintain records and reports on students, staff, programs and services, and budget.
9. Integrate its program with the general program of the University and foster effective coordination of effort.
10. Secure the safety and proper inventory of all University property assigned to it for instructional, research, or service purposes.

In addition to the relevant functions above, the Graduate School facilitates graduate research and education at the University. It administers, promotes, and reviews all University post-baccalaureate educational programs and curricula, with the exception of programs in Law, Medicine, Dental Medicine, and the Sixth-year Professional Diploma in Education. It serves as an advocate for the University's research and scholarly mission.

C. Officers

The Provost shall preside at meetings of the faculties of the several schools and colleges, except that the Executive Vice President for Health Affairs shall preside at meetings of the faculty of the School of Medicine. –In the absence of the Provost, the dean of the school/college concerned shall preside, or if the dean prefers, the faculty may elect a presiding officer.

The dean of each school/college shall be its executive officer. The dean shall be responsible to the Provost for the work and proper administration of the school/college. The dean of the School of Medicine, if different from the Executive Vice President for Health Affairs, shall be responsible to the Executive Vice President for Health Affairs for the work and proper administration of the school.

Each school/college shall elect annually a secretary who will call faculty meetings to order in the absence of the Provost and the dean.

D. Meetings

Meetings of the schools and colleges shall be held regularly. Special meetings of the schools/colleges may be called by the Provost, or, for special meetings of the School of Medicine, by the Executive Vice President for Health Affairs, or by the secretary, at the request of at least twenty-five percent of the voting members. Such request, with signatures, shall be presented in writing to the secretary. The call for a special meeting shall be issued at least a week in advance of the meeting and shall state the purpose of the meeting.

E. Minutes and Reports

Minutes of the meetings of the schools/colleges shall be made available to the Provost, or, for minutes of the meetings of the School of Medicine, to the Executive Vice President for

Health Affairs, and the faculty and sent to the University Archives. The University Archives shall be the official place for filing minutes of the school/colleges.

- F. The Provost, or, regarding the School of Medicine, the Executive Vice President for Health Affairs, shall communicate in writing to the secretaries of the various schools/colleges and of the University Senate, insofar as they are mutually concerned, such actions by these bodies that will, impact the understanding, integration, and coordination of the academic program of the University.

G. Committees

1. *Standing Committees*

The dean of each school/college shall appoint and define the duties of standing committees.

The Provost and the dean of the school/college concerned, or their designees, shall be *ex officio* members of all standing committees.

Each standing committee shall keep a record of actions taken and shall file copies with the President, the Provost, the University Archives, and the dean of the appropriate school/college. Reports shall be presented to the appropriate school/college by the committee chair, or designee, at least annually.

2. *Ad Hoc Committees*

Ad Hoc committees may be set up by the President, the Provost, the Executive Vice President for Health Affairs, the deans of schools/colleges, or the faculties of schools/colleges at any time. The members of ad hoc committees shall be selected by the appropriate dean unless the faculty specifies some other means of selection.

All ad hoc committees shall report to the authority that initiated their appointment and shall be considered as discharged, without formal vote, when their final reports have been made.

ARTICLE XI – The Divisions

The Divisions are administrative units with programs that serve the entire university. Divisions must integrate their programs with the general mission of the University and foster effective coordination of effort. Divisions do not administer academic programs.

Each division shall have an executive officer who reports to the President, Provost, or Vice President. The executive officer is responsible for the administration of the division, including the hiring of personnel. Each executive officer shall keep adequate records of all personnel, programs, and budgets of the division and shall submit such reports as are required including an annual report to the Senate.

Each executive officer may have an advisory committee appointed by the President, the Provost, or appropriate Vice President. These committees are advisory to the executive officers of the divisions, and not to the Senate, nor are they responsible to the Senate.

Standing or ad hoc committees may be established by the President, the Provost, the Vice President or the executive officers as appropriate.

ARTICLE XII – The Institutes and Centers in Academic Affairs

A. Functions

The ability to make significant contributions to the University's teaching, research and outreach mission, and to solve increasingly complex problems, may be facilitated by interdisciplinary approaches that enable and encourage collaborative contributions from different disciplines. A center or institute provides a venue for activities that cannot flourish within existing academic structures. The goals of the center or institute should be congruent with those of the institution and capable of enhancing the achievement of these goals more efficiently than existing departments.

A *Center* is a unit that ordinarily has a focused mission and a clearly defined objective. It may involve a group of faculty from one or more departments from a single school/college or from different schools/colleges.

An *Institute* is a unit that ordinarily is larger, has a broader mission, and a more complex interdisciplinary focus than a center. It is expected that most institutes would involve faculty from multiple departments and schools/colleges. Unlike centers, a primary mission of institutes is an academic one.

B. Membership

Each institute or center shall consist of a director and a minimum of four affiliated faculty. The director will be appointed by the dean or other officer to whom the unit reports, in consultation with the Provost, or, for institutes and centers solely housed in the School of Medicine, the Executive Vice President for Health Affairs. The director shall be responsible for appointing any staff associated with the center or institute. Faculty appointments and consideration for promotion and/or tenure continue to be granted through academic departments of the University.

C. Reports

Each institute or center must have clear lines of responsibility, usually through a dean to the Provost, the Executive Vice President for Health Affairs, or to the Vice President for Research. Centers may be primarily responsible to a department head, if department heads of affiliated faculty and the relevant dean approve. Externally sponsored activities (e.g., research/training grants, donations/gifts, fees for services and contracts and letters of agreement) of institutes and centers must have prior approval from the responsible administrative officers.

All centers and institutes will be reviewed on a five-year cycle to determine their continued contribution to the University's mission, except that centers and institutes in the Schools of Medicine and Dental Medicine will be reviewed at least every seven years. Each center

and institute will submit an Annual Report that documents scholarly accomplishments and productivity, including funding obtained during the year and any changes in the membership of participating faculty. The report is to be submitted to the department head(s) and dean(s) of the participating department(s) and school(s)/college(s) and a copy provided to the Provost. The Provost or the Executive Vice President for Health Affairs will routinely inform the Board of Trustees, and if appropriate, the Health Center Board of Directors, of the establishment and discontinuation of all centers and institutes.

ARTICLE XIII – The Departments

A. Membership

Department members shall consist of all faculty as defined in Article X at all campuses. Each faculty member is assigned to a primary campus and when granted tenure, is tenured throughout the University. Should the primary campus cease to exist or a tenured faculty member's program be terminated at the primary campus, the faculty member would be assigned to another campus with that program.

B. Functions

Departments are organized in terms of subject matter areas. They bear definite cross-relationships, but their organization into distinct administrative units is intended to assure that the attention of small groups of faculty members will be centered on teaching, research, clinical activities, and/or service in these areas.

The functions of each department are to:

1. Develop an educational program designed to meet the needs of the students in the various schools/colleges and of other individuals and groups served by the teaching, research, clinical, and/or service programs.
2. Evaluate and improve its educational programs.
3. Recommend to the faculty of its school/college changes intended to improve the work of the department.
4. Secure the safety and proper inventory of all University property assigned to it.
5. Integrate its program with the general program of the University and to foster effective coordination of effort.

C. Officers

Each department shall have an executive officer (head/chair) who shall represent his/her department and who shall report to the dean of the school/college within which the department is organized. Except at the Health Center, the executive officer shall not serve more than two consecutive terms unless the majority of his/her department recommends otherwise. Health Center executive officers do not have term limits.

D. Meetings

Meetings of the department may be called by the executive officer of the department, the dean of the school/college within which the department is organized, ~~or~~ the Provost, or, in the School of Medicine, the Executive Vice President for Health Affairs. Each department shall hold meetings as needed.

ARTICLE XIV – The University Staff

- A.** The President shall appoint individuals and members of units reporting to him/her. All other members of the faculty and professional staff shall be appointed by the Provost, the Vice Presidents, or their designees. Tenure shall only be granted by the Board of Trustees or as delegated to the Board of Directors.

Termination for cause of a tenured faculty member or the dismissal for cause of a faculty member previous to the expiration of a term appointment shall be made only by the affirmative vote of a majority of members of the Board of Trustees or, for faculty in the Schools of Medicine and Dental Medicine, of the Board of Directors.

- B.** Except for faculty in the School of Medicine, ~~The~~ The Provost shall recommend to the Board of Trustees the categories of the professional staff to which the regulations concerning academic tenure apply. The Provost shall consult with the University Senate before making such recommendation to the Board of Trustees.

Academic freedom applies to all members of the faculty and professional staff of the university.

1. All members of the faculty, whether tenured or not, are entitled to academic freedom set forth in the 1940 Statement of Principles on Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for monetary return should adhere to University policies.
2. The faculty member is entitled to freedom in the classroom in treating his/her subject and in conducting a class. The faculty members should not contravene the free speech and academic freedom of other members of the professional staff, nor impede faculty, other members of the professional staff, or students, in their central tasks of teaching, research, and learning.
3. The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When the faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge the faculty member's profession and the University by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show

respect for the opinions of others, and should make every effort to indicate that he/she does not speak for the institution.

4. Membership in the academic community imposes on students, faculty members, professional staff, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals, damage institutional facilities, or disrupt classes. Speakers on campus must not only be protected from violence, but given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution.

Students are entitled to an atmosphere conducive to learning and to even-handed treatment in all aspects of the teacher-student relationship. Faculty members may not refuse to enroll or teach students on the grounds of their beliefs or the possible uses to which they may put the knowledge to be gained in a course. The student should not be forced by the authority inherent in the instructional role to make particular personal choices as to political action or the student's own part in society. Evaluation of students and the award of credit must be based on academic performance professionally judged and not on matters irrelevant to that performance, whether personality, race, religion, degree of political activism, or personal beliefs.

It is a teacher's mastery of his/her subject and scholarship which entitle him/her to the classroom and to freedom in the presentation of his/her own subject. Thus, it is improper for an instructor persistently to introduce material that has no relation to his/her subject or to fail to present the subject matter of the course as announced to the students and as approved by the faculty in their collective responsibility for the curriculum.

Because academic freedom has traditionally included the teacher's full freedom as a citizen, most faculty members face no insoluble conflicts between the claims of politics, social action, and conscience, on the one hand, and the claims and expectations of their students, colleagues, and institutions, on the other. If such conflicts become acute and the teacher's attention to his/her obligations as a citizen and moral agent precludes the fulfillment of substantial academic obligations, the teacher cannot escape the responsibility of that choice, but should either request a leave of absence or resign his/her academic position.

5. The University, in fulfilling an essential function as a forum for the free expression of ideas, shall endeavor to preserve and facilitate the full enjoyment of constitutionally protected civil liberties.

Members of the professional staff shall have equal opportunity in their employment regardless of gender, race, religion, national origin, or disability.

The highest standards shall be sought in the protection of all forms of freedom of thought, expression, association, and peaceful assembly. In the exercise of these civil liberties the members of the professional staff are obliged to protect the same rights of

others and to bear in mind their respective obligations to their profession and to the University.

C. Academic Appointment and Tenure²

The Provost shall recommend to the Board of Trustees the categories of the professional staff to which the regulations concerning academic tenure apply. The Executive Vice President for Health Affairs shall recommend to the Board of Directors the categories of the professional staff to which the regulations concerning academic tenure apply in the School of Medicine. The Provost shall consult with the University Senate before making such recommendation to the Board of Trustees. No professional staff member who has not attained tenure by vote of the Board of Trustees or the Board of Directors, as set forth herein, shall have a claim that he/she has tenure.

1. The terms and conditions of every appointment to the faculty will be confirmed in writing and an appointment letter will be provided to the faculty member. Any subsequent extensions or modifications of an appointment and any special understandings or any notices incumbent upon either party to provide, will be confirmed in writing and a copy will be given to the faculty member.
2. With the exception of special appointments clearly limited to a temporary association with the institution, all full-time appointments to the rank of instructor or higher are of three kinds: (1) probationary appointments in a tenure track position; (2) tenured appointments; and (3) at the Health Center, in-residence appointments.
3. Except for faculty members who have tenure status, every person with a teaching or research appointment of any kind will be informed each year in writing of the terms of his/her appointment.
4. Beginning with appointment to a full-time, tenure track position, the probationary period shall not exceed seven years, except when the original appointment is in January

² The regulations concerning academic tenure in this and the following sections apply only to members of the professional staff who hold full-time appointments in certain ranks recognized by the Board of Trustees. These recognized ranks include Instructor, Assistant Professor, Associate Professor and Professor, but do not include the following: Lecturer; Professor in Residence; Associate Professor in Residence; Assistant Professor in Residence; Instructor in Residence; Clinical Professor; Associate Clinical Professor; Assistant Clinical Professor; Clinical Instructor; Research Professor; Associate Research Professor; Assistant Research Professor; Research Instructor; Research Associate I, II, III; Research Assistant I, II, III; Research Specialist; Special Research Technician; Graduate Assistant; Extension Professor; Associate Extension Professor; Assistant Extension Professor; Extension Instructor; Specialist I, II, III, IV; Assistant Instructor; University Educational Director; Department Head, Student Affairs; University Educational Assistant I, II, III; University Associate Librarian; University Assistant Librarian; University Librarian I, II, III; University Library Assistant I, II, III; University Library Specialist; University Staff Professional I, II, III, IV, V, VI; University of Connecticut Professional I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII; University Technician I, II; University Physician; Resident Educational Counselor; and titles that contain the words "University Hospital" (e.g., University Hospital Nurse I). The one exception to the standard of "full-time appointment" shall be if University of Connecticut Health Center (UCHC) faculty work full-time in total, but are employed in part by UCHC and in part by the Veterans' Administration Medical Center (VAMC), then they may be granted a tenure track appointment. Both the tenure track appointment and tenure, if awarded, would be co-terminus with the VAMC employment. If the VAMC employment ends, the UConn tenure also ends. If the Health Center School of Medicine or School of Dental Medicine wishes to hire the faculty member full time, then tenure may be continued. If not, the faculty member will enter the in-residence track. Academic tenure does not confer upon any staff member the right to continued assignment to administrative responsibilities.

or as provided elsewhere in the University By-Laws. When the original appointment is in January, the probationary period shall not exceed seven and one-half years.

For faculty with primary appointments in the Schools of Medicine or Dental Medicine, the probationary period shall not exceed nine years, including within this period full-time service in all institutions of higher education, except when the original appointment is in January. Then the probationary period shall not exceed nine and one-half years.

New appointees to tenure track positions with prior service in a tenure track position at another university may, in consultation with their deans and department heads, be granted up to a full probationary period at the time of hire. The probationary period agreed upon in the candidate's offer letter will be viewed as the tenure track period.

Ordinarily, a leave with or without pay awarded for the purpose of pursuing scholarly research activities shall be included in the probationary period toward tenure.

A leave of at least one semester for personal or other reasons ordinarily will not be included in the probationary period toward tenure. Such leaves must be requested in writing by the faculty member and granted in writing by the department head, dean, and the Provost. The Executive Vice President for Health Affairs may receive requests for such leaves, after granted in writing by the department head and dean, for faculty in the School of Medicine.

Faculty members who provide timely notice to the University that they have experienced a qualifying major life event, as defined under the Federal Family and Medical Leave Act, prior to their mandatory tenure evaluation year will receive an automatic one-year extension of the tenure clock.

For faculty with primary appointments in the School of Medicine, significant life events may be allowed to increase the probationary period leading to promotion or tenure for a maximum of twenty-four months. An increase in the probationary period leading to promotion and/or tenure is automatically awarded when the faculty member takes leave documented and approved under the Federal Family Medical Leave Act, the State of Connecticut Family Medical Leave Act, or the State of Connecticut Workers' Compensation Act. Alternatively, the faculty member may request an increase in the probationary period to promotion and/or tenure even when the above criteria are not met, but when the faculty member's productivity is affected by a significant life event. Such requests must be approved by the Department Chair and the Dean or his/her designee per the School of Medicine Bylaws.

Faculty who wish to be considered for promotion and tenure before the end of the probationary period will be evaluated by the same standards applied to faculty who have taken the full probationary period.

The University ordinarily requires of all new appointees a probationary period of at least one year in this institution, but tenure may be granted at any time thereafter and before the expiration of the maximum probationary period by vote of the Board of Trustees or for the faculty of the Schools of Medicine and Dental Medicine, by vote of the Board of Directors. In appropriate circumstances, tenure may be granted by the

Board of Trustees or for the faculty of the Schools of Medicine and Dental Medicine, by vote of the Board of Directors upon arrival at the University at the rank of Professor, and, in special circumstances, at the rank of Associate Professor.

Following award of tenure, a faculty appointment shall be terminated only for adequate cause or under extraordinary circumstances of financial exigencies.

5. Regardless of the stated term or other provisions of any appointments, written notice that a probationary appointment is not to be renewed will be given to the faculty member in advance of the expiration of his/her appointment as follows: (1) Not later than March 15 of the first academic year of service, if the appointment expires at the end of that year or if a one-year appointment does not coincide with an academic year, at least three months in advance of its termination; (2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year or if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination; (3) at least twelve months before the expiration of an appointment after two or more years of service at the institution. The institution will normally notify faculty members of their renewals by March 31.

D. Policies and Procedures Relating to Rank, Salary, and Advancement

1. Tenure and promotion in the professorial ranks will be granted only to persons of outstanding achievement consistent with standards expected of a top public research university. Specific evidence of superior performance in scholarship and in teaching is of primary importance. As a minimum standard for tenure and/or promotion, there must be evidence of strong performance in both scholarship and teaching and superior achievement in at least one of these areas. In addition, other contributions to the University will be considered. In individual cases where it is demonstrated that there has been meritorious professional service through which the faculty member has achieved distinction in the profession, such service may also receive significant weight. Ordinarily, those in the rank of assistant professor are not eligible for tenure. Continued reappointment of a person in a tenure track position, after it is clear that he/she will not become eligible for permanent tenure, cannot be justified on grounds of immediate convenience. In his/her own interest and that of the University, he/she should be released after the customary notice.

Policies for promotion should operate to advance the most promising. These policies should give careful consideration both to current performance and to future promise and should convey an assurance of impartiality by recognizing and rewarding accomplishment and by maintaining opportunities for advancement. To do this, the policies must be based on merit, determined on the broadest possible basis.

The value of a faculty member to the University results from the possession of a number of different qualities. In enumerating certain of these, it is not intended to formulate a rigid set of standards, nor to require that all faculty attain a stated minimum in each of the items. The value of each person is rather to be judged by both strengths and weaknesses so as to arrive at an estimate of his/her total contribution. No fixed numerical weighting can be prescribed, though greater emphasis should be placed on scholarship, teaching ability, and activity in research than on other characteristics.

A faculty member's salary is in large part a payment for services rendered; however, it includes an additional element that is an investment by the University in the potential of the individual. Adequate salaries permit the assumption of the expenses of travel and study and other professional and cultural activities and provide an appropriate standard of living. Inadequate salaries are contrary to the interest of the University because they impede faculty development or force faculty to supplement earnings at the expense of the time needed for study, thought, and research – and may, of course, even involve the loss of valuable faculty.

2. *Qualities desired in faculty of all ranks*

All candidates for appointment to the faculty and for promotion are expected to show satisfactory attainment and continuous growth in the following qualities, though in varying degrees and in different proportions. The individual's accomplishment in each should be evaluated on every occasion when advancement in salary or rank is being considered and particular care must be exercised when it is proposed to grant tenure.

- a. Professional competence in the field of his/her specialization, as evidenced initially by the record of his/her training and scholastic achievement, and later by the opinion of professional colleagues here and elsewhere; and in certain fields by the execution of professional commissions, the giving of expert testimony, and the like; or by the holding of a license for professional practice, where licensing has been established.
- b. Teaching ability and performance, beginning with the capacity to excite interest and evoke response in students, to broaden their outlook, to impart knowledge, to see and convey relationships, to encourage the faculty of criticism, and to stimulate a sense of inquiry. The educational role of the faculty member is not confined to the classroom. It should include willing skillful attention to the individual student who can profit from additional help in the mastery of a course to which the faculty member is assigned. Also important is the role of academic advisor, who will encourage students to gain as much as possible from the educational resources of the University and will guide the student to the proper selection of courses consistent with his/her academic and life goals.
- c. Research and such other scholarly activity as gives evidence of the effective utilization and continuing development of his/her natural endowment. This will ordinarily result in publications, lectures, or papers at professional meetings and should in any case be reflected in the vitality of the person's teaching. Such activity will take many forms, some of which are:
 - i. Study, including reading, laboratory work, and museum work;
 - ii. Membership and appropriate activity in one or more professional societies;
 - iii. Writing—creative, critical, analytical, summarizing, or editorial;
 - iv. Creative work in other fields, such as the arts and engineering;

- v. Research, including both the routine application of known techniques to the accumulation and analysis of new data, and the invaluable gift of making fundamental contributions to knowledge;

Creative activity in the arts and the ability to make research contributions of the second or fundamental kind will be especially noted and rewarded.

- d. Although the qualities listed above should receive the greatest consideration, the following items bearing on professional fitness also should be taken into account, particularly when new appointments are being made and at the end of the probationary period.
 - i. Personal attributes; integrity, industry, open-mindedness, objectivity, friendliness, effectiveness in speaking, capacity for leadership and cooperation, breadth of intellectual interests.
 - ii. Concern for the educational, social, and personal welfare of students, such as is demonstrated, for example, by success in mentoring.
 - iii. Willingness and ability to assist in the various types of service which a state University renders, in the answering of inquiries, the giving of advice, the conduct of surveys, and the like.
 - iv. Competence in fulfilling responsibilities toward democratic University government, as in department and faculty meetings, committee work, and administrative duties.
 - v. A sympathetic but discriminating interest in the development of the University, and the assumption of a share of responsibility for the efficient execution of its functions; or in the case of recent appointees, indication that this interest will develop in due time.
- 3. In addition to these general desiderata, the following qualifications will be borne in mind in making appointments or promotions to the several ranks.
 - a. *Qualifications for instructors*
 - i. Training or experience appropriate to the performance of his/her assigned responsibilities. In many cases, this will mean the possession of, or evidence of, substantial progress toward the appropriate terminal degree.
 - ii. A consensus on the part of those qualified to judge that the faculty member's training, experience, and interest in his/her subject are appropriate for the performance of the duties to be assigned.
 - iii. For certain types of teaching, it may be more desirable to appoint persons whose qualifications will not ordinarily entitle them to advance into the upper levels of rank and salary.

Note: Two years is regarded as the maximum length of service in the rank of instructor for those in a tenure track position.

b. *Qualifications for assistant professors*

- i. The possession of the appropriate terminal degree.
- ii. A record of success in his/her work. Information considered may include the judgment of colleagues, information from students, and occasionally the progress and achievement of his/her students.

c. *Qualifications for associate professors*

Continued growth in the qualities desired in all faculty members, especially evidence that he/she is keeping abreast of the times in method and subject matter, and a consensus among colleagues that the faculty member is making a substantial contribution to the advancement of knowledge in his/her field.

d. *Qualifications for professors*

- i. Service here or elsewhere as an associate professor of at least five years except when there is evidence that he/she is of superior ability as compared with other associate professors.
- ii. Evidence that he/she is regarded by colleagues within and outside the University as a capable, mature teacher, and a recognized scholar.

e. *Special Title: Board of Trustees Distinguished Professor*

- i. The title “Board of Trustees Distinguished Professor” should be reserved exclusively to recognize faculty who have achieved exceptional distinction in scholarship, teaching, and service while at the University of Connecticut.
- ii. The Board of Trustees Distinguished Professor title will be conferred as a result of a peer review process. The Review Committee will solicit and evaluate all nominations. The Review Committee will obtain detailed information including materials from external sources and recommend candidates to the Board of Trustees via the Provost.
- iii. The title will normally be awarded to three persons per year. Up to five persons per year may be recognized when the total number of Board of Trustees Distinguished Professors drops below 5% of the full professors on the active faculty.

4. Procedure for Reviews of Faculty

- a. The status of every faculty member with regard to salary and/or rank shall be considered at least once each year. The head of the department shall ordinarily be responsible for seeing that this is done.

- b. It is the duty of each department head to conduct a continuing appraisal of the work and potentialities of the people in the department and by informal consultation, to ascertain the views of the other members of the department. It is his/her responsibility not only to give his/her own appraisal, but also to transmit that of his/her colleagues within the department. In this connection, it should be emphasized that all such evaluations are to be based on the criteria listed above. Recommendations resulting from these reviews, with supporting data, shall be sent to the dean of the school or college, and by the dean, with his/her own recommendations, to the Provost, or, for faculty in the School of Medicine, to the Executive Vice President for Health Affairs. If the Executive Vice President for Health Affairs is also the Dean of the School of Medicine, recommendations of the Executive Vice President for Health Affairs shall be sent to the President or his/her designee.

5. Promotion and tenure procedures

In considering nominations for promotion and tenure research activities of candidates shall be judged by those who are competent in the general field, who have read the publications of the candidate, and who are familiar with the progress of his/her unpublished work. Care must be exercised to determine the actual amount and true nature of the work. Undue emphasis should not be placed upon mere volume of publication.

- a. In view of the paramount importance of good teaching and the difficulty of judging the quality of a teacher's performance, student evaluations shall be taken into consideration during promotion and tenure decisions. Student evaluations shall be conducted according to procedures approved by the University Senate. Caution must be observed to discount mass prejudices and to avoid overestimating the impressions of the moment, which may well be different from the considered judgment of later years. Student evaluations shall also be available to deans and heads of departments.
- b. The Provost or, for candidates in the School of Medicine, the Executive Vice President for Health affairs will accept and may request new information about a candidate's qualifications at any step in the promotion/tenure process.
- c. Final action on promotions and tenure will be based on all available evidence, and will be taken by the Board of Trustees or the Board of Directors for Health Center faculty, upon the recommendation of the Provost or, for candidates in the School of Medicine, the Executive Vice President for Health Affairs, following receipt of recommendations from the dean of the college, the department head, and such other officers as may from time to time be charged with this responsibility.

For procedures on promotion and tenure, go to the Provost's website.

For procedures on promotion and tenure for the Schools of Medicine and Dental Medicine, go to the Health Center Faculty Handbook.

E. Professional Staff Loads

1. While faculty members are employed for a variety of duties, as a general rule the University will expect to assign to each duties that are reasonable and consistent with good and effective practices in teaching, research, clinical care, and outreach. In addition, faculty will be expected to carry a reasonable amount of ordinary departmental duties and routine committee responsibilities and to undertake those activities of self-improvement and professional development which are part of every faculty member's investment in his/her own future.

In determining teaching contact hours and clinical care assignments, consideration will be given to unusually heavy responsibilities for student advising, chairing committees, research projects, unusually large courses, and assigned administrative duties.

Assignment of duties will be made by the appropriate deans and department heads consistent with University policy. Insofar as it is possible, these assignments should take into account the aptitudes and wishes of individual staff members and their opportunities for long-run professional development.

2. Except in the Schools of Medicine and Dental Medicine, the teaching duties of each department shall generally be regarded as a joint responsibility of all its members to be divided as far as possible by mutual agreement, with proper attention to the interests and activities of all. It shall be the responsibility of the department head to make decisions when agreement is lacking and to submit the complete schedule of teaching engagements to the appropriate dean.

The preceding paragraph does not imply that teaching loads and assignments of individual faculty members are to be determined by departmental vote. Departmental action is to be limited to consideration of general policy.

In settling details of teaching schedules within the department or in meeting situations that arise on short notice, the department head has three responsibilities:

- a. The department head must understand and put into effect the general policies and programs of the University.
- b. The department head must act on behalf of and as a representative of the department.
- c. All faculty of the department should participate in the formulation of general departmental policy and assess the department's professional program, both for long-run development and current decisions.
- d. The department head has a responsibility to discuss with individual faculty his/her ambitions and aspirations within the University and the profession. While no one is completely a free agent to lay out a program exactly as one pleases, scholarly activity flourishes best in an environment of self-direction and self-propulsion.

F. Resignation of a Faculty Member

A faculty member planning to resign is expected to give notice in writing at the earliest opportunity.

G. Termination of Appointments by the Institution

1. Dismissal, defined as termination of a tenured appointment, or a special or probationary appointment, or for faculty in the Schools of Medicine or Dental Medicine, an in-residence appointment before the end of the specified term, may be effected by the institution only for adequate cause. Dismissals will be pursuant to the procedure specified in Section H, below.
2. Non-reappointment of a special, probationary, or in-residence appointment at the end of the specified term shall not be defined as dismissal.
3. Where termination of appointment is based upon financial exigency, or bona fide discontinuance of a program or department of instruction, Section H will not apply, but faculty members shall be able to have the issues reviewed under the grievance procedure as provided in Sections S and T.

In every case of financial exigency or discontinuance of a program or department of instruction, an affected tenured faculty member will be given notice as soon as possible and never less than 12 months' notice, or in lieu thereof, he/she will be given severance salary for 12 months. Before terminating a tenured or probationary appointment because of the abandonment of a program or department of instruction, the University will make every effort to place affected faculty members in other suitable positions. If a tenured or probationary appointment is terminated because of financial exigency or because of the discontinuance of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two years from the date of termination unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

H. Dismissal Procedures

1. a. Adequate cause for dismissal will be related directly and substantially to the fitness of the faculty member in his/her professional capacity as described in Section D. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.
- b. For faculty with primary appointments in the School of Medicine or the School of Dental Medicine, adequate cause for dismissal may also include unsatisfactory job performance, as determined in part by the post-tenure review process described in the faculty member's school by-laws.
2. a. If circumstances arise that, on their face, cause the Provost or, for faculty in the School of Medicine, the Executive Vice President for Health Affairs to anticipate the reasonable possibility of dismissal being recommended for a faculty member with tenure, or with a special or probationary or for faculty in the Schools of Medicine or Dental Medicine, in-residence appointment before the end of the specified term, the ~~appropriate administrative officer (usually the Provost or his/her designee~~ or, for faculty in the School of Medicine, the Executive Vice President for

Health Affairs, or his/her representative) will initiate discussion of the matter with the faculty member looking towards a mutually acceptable settlement.

- b. If such settlement is not reached, the question will be referred to the Committee of Three within 14 days³ of the invitation of the administration to the faculty member to discuss the matter. The Committee of Three will proceed to an informal inquiry, including further attempts at conciliation. The Committee shall report to the Provost or, for faculty in the School of Medicine, the Executive Vice President for Health Affairs within 14 days from the date it enters the case its recommendations based on the results of its inquiry and efforts toward conciliation.
 - c. If continued action seems to the Provost or the Executive Vice President for Health Affairs to be warranted, then he/she or his/her representative, taking into account the report of the Committee of Three, shall frame with reasonable particularity a statement of charges. The statement will then be provided to the concerned faculty member within 14 days after the Provost or the Executive Vice President for Health Affairs receives the recommendations of the Committee of Three.
3. A dismissal, as defined in Section G.1. must be preceded by the sequence of steps outlined in Section H.2., culminating in the statement of charges provided for in Section H.2.c. Both the individual concerned and the Provost or, for faculty in the School of Medicine, the Executive Vice President for Health Affairs will have the right to have the matter heard by a committee of five. In order to exercise this right, the faculty member, or the Provost or the Executive Vice President for Health Affairs, within 7 days of the faculty member's receipt of the statement of charges must request the Committee of Three to form a hearing committee.

The essential functions of the hearing committee are to assemble and review pertinent information and to make appropriate recommendations. In constituting a hearing committee, the Committee of Three shall choose a panel of nine members of the faculty from which either party, within 5 days of notification of the panel, may strike not more than two names. In the event that more than five names remain after the completion of this process, the Committee of Three shall select five to serve as the hearing committee.

The hearing committee shall, within 7 days after its appointment, select its own presiding officer and promptly notify the Provost or the Executive Vice President for Health Affairs and the Committee of Three of the name of the presiding officer and the date of selection. If the hearing committee wishes to retain independent counsel, prior approval of the Attorney General of the State of Connecticut is necessary. The University will bear any costs of the hearing procedure, except that the individual concerned will be responsible for any fees he/she incur may incur for counsel, expert witnesses, and other defense expenses, and for the expense of any witness provided for the individual by the University.

Within 7 days of the selection of a presiding officer for the hearing committee, written notice of specific charges will be served. The faculty member may respond to the charges in writing within 7 days.

³ All references to days are to calendar days.

The date for the hearing shall not be set until the faculty member has responded or the time limit for such response has expired. If the faculty member denies the charge against him/her, asserts the charges do not support a finding of adequate cause, waives his/her right to appear, or refuses to participate in the hearing in person or in writing, the hearing committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

- a. Since the hearing deals with personnel matters, it shall be closed unless the faculty member requires in writing that it be open.
- b. During the hearing the faculty member will be permitted to be represented by or to have with him/her an academic adviser and/or legal counsel of his/her own choosing. The Provost or the Executive Vice President for Health Affairs may be accompanied by or represented at the hearing by a delegate and/or legal counsel of his/her own choosing.
- c. At the request of either party or the hearing committee, representatives of professional organizations shall be permitted to attend the hearing as observers.
- d. A verbatim record of the hearing or hearings will be taken and a typewritten copy or legible facsimile thereof will be made available without cost to the faculty member and to the hearing committee. The requirement of a verbatim record may be waived by mutual consent of the hearing committee and both parties.
- e. The burden of proof that adequate cause exists rests with the institution and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- f. The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the institution will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.
- g. The hearing committee may grant adjournment to enable either party to investigate evidence as to which a valid claim of surprise is made.
- h. The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the committee determines that the interest of justice require admission of his/her statement, the committee will identify the witness, disclose his/her statement, and if possible, provide for written interrogation.
- i. In the hearing of charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher education.
- j. The hearing committee will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every reasonable effort will be made to obtain the most reliable evidence available.
- k. The findings of fact and the decision will be based solely on the hearing record.

1. Except for such simple announcements as may be required covering the time of hearing and similar matters, public statements and publicity about the case by the hearing committee, the faculty member, and the administrative officers will be avoided until the proceedings have been completed, including consideration by the Board of Trustees. The Provost or the Executive Vice President for Health Affairs and the faculty member will be notified of the recommendation in writing and will be given a copy of the record of the hearing.
4. The hearing committee shall report to the President within 30 days after the selection of its presiding officer. The committee may conclude, and shall report to the President, that the conduct with which the faculty member is charged (a) merits dismissal or (b) does not merit dismissal. If the committee concludes that the conduct does merit dismissal, but that there are circumstances that warrant clemency, it will so recommend, with supporting reasons. If the committee concludes that the conduct does not merit dismissal, (a) it may recommend that the conduct does not merit any disciplinary action or (b) it may recommend a penalty short of dismissal.
5. If the President does not accept the recommendation of the hearing committee, he/she will state the reasons therefore to the hearing committee and to the faculty member within 14 days after receiving the report of the hearing committee. The hearing committee shall, within 14 days, prepare a rejoinder or notify the President that it intends no rejoinder. The President shall within 10 days notify the faculty member, the hearing committee, and the Committee of Three of his/her decision in the case, together with reasons therefore if he/she does impose a penalty.

The President shall report to the next meeting of the Board of Trustees any action taken by him/her in response to the report of a hearing committee. If dismissal or other penalty is invoked, the faculty member may within 30 days request the President to notify the Board of Trustees that the faculty member wishes to appeal the decision. The President shall then within 10 days transmit to the Board the record of the case. In such an event, the Board's review will be based on the record of the committee hearing and the correspondence between the hearing committee and the President after the hearing committee makes its recommendation. This review will provide opportunity for argument, oral, written, or both, by the principals at the hearing or by their representatives. Such a review must be scheduled within 21 days of the date on which the Board members are supplied with the record. Since the review deals with personnel matters, it will be closed unless the faculty member requires in writing that it be open. If the Board disagrees with the recommendations of the hearing committee, it will so notify the committee with specific objections. Taking into account the stated objections, and receiving new evidence if necessary, the committee will then reply to the Board within 10 days. The Board will make a final decision only after study of the committee's reply.

6. Expeditious completion of these procedures is in the best interests of all parties concerned. The time limits specified are maxima. The Committee of Three may, upon request, extend, for cause, any of the foregoing time limits.

I. Suspensions

Until the final decision on dismissal has been reached, the faculty member may be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to him/herself or others is threatened by his/her continuance. Before suspending a faculty member, pending an ultimate determination of his status, the administration will consult the Committee of Three. Suspension is appropriate only pending a hearing; a suspension which is intended to be final is a dismissal, and will be dealt with as such. Salary will continue during the period of suspension.

J. Terminal Salary

Tenured faculty who are dismissed for reasons other than moral turpitude will receive their salaries for at least a year from the date of notification of dismissal, whether or not they are continued in their duties at the University. Faculty members on probationary appointment will receive their salaries to the end of the current year.

K. Retirement

1. A faculty member's decision to retire is understood to be an individual one, but in the interests of continuity and proper academic planning, it is expected that the faculty member will give notice of his/her plans at the earliest opportunity.
2. Any member of the faculty, who at the time of retirement is at the University of Connecticut and retires under the provisions of the State Retirement Act or the Alternate Retirement Plan, may by vote of the Board of Trustees or Health Center Board of Directors be awarded emeritus status provided that one of the following conditions is met:
 - a. The faculty member has served at least 25 years at collegiate institutions including at least five years at the University of Connecticut.
 - b. The faculty member has attained the rank of full professor at the University of Connecticut.
3. There shall be a standing University of Connecticut Retirement Committee. Faculty not meeting either conditions in Section 2a or Section 2b above may become emeriti by vote of the Board of Trustees following recommendation of the President and the Retirement Committee. Other professional staff are also eligible for this designation following recommendation of the President and the Retirement Committee.
4. It is in the interest of the University that emeriti, as defined in paragraph two, continue their scholarly activities. The University encourages the maintenance of informal and scholarly contacts between emeriti and their active colleagues and will endeavor to provide working space, equipment, library facilities, and the like to all who can demonstrate reasonable need. Such support will be contingent upon availability of resources at the time. Deans and department heads, where appropriate, may invite emeriti for professional activities such as lecturing, serving on academic committees, and advising students.

L. Leaves of Absence

1. *Sabbatical Leaves*

- a. Sabbatical leave is a privilege to be applied for in each case and is in no instance to be considered an earned perquisite. Such leaves may be granted on application for the purpose of the advancement of knowledge or professional improvement of mutual benefit to the University and the individual. Following such leave, individuals are obligated to return to active service at the University for a minimum of one year. The applicant should file a specific written application accompanied by a statement as to how the leave is to be used. This application should be approved by the department head, the dean or director, and the Provost or the appropriate Vice President, who will in turn submit it to the Board of Trustees with his/her recommendation.

The privilege is open to all full-time teachers who have at least the rank of assistant professor or a corresponding rank and who have been in continuous full-time service at the institution for at least six years. Following a grant of sabbatical leave, the privilege may be renewed after an additional period of continuous full-time service of at least six years. Exceptions in regard to continuous service may be made upon recommendation of the Provost or, for faculty in the School of Medicine, the Executive-the appropriate Vice President for Health Affairs and the approval of the Board of Trustees or the Board of Directors. The receipt of grant or fellowship funds to cover travel and other expenses incidental to the leave will not ordinarily impact the granting of a request for such leave.

- b. The duration of the leave granted shall be determined by the Provost or, for faculty in the School of Medicine, the appropriate-Executive Vice President for Health Affairs. Six years of continuous full-time service is defined as full-time service for at least twelve of the fourteen semesters preceding the leave. Each sabbatical leave eligibility is for a period of one year (two semesters). Leave may be taken for the full period at half pay or for up to half the period at full pay. After each period of eligibility in which a sabbatical leave is taken, whether for all or a portion of the period, there must be at least six years of continuous full-time service before the next eligibility period. Thus, the timing of eligibility periods is not affected by whether leave is taken for a full period at half pay or for up to half the period at full pay. Faculty members in tenure track positions are not eligible for sabbatical leave before the last year of their probationary periods.

Leave for faculty members employed on an eleven months' basis or for faculty in the Schools of Medicine and Dental Medicine may be for a period of up to six months with full pay or for a period up to twelve months with half pay.

- c. Sabbatical leave, whether at full or reduced pay, is considered full-time service, and therefore, persons on sabbatical leave are not permitted to engage in paid employment elsewhere. If a staff member is considering an arrangement in which he/she will receive compensation for services from the University and from outside agencies which will together exceed his/her regular University salary, the staff member is expected to take a leave without pay rather than a sabbatical leave.

- d. Members of the professional staff are in a separate classification. They shall make their application directly to the President if the unit reports to the President or to the Provost or appropriate Vice President, if any.
- e. The recommendation of the head of the department and of the dean in charge of the school/college shall accompany applications for leave. All applications should be made at least one year prior to the date when the leave is to begin. Ordinarily the grantee will receive notification that the leave is granted at least two months before the end of the semester previous to the one in which the leave is to begin.
- f. Arrangements for carrying on the duties of a person on leave shall be made by the appropriate department head and dean in consultation with the faculty member as appropriate. The department head is expected to certify whether or not the work of the department can be carried on if the leave is granted substantially as it would have been otherwise. If courses would have been withdrawn or other changes made in the department's program even without the granting of the leave, the changes may be made during the leave, but it is not expected that sabbatical leaves will be granted if they must be taken at the expense of the students or of the regular departmental program.
- g. If an approved leave is postponed for a period by the administration, the applicant's next leave may be granted for the year in which it would have fallen if there had been no such postponement.
- h. Sabbatical leaves are granted in the expectation that the recipient will resume his/her previous duties at the end of the leave. Ordinarily the staff member will return at the same rank and salary which he/she had when the leave began. This understanding, however, is subject to the qualification (which applies in the same degree to those in residence) that the Board may sometimes find it necessary to change the compensation or duties of some or all staff members because of changes in enrollment, financial exigencies, or other circumstances beyond its control. The grant of leave does not change the tenure-status of the recipient.
- i. After leave has been taken, a written report of the work done shall be made to the officer who approved the leave through the department head and the dean or director.

2. *Leave Without Pay*

Leave of absence without pay may be granted by the President for those units which report to the President or by the Provost or the Vice Presidents for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases and are in the first instance, ordinarily granted for up to a year. Professional staff members desiring such leaves should apply through their department heads and deans and through the appropriate Vice President, if any. A report of all such leaves as are granted shall be made to the Board of Trustees for their information.

3. *Military Leave*

Members of the professional staff are eligible for military leave consistent with applicable state and federal law. Part-time employees will be granted such leave if they have worked the equivalent of six months or more full time. Thus, an employee would become eligible after twelve months of half-time employment, etc.

4. *Sick Leave for Faculty With or Without Pay*

Each case is considered separately and involves careful consideration of length of service, nature of the illness, and anticipated length of disability. Application for sick leave should be made not later than ten days after the staff member's return to work.

5. *Other Regulations Regarding Leave of Absence*

- a. No employee of the University of Connecticut shall receive leave with pay for service in any elective political office.
 - b. No member of the professional staff shall be absent from his/her duties at the University except by permission of the department head. Short leaves to cover emergency situations may be granted by the department head, who will make such arrangements as are feasible to re-assign the absent staff member's work. In each such case, the department head will file a record of the matter with the dean. No such emergency leave shall be granted for a longer period than ten days without previous permission of the President for those units which report to the President or by the Provost or the appropriate Vice President.
 - c. Except in very unusual circumstances, no tenured or tenure track faculty member may receive a leave of absence to accept a tenured or tenure track position with another University. Such exceptions will require advance approval from the Provost.
- M.** No employee in the service of the University shall devote to private purposes any portion of the time due the University without consent as may be provided in established University policy. Faculty members may take on outside consulting and research activities after the specific project has been approved by the Provost. Nothing herein contained shall be construed as authorizing any private practice by any full-time member of the faculty of either the School of Medicine or the School of Dental Medicine.
- N.** To the extent that there are facilities available, University employees are entitled to receive from the University unit responsible for student health services immediate care for injuries incurred in the line of duty. This unit is to offer limited primary medical care services to University employees within available resources on a fee for service basis.
- O.** The University Libraries shall be used by faculty, staff, and students and as appropriate, by the citizens of the State.
- P.** Members of the faculty are permitted to audit courses without payment of fees, subject to consent of instructor, and availability of library, laboratory, and classroom facilities.
- Q.** No full-time member of the professional staff may take for credit any academic work at this institution or elsewhere during that employee's regular working hours, without prior written

approval of the President for those units that report to him/her, the Provost, or appropriate Vice President.

- R.** The existence of a family relationship to a staff member does not affect the eligibility of any person for employment by the University. To avoid potential conflict between personal and institutional interests, no staff member may be assigned responsibility for supervising the work of a relative consistent with the University's policy on nepotism.

S. University Faculty Grievance Procedure⁴

If a member of the faculty under the jurisdiction of the Provost, excluding the faculty in the Schools of Medicine and Dental Medicine, believes there is a cause for grievance which cannot be resolved by ordinary means, the complainant may request the Committee of Three (Article IX.G.2.) to appoint a hearing committee to evaluate the grievance and to make appropriate recommendations concerning its resolution.

1. Complaints involving promotion, tenure, and reappointment decisions may be brought to the Committee of Three only at the end of a sequence of peer review procedures, including those of the Faculty Review Board (see Article I.X.G).
2. Other complaints may be brought to the Committee of Three only after appropriate administrative remedies have been exhausted.
3. The Committee of Three is empowered to mediate the complaint informally in consultation with the complainant, the person or persons against whom the grievance is lodged, and such other persons as the committee deems appropriate.
4. If the Committee of Three has been unable to mediate the complaint informally or determines mediation is not appropriate under the circumstances and believes that there may be such substance to the grievance as to justify further investigation, it shall appoint an ad hoc hearing committee of three or five faculty members and convey the grievant's written statement of the grievance to the hearing committee with a copy (or copies) to be sent to the person(s) against whom the grievance is lodged.
5. The hearing committee shall be empowered to have access to information it deems pertinent, to hold hearings and interviews, and to seek informal resolution of the issues raised. The hearing committee, after consulting all parties to the dispute, may decide to conduct its proceedings in confidence or with the concurrence of the grievant, to hold public hearings. Parties to the proceedings may, if they choose, be represented. It is incumbent upon all parties to refrain from aggravation of the issues during the course of grievance proceedings.
6. The hearing committee appointed by the Committee of Three shall be instructed by the Committee of Three to determine:
 - a. Whether the relevant procedures established by the University have been followed in the case before them.
 - b. Whether in substance the grievant has just cause for complaint.
 - c. In cases involving promotion, tenure, and reappointment:

⁴ This procedure applies to individual grievances not covered by Article XIV.F, H, and I.

- i. the sufficiency and relevance of the evidence employed in making the decision.
 - ii. whether the decision arrived at was in reasonable conformity with the evidence considered.
- d. Appropriate remedy, if any.
- 7. The hearing committee will make a report of its findings and recommendations to the Provost, with copies to the grievant, the person(s) against whom the grievance is lodged, and the Committee of Three. In those cases involving a grievance against the Provost, the report shall be sent to the President.
- 8. The collective bargaining agent shall be informed by the hearing committee of the substance of its report to the President or Provost.
- 9. Within thirty days of receipt of the hearing committee's report, the President or Provost shall inform the hearing committee, in writing, of his/her response to its recommendations, with copies to the grievant, the person(s) against whom the grievance is lodged, and the Committee of Three.
- 10. The collective bargaining agent shall be informed by the President or Provost of his/her response. The Committee of Three may make the hearing committee's findings and the response of the President or Provost known to persons or groups it deems appropriate.
- 11. If not satisfied with the outcome of the hearing committee's investigation and the action of the President or Provost in response thereto, the grievant may within thirty days of receiving the response, address a written appeal to the Board of Trustees through the President or Provost. The Board of Trustees will respond to the appeal in writing within a reasonable time.

T. Health Center Faculty Grievance Procedure⁵

Under most circumstances, a faculty member in the School of Medicine or the School of Dental Medicine who has a grievance will seek resolution through the usual channels of administrative authority (e.g., initial referral of the grievance to the Department Chair, to the dean of the appropriate school, and then to the Provost, or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs) or through the appropriate standing faculty appeals committees (e.g. space or compensation appeals committees), if any. If resolution is not possible or if the aggrieved party is dissatisfied with the proposed resolution(s), faculty peer review committees are empowered to hear grievances. Grievances related to promotion, reappointment, and tenure issues shall first be reviewed by the Health Center Faculty Review Board (HCFRB). In the case of a possible dismissal of a tenured faculty, the grievance will be referred to the Committee of Three at Storrs [see By-Laws Article XIV.G]. All other appeals and grievances will be referred directly to the Health Center Appeals Committee (HCAC).

1. Health Center Faculty Review Board (HCFRB)

⁵ This procedure applies to individual grievances not covered by Article XIV.F, H, and I.

- a. The Health Center Faculty Review Board (HCFRB), in its advisory role to the Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs, shall be the primary body to hear grievances related to promotion, reappointment, and tenure. It shall consist of a standing committee of seven (7) members, with two (2) representatives from basic science departments, two (2) from clinical dental departments, and three (3) from clinical medical departments. Each member must be a School of Medicine or School of Dental Medicine faculty member of senior rank on the UCHC payroll and may not be a Department Chair or Type II Center Director or a dean of any rank, or be a current member of the Committee on Appointments and Promotions of either the School of Medicine or the School of Dental Medicine. The term of service is three (3) years and terms shall be staggered. The chair will be selected from the membership by the HCFRB. Each year, a nominating committee consisting of the chairpersons of the School of Medicine Oversight Committee and the School of Dental Medicine Council shall select at least two (2) candidates from the appropriate constituency to fill vacancies. The members of the HCFRB shall be elected by the faculty of the Schools of Medicine and Dental Medicine who are paid by the UCHC. The HCFRB will develop, revise as necessary, and post rules governing its processing of grievances. Such rules must be in compliance with the University's Laws and By-Laws.
- b. Grievances may be brought to the HCFRB by the aggrieved party or referral by the Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs and must be submitted to the Chair of the HCFRB in the form of a cover letter and accompanied by supporting documents. Copies of the cover letter and materials will be sent to the Provost and to the person or persons against whom the grievance is lodged. The process of referral or evaluation of a grievance shall commence within 15 working days after formal filing of the grievance.
- c. The HCFRB may conduct its proceedings in closed session or, with the concurrence of the grievant, hold public hearings. Parties to the proceedings may choose to be represented. The HCFRB shall evaluate the grievance in a prompt and timely manner.
- d. The HCFRB will submit its report and recommendations to the Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs. Copies of its report shall be sent to the grievant and to the person(s) against whom the grievance is lodged. In cases of grievances against the Provost or the Executive Vice President for Health Affairs, a copy of the report shall be sent to the President. Final disposition of grievances shall be effected without unnecessary delay.
- e. If not satisfied with the outcome of the HCFRB investigation and the action of the Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs in response thereto, the grievant or the person or persons against whom the grievance is lodged may, within thirty days of receiving the response, address a written appeal to the HCAC.

2. Health Center Appeals Committee (HCAC)

- a. This committee shall be a standing committee consisting of three (3) permanent members. The permanent members will include one (1) representative each from a basic science department, a clinical dental department, and a clinical medical department. Permanent members shall be School of Medicine or School of Dental Medicine faculty members of professorial rank on the UCHC payroll. They shall be elected by the faculty of the Schools of Medicine and Dental Medicine who are paid by the UCHC from a slate of candidates nominated by the chairs of the School of Dental Medicine Council and the School of Medicine Oversight Committee to serve staggered terms of six (6) years. A permanent member may not be a current member of the HCFRB or the Committee on Appointments and Promotions of either school and may not be a Department Chair, Type II Center Director, or dean of any rank. The HCAC will develop, revise as necessary, and publish rules governing its processing of grievances. Such rules must be in compliance with the University's Laws and By-Laws.
- b. Grievances may be brought to the HCAC directly by the aggrieved party or referral by the Provost, or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs and must be submitted to the Chair of the HCAC in the form of a cover letter and accompanied by supporting documents. Copies of the cover letter and supporting documents will be sent to the Provost and Executive Vice President for Academic Affairs or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs and to the person or persons against whom the grievance is lodged. The process of referral or evaluation of a grievance shall commence within 15 working days after formal filing of the grievance.
- c. If, after consultation with the complainant, the person or persons against whom the grievance is lodged and such other persons as the committee deems appropriate, the HCAC has been unable to mediate the complaint informally, it then must determine if the complaint has enough substance to warrant a full hearing.
- d. The HCAC may not come to a decision that there is insufficient substance to justify further investigation without first providing the grievant an opportunity to address the HCAC in person. In such a case, the grievant may be represented.
- e. If the HCAC believes that there may be such substance to the grievances as to justify further investigation, it shall appoint a five member ad hoc committee called the Hearing Committee. Members of the HCAC may serve on the Hearing Committee. The ad hoc members must be of senior rank, but not necessarily full professors, and must otherwise meet the same restrictions on eligibility as described for members of the HCFRB and HCAC.
- f. The Hearing Committee shall be empowered to have access to information it deems pertinent, to hold hearings and interviews, and to seek informal resolution of the issues raised. The grievant and the person or person(s) to whom the grievance is lodged will be afforded the opportunity to directly address the Hearing Committee in person. The Hearing Committee, after consulting all parties to the dispute, may decide to conduct its proceedings in private or, with the

concurrence of the grievant, to hold public hearings. Parties to the proceedings may, if they choose, be represented. It is incumbent upon all parties to refrain from aggravation of the issues during the course of grievance proceedings.

The Hearing Committees shall determine:

1. Whether the relevant procedures established by the University have been followed in the case before them.
2. Whether the grievant has just cause for complaint.
3. In cases involving promotion, tenure, and reappointment:
 - a. Whether the evidence employed in making the decision was sufficient and relevant.
 - b. Whether the decision was reasonable considering the evidence presented.
4. An appropriate remedy, if any.

- g. The Hearing Committee will issue its report and recommendations to the Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs. In those cases involving a grievance against the Provost or the Executive Vice President for Health Affairs, the report shall be sent to the President. Within thirty days of receipt of the Hearing Committee's report, the President, ~~or the Provost~~ or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs shall inform the Hearing Committee in writing, of his/her response to its recommendations, with copies to the grievant, the person(s) against whom the grievance is lodged, and the HCAC. Final disposition of grievances by the Health Center Appeals Committee shall be effected without unnecessary delay.
- h. If not satisfied with the outcome of the Health Center Appeals Committees' investigation and the action of the President or Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs in response thereto, the grievant, the person against whom the grievance is lodged, the University President or Provost may, within thirty days of receiving the response, address a written appeal to the University of Connecticut Health Center Board of Directors through the President or Provost or, for grievances in the School of Medicine, the Executive Vice President for Health Affairs.

3. Board of Directors

The Board of Directors or its designee will examine the grievance for the process and will respond to the appeal in writing within a reasonable time. At its discretion, the Board of Directors or its designee may elect to mediate the grievance, conduct further investigation, and/or act on the grievance. If the Board of Directors or its designee elects to hold interviews or hearings, these may be held in public only with the concurrence of the grievant. All parties to interviews and hearings may be represented.

U. Grievance Procedure for Management-Confidential Professional Staff

A member of the management-confidential professional staff who believes he/she has cause for a grievance that cannot be adjusted by informal means may present a formal grievance under the following procedure:

1. The employee, with or without a representative, shall first present the grievance to the immediate supervisor. The immediate supervisor shall answer in writing to the employee within seven calendar days from the date the grievance is submitted.
2. When the answer is not satisfactory to the employee, the employee, with or without a representative, shall present the grievance to the appropriate Vice President. The Vice President shall answer in writing to the employee within seven calendar days thereafter.
3. An employee who is still aggrieved may appeal the grievance to an ad hoc Appeal Board appointed by the President. The Appeal Board shall consist of seven members at least four of which shall be members of the management-confidential professional staff. The grievant may be represented in matters before the Appeal Board.
4. The decision of the Appeal Board shall be in writing and shall be in the form of a recommendation to the President. Copies of the Appeal Board's recommendation shall be forwarded to the employee.

ARTICLE XV – General Policies and Practices

- A. No organization or group shall discriminate against or exclude a person because of race, religion, national origin or other protected class recognized by state or federal anti-discrimination laws, on that land owned or operated by the University of Connecticut, and organizations or groups that are found to have violated state or federal anti-discrimination laws shall not have the use of University-owned or operated buildings or property.
- B. All purchasing and contracting for supplies, equipment, and/or services and the management, accounting, and deposit of University funds must conform to applicable state statutes and University policies and procedures.
- C. Any business or communication from members or groups of the University staff that concerns the University or its departments and which requires action by the Board of Trustees shall be presented to the Board by the President of the University. If the President refuses or neglects to place such business or communication or any part thereof before the Trustees within a reasonable time, those concerned may present their petition directly to the Board.
- D. All apparatus, museum, and scientific collections, and other University property shall be in the immediate charge of the department head to which such material has been assigned, subject, however, to the control of the appropriate Vice President. Every person having charge of any apparatus, specimens, books, collections, or other University property shall be held responsible for their safety and shall ensure a record or inventory of all property for which he/she is responsible is maintained in compliance with University policy.

- E.** The name or insignia of the University shall not be used by any individual or by any group not duly organized as a part of the University without the approval of the President.

F. Naming of Facilities

The act of naming or renaming a University facility for a person, family or organization confers one of the University's highest and most conspicuous honors.

The President is authorized to establish guidelines and procedures in accordance with this policy for naming University facilities. The naming of any facility must be approved by the Board of Trustees upon recommendation of the President.

G. Intellectual Property

1. *Ownership of inventions*⁶

The University shall be entitled to own, or to participate in the ownership of, any invention, on the following conditions:

- a. The University shall be entitled to own the entire right, title, and interest in and to any invention:
 - i. conceived by one employee solely or by employees jointly in any instance in which such invention is conceived in the course of performance of customary or assigned duties of the employee inventor or inventors, or
 - ii. in which the invention emerges from any research, development, or other program of the University, or
 - iii. is conceived or developed wholly or partly at the expense of the University, or
 - iv. with the aid of its equipment, facilities, or personnel.
- b. In each such instance, the employee inventor shall be deemed to be obligated, by reason of employment by the University, to (i) disclose the invention fully and promptly to an authorized executive of the University; (ii) to assign to the University the entire right, title, and interest in and to each such invention; (iii) to execute such instruments of assignment to that effect; (iv) to execute such proper patent applications on such invention as may be requested by an authorized executive of the University, and (v) to give all reasonable aid in the prosecution of such patent applications and the procurement of patents.
- c. The University shall have the rights defined in Section G.1.a. with respect to inventions conceived jointly between employees and non-employees to the extent to which an employee has or employees have disposable interests therein and to the

⁶ For the purpose of this section, 'invention' shall mean that which is produced for the first time through the use of imagination or ingenious thinking and experiment.

same extent the employee or employees shall be obligated as defined in said Section G.1.b.

- d. The University shall have no right to inventions conceived by non-employees, except as may be otherwise provided in contracts, express or implied, between the University and those entitled to the control of inventions.

2. *Management of Intellectual Property*

The University shall:

- a. File and prosecute patent applications and obtain patents, relating to inventions or discoveries which the University may be justly entitled to own or control, wholly or partly, and receive and hold in separate custody, assignments, grants, licenses, and other rights in respect to such inventions, discoveries, patent applications, and patents.
- b. Make assignments, grants, licenses, or other disposal, equitably in the public interest, of any rights owned, acquired or controlled by the University, in or to inventions, discoveries, patent applications, and patents, and to charge therefore and collect, and to incorporate such funds in the custody of the University, reasonable compensation in such form and measure as the Board of Trustees authorizes or ratifies.
- c. Execute contracts with employees and others for the purpose of carrying out the appropriate management of the University's intellectual property. The entire beneficial ownership of intellectual property shall vest in the University and the Board shall exercise complete control thereof.

3. *Employees to share in proceeds*

- a. Each employee who conceives any invention and discharges his/her obligations to the University as herein before provided shall be entitled to share in any net proceeds that may be derived from the assignment, grant, license or other disposal of such invention.
- b. Proceeds shall be computed with reasonable promptness after collection and after deducting from gross proceeds the costs and expenses allocated to that invention or discovery.
- c. A minimum of twenty percent of the net proceeds shall be paid to an employee who solely conceived or made the invention, and shall be paid in shares to two or more employees who jointly made the invention. The Board of Trustees may increase the amount by which any employee or employees may participate in such net proceeds.

4. *Dispute Resolution*

Disagreements as to the allocation of any invention to a category, or with respect to the obligations of any employee, or due performance thereof, or with respect to participation of any employee in net proceeds, or with respect to the rights or obligations with reference to inventions in any category, shall be resolved as follows:

- a. By voluntary arbitration of all relevant issues if the disagreeing parties approve and agree to be bound by the decision upon such arbitration.
- b. By compulsory arbitration if that is provided for in any applicable contract between the disagreeing parties.
- c. By recourse to courts of appropriate jurisdiction within the State if arbitration cannot be resorted to under either subsection (a) or (b) of this section.

5. *Regulations for arbitration*

The Board is authorized to establish and regulate equitably in the public interest, such measures as the Board deems necessary for the purposes of such arbitration, and to make contracts for compulsory arbitration, in the name of the University.

6. *Rights as to products of authorship*

The University shall not claim any literary, artistic, musical, or other product of authorship covered by actual or potential copyright laws of the United States, but the University shall be authorized to make and enforce any contract, express or implied, which it may make with respect to any such subject matter.

H. Establishment of University Regional Campuses

Before a new campus of the University of Connecticut is opened in any locality, the University's Board of Trustees must be convinced that a significant number of prospective students in that locality are unable to secure education at the college level from resources already available in the community and that there is urgent local demand for the University to establish a campus there.

I. Student Organizations

Responsibility for the oversight and, where appropriate, support of student organizations is vested with the Vice President for Student Affairs or his/her designee. Such oversight shall include, but not be limited to, the development of policies and procedures related to student organization registration, recognition, and activities.

1. The University recognizes the right of any group of students to form a voluntary organization for any purpose not prohibited by law. Student organizations wishing to hold meetings and events in University facilities and be eligible for advice, training, and support from the University must have an active membership comprised chiefly of registered students and have met and maintained registration requirements as determined by the Vice President of Student Affairs or his/her designee. Such organizations shall be deemed 'registered student organizations.'
2. The University assumes no responsibility for the actions and activities of registered student organizations or their membership.

Registered student organizations having a formal advisee/advisor relationship with a University department may, in some cases, receive special help and supervision from those departments.

University faculty, staff and graduate assistants serving in an advisory capacity for registered student organizations will not be held responsible for the actions of student organization members provided any advice offered is consistent with applicable University, State, and Federal laws and is in the best interest of the safety of students and all individuals involved.

3. So far as its facilities permit, the University will provide registered student organizations with suitable meeting places without charge and will encourage and protect lawful freedom of expression during meetings of such organizations. The responsibility for any views expressed in such meetings vests with the individuals concerned. The University's role is not to approve or disapprove such views, whatever their nature, but to be concerned exclusively with the discharge of its educational obligation to facilitate free discussion of all points of view to the extent guaranteed by the Constitution of the United States and of the State of Connecticut. The University does not approve the qualifications of speakers whom registered student organizations invite to address them, nor, except as to availability of space and related issues of public safety, on the number or size of meetings which may be held.
4. The name of the University shall not be used by any group not duly authorized as a part of the University, nor by any individual, without the approval of the President or his/her designee. Registered student organizations are considered not to be "duly organized as a part of the University." In authorizing or denying the use of the name of the University, the President will, in general, be guided by the need of making clear to the public the nature of the relation of the organization in question to the University.
5. The University places no restrictions as to purpose on the solicitation of funds by registered student organizations, within or without the University community unless such activities violate state or federal laws. The time, place, and method of solicitation within the University by registered student organizations shall be governed by regulations established by the Vice President for Student Affairs or designee in the interest of public safety, avoiding over-crowding and unreasonable interference with those using an area for other purposes.

J. Use, possession, sale, distribution, or manufacture of alcohol, controlled substances and/or drugs or drug paraphernalia are prohibited except as expressly permitted by law and University regulations.

K. Regulations Regarding Residence

1. All students, before registering for classes for the first time at the University of Connecticut, must file an affidavit of residence, on forms prescribed by the University. On the basis of this information, each entering student will be initially classified as a Connecticut or an Out-of-State student.
2. The status of each student will be determined by the definitions established in the Connecticut General Statutes.
3. The failure of a student to disclose fully and accurately all facts relating to his/her residence status shall be grounds for suspension or expulsion.

L. Policy Regarding the Expression of Dissent

1. Orderly picketing and other forms of peaceful demonstration are permitted outside of buildings and in other public gathering areas. Significant interference with entry into or exit from such buildings or areas or with the free movement of any person on the University campus is not permissible.
2. Entry into University buildings, meeting halls, classrooms, and other designated areas may properly be restricted to those engaged in the normal or scheduled activities being conducted. The presence of unauthorized persons in such areas leading to substantial interference with other University activities, after due notice has been given, orally or in writing, will be construed as interfering with or obstructing a University activity and is not permissible.
3. The creation of loud or excessive noise that substantially disrupts or interferes with classes or other University activities is not permissible.
4. Direct personal abuse, whether physical or verbal, that significantly infringes upon the rights of others to participate in the academic community or leads to substantial disruption of a University related activity is not permissible.

M. Commencement

Commencement Exercises are authorized at the conclusion of both the Fall and Spring semesters.

ARTICLE XVI – Advisory Search Committee for President

- A. The purpose of the committee is to assist the Board of Trustees in its statutory responsibility of selecting the President of the University of Connecticut. To this end, the committee will need to conduct a broad search, developing a diverse candidate pool, screen qualified candidates, and make appropriate recommendations to the Board.
- B. The committee will be appointed by the Board of Trustees from recommendations submitted from various constituencies, including trustees, professional staff, faculty, students, and alumni. The committee should be large enough to represent each of the constituencies adequately. The Chair of the Board of Trustees shall serve *ex officio* as the Chair of the Search Committee. The faculty members of the search committee will include the faculty members of the Senate Executive Committee.
- C. The Board of Trustees should designate a small steering committee of the Advisory Search committee composed of committee members who can devote long hours to the work. The steering committee will be used to expedite the search procedures in ways agreed upon by the full committee. It will keep the full committee informed of the progress of the search by means of periodic meetings and, when appropriate, by written report.
- D. In order to insure equity and an objective evaluation of all candidates, it is essential that information on all candidates be available to each member of the committee and that no candidate be allowed to by-pass consideration by the committee.

E. The search will normally proceed along the following lines:

1. Clearly defining the needs of the University and the characteristics desired in the person to be chosen.
2. Developing a list of possible candidates and eliminating those unsuitable or not interested.
3. Developing a profile of the University for distribution to candidates being seriously considered.
4. Selecting and interviewing the most highly qualified candidates.
5. Ranking the leading candidates by vote and transmitting name(s) of finalist(s) to the Board of Trustees, with whatever qualifications the committee wishes to include.

During all of these stages, the steering committee will recommend steps to be taken to the Advisory Search committee, which will be responsible for all decisions.

F. Every possible method should be used in developing the initial list of candidates, including advertising and the solicitation of names from the various University constituencies, as well as from other sources, such as college presidents, foundation officials, officers of learned societies, business and labor leaders, and other prominent citizens.

G. Complete confidentiality of all proceedings must be maintained throughout the search; it becomes especially crucial during the later stages. Grave injustice to the candidates and serious harm to the University's reputation result from any breach of confidentiality. The damage to the University may not be immediately discernible, but will become evident in the willingness of outstanding individuals to be considered as candidates for high positions at the University of Connecticut.

ARTICLE XVII – Honorary Degrees

On recommendation of the Honors and Awards Committee and the President, the Board of Trustees may vote to confer honorary degrees on distinguished individuals. The Board should award an honorary degree only in recognition of extraordinary and lasting distinction. The award should represent the highest intellectual and moral values; it should reflect the very character and quality of the University itself.

A. There shall be an Honors and Awards Committee, consisting of the President, the Provost, the Executive Vice President for Health Affairs (~~both~~-all *ex-officio*), three faculty members nominated by the University Senate Executive Committee and appointed by the President, four members of the Board of Trustees appointed by the Chair of the Board, and two students appointed by the President. The President will chair the Committee. The faculty appointed by the President will serve for staggered terms of five years each and ordinarily may not succeed themselves. Students will serve one-year terms. The Board-appointed members will serve at the pleasure of the Chair.

- B.** The Honors and Awards Committee will prepare for approval of the Board of Trustees written criteria and procedures for the selection of candidates for honorary degrees.
- C.** Honorary degrees may be conferred at Commencement or at special convocations. Only under extraordinary circumstances will honorary degrees be conferred in absentia.

ARTICLE XVIII – Repeal and Amendment

- A.** All rules, orders, and resolutions of the Board heretofore enacted and in conflict with these By-Laws are hereby repealed.
- B.** These By-Laws may be amended at any regular meeting of the Board by a recorded majority vote of all members of the Board, provided notice of any proposed amendment, including a draft thereof, shall have been given at the previous regular meeting.

ARTICLE XIX – Contravention with Law

Should it be determined that any provision of these by-laws contravene any applicable federal or state law or regulation, such provision shall be invalid only to the extent of such actual contravention.

Board of Trustees approved April 24, 2013

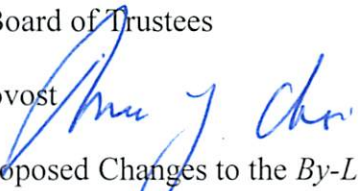
ATTACHMENT 6



University of Connecticut
Office of the Provost

Mun Y. Choi, Ph.D.
*Provost & Executive Vice
President for Academic Affairs*

June 26, 2013

TO: Members of the Board of Trustees
FROM: Mun Y. Choi, Provost 
RE: Notification of Proposed Changes to the *By-Laws of the University of Connecticut*

NOTIFICATION:

It is recommended that the Board of Trustees amend the *By-Laws of the University of Connecticut* Article XIV – The University Staff, Section K – Retirement.

BACKGROUND:

The *By-Laws of the University of Connecticut* may be amended at any regular meeting of the Board by a recorded majority of all members of the Board, provided that notice of any proposed amendment, including a draft thereof, shall have been given at the previous regular meeting. This document represents such notice and the resolution calling for the described amendments should be acted upon at the next meeting of the Board. This is a re-notification of proposed changes, following an initial posting at the September 28, 2011, Board of Trustees meeting.

The Board is being asked to revise the language of Article XIV, The University Staff, Section K, Retirement, to align the University's practice of granting emeritus status to retiring members of the University community, most notably, faculty, with the practices of other major public research universities around the country.

The proposed changes were approved by the Faculty Standards Committee of the University Senate, the UCHC *Ad Hoc* Committee on the Granting of Emeritus Status, and the University Senate.

For the information of the Board, also attached is the original language of Article XIV, Section K, with indications of the proposed amendments.

An Equal Opportunity Employer

Gulley Hall
352 Mansfield Road Unit 1086
Storrs, Connecticut 06269-1086

Telephone: (860) 486-4037
Facsimile: (860) 486-6379
e-mail: mun.choi@uconn.edu
web: www.uconn.edu

Article XIV, Section K. Retirement

1. A faculty member's decision to retire is understood to be an individual one, but in the interests of continuity and proper academic planning, it is expected that the faculty member will give notice of his/her plans at the earliest opportunity.
2. Any member of the faculty, who at the time of retirement is at the University of Connecticut and either retires under the provisions of the State Retirement Act or the Alternate Retirement Plan, may be awarded emeritus status. Also eligible is any member of the faculty who retires from an affiliated institution and whose promotion to the rank of Professor in the School of Medicine or School of Dental Medicine was based on scholarship after review by the Senior Appointments and Promotions Committee, Dean, and Provost.

Appointment to emeritus status requires a positive ~~by~~ vote of the Board of Trustees or Health Center Board of Directors (for faculty members with primary appointments in the School of Medicine or School of Dental Medicine). Candidates may be presented to the appropriate Board when both ~~be awarded emeritus status provided that one~~ of the following conditions ~~is~~ are met:

- a. The faculty member holds the rank of full professor or equivalent title (e.g. Senior Extension Educator) ~~has served at least 25 years at collegiate institutions including at least five years~~ at the University of Connecticut.
- b. The faculty member has ~~attained the rank of full professor~~ served at the University of Connecticut for at least five years at this rank.

There shall be a standing University of Connecticut Retirement Committee. Faculty members who do not meet ~~ing either both~~ conditions described in Section 2a ~~or~~ and Section 2b above may become emeriti by vote of the Board of Trustees or the Health Center Board of Directors following recommendation of the President and the Retirement Committee. Other professional staff are also eligible for this designation following recommendation of the President and the Retirement Committee.

3. It is in the interest of the University that faculty emeriti, ~~as defined in paragraph two,~~ continue their scholarly, teaching, and/or service activities. The University encourages the maintenance of informal and scholarly contacts between emeriti-retired faculty members and their active colleagues and ~~will endeavor to~~ may provide working space, equipment, library facilities, and the like to all who can demonstrate reasonable need. Such support will be contingent upon availability of resources ~~at the time.~~ Deans and department heads, where appropriate, may invite emeriti for professional activities such as lecturing, serving on academic committees, and advising students.

ATTACHMENT 7

THE UNIVERSITY OF CONNECTICUT CONSULTING PROGRAM FY 2012 ANNUAL REPORT

SUMMARY

FY 12 represented the fourth full year of operation of the University's consulting program that was implemented in mid FY '08¹. At the start of the year, the Director of the Storrs Faculty Consulting Office (FCO), Dr. Nancy Bull, was replaced by Dr. Sally Reis. The responsibility for supporting the Faculty Consulting Oversight Committee, was transferred from Rachel Rubin to Kimberly Fearney.

The new on-line faculty consulting approval system (OFCAS) became operational during the year starting on July 1 for pilot departments at Storrs with the final rollout with mandatory use by all departments on December 1. Over this time, a large number of paper request forms (245 for Storrs and 400+ at UHC) were also processed.

Most, but not all the goals for OFCAS were successfully addressed in FY 12 and both faculty and department heads generally viewed the system as a significant improvement over the prior paper request forms. The original goals were to:

- Facilitate the time it takes to obtain approval for consulting activities.
- Enable requests for consulting to be easily tracked through the approval process.
- Reduce the occurrence of data errors.
- Facilitate the annual reconciliation process.
- Provide those approving requests to consult with more organized data in order to support their decision making

Unanticipated problems occurred with the implementation of OFCAS and as a result the Faculty Consulting Offices needed to expend considerably more effort and attention to operate the program than originally planned. The on-line delivery system did not include all the original functionality expected. For example, request forms that were not completed in a single session could not be saved, and were therefore frequently lost requiring the re-typing of the same information. Such forms could only be completed by the faculty member (i.e. rather than staff as was allowed with the paper forms.)

Due to technical issues, the transfer of data from the paper request forms into the OFCAS database (necessary both to support the on-line reconciliation process as well as to develop a single database for reporting purposes) was delayed until the summer of 2012. As a result, the deadline for submitting year-end reconciliation reports for FY 12 was moved from September 15, 2012 to October 31, 2012.

¹ A full description of the origins of this new system was provided in the FY 08 Annual Report of the University's Consulting Program.

Additional problems arose during the summer of 2012 (which will be detailed in the FY 2013 annual report), that blocked access to information in FY 12 OFCAS database until April 2013. This delayed the writing of this annual report and made recent audits more difficult to conduct.

As mandated by legislation, the Faculty Consulting Oversight Committee (including a member of the Citizen's Ethics Advisory Board and members appointed by the Legislature) filed its third annual report to the UConn Board of Trustees and to the Legislature in the spring of 2012. This was a positive report. The Oversight Committee continues to monitor all audit reports related to the program and will issue its fourth report in the spring of 2013.

CONSULTING MANAGEMENT COMMITTEE

The Consulting Management Committee (CMC) once again amended its previous ruling on 'promotional presentations' to restrict the use of the contracting entity name and logos on educational materials and to put additional restrictions on journal club type presentations and speaker training sessions. The CMC reviewed and endorsed a Provost's policy on faculty managers who have more than 50% effort assigned to administration and advised management on possible changes to the University Teaching Elsewhere Policy and Conflict of Interest Thresholds. The latter were eventually approved by the Board of Trustees in August 2012 and will be described in the FY 13 Consulting Office report.

PERFORMANCE NUMBERS-STORRS CAMPUS+

The Faculty Consulting Office (FCO) on the Storrs Campus received 1,152 consulting forms from 446 individuals or 36% of those eligible to consult² (Table 1). Of these, 1,116 were approved (97.2% of the total) and 9 (< 1 %) were denied. In FY11, the FCO received 1,206 requests from 432 individuals with 98.8% approved and 1.2% denied.

All data were analyzed using the information submitted on the FY12 Annual Reconciliation Report. Reconciliation reports were received from all but 1 individual who engaged in consulting activities and who remained on the payroll when reconciliation reports were due. Nine individuals (17 requests) left employment with UConn-Storrs+ and did not complete a report.

Of the 1,116 approved activities, 1,056 occurred (94.6%) and 60 (5.4 %) were not performed. There were 446 individual faculty members who performed at least one consulting activity during the fiscal year.

The mean amount of time spent consulting during normal work time was 1.84 days. Of these, only 3 faculty members reported reaching the Provost's maximum of an average of one day per week during normal work hours (39 days for a nine month appointment).

Twenty (20) faculty members (4 % of those who consulted) indicated on their reconciliation reports that they used more time during the normal work hours than originally estimated (Table 3). The maximum number of additional days was 6 with a mean of 1.66 days. Of these, none were deemed to be material in the overage.

² The total number eligible faculty was obtained from the UConn 2011 Fact Sheet.

PERFORMANCE NUMBERS-UCHC CAMPUS

The FCO on the UCHC Campus received 735 Consulting requests from 164 individuals (Table 3). Of these, 701 were approved (95.4% of the total), 6 (.8%) were withdrawn or system errors, and 28 (3.8%) were denied. In FY 11 the FCO received 746 requests from 170 individuals with 97.7% approved, .8% withdrawn, and 1.5% denied.

Reconciliation reports were received on time from all those who engaged in consulting activities and who remained on the payroll when reconciliation reports were due. Several individuals left employment with UCHC and therefore 33 activities did not have reconciliation reports.

Of the 701 approved activities, 617 occurred and were reconciled (88.0%). There were 149 unique faculty members who performed at least one consulting activity during the fiscal year. The mean amount of time spent consulting during normal work time was 4.2 days. No faculty member exceeded the Provost's maximum of an average of one day per week during normal work hours.

Twelve faculty members indicated on their reconciliation reports that they used more time during the normal work hours than originally estimated (Table 4). Six of these reported using no more than one additional day, four indicating no more than 2 additional days, and two using no more than 3 additional days. The department heads will be notified of any unapproved time of more than one day (i.e. for six of the faculty) with a copy also sent to the faculty member.

AUDIT FINDINGS

By State statute, the consulting program must be audited twice a year by the Office of Audit, Compliance and Ethics. The fifth audit covering the time period from July 1, 2009 – June 30, 2010 was issued on December 21, 2011. It dealt with two major issues. The first concerned consulting by 9 month employees with extended employment during the summer on research grants and the need to implement system checks to ensure consulting does not conflict with commitments on these grants. These check systems have been implemented.

The second issue noted that 25 faculty members had submitted late reconciliation reports (1-111 days) and 5 had not submitted reports at all. The auditors recommended a clear sanctions policy be put in place articulating how to handle such situations. The existing sanctions policy was amended and posted accordingly. Further, it was believed that the implementation of OFCAS would facilitate the reconciliation process.

The sixth audit covering the period of time July 1, 2010 – December 31, 2010, was issued on August 13, 2012. It dealt with two major issues. The first concerned the degree to which department heads understood and were tracking consulting time that takes place during 'normal work time'. Management agreed to develop new department head training sessions and to require attendance. These training sessions were completed in December 2012. In addition, OFCAS was designed to provide additional information to the department heads regarding the

amount of consulting being done by their faculty so that could be considered prior to department heads issuing their approval for new requests.

The second issue related to an on-going concern of the auditors that a select number of complex and “high risk for conflict of interest” cases cannot be adequately assessed through the current consulting approval process. Such cases may require consideration of information beyond what is requested during the consulting approval process and may pertain to rules and standards from many domains such as CoI in research, technology transfer and other domain specific CoI policies. Management agreed to convene a University-wide CoI Committee to consider such cases which would first develop standards for what constitutes such high-risk cases and then assess such situations that have been identified. The Committee was convened and is chaired by the Storrs Compliance Officer, Kimberly Fearney. It has developed the definitions and will begin the review process for identified cases for consulting activities starting in FY 13.

The seventh audit covering the period of time July 1, 2010 - June 30, 2011 was issued on November 8, 2012. This audit dealt with two major issues. The first concerned the recent availability of data (payments made to physicians) being published by a subset of pharmaceutical and medical device companies. Such data could be used to audit the compliance of our faculty in obtaining permission to consult and/or in filing required conflict of interest disclosure statements.

The UHC Office of Research Compliance subscribes to a service that collates these data into a single report (Pharmashine). Based on this PharmaShine report including data for FY 11, the Office of Audit, Compliance and Ethics raised concerns about two UHC faculty members and their compliance with the faculty consulting policy. A cross-campus team collaborated to develop a standard approach for conducting such investigations. In both cases, the faculty members were found to be out of compliance with the consulting policy.

One of the provisions of the federal Affordable Care Act is that all pharmaceutical and medical device companies will be required to report such data annually (with the first data collection starting August 2013) and another is the federal government will publish such payment data on a publicly accessible website (starting September 2014). The auditors believe that the faculty need to be made aware of these provisions and that a University-wide approach regarding if and how to use such payment information needs to be developed. Management agreed to develop a University-wide approach accordingly by January 31, 2013 (which was the target deadline for data collection to start.) The University is still developing this policy but the federal government moved the starting deadline for collecting payment information to August 2013. In the meantime, the Office of Audit Compliance and Ethics is monitoring the Pharmashine data reports.

The second audit issue dealt with a small number of faculty members who consulted during the summer while working 100% of research grants, despite an existing ban of this. The auditors recommended more robust system to prevent these situations from occurring. Management is reconsidering whether the 100% ban is appropriate and based on that analysis may remove it from the consulting rules.

The eighth audit, which is still underway, covers the period of time from July 1, 2011 - June 30, 2012. Given a change in State statute, audits are now only required on an annual basis starting with this report. These reports of this audit will be presented in the FY 13 Consulting Report

ISSUES FOR FY '13

- Implementation of phase 2 of the On-line Faculty Consulting Approval System (OFCAS).
- Providing additional training to department heads and deans.
- Developing an approach for addressing the Payment to Physician Sunshine Act
- Addressing all previously raised and new audit findings

S. Reis
S. Wetstone
May 15, 2013

Table 1 – Storrs Requests to Consult

Requests		Total	ATHL	BUS	CANR	CLAS	ED	ENG	FA	VPR	LAW	NURS	PHARM	SW	Other
	#	1152	14	69	58	364	240	65	74	6	23	45	161	22	11
	%	100%	1%	6%	5%	32%	21%	6%	6%	<1%	2%	4%	14%	2%	1%
Unique Faculty		Total	ATHL	BUS	CANR	CLAS	ED	ENG	FA	VPR	LAW	NURS	PHARM	SW	Other
	#	446	8	30	33	169	55	39	26	5	10	16	34	13	8
	%	100%	2%	7%	7%	38%	12%	9%	6%	1%	2%	3%	8%	3%	2%
Requests/faculty		Total	ATHL	BUS	CANR	CLAS	ED	ENG	FA	VPR	LAW	NURS	PHARM	SW	Other
	mean	2.58	1.75	2.3	1.75	2.15	4.36	1.66	2.86	1.2	2.3	2.81	4.74	2.63	1.38
	10 or more requests	10	-	1	-	2	4	-	1	-	-	-	3	-	-

DEFINITIONS:

*STORRS CAMPUS: includes Storrs and Regional campuses, School of Social Work and School of Law

SCHOOL/COLLEGE/UNIT

ATHL Athletics

BUS Business

CANR Agriculture and Natural Resources

CLAS Liberal Arts & Sciences

ED Education

ENG Engineering

FA Fine Arts

VPR Vice President for Research

LAW School of Law

NURS Nursing

PHARM Pharmacy

SW School of Social Work

OTHER Center for Continuing Studies; Ctr Under Grd Ed;
Library; OMIA; Prov & Exvp Acad Affairs

Table 2 – Storrs Reconciliation Report Variances for Time During Normal Work Hours

Effort During Normal Work Days	
# with extra days % of faculty with extra days	20 (4%)
min	0.05
max	6.0

Table 3 – UCHC Requests to Consult

Requests	Total	SoDM	SoM
#	735	110	625
%		15.0%	85.0%
Individual faculty	Total	SoDM	SoM
#	164	36	128
%		22.0%	78.0%
Requests/faculty	Total	SoDM	SoM
mean	4.5	3.1	4.9
median	2.00	2.00	2.00
10 or more requests	18	2	16

Table 4 – UCHC Reconciliation Report Variances for Time During Normal Work Hours

Effort During Normal Work Days	
# with extra days % of faculty with extra days	12 (8%)
min	0.2
max	3.0

**REPORT ON THE UNIVERSITY OF CONNECTICUT'S
COMPLIANCE WITH PUBLIC ACT 07-166 (Section 12)
FACULTY CONSULTING PROGRAM¹**

May 29, 2013

Report Issued by the Faculty Consulting Oversight Committee

SUMMARY

Pursuant to a change in the Connecticut State Statutes and action by the University of Connecticut Board of Trustees, new policies and procedures for approving consulting activities for the Faculty and members of the AAUP bargaining unit were implemented in December 2007. The latest revisions to these policies were approved by the Board of Trustees in April 2013.

Faculty Consulting Offices (FCOs) were established in Storrs and at the University of Connecticut Health Center (UCHC) that have provided training to those who consult and for those who must participate in the consulting approval process, such as department heads and deans. A University-wide Consulting Management Committee (CMC) was convened to provide recommendations regarding the identification and management of potential Conflicts of Interest arising from consulting activities.

As required by PA 07-166, the Faculty Consulting Oversight Committee was convened including members appointed by the Legislature/Executive branch and from the Citizens' Ethics Advisory Board. This Committee has met on a regular basis to review the implementation of the consulting program and to review the twice a year audits of the program conducted by the University's Office of Audit, Compliance and Ethics.

Implementing this program required development of policies, procedures, forms and databases; identification and training of staff; and awareness and training of faculty, department heads, and deans. The Office of Audit, Compliance and Ethics has carried out semiannual audits as required and as expected have identified areas in which clarifications and improvements have been recommended. The University is addressing each of the issues raised in a timely and appropriate manner.

The Faculty Consulting Oversight Committee has determined that the University of Connecticut is complying with PA 07-166. The oversight required by the Act, including the Faculty Consulting Oversight Committee itself and the audits, has and should continue to enable ongoing review and improvement of the program.

To continue the quality improvement, the Oversight Committee has made one recommendation for implementation over the next year. This recommendation concerns finalizing the development of a process to identify and review complex situations in which there is a high risk of a conflict of interest. This work is well underway and should be operational in FY 14.

¹ The University has developed a consulting web site (<http://consulting.uconn.edu/index.html>) that includes the University's policy and procedures, training materials, request form, and minutes/actions of the Consulting Management Committee.

To date, the program, with its policies, procedures, and implementation, have resulted in a system that pro-actively identifies and manages potential conflicts of interest. Any individual who does not participate with the program is subject to sanctions by the University and may also be subject to additional sanctions by the Office of State Ethics.

BACKGROUND

Public Act 07-166 (Section 12)², approved on June 19, 2007, created a carve-out from the portion of the State Ethics Code dealing with consulting. Participating in appropriate consulting activities is viewed as being mutually beneficial for the University and its faculty and the intent of the Act is to enable such activities.

This carve-out applies to faculty and members of the faculty bargaining unit (herein fore referenced as “faculty”) of a constituent unit of the State system of higher education. In the context of the Act, “consulting” represents situations in which faculty are compensated for services rendered while not acting as a State employee. The request to consult must be based on the faculty member’s expertise in a field or prominence in such field and not due to the State position held. Faculty must receive prior approval before such consulting begins. No other State agency requires prior approval or any such mandated disclosure of outside employment activities.

The Act transfers final authority for approval of such activities to the University and it allows management plans to be implemented for addressing perceived conflicts of interest. Specifically, the legislation allowed these individuals to enter into a consulting agreement with a public or private entity, provided such agreement or project does not conflict with the individual’s employment as determined by policies established by the Board of Trustees for such constituent unit.

This carve-out from the State Ethics Code is predicated on a set of requirements being met including significant institutional oversight. The University of Connecticut Board of Trustees (BOT) approved the University’s “Policy on Consulting for Faculty and Members of the Faculty Bargaining Unit,” and reviewed the operational procedures for implementation, on September 25, 2007. The Policy and Procedures define a consistent set of rules for consulting for all the faculty of the University. These documents have been reviewed and revised by the BOT several times since 2007 in order to make improvements to the program.³

The new consulting system became fully operational on December 15, 2007. Since that time, both the Storrs Campus and the Health Center have each established a Faculty Consulting Office (FCO) with reporting lines and staffing. Usage data systems have been developed by each FCO. Further, both campuses have developed on-line and live training programs.

Requests to consult must be reviewed and approved by each faculty member’s department head, dean, and the provost’s designees (one for each campus). Consulting may not negatively impact the faculty member’s ability to fully and satisfactorily address his/her assigned job duties. At the end of the fiscal year, each faculty member must submit a reconciliation report indicating variances from

² See <http://consulting.uconn.edu/statutes.html> .

³ The policy and procedures governing consulting may be found at: <http://consulting.uconn.edu/policies.html> .

the requested time spent consulting during the normal work time and confirming any and all appropriate reimbursements for use of University resources, if any.

If a faculty member does not adhere to the provisions described in the Act or the University's Consulting Policy and Procedures, the Office of State Ethics will retain jurisdiction over the activity and have the responsibility for determining whether it complies with the State Code of Ethics and whether sanctions should be imposed. Violations of the University's Consulting Policy and Procedures will in addition be subject to sanctions issued by the University which may result in termination.

CONSULTING MANAGEMENT COMMITTEE (CMC)

As required by the implementation procedures, a University-wide Consulting Management Committee (CMC) was first convened on December 10, 2007. The CMC is authorized to review and recommend disposition of certain consulting situations that do not have obvious resolution. The CMC also offers input on unforeseen situations put before it that may arise as a result of consulting activities. To date, the CMC provided advice to the directors of the Faculty Consulting Offices on an ad hoc basis, and has also reviewed eleven general situations resulting in formal position papers. For example, based on one position paper, participation in promotional presentations with pharmaceutical companies has been banned.⁴

SEMIANNUAL AUDITS

As required in PA 07-166, the University's Office of Audit, Compliance and Ethics has conducted semiannual audits with the data collection.⁵ Per standard practice, management has had the opportunity to provide responses to each audit finding and recommendation. These audits are reviewed by the Joint Audit and Compliance Committee of the Board of Trustees as well as by the Faculty Consulting Oversight Committee.⁶

FACULTY CONSULTING OVERSIGHT COMMITTEE

As required in PA 07-166, the Faculty Consulting Oversight committee meets on an on-going basis in order to review the University's compliance with PA 07-166, and to file annual reports regarding such compliance with the University's Board of Trustees and to the Legislature. This document is the third of such reports.⁷ The Committee's responsibility is to ensure that the University complies with the provisions of the Act and the University's policies and procedures on consulting. It may also make recommendation for improvements to the consulting program.

The membership of the Faculty Consulting Oversight Committee is:

⁴ These position papers and the minutes of the CMC may be found at <http://consulting.uconn.edu/cmc/index.html> .

⁵ The legislature changed this to a once a year audit schedule starting in FY 12.

⁶ Copies of past audits may be found at: http://consulting.uconn.edu/reports_audits.html .

⁷ Past reports may be found at: http://consulting.uconn.edu/reports_audits.html .

Name	Background
Archambault, Jr., F.	Member, Board of Trustees
Clemons, T.	Former Legislator
Cobb, C.	Department Head, Neag School of Education
Freedman, J. (chair)	Former Legislator
Nair, S.	Professor, School of Business
Pawelkiewicz, W.	Former Legislator
Reis, S.	Vice Provost for Academic Affairs
Riley, D.	Member, Citizens' Ethics Advisory Board
Siegle, D.	Department Head, Neag School of Education

The Committee last met on November 19, 2012, May 24, 2013, and May 29, 2013. It has reviewed the latest final audit reports and the FY 2012 annual report of the Faculty Consulting Offices (attached).

The Committee believes the program was effectively initiated and through on-going revisions has been improved. In fact, in many regards the program is more rigorous than how consulting is handled for other State employees not covered by PA 07-166, especially through the requirement for approval prior to the consulting activities taking place.

The audits have led to improvements to the Consulting Program including revisions to the consulting request form, enhancements to the training program, improving the clarity and predictability of decision making, and assuring sufficient information is available to inform the decision making of the approvers. The University has developed an on-line request form/approval process that became operational in FY 12 and has been revised in FY 13. As described in the attached report, this system has successfully addressed many of its objectives, but it also has encountered unexpected problems as well. It is believe that these problems are mostly resolved now. All of these actions should ensure complete compliance with PA 07-166.

The initial implementation of the consulting program, both in terms of logistics and compliance, has met initial expectations. There have been areas of different interpretations regarding the requirements of PA 07-166 and the University's Policy and Procedures. The audit processes in place appear to be working to identify such areas and to report them to senior management and to the Faculty Consulting Oversight Committee. Management has demonstrated its willingness to address the audit findings in a timely manner. Management appears to be keenly aware of the need to fully comply with PA 07-166, but that as a new program, this program is a work in progress that requires monitoring and revision as necessary

The Committee takes note that number and severity of audit finding has decreased over time and this demonstrates management's commitment to operate the program optimally and in full compliance with the Legislature's intent for the program.

Recommendations for Improvement:

- 1) The Committee is aware that the University has convened a committee charged with identifying what it believes are a small number of complex consulting arrangements that have a potential high risk of having a conflict of interest. Once identified, the committee, which has membership from a wide range of offices that handle conflicts of interest and conflicts of commitment, will examine each case to determine if a conflict exists and if so, to develop and implement an appropriate management plan. Such a plan could include denial of the request to consult or other actions. The Committee encourages the University to complete its development of this process and to implement it in FY 14.

VOLUME OF CONSULTING ACTIVITIES

In FY '12, the fourth full year of operations, the Faculty Consulting Office on the Storrs Campus received 1,152 requests to consult from 446 individuals. The Health Center's office received 735 requests from 164 individuals. Both campuses had very high response rate with the required reconciliation reports from those individuals who had filed requests to consult. The FY'12 annual report of the University's Faculty Consulting Program is attached.

ATTACHMENT 8



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

Richard D. Gray
*Executive Vice President
for Administration
and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

RE: Memorandum of Understanding between the University of Connecticut
Foundation and the University of Connecticut for Fiscal Year 2014

RECOMMENDATION:

That the Board of Trustees approve the Fiscal Year 2014 Memorandum of Understanding (MOU) between the University of Connecticut Foundation and the University of Connecticut. The MOU establishes fundraising goals, provides for financial support from the University to the Foundation and addresses certain other matters.

BACKGROUND:

In 1994 UConn Foundation and the University entered into a so called "Master" Agreement that outlines the relationship between the two entities and the responsibilities of the Foundation with respect to performing development, investment and other services for the University. The Foundation is a 501(c)(3) organization that exists solely to support the University. The University designated the Foundation and the primary fundraising entity for the University and agreed to reimburse the Foundation for the cost of fundraising services.

The Master Agreement provides that the Foundation and the University will annually enter into a MOU that outlines fundraising goal and the financial arrangements to accomplish the goals.

The 1994 Master Agreement was approved by the Board of Trustees. Each year the University Budget, which is approved by the Board of Trustees, provides for financial support to the Foundation. Accordingly, the University did not believe it was necessary to bring the annual MOU to the Board of Trustees for separate approval. Recently the state auditors recommended formal approval of the annual MOU by the Board of Trustees.

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Storrs, Connecticut 06269-2122

Telephone: (860) 486-3455
Facsimile: (860) 486-1070

The FY 2014 MOU (July 1, 2013 to June 30, 2014) is substantially similar to the current MOU. The key provisions are:

- The fundraising goal for FY 2014 is \$65M, up from the \$50M goal in FY2013. Projected results for FY2013 are approximately \$63M.
- It establishes a goal for average undergraduate participation at a rate of 17.5%. This is a new metric.
- The University, exclusive of the Health Center, agrees to provide financial support to the Foundation in the amount of \$7,120,000 and the Health Center agrees to provide an additional \$945,000 in support. These amounts are the same as the current year.
- The University agrees to provide to the Foundation (a) access to the University network and telecommunications infrastructure at no charge and (b) University event management services to support Foundation fundraising for a payment by the Foundation to be negotiated but no more than \$50,000.
- The University and its Health Center agree to provide information, consistent with applicable law, about students and patients to facilitate fundraising.
- The MOU memorializes a prior agreement for the Foundation to deploy an "Enhanced System" to maintain the prospect and donor database and to have it operational by June 30, 2013.
- The MOU memorializes the agreement for collaboration with regard to the Foundation's search for a new Chief Executive Officer to be hired during FY2014.
- The current year MOU provides for financial support for the activities of UConn Research and Development Corporation (dba UConn Ventures) which is wholly owned by the Foundation. That provision has been deleted and the University has entered into a separate Agreement with R&D Corp.

ATTACHMENT 9



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

Richard D. Gray
*Executive Vice President
for Administration
and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

RE: Master Lease Agreement Between Banc of America Public Capital Corp and the University of Connecticut including the UConn Health Center

RECOMMENDATION:

That the Board of Trustees approve the Master Lease Agreement between the University of Connecticut (including the University of Connecticut Health Center) and Banc of America Public Capital Corp and authorize the Executive Vice President for Administration and Chief Financial Officer, or his designee, to execute such Master Lease Agreement and to enter into each underlying lease. The Master Lease Agreement provides for up to \$50 million in principal of tax-exempt lease financings.

BACKGROUND:

The Connecticut General Statutes, including UCONN 2000, allow the University to enter into certain lease financings. The proposed Master Lease Agreement will provide for up to \$50 million of principal for tax-exempt lease financings. The Master Lease Agreement has an initial term of two years with renewal options for three additional one-year terms. Each underlying lease's principal amount and interest rate will be set at the time of borrowing. The leases entered into pursuant to the Master Lease Agreement shall be subject to annual appropriation. The Board of Trustees' approval is contingent on the approval of the Master Lease Agreement by the Health Center's Board of Directors, expected on or about June 17, 2013.

Procurement Services solicited Request for Proposals for a Master Lease Agreement during early 2013. Two responses were received and an evaluation committee ranked Banc of America Public Capital Corp first. Many factors were considered.

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Storrs, Connecticut 06269-2122

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Facsimile: (860) 486-1070

This recommendation, if approved, acts as the Board of Trustees' resolution authorizing the Master Lease Agreement in the maximum principal amount of \$50 million and authorizes the Executive Vice President for Administration and Chief Financial Officer, or his designee, to execute such Master Lease Agreement and to enter into each underlying lease. If approved, this resolution will form part of the filing request for approval by the Office of the State Treasurer pursuant to Section 3-20d of the Connecticut General Statutes.

MASTER LEASE AGREEMENT

Between
The University of Connecticut
And
Banc of America Public Capital Corp

THIS MASTER LEASE AGREEMENT ("Agreement"), dated as of June , 2013, is made and entered into by and between *Banc of America Public Capital Corp.*, a corporation duly organized and existing under the laws of the state of *Kansas*, as Lessor ("Lessor"), whose business address is as shown on the execution page hereof; and *The University of Connecticut*, a body politic and corporate and an instrumentality and agency of the State, as lessee ("Lessee"), whose address is as shown on the execution page hereof.

In consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I: DEFINITIONS AND SCHEDULES

Section 1.1 Definitions- The following terms have the meanings specified below unless the context clearly requires otherwise.

Agreement: This Master Lease Agreement and all Equipment Schedules hereto.

Agreement Date: The Date so designated on the execution page hereof.

Contractor: Each of the manufacturers or vendors from whom Lessee has ordered or with whom Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Equipment: All items of personal property described in Equipment Schedules and subject to this Agreement.

Equipment Group: The Equipment listed in a single Section 14.1 Schedule of Equipment.

Equipment Schedule: A schedule consisting of the separate but like numbered pages of Section 14.1 Schedule of Equipment and Section 14.2 Payment Schedule which have been completed with respect to Equipment Group and executed by Lessor and Lessee.

Events of Default: Those events described in Section 12.1.

Final Acceptance Date: The date designated in each Equipment Schedule as the last date on which Lessee may submit a Certificate of Acceptance to Lessor for the Equipment Group described in such Equipment Schedule.

Fiscal Year: The 12-month fiscal period of Lessee which commences in every year and ends in every year on the dates shown on the execution page hereof.

Funding Date: With respect to each Lease, the date Lessor makes payment to the Contractor(s) for the purchase price of the related Equipment Group.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State.

Interest Rate: The interest rate as calculated pursuant to Section 14.2 Payment Schedule, and used to calculate the portion of any Rental Payment designated as and comprising interest as shown in any Equipment Schedule.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in any Equipment Schedule.

Lease: With respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which shall constitute a separate contract relating to such Equipment Group. This Agreement contains the general terms and conditions with respect to each Lease. Lessor may assign its rights under various Leases to different assignees in accordance with Section 11.1 herein. Each such assignee has the rights only in the Lease it owns; a Non-Appropriation or Event of Default under a Lease owned by Lessor or an assignee does not affect any of the Leases not owned by Lessor or by such assignee.

Lease Date: The date so designated in each Equipment Schedule.

Lease Term: With respect to any Equipment Group, the period during which the related Lease is in effect as specified in Section 4.1.

Lessee: *The University of Connecticut.*

Lessor: *Banc of America Public Capital Corp* and for the purpose of determining the ownership of a Lease, shall include Lessor, *Banc of America Public Capital Corp.*, together with any successors and assigns.

Lien: Any mortgage, security interest, lease, lien, pledge, encumbrance or claim of any kind.

Net Proceeds: Any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-Appropriation: The failure of Lessee or Lessee's governing body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance by Lessee of all of Lessee's obligations under a Lease, as evidenced by the passage of a resolution by the University of Connecticut Board of Trustees specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Rental Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in any Section 14.1 Schedule of Equipment and Section 14.2 Payment Schedule.

Principal: The portion of any Rental Payment designated as principal as shown in any Equipment Schedule.

Prepayment Price: With respect to any Equipment Group, as of the Payment Dates specified in the Equipment Schedule relating thereto, the amount so designated and set forth opposite each such date in such Equipment Schedule. The Prepayment Price shall be the remaining outstanding Principal balance of the Lease. There are no additional fees and no prepayment penalties.

Rental Payment: With respect to any Equipment Group, the payment due from Lessee to Lessor on each Payment Date during the Lease Term as shown in the Equipment Schedule relating thereto.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Contractor.

State: The State of Connecticut.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Section 1.2 Schedules and Forms – The following schedules are provided in the sections as set forth below.

Section 14.1 Schedule of Equipment and Section 14.2 Payment Schedule: Form of schedule executed by Lessor and Lessee describing any Equipment Group and setting forth the Rental Payments, Interest Rates, Interest, Principal, Payment Date and Prepayment Prices. Lessee hereby authorizes Lessor to insert the serial or other identifying numbers relating to the Equipment Group when available.

Section 14.3 Form of Certificate of Acceptance:

Section 14.4 Form of Opinion of Independent Counsel of Lessee:

ARTICLE II: REPRESENTATION, WARRANTIES AND COVENANTS

Section 2.1 Representations, Warranties and Covenants of Lessee- Lessee represents and warrants and covenants as follows:

- a) Lessee is an agency of the State, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease. The exact name of the Lessee is set forth in the preamble of this Agreement and on the execution page hereof.
- b) The execution and delivery of this Agreement and each Lease by the officer of Lessee executing such documents has been duly authorized by a duly adopted resolution of Lessee's governing body, or by other appropriate official action, and such action is in compliance with all public bidding and other State and Federal Laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee. All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Lease against Lessee.
- c) Lessee will use the Equipment only to perform essential governmental or proprietary functions of Lessee within the scope of Lessee's authority. Lessee will not permit the Equipment to be used in or for any private commercial activity.
- d) Lessee will take no action that would cause the Interest portion of the Rental Payment to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated there under (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time (including, without limitations, the calculation and payment of any rebate required to preserve such exclusion).
- e) Lessee will submit to the Secretary of the Treasury information reporting statements and other information relating to each Lease at the times and in the forms required by the Code and the Regulations; and if applicable, Lessee will cause a resolution to be adopted by its governing body with respect to this Agreement and each Lease.
- f) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lessee or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease hereunder or any other

transaction of the Lessee which is similar hereto, or the exclusion of the Interest from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement or any Lease, including but not limited to, Lessee's acquisition of Equipment.

- g) No event or condition that constitutes, or with the giving of notice or lapse of time or both would constitute, an Event of Default exists at the date hereof.
- h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.
- i) Lessee reasonably expects that it will not sell or otherwise dispose of all or part of an Equipment Group during the related Lease Term.
- j) Within seven (7) business days of complete delivery, installation and acceptance of any Equipment Group, Lessee will inspect such Equipment and if it meets Lessee's specifications, provide to Lessor a completed and executed Certificate of Acceptance relating thereto in the form set forth in Section 14.3; and upon execution of this Agreement and each Equipment Schedule.
- k) At the time of the initial funding, Lessee will provide to Lessor an opinion of its Independent Counsel in the form set forth in Section 14.4 .
- l) Lessee acknowledges that (i) under Article XII of this Agreement, upon an Event of Default of Lessee, Lessor or the assignee, if any, of the related Lease may elect to terminate the Lease as to which the Event of Default has occurred and each Lease hereunder that is owned by entity that owns the Lease as to which the Event of Default occurred and (ii) upon a Non-Appropriation by Lessee relating to any Lease or any Equipment, the related Lease shall terminate and each Lease hereunder that is owned by the same entity that owns the Lease as to which the Non-Appropriation relates shall also terminate and Lessee is required upon the occurrence of (i) or (ii) to deliver all Equipment subject to the affected Leases as instructed by Lessor or the respective assignee under Section 12.3 hereof.

ARTICLE III: LEASE OF EQUIPMENT

Section 3.1 Acquisition of Equipment- Lessee shall advise Lessor of its desire to lease equipment, the equipment cost, the Contractor of the equipment, expected delivery date, the intended location of the equipment, the applicable Payment Schedule and the desired lease terms for such equipment. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee. Nothing herein shall obligate Lessor to lease any equipment to Lessee until Lessor has executed an Equipment Schedule relating thereto. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group completed insofar as possible. Lessee shall order the Equipment Group from the appropriate Contractor or Contractors. In no event shall Lessee enter into any contract with any Contractor or issue a purchase order which references Lessor. Lessor shall have no obligation to make any payment to a Contractor or reimburse Lessee for any payment it made to a Contractor for an Equipment Group until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor (provided, however, Lessor shall make no payment to a Contractor for any Equipment for which Lessor did not receive a Certificate of Acceptance prior to the Final Acceptance Date): (a) an Equipment Schedule executed by Lessor and Lessee; (b) a Certificate of Acceptance (c) a resolution or evidence of other official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in Section 14.1 and 14.2; (d) evidence of insurance with respect to the Equipment Group in compliance with Article VI of this Agreement (e) Lessee's purchase order, Contractor Invoice(s) and/or bill of sale relating to the Equipment Group and if such invoices have been paid by Lessee, evidence or payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Regulations; (f) as applicable, financing statements executed by Lessee as debtor and/or the original certificate of title or

manufacturer's certificate of origin and title application if any of the Equipment Group is subject to certificate of title laws; (g) a completed and executed Form 8038-G or -GC or evidence of filing thereof with the Secretary or Treasury (Lessor shall provide to Lessee an executable version of IRS Form 8038-G or 8038-GC, and the associated amortization schedule used in determining the yield); and (i) any other documents or items required by Lessor.

Section 3.2 Lease: Enjoyment Inspection- Lessor hereby leases to Lessee each Equipment Group made subject to an Equipment Schedule hereto, and Lessee hereby leases from Lessor such Equipment Group, upon the terms and conditions set forth herein and in the related Equipment Schedule. During the Lease Term, Lessee shall peaceably and quietly have and hold and enjoy the Equipment Group, except as expressly set forth in this Agreement. Lessee agrees that Lessor and its agents shall have the right at all reasonable times to examine and inspect the Equipment, and Lessor and its agents shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder. Notwithstanding the designation of *Banc of America Public Capital Corp* as Lessor, *Banc of America Public Capital Corp* does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition thereof for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment. Lessee is solely responsible for the selection of the Equipment, and the manufacturer and vendor thereof, and is solely responsible for the use, maintenance, operation and storage of the Equipment.

ARTICLE IV: TERM/TERMINATION

Section 4.1 Term - Subject to the provisions of Sections 4.2 and 13.19, this Agreement shall be in effect from the Agreement Date until the earliest of (a) the date when an aggregate \$50 Million in Leases has been funded under this Agreement or (b) June 30, 2015 (the "Master Termination Date") unless Lessee and Lessor have mutually agreed in writing to extend the Master Termination Date for a maximum of three (3) one (1) year terms to a final Master Termination Date ending not later than June 30, 2018 provided, however, no Equipment Schedules shall be executed after any Non- Appropriation or Event of Default. Each Lease with respect to any Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 4.5.

Section 4.2 Termination by Lessee for Non-Appropriation - In the sole event of Non-Appropriation, the Lease as to which the Non-Appropriation has occurred shall terminate, in whole, but not in part, as to all Equipment subject to the affected Lease effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor or the affected assignee a written notice of termination and by paying any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than one hundred twenty (120) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor or the affected assignee of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor or the affected assignee in accordance with Section 12.3.

Section 4.3 Intent To Continue Lease Term Appropriations- Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto. The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. The parties acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

Section 4.4 Effect of Termination- Upon termination of a Lease as provided in this Article Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective and Lessee shall be subject to a claim pursuant to Chapter 53 of the Connecticut General Statutes for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if such Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5 Termination of Lease Term- The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of a Lease by Lessee in accordance with Section 4.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article X; (c) an Event of Default by Lessee and Lessor's or the assignee's election to terminate such Lease pursuant to Article XII; (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease or (e) Non-appropriation.

Section 4.6. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, "*Event of Taxability*" means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Article V: RENTAL PAYMENTS

Section 5.1 Rental Payments- Lessee agrees to pay Rental Payments with respect to the Lease of any Equipment Group during the related Lease Term in the amounts and on the dates specified in the Equipment Schedule relating thereto. A portion of each Rental Payment is paid as and represents the payment of Interest as set forth in the Equipment Schedule of each Lease and the first Rental Payment will include interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment on the Equipment Schedule. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the applicable rate of Interest set forth in the applicable Payment Schedule plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. All Rental Payments shall be paid to Lessor or to such assignee to which Lessor has assigned each Rental Payments as specified in Article XI, at such place as Lessor or such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments, exclusively from moneys legally available therefore, in lawful money of the United States of America.

Section 5.2 Current Expense- The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3 Rental Payments to Be Unconditional- Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or between Lessee and Contractor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution

of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make Rental Payments or other payments required hereunder. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment.

Section 5.4. Prepayment and Refinancing - The Lessee shall have the option to prepay amounts due under any Lease at par on any date after one-half (1/2) of the applicable Lease Term has expired. Upon request of the Lessee, Lessor will agree to refinance one or more Leases aggregating at least \$500,000 in principal amount provided that the remaining Lease Term is at least two years. Any such refinancing shall be for the remaining Lease Term and the Interest Rate for such refinancing shall be determined as of the time of such refinancing in accordance with the applicable Payment Schedule set forth in Section 14.2 hereof and otherwise shall be in accordance with the provisions of this Agreement.

ARTICLE VI: INSURANCE AND RISK OF LOSS

Section 6.1 Liability and Property Insurance- Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for personal injuries, death or damage to or loss of property arising out of or in any way relating to the Equipment sufficient to protect Lessor from liability in all events, with a coverage limit of not less than \$1,000,000.00 per occurrence unless a different coverage minimum with respect to particular Equipment is required by Lessor and specified in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment with new equipment having substantially similar Specifications or the applicable Prepayment Price of each Equipment Group.

Section 6.2 Workers' Compensation Insurance- If required by State Law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 6.3 Requirements for All Insurance- All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor, and shall contain a provision that the insurer shall not cancel or revise coverage there under without giving written notice to the insured parties at least thirty (30) days before the cancellation or revision becomes effective. No insurance shall be subject to any co-insurance clause. Each insurance policy required by this Article shall name Lessor as an additional insured party and loss payee without regard to any breach of warranty or other act or omission of Lessee and shall include a lenders loss payable endorsement for the benefit of Lessor. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

Section 6.4 Risk of Loss- As between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others. Whether or not covered by Insurance, Lessee hereby assumes responsibility for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses of whatsoever kind and nature resulting from the acts or omissions of the Lessee or its employees that arise out of this Agreement, the transactions contemplated hereby and the Equipment, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder and (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs. This provision shall survive the termination of this Agreement.

Section 6.5 Damage to or Destruction of Equipment- Lessee shall provide a complete written report to Lessor immediately upon any theft damage or destruction of any Equipment and of any accident involving any Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair (Damaged Equipment), Lessee shall as soon as practicable after such event either (a) replace the same at Lessee's sole cost and expense with equipment having substantially similar specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss documents (a) Lessee fails to notify Lessor, (b) Lessee and Lessor fail to execute on amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable, and Lessee is required to pay the same. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section. The payment of the Prepayment Price and the termination of Lessor's interest in the Damaged Equipment is subject to the terms of Section 10.3 hereof.

ARTICLE VII; OTHER OBLIGATIONS OF LESSEE

Section 7.1 Use; Permits- Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly or for a purpose or in a manner contrary to that contemplated by this Agreement, Lessee shall operate and maintain the Equipment fully in accordance with any Insurance policy provision, applicable prevailing industry standards and, if applicable, the manufacturer's specifications therefore, Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment such changes or additions shall be made by Lessee at its expense.

Section 7.2 Maintenance of Equipment by Lessee- Lessee shall keep the Equipment at the address specified in the respective Equipment Schedule and shall notify Lessor in writing prior to moving the Equipment to another address. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition, and in compliance with State and Federal Laws, ordinary wear and tear excepted. Lessee shall maintain Equipment in a condition suitable for certification by the manufacturer thereof (if certification is available). At Lessee's own cost and expense, Lessee will satisfy the specific maintenance provisions, if any, set forth in an Equipment Schedule with respect to the Equipment Group described therein. In the event that any part or accessories forming part of any item or items of Equipment become worn out, lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, Lessee, at its own expense and expeditiously, will replace or cause the replacement of such parts or accessories by replacement parts or accessories free and clear of all liens and encumbrances and with a value and utility at least equal to that of the parts or accessories being replaced (assuming that such replaced parts and accessories were otherwise in good working order and repair). All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and, as such, shall be subject to the terms of this Agreement. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3 Taxes; Other Governmental charges and Utility Charges- Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall also pay when due all utilities and other charge incurred in the operation, maintenance, use, occupancy and upkeep

of the Equipment and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years. Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same became due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 7.4. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the applicable rate of Interest set forth in the applicable Payment Schedule plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII: TITLE; SECURITY INTEREST; LIENS

Section 8.1 Title - During the Lease Term, legal title to and ownership of all Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in Lessee and Lessee shall take all actions necessary to vest such title and ownership in Lessee.

Section 8.2 Security Interest - Lessee grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto or thereof and all proceeds of the foregoing in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid first Lien and perfected security interest in the Equipment. Lessee authorizes Lessor to file a financing statement and amendments thereto describing the Equipment and containing any other information required by the State's Uniform Commercial Code. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Lease Term, so as clearly to disclose Lessor's security interest in the Equipment. Lessee shall deliver or cause to be delivered to Lessor the original certificates on title relating to all vehicular Equipment. Upon termination of a Lease with respect to any Equipment Group through exercise of Lessee's option to prepay pursuant to Article X or through payment by Lessee of all Rental Payments and other amounts relating thereto, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such document as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment Group. Under no circumstances may a lien be placed on real estate owned by Lessee as collateral for Lessee's obligations under any Lease hereunder.

Section 8.3 Liens - During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment (together, "Liens"), other than the respective rights of Lessor and Lessee as herein provided. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such Lien. Lessee shall reimburse Lessor for any expenses incurred by Lessor to discharge or remove any Lien.

Section 8.4 Modification of Equipment - Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended functions, value or use of the Equipment

Section 8.5 Personal Property - The Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE IX WARRANTIES

Section 9.1 Selection of Equipment- The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture deliver or install the Equipment for use by Lessee.

Section 9.2 Contractor's Warranty- Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Contractor's warranty guarantees and patent indemnity protection, express or implied, issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Contractor's warranties or obligations on behalf of itself or Lessee.

Section 9.3 Disclaimer of Warranties- LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ARTICLE X: OPTION TO PREPAY

Section 10.1 When Available- Provided there has been no Non-Appropriation or Event of Default, Lessee shall have the option to prepay its obligations under any Lease on any Payment Date for the then applicable Prepayment Price set forth in the Equipment Schedule relating thereto.

Section 10.2 Exercise of Option -Lessee shall give notice to Lessor of its intention to exercise its option with respect to any Lease not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (Including the Rental Payment due on the Payment Date on which the option is exercised) and the applicable Prepayment Price set forth in the related Equipment Schedule.

Section 10.3 Release of Lessor's Interest- On receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE XI: ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 Assignment by Lessor- All of Lessor's right, title and/or interest in and to this Agreement or any Lease hereunder, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, with the consent of Lessee which consent shall not be unreasonably withheld. Notwithstanding the prior sentence, without the consent of Lessee, Lessor may assign this Agreement or any Lease to an affiliate of Lessor or to a trust to which a pool of similarly

structured obligations is assigned provided, in the latter case, (i) the transaction is accomplished pursuant to a private placement without the use of an offering document which includes the name of Lessee in the caption thereof or on the front cover thereof and (ii) Lessor or its parent continues to service the Lease after the sale to the trust. Lessor shall keep a complete and accurate record of all such assignments; provided, however, in the event Lessor assigns its interest in this Agreement or in a Lease to an affiliate of Lessor, Lessor shall maintain a record of such assignment for the benefit of Lessee.

Section 11.2- Assignment, and Subleasing by Lessee- Neither this Agreement nor any Lease hereunder or any Equipment may be sold, assigned, subleased, transferred, pledged or mortgaged by Lessee.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Events of Default Defined- The following are Events of Default under a Lease;

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid when due and the continuation of said failure for a period of ten (10) days (other than by reason of Non-Appropriation) after written notice by the Lessor to the Lessee of such failure.

(b) Failure by Lessee to maintain insurance as required by Article VI.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in Clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(d) The determination by Lessor that any representation or warranty made by Lessee in this Agreement was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.

(e) The filing of a petition in bankruptcy by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

(f) Any default occurs under any other agreement for borrowed money, lease financing of property or otherwise receiving credit under which Lessee is an obligor under which there is outstanding, owing or committed an aggregate amount of at least 10% of Lessee's aggregate current long- and short-term indebtedness, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness.

Section 12.2 Remedies on Default- Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps;

(a) Lessor or its assignee, with or without terminating any Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and

payable with respect to the Lease as to which the Event of Default occurred (the "Affected Leases").

(b) Lessor or its assignee with or without terminating any Lease, may enter the premises where the Equipment subject to the Affected Leases is kept and disable such Equipment so as to prevent further use thereof by Lessee and/or may repossess any or all of the Equipment subject to the Affected Leases by giving Lessee written notice to deliver the Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor or its assignee may enter upon Lessee's premises where the Equipment subject to the Affected Leases is kept and take possession of such Equipment and charge Lessee for costs incurred in repossessing the Equipment. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Prepayment Price of the damaged or destroyed Equipment as set forth in the Equipment Schedule relating thereto to Lessor. Notwithstanding the fact that Lessor or its assignee has taken possession of the Equipment Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.

(c) If Lessor or its assignee terminates any Affected Lease and, in its discretion, takes possession and disposes of the related Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs incurred in securing possession of such Equipment (ii) all expenses incurred in completing the disposition: (iii) any sales or transfer taxes: (iv) the applicable Prepayment Prices of the Equipment Groups subject to the Affected Leases; and (v) the balance of any Rental Payments owed by Lessee pursuant to the Affected Leases during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii) (iii), (iv) and (v) have been met shall be paid to Lessee.

(d) Lessor or its assignee may take any other remedy available, at law or in equity, with respect to such Event of Default including those requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor or its assignee and Lessee shall pay the reasonable expenses incurred by Lessor or its assignee in enforcing any remedy hereunder.

Section 12.3 Return of Equipment; Release of Lessee's Interest- Upon termination of any Lease hereunder prior to the payment of all Rental Payments or the applicable Prepayment Price in accordance with each Equipment Schedule, Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Article VII; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer representative or such other service person as is satisfactory to Lessor and (c) return the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession. Upon termination of this Lease in accordance with Article IV or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.4 No Remedy Exclusive- No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor.

Section 12.5 Late Charge- Whenever any Event of Default under Section 12.1 Clause (a) shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or

notice, to require a late payment charge accruing from the tenth (10th) day after the Payment Date until the payment is made equal to the lesser of five cents (\$.05) per dollar of the delinquent amount or the lawful maximum, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefore provided, however, that this Section shall not be applicable if or to the extent that the application thereof would affect the validity of this Agreement.

ARTICLE XIII: OTHER PROVISIONS

Section 13.1 Notice- All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2 Financial Information- Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and any Lease as may be requested by Lessor. Lessee agrees to provide Lessor, without need for further request: (i) annual financial statements within 270 days of the end of each fiscal year of the Lessee and (ii) each annual budget for the Lessee within 90 days after approval by the Lessee.

Section 13.3 Binding Effect -This Agreement and each Lease hereunder shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 Severability- In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5 Entire Agreement, Amendments, Changes and Modifications - This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee and approved by the Office of the Attorney General.

Section 13.6 Captions- The Captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.7 Further Assurances and Corrective Instruments- Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

Section 13.8 Execution in Counterparts- This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, provided there shall be only one fully executed original of this Agreement and each Equipment Schedule.

Section 13.9 Applicable Law- This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 13.10 Financing Statement- A carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement in the State to perfect the security interests granted to Lessor.

Section 13.11 Usury- It Is the intention of the parties hereto to comply with any applicable usury laws: accordingly, it is agreed that notwithstanding any provisions to the contrary herein or in any Equipment Schedule in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of Interest or Fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.12 Lessee's Performance- Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of Lessee's obligations shall not waive or diminish Lessor's rights thereafter to demand strict compliance by Lessee.

Section 13.13 Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the Lessee with authority to enter into contracts in the pursuit of its mission.

Section 13.14 Claims - The Lessor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Lessee arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Lessor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Section 13.15 Insurance - The Lessor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services. Subject to the foregoing, the Lessee acknowledges that, other than such insurance as the Lessor may maintain in the ordinary course of its business activities, no additional insurance is required to be obtained by the Lessor in connection with the performance of its activities as Lessor under this Agreement.

Section 13.16 Non-discrimination - Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Lessor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and (x) "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, gender identity or expression, mental retardation, mental disability 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 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 projects.

(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 Connecticut General Statutes §46a-56; 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.

(g) (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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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 on Human Rights and Opportunities 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 46a-56; 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.

Section 13.17 Executive Orders - The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Lessor's request, the Client Agency shall provide a copy of these orders to the Lessor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Section 13.18 Campaign Contribution Restrictions - Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.

Section 13.19 Termination for Cause by Lessee - In addition to the rights and duties set forth in Section 4.2, the Lessee may terminate this Agreement for cause by providing a Notice to Cure to the Lessor citing the instances of noncompliance with this Agreement. The Lessor shall have ten (10) days to reply to the Notice to Cure and indicate why this Agreement should not be terminated and recommend remedies to be taken.

(a) If the Lessor and the Lessee reach an agreed upon solution, the Lessor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

- (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Lessor, the Lessee reserves the right to terminate this Agreement, upon thirty (30) days written notice to Lessor .
- (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the Lessee reserves the right to terminate this Agreement upon thirty (30) days written notice to Lessor .
- (d) In the event of termination of this Agreement pursuant to this Section, both parties shall retain their respective rights and duties under any existing Leases created hereunder and all Equipment Schedules and Payment Schedules relating to such existing Leases shall remain in full force and effect.

Section 13.20 Termination for Convenience by Lessee

- (a) The Lessee may terminate performance of work under this Agreement in whole or in part whenever, if for any reason the Lessee shall determine that such termination is in the best interest of the Lessee and/or the State of Connecticut.
- (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 4.1 unless cancelled by the Lessee, by providing the Lessor sixty (60) days written notice of such intention. If the Lessee elects to terminate this Agreement pursuant to this provision, the Contract Administrator and/or designee shall notify the Lessor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- (c) In the event of termination of this Agreement pursuant to this Section, both parties shall retain their respective rights and duties under any existing Leases created hereunder and all Equipment Schedules and Payment Schedules relating to such existing Leases shall remain in full force and effect.

Section 13.21 Force Majeure - If the performance of obligations under this Agreement is rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Lessor, then each party's obligations to the other under this Agreement shall be excused and, except as otherwise set forth below, neither party shall have any liability to the other under or in connection with this Agreement; provided, however, that in the event of the occurrence of a force majeure event as provided in this Section, both parties shall retain their respective rights and duties under any existing Leases created hereunder and all Equipment Schedules and Payment Schedules relating to such existing Leases shall remain in full force and effect .

Section 13.22 Whistleblowing. This Contract may be subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Lessor takes or threatens to take any personnel action against any employee of the Lessor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Lessor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Lessor.

Section 13.23. Indemnification: The Lessor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.

Section 13.24 Additional Required Lessor Signature Authority, Affidavits and Certifications.

- (a) The individual signing this Agreement on behalf of the Lessor certifies that s/he has full authority to execute the same on behalf of the Lessor and that this Agreement has been duly authorized, executed and delivered by the Lessor and is binding upon the Lessor in accordance with its terms. The Lessor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Lessor to sign on behalf of the Lessor. Sample forms can be found at:

<http://www.contracts.uconn.edu/corpres.html>

- (b) The Lessee, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Lessor. Ethics Affidavits and Certifications can be found at:

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

- (c) An executed Nondiscrimination Certification must also be provided by the Lessor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Lessor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

ARTICLE XIV: SCHEDULES

Section 14.1 Schedule of Equipment - The Schedule of Equipment relating to each Lease shall be substantially in the following form:

EQUIPMENT SCHEDULE NO.

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as of June __, 2013 (the "Agreement"), between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms all of its representations and warranties contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default or any event which, with the passage of time or the giving notice, would constitute a default has occurred under the Agreement.

Lease Date: _____

EQUIPMENT GROUP

The Equipment Group is located at the following address. Prior to relocation of the Equipment Group or portion thereof during the Lease Term, Lessee will provide written notice to Lessor.

Insurance Requirements:

- Public Liability; \$ total liability per occurrence
- Casualty and Property Damage: an amount equal to greater of Prepayment Price or full replacement cost of the Equipment.

Maintenance Requirements:

Quantity Cost per Unit Description

- If serial numbers are not available at the date of signing this form, Lessee hereby authorizes Lessor to insert the serial number when available and Lessor shall provide Lessee with a copy of the completed form.

RENTAL PAYMENTS Annual Interest Percentage Rate: %

Lessee will make ____ Rental Payments in the principal amount of \$____ as set forth in the Payment Schedule. The first payment is due on _____ and subsequent payments are due on like date thereafter.

The University of Connecticut, Lessee

Banc of America Public Capital Corp, Lessor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Section 14.2 Payment Schedule

Section 14.2 Payment Schedule – The Payment Schedule relating to each Lease shall be in substantially the following form:

PAYMENT SCHEDULE

Funding Date:

Interest Rate:*

<u>Payment Number</u>	<u>Payment Date</u>	<u>Total Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price***</u>
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* Interest Rates are to be calculated, rounded to four decimal places, from the applicable term section of the following table using the most recent Federal Reserve Publication H.15 (519), index based formula using the Interest Rate Swaps H. 15 data percentage rates as a basis to show the calculation of the interest rate being offered for each lease term.

BAPCC Pricing (UCONN)

A. Term (Months)	Percentage of Index	Index	Date of Federal Reserve Publication H.15 (519)	Index Rate as of H.15 Date	Interest Rate as Calculated
24	0.65% of 1-yr Swap + .71%	1 year swap	H.15 (519) Date	0.32%	0.92%
36	0.65% of 2-yr Swap + .75%	2 year swap	H.15 (519) Date	0.35%	0.98%
48	0.65% of 2-yr Swap + .81%	2 year swap	H.15 (519) Date	0.35%	1.04%
60	0.65% of 3-yr Swap + .84%	3 year swap	H.15 (519) Date	0.42%	1.11%

BAPCC Pricing (UCHC)

A. Term (Months)	Percentage of Index	Index	Date of Federal Reserve Publication H.15 (519)	Index Rate as of H.15 Date	Interest Rate as Calculated
24	0.65% of 1-yr Swap + 1.57%	1 year swap	H.15 (519) Date	0.32%	1.78%
36	0.65% of 2-yr Swap + 1.62%	2 year swap	H.15 (519) Date	0.35%	1.85%
48	0.65% of 2-yr Swap + 1.70 %	2 year swap	H.15 (519) Date	0.35%	1.93%
60	0.65% of 3-yr Swap + 1.75%	3 year swap	H.15 (519) Date	0.42%	2.02%

Notes:

The rate will be fixed five (5) days prior to the day funds are drawn down via direct payment to the vendor by the lessor. This will be done by applying the Interest Rate as calculated by the most recent published H.15 Federal Reserve Statistical Release prior to the draw.

For each lease the Lessor shall provide to the Lessee an executable version of IRS Form 8038-G or 8038-GC, and the associated amortization schedule used in determining the yield.

**** After payment of Rental Payment due on such date**

THE UNIVERSITY OF CONNECTICUT
Lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
Lessor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

14.3 - Form of Certificate of Acceptance - The Certificate of Acceptance for each Equipment Group shall be in substantially the following form:

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under the Master Lease Agreement by and between Banc of America Public Capital Corp as Lessor, and Lessee dated as of _____, 201__, acknowledges receipt in good condition of the Equipment described in Equipment Schedule No. __, dated _____ (together with the Master Lease Agreement, the "Agreement"), this ____ day of _____, and certifies that the Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee confirms that it will make rental payments in accordance with the terms of the Agreement.

LESSEE: THE UNIVERSITY OF CONNECTICUT

By: _____

Title: _____

14.4 - Form of Opinion of Independent Counsel of Lessee - The opinion of Independent Counsel relating to the initial Lease shall be in substantially the following form: **[TO BE SUBMITTED ON ATTORNEY'S LETTERHEAD]**

[Closing Date]

[Name of Lessor] [Address of Lessor]

Re: Equipment Schedule No. _ to Master Lease Agreement dated as of _____, 20__, between

_____, as Lessor (the "Lessor"), and
_____, as Lessee (the "Lessee").

Ladies and Gentlemen:

As legal counsel for the Lessee, I have examined (a) an executed counterpart of a certain Master Lease Agreement, dated as of _____, 20__, and Equipment Schedules thereto between Lessor and Lessee (the "Agreement") and Equipment Schedule No. __, between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

(1) Lessee is a body politic and corporate constituting a public instrumentality and agency of the State of Connecticut, duly organized and existing under the laws of the State.

(2) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and the Schedule and to perform its obligations under the Agreement and the Schedule.

(3) The Agreement, the Schedule and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and the Schedule are valid and binding obligations of Lessee enforceable in accordance with their terms.

(4) The authorization, approval and execution of the Agreement and the Schedule and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all, other applicable state or federal laws.

(5) To our knowledge, based upon inquiry of appropriate officers of the Lessee, but without having undertaken independent investigation, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the Equipment Schedule or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(6) Based upon our review of the Tax Certificate and Compliance Agreement and certain other certificates received from officials of the Lessee in connection with the Agreement all dated as of _____, as to which we have undertaken no independent verification, and assuming the accuracy of and continuing compliance with such certificates, under existing statutes, regulations, published ruling and judicial decisions, the portion of payments identified as the interest component of the rents (as set forth in the Payment Schedule attached to the Agreement as Exhibit _) will not be includable in gross income of the recipients thereof for the purpose of federal income taxation.

We have not been asked to opine, and hereby expressly decline to opine, with respect to other matters not expressly addressed herein, including without limitation, the status under federal and state securities law of any certificate of participation or other interest of any investor in the Agreement.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, are entitled to rely on this opinion.

Printed Name: _____ Dated: _____

Address: _____ Signature: _____

Telephone No.: _____

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EXECUTION PAGE FOLLOWS

EXECUTION PAGE OF MASTER LEASE AGREEMENT

Agreement Dated as of: June __, 2013

Fiscal Year Commencement Date: July 1st

Fiscal Year end Date: June 30th

IN WITNESS WHEREOF Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

THE UNIVERSITY OF CONNECTICUT
Lessee

BANC OF AMERICA PUBLIC
CAPITAL CORP
Lessor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Attention:
Telephone:
Facsimile:

Attention:
Telephone:
Facsimile:

ATTORNEY GENERAL Approval

By: _____

Title: _____

Date: _____

EXHIBIT A

SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

**NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND
SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates.

“Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ATTACHMENT 10





University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

Richard D. Gray
*Executive Vice President
for Administration
and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray 
Executive Vice President for Administration and Chief Financial Officer

Lysa Teal 
Associate Vice President of Finance and Budget

RE: Spending Plan for Fiscal Year 2014 for the University of Connecticut, Storrs & Regional Campuses

RECOMMENDATION:

That the Board of Trustees approve the Spending Plan for Fiscal Year 2014 of \$1,112.8 million for the University of Connecticut, Storrs and Regional Campuses.

BACKGROUND:

The Fiscal Year 2014 Spending Plan includes \$1,094.0 million of revenue, including state support of \$304.8 million, to cover \$1,112.8 million in expenses and transfers, yielding a net loss of \$18.8 million. It is expected that \$18.8 million of prior years' accumulation of funds will be used to balance the FY14 budget.

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ATTACHMENT 11



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Operating Officer

Mun Y. Choi
Provost & Executive Vice President for Academic Affairs

RE: UCONN 2000 Fiscal Year 2014 Capital Budget

RECOMMENDATION:

That the Board of Trustees approve a capital budget in the amount of \$204,400,000 in UCONN 2000 General Obligation Bonds for Fiscal Year 2014.

BACKGROUND:

The proposed capital budget for UCONN 2000 Phase III (also known as 21st Century UConn) for FY14 reflects the statutory authorization "cap" of \$204,400,000. This amount includes \$53,400,000 for the Storrs-based capital program and \$151,000,000 for the Health Center. To support this capital activity we are also submitting to the Board the Nineteenth Supplemental Indenture authorizing University of Connecticut General Obligation Bonds for the nineteenth issuance under the Master Indenture in an amount not to exceed \$204,400,000 plus cost of issuance and amounts carried forward from the Eighteenth Supplemental Indenture. As with previous issuances these funds support cash flows for both current year projects and prior years' projects where bonding has not yet occurred.

The proposed FY14 capital budget is Attachment A. Also enclosed for your information are two documents we update for you annually (and sometimes more frequently): the UCONN 2000 Phase III Preliminary Outline, which is our tentative general plan going forward, and the UCONN 2000 Phasing Outline, which shows adjustments to allocations.

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UCONN 2000 Year 19 **Proposed FY 2014 Authorized Projects**

Storrs & Regional Campuses

<u>Project Name</u>	<u>Phase III Funding</u>
Academic and Research Facilities	\$ 2,000,000
Deferred Maintenance/Code/ADA Renovation Lump Sum	13,422,450
Engineering Building	1,500,000
Equipment, Library Collections & Telecommunications	4,000,000
Farm Buildings Repairs/Replacement	3,000,000
Gant Building Renovations	4,000,000
Hartford Relocation Acquisition/Renovation	10,000,000
Heating Plant Upgrade	1,057,000
North Hillside Road Completion	2,700,000
Psychology Building Renovation/Addition	3,670,550
Residential Life Facilities	8,000,000
Waterbury Downtown Campus	50,000
Subtotal of Storrs & Regional Campuses	\$ 53,400,000

Health Center

<u>Project Name</u>	<u>Phase III Funding</u>
CLAC Renovation Biosafety Level 3 Lab	\$ 9,710,000
Deferred Maintenance/Code/ADA Renovation Sum - Health Center	9,400,000
Equipment, Library Collections & Telecommunications - Health Center	2,290,000
Main Building Renovation	28,009,500
Medical School Academic Building Renovation	25,747,500
Research Tower	8,230,000
UHC New Construction and Renovation	67,613,000
Subtotal of Health Center	\$ 151,000,000

Grand Total FY 2014	\$ 204,400,000
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ATTACHMENT 12



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

Mun Y. Choi
Provost & Executive Vice President for Academic Affairs

RE: Fiscal Year 2014 Deferred Maintenance/Code/ADA Renovation
Lump Sum Project List

RECOMMENDATION:

That the Board of Trustees approve the Deferred Maintenance/Code/ADA Renovation Lump Sum Project List for FY14 in the total amount of \$13,422,450 for the Storrs-based program and \$9,400,000 for the Health Center.

BACKGROUND:

The attached FY14 proposed Deferred Maintenance/Code/ADA Renovation Lump Sum Project lists for the Storrs-based program and the Health Center represent the priority projects. The Health Center Board of Directors, at its June 17, 2013 meeting, endorsed and recommended the Health Center project list. All capital projects costing \$500,000 or more are submitted for Board action on a project by project basis.

It is anticipated that during the fiscal year some projects may change in priority, scope and cost. There may also be unexpected additions, since the Deferred Maintenance budget is often the appropriate means to address emergencies. It is for this reason that the Board reviews and acts upon Deferred Maintenance twice every year: a proposed list for the coming fiscal year and a final list for the fiscal year just closed. Board of Trustee policy requires that an annual contingency be reserved for budget over runs which, in some cases, is not utilized if the project is completed at or below budget. Upon project close out these funds are retained in deferred

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maintenance reserve for reallocation at a later date. As part of the analysis that took place prior to seeking Board of Trustee approval for FY14 DM; staff has identified \$9,493,810 in previously approved funds that will be expended during the next fiscal year. This amount has been added to the attached list of projects for which we seek approval at this time.

The proposed lists for FY14 are attached for your consideration and approval.

University of Connecticut

Storrs & Regional Campuses

FY14 Deferred Maintenance/Code/ADA Renovation Lump Sum Projects

Deferred Maintenance - Buildings

Advanced Technology Laboratory/White Building Electrical & Generator Mods
Advanced Technology Laboratory-Primary & Secondary Chilled Water Mods
Alumni Quad-Replace Air Scoops & Expansion Tanks
Babbidge-Redesign & Reinstall Coils to Stop Leaks
Business-Condenser Unit Relocation

Subtotal \$ 980,000

Deferred Maintenance - Infrastructure

Life Cycle-Mechanical System Repairs, Replacements & Upgrades
Main Water Supply Line Repair/Replacement Study
Sewer Replacement @ Storrs Road Pump Station-Design

Subtotal \$ 4,040,000

Code / ADA

Environmental Compliance-Asbestos Abatement, Mold Remediation
Code Corrections

Subtotal \$ 1,500,000

Deferred Maintenance-Access, Appearance & Safety

Pedestrian Safety Improvements - Core Campus Phase II
Dr. Mary Musgrave Memorial Garden
Annual Landscape Maintenance & Repair
Access Management-Beach Hall
Access Management-Manchester Hall
Access Management-Pharmacy Quad
Access Management-Science Gateway
Stadium Road Improvements
Sidewalk Improvements-South Campus
King Hill Road Building Demolition

Subtotal \$ 9,639,650

Renovation and Lump Sum Projects

New Faculty Renovations

Subtotal \$ 4,700,000

Total Project Allocations \$ 20,859,650

Emergency / Reserve 2,056,610

Total \$ 22,916,260

Source of Funds

Prior Year Reserves

\$9,493,810

FY14 Allocation

13,422,450

Funds Available in FY14 \$ 22,916,260

University of Connecticut Health Center

FY14 Deferred Maintenance/Code/ADA Renovation Lump Sum Projects

Deferred Maintenance - Buildings/Infrastructure

Electrical System Upgrades
Cooling System Upgrades
Dental Oral Suction & Piping Replacement
Sewage and Sump Pump Replacement
Sand Filters K & E Bldg Chilled Water Loop
Elevator 24 & 25 Sill Repairs
Update Public Bathrooms
Water System Upgrades

Subtotal \$ 2,850,000

Deferred Maintenance-Access, Appearance & Safety

Grounds Improvements
Roadway Improvements

Subtotal \$ 4,000,000

Code/ADA

Fire Alarm Upgrade (CI Cable) Phase 3

Subtotal \$ 300,000

Renovation and Lump Sum Projects

Research Renovations

Subtotal \$ 1,400,000

Total Project Allocations	\$	8,550,000
Emergency / Reserve		850,000
Total	\$	<u>9,400,000</u>

ATTACHMENT 13



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

Mun Y. Choi
Provost and Executive Vice President for Academic Affairs

RE: Revised Allocation of Bond Authorizations as set forth in the Seventeenth
Supplemental Indenture (University of Connecticut General Obligation Bonds)

RECOMMENDATION:

That the Board of Trustees approves the reallocation of bond authorizations among capital projects by amending Appendix A of the Seventeenth Supplemental Indenture, as follows:

- Decrease Arjona and Monteith (new classroom buildings) by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$500,000; and
- Decrease Engineering Building (with Environmental Research Institute) by \$2,997,000 for a total fiscal year 2011-2012 bond authorization for such project of \$500,000; and
- Decrease Mansfield Training School Improvements by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$0; and
- Decrease North Hillside Road Completion by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$0; and
- Decrease Old Central Warehouse by \$1,000,000 for a total fiscal year 2011-2012 bond authorization for such project of \$0; and
- Increase Deferred Maintenance/Code/ADA Renovation Lump Sum by \$4,997,000 for a total fiscal year 2011-2012 bond authorization for such project of \$16,468,931.79; and

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- Increase Heating Plant Upgrade by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$1,190,000.

BACKGROUND:

The Board of Trustees approved the Seventeenth Supplemental Indenture on June 23, 2011 supplementing the Master Indenture of Trust dated November 1, 1995. The Governor signed the Seventeenth Supplemental Indenture on July 27, 2011.

On December 8, 2011, the University, in conjunction with the State Treasurer, issued the University's General Obligation Bonds, 2011 Series A in the aggregate principal amount of \$179,730,000, with sale proceeds in the amount of \$200,000,000 which financed \$61,200,000 of the Fiscal Year 2011-2012 bond authorizations, and \$138,800,000 of the Fiscal Year 2010-2011 bond authorizations in accordance with the Sixteenth Supplemental Indenture.

On June 28, 2012 and April 24, 2013 the Board amended the Seventeenth Supplemental Indenture to make certain reallocations of bond authorizations among capital projects.

Appendix A, attached hereto, lists the projects and the amount of bond proceeds authorized for each project for Fiscal Year 2011-2012, including this submission, and updates the total amounts of debt service commitment bonds ("DSC Bonds") needed as well as the prior DSC Bonds authorized for each project.

**RESOLUTION AMENDING THE SEVENTEENTH SUPPLEMENTAL INDENTURE
TO REALLOCATE FISCAL YEAR 2011-2012
GENERAL OBLIGATION BOND AUTHORIZATIONS**

WHEREAS, on June 23, 2011, the University of Connecticut (the "University"), by vote of its Board of Trustees, approved the Seventeenth Supplemental Indenture (the "Seventeenth Supplemental Indenture") supplementing the Master Indenture of Trust dated as of November 1, 1995 between the University and Fleet National Bank of Connecticut (predecessor to U.S. Bank National Association), as trustee (the "Master Indenture"); and

WHEREAS, on December 8, 2011, the University, in conjunction with the Treasurer of the State of Connecticut issued the University's General Obligation Bonds, 2011 Series A in the aggregate principal amount of \$179,730,000 with sale proceeds in the amount of \$200,000,000 to finance the Fiscal Year 2010-2011 and a portion of the Fiscal Year 2011-2012 bond authorizations; and

WHEREAS, on June 28, 2012 and on April 24, 2013, the University amended the Seventeenth Supplemental Indenture to make certain reallocations of bond authorizations for Fiscal Year 2011-2012 as set forth in Appendix A; and

WHEREAS, it has been determined that the allocations for the proceeds of the bonds authorized by the Seventeenth Supplemental Indenture should be revised to reflect the actual progress being made on certain of the projects; and

WHEREAS, the University desires to amend the Seventeenth Supplemental Indenture to restate the bond authorizations as set forth in Appendix A of the Seventeenth Supplemental Indenture.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the University as follows:

That Appendix A to the Seventeenth Supplemental Indenture hereby is amended to reallocate the Fiscal Year 2011-2012 bond authorization amongst projects as follows: (a) decrease Arjona and Monteith (new classroom buildings) by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$500,000; and (b) decrease Engineering Building (with Environmental Research Institute) by \$2,997,000 for a total fiscal year 2011-2012 bond authorization for such project of \$500,000; and (c) decrease Mansfield Training School Improvements by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$0; and (d) decrease North Hillside Road Completion by \$500,000 for a total fiscal year 2011-2012 bond authorization for such project of \$0; and (e) decrease Old Central Warehouse by \$1,000,000 for a total fiscal year 2011-2012 bond authorization for such project of \$0; and (f) increase Deferred Maintenance/Code/ADA Renovation Lump Sum by \$4,997,000 for a total fiscal year 2011-2012 bond authorization for such project of \$16,468,931.79; and (g) increase Heating Plant Upgrade by \$500,000 for a total fiscal year 2011-2012 bond authorization for such

project of \$1,190,000 and to update the total amounts of debt service commitment (“DSC”) bonds needed as well as the prior DSC bonds authorized for each project.

This Resolution shall take effect upon adoption by the Board of Trustees.

SEVENTEENTH SUPPLEMENTAL INDENTURE
UCONN 2000 INFRASTRUCTURE IMPROVEMENT PROGRAM
FISCAL YEAR 2011-2012
UCONN 2000 BOND AUTHORIZATIONS
_____ SERIES ____ BOND PROJECTS

UCONN 2000 Projects*	UCONN 2000 Phase III Total (\$) Needed -D.S.C. Bonds**	Fiscal Year 2011-2012 Bond Authorization ⁽²⁾	UCONN 2000 Phase III Prior D.S.C. Bond Authorization ***
--<u>Storrs and Regional Campuses</u>			
Arjona and Monteith (new classroom buildings)	\$ 107,000,000	\$ 500,000	\$ 95,000,000.00
Avery Point Campus Undergraduate and Library Building	10,585,532	5,600,000	3,852,813.00
Beach Hall Renovations	4,800,000	3,300,000	1,500,000.00
Biobehavioral Complex Replacement	2,787,975	1,687,975	1,100,000.00
Bishop Renovation	2,550,000	2,125,000	100,000.00
Deferred Maintenance/Code/ADA Renovation Lump Sum	212,792,375	16,468,931.79	145,616,292.46
Engineering Building (with Environmental Research Institute)	60,500,000	500,000	5,000,000.00
Equipment, Library Collections & Telecommunications	79,998,496	13,226,921	51,414,575.00
Fine Arts Phase II	22,775,000	1,675,000	2,850,000.00
Floriculture Greenhouse	6,750,000	3,750,000	3,000,000.00
Gant Building Renovations	15,250,000	6,500,000	2,750,000.00
Heating Plant Upgrade	30,000,000	1,190,000	-
Law School Renovations/Improvements	17,768,029	618,029.09	15,150,000.00
Manchester Hall Renovation	807,264	807,264	-
Psychology Building Renovation/Addition	25,170,550	2,900,000	2,750,000.00
Residential Life Facilities	19,117,722	6,037,951.87	4,079,770.14
Storrs Hall Addition	14,987,927	8,457,927.25	6,530,000.00
Torrey Renovation Completion and Biology Expansion	1,500,000	500,000	1,000,000.00
Young Building Renovation/Addition	19,223,430	6,655,000	2,845,000.00
Subtotal – Storrs and Regional Campuses		<u>\$82,500,000</u>	

--<u>Health Center</u>			
Deferred Maintenance/Code/ADA Renovation Sum — Health Center	\$ 56,434,150	\$ 3,000,000	\$28,505,125
Dental School Renovation	5,000,000	500,000	4,500,000
Equipment, Library Collections & Telecommunications — Health Center	63,595,850	2,500,000	49,905,725
Main Building Renovation	140,019,500	14,000,000	11,385,000
The University of Connecticut Health Center New Construction and Renovation	357,102,000	54,700,000	-
Subtotal – Health Center		<u>\$74,700,000</u>	
Total Fiscal Year 2011-2012 Bond Authorization		<u>\$157,200,000</u>	

*Reflects amendments to project names by Public Act No 02-3 of the May 2002 Special Session and by Public Act No 07-108 of the 2007 Session of the Connecticut General Assembly.

**Includes only Phase III General Obligation Debt Service Commitment amounts needed from 7/1/2005 forward

***Does not reflect borrowings under Phase I & II including \$50,000,000 of Phase II Project authorizations issued after 7/1/2005 pursuant to the Eleventh Supplemental Indenture.

⁽¹⁾ The Board of Trustees approved the Seventeenth Supplemental Indenture on June 23, 2011 and amended it on June 28, 2012, April 24, 2013 and June 26, 2013.

⁽²⁾ The amounts presented herein may vary (1) by resolution of the Board of Trustees provided that such reallocation does not result in the expenditure of proceeds in excess of the total aggregate amount approved as set forth in this supplemental indenture, and (2) by up to 5% upon a written determination by the Executive Vice President for Administration and Chief Financial Officer, as an Authorized Officer pursuant to the Master Indenture as supplemented, including Section 805 thereof, provided any reallocation shall (i) not result in the expenditure of proceeds in excess of the total aggregate amount approved by the Board of Trustees for all projects as set forth in the Master Indenture as supplemented approving such total expenditures; (ii) shall not result in any adverse tax consequences to the University; (iii) be made only that the UCONN 2000 Projects affected by the reallocation can still be completed within the reallocated amounts, together with any other amounts allocated by the Board of Trustees in subsequent supplemental indentures; and (iv) be reported to the Board of Trustees at its next scheduled meeting.

ATTACHMENT 14



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray 
Executive Vice President for Administration and Chief Financial Officer

RE: Nineteenth Supplemental Indenture Authorizing University of Connecticut
General Obligation Bonds

RECOMMENDATION:

That the Board of Trustees approve the Nineteenth Supplemental Indenture, substantially in the form attached hereto, authorizing University of Connecticut General Obligation Bonds secured by the State of Connecticut's (the "State") Debt Service Commitment in an amount not to exceed \$204,400,000 plus costs of issuance, plus amounts carried forward from the Eighteenth Supplemental Indenture.

BACKGROUND:

The University of Connecticut's (the "University") General Obligation Bonds authorized by the UCONN 2000 Act (Sections 10a-109a to 10a-109y, inclusive, of the Connecticut General Statutes, as amended) are secured by a Master Indenture of Trust by and between the University and U.S. Bank National Association, dated as of November 1, 1995, as amended (the "Master Indenture") which provides that each new issue of bonds be issued pursuant to a supplemental indenture. For bonds secured by the State Debt Service Commitment, the law sets maximum annual amounts that the University, through its Board of Trustees, may issue.

The Nineteenth Supplemental Indenture authorizes the appropriations for and issuance of bonds in the maximum amount of \$204,400,000, plus costs of issuance to finance fiscal year 2014 Phase III projects, plus amounts carried forward from the Eighteenth Supplemental Indenture. Phase III includes projects at Storrs, the regional campuses and the UConn Health Center.

The Nineteenth Supplemental Indenture also authorizes that the exact amount of the bonds be determined at the time of issuance depending on cash expenditure requirements for twelve months or less following issuance. Appendix A of the Nineteenth Supplemental Indenture lists the UCONN 2000 projects that may be financed by the bonds (excluding the projects financed by the carry forward amounts).

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352 Mansfield Road Unit 2122
Storrs, Connecticut 06269-2122

Telephone: (860) 486-3455
Facsimile: (860) 486-1070

This recommendation, if approved, will serve as the Board of Trustees' resolution for approval of the Nineteenth Supplemental Indenture and for the series of bonds to be issued in accordance therewith. The resolution, with supplemental information, as appropriate, will be sent to the Governor for approval. If the Governor chooses not to exercise his statutory authority to approve or disapprove the resolution within 30 days of its submission, it will be deemed approved in accordance with the Act.

UNIVERSITY OF CONNECTICUT

as Issuer

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

NINETEENTH SUPPLEMENTAL INDENTURE

AUTHORIZING

THE UNIVERSITY OF CONNECTICUT
GENERAL OBLIGATION BONDS

(Secured by the State Debt Service Commitment)

Dated as of _____

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**NINETEENTH SUPPLEMENTAL INDENTURE
AUTHORIZING THE ISSUANCE OF
THE UNIVERSITY OF CONNECTICUT
GENERAL OBLIGATION BONDS
(SECURED BY THE STATE DEBT SERVICE COMMITMENT)**

ARTICLE I

Definitions and Statutory Authority

101. **Nineteenth Supplemental Indenture.** This Nineteenth Supplemental Indenture authorizing the Bonds is supplemental to, and constitutes a Supplemental Indenture within the meaning of, and is adopted in accordance with Article X of the General Obligation Master Indenture of Trust between the University of Connecticut (the "University") and the Trustee dated as of November 1, 1995 (the "Indenture") as amended and supplemented to the date hereof, the form of which was approved by the State Bond Commission as required by Section 10a-109g of the General Statutes of Connecticut.

102. **Definitions.** All terms defined, and the rules of construction set forth, in Article I of the Indenture shall have the same meanings in this Nineteenth Supplemental Indenture as such terms are given in such Article I except that, as used in this Nineteenth Supplemental Indenture, the following terms shall have the following respective meanings, unless the context shall otherwise require:

"Authorized Officer's Certificate" means a copy of a resolution of the Board of Trustees certified by an Authorized Officer.

"Authorized Officer for Sale Purposes" means the Authorized Officer, who shall be an officer, official or trustee serving on the financial affairs committee of the Board of Trustees.

"Bond Insurance Policy" means the municipal bond insurance policy, if any, issued by the Bond Insurer that guarantees payment of principal of and interest on the Bonds and constitutes a Bond Facility under the Indenture.

"Bond Insurer" means a financial guaranty insurance company, if any, or any successor thereto which insures the Bonds as provided in the Certificate of Determination.

"Bonds" means any series of bonds issued pursuant to this Nineteenth Supplemental Indenture.

"Certificate of Determination" means the certificate of determination of the Treasurer required by section 502 hereof and otherwise referenced herein.

"Nineteenth Supplemental Indenture" means this Nineteenth Supplemental Indenture dated as of _____, as may be amended from time to time, authorizing the Bonds.

“Indenture” means the General Obligation Master Indenture of Trust between the University and the Trustee dated as of November 1, 1995, as from time to time amended or supplemented.

“Insured Bonds” means any series or certain maturities in any series of bonds to be insured by a municipal bond new issue insurance policy to be issued simultaneously with the delivery of Bonds by the Bond Insurer.

“Official Statement” means the official statement of the University relating to the Bonds.

“Preliminary Official Statement” means the preliminary official statement of the University relating to the Bonds.

“Principal” or **“principal”** means the principal amount of each Bond payable at maturity.

“Principal Amount” means the outstanding principal of a Bond.

“Underwriters” means the initial purchasers of the Bonds pursuant to a bond purchase agreement duly executed by the University, the Treasurer and such purchasers.

103. **Authority for the Nineteenth Supplemental Indenture.** This Nineteenth Supplemental Indenture is entered into by the University and the Trustee pursuant to the provisions of the Act and the Indenture.

ARTICLE II

Authorization, Terms and Issuance of Bonds

201. **Authorization of Fiscal Year 2013-2014 Bonds, Maximum Amount, Delegation, Designation and Pledge.** Bonds for Fiscal Year ending June 30, 2014 entitled to the benefit, protection and security of the Act and Indenture, and constituting Bonds to be secured by the State Debt Service Commitment are hereby authorized to be issued under the Indenture and pursuant to the Act in a maximum amount not to exceed \$204,400,000 for the UConn Projects as set forth in Appendix A (attached hereto and hereby made a part hereof) and constituting UConn 2000 Projects (provided nothing herein shall preclude the amendment of Appendix A pursuant to the Act and in accordance with the Indenture and as provided by Appendix A), plus the amount of the Costs of Issuance to be funded from the proceeds of such Bonds.

All of the principal amount of bonds authorized but unissued under the Eighteenth Supplemental Indenture approved by Governor Malloy on July 26, 2012, as amended and as set forth in the Certificate of Determination executed in connection with the bonds issued pursuant to the Eighteenth Supplemental Indenture is carried forward to Fiscal Year 2013-2014 in accordance with the Act.

The exact amount of the Bonds to be issued under this Nineteenth Supplemental Indenture is hereby delegated to and is to be determined by a certificate of, the Authorized Officer for Sale Purposes in accordance with Section 7(a)(2) of the Act respecting the anticipated cash expenditure requirements for authorized UConn 2000 Projects within the year following issuance plus not more

than twenty (20%) percent in excess thereof, provided that such amount shall not exceed \$204,400,000 (plus Costs of Issuance and any carry forward amounts). The amount of the balance of Bonds herein authorized for Fiscal Year ending 2014 and not funded by the Bonds shall be issued subsequently pursuant to an additional Certificate of Authorized Officer for Sale Purposes as an additional series of Bonds hereunder or pursuant to a Supplemental Indenture or Supplemental Indentures depending on the remaining cash expenditure requirements respecting each UConn 2000 Project theretofore authorized by a Supplemental Indenture.

The Bonds shall be designated as and shall be distinguished from other Bonds by the additional title “_____ Series ____” or such other designation or designations of “Series ____” inserting the applicable number and letter, respectively, reflecting the year and series issued, as provided in the Certificate of Determination, pursuant to and subject to the terms, conditions and limitations established in the Indenture, this Nineteenth Supplemental Indenture, an Authorized Officer’s Certificate and the Treasurer’s Certificate of Determination. In accordance with the Act, the amount of the State Debt Service Commitment in each fiscal year is hereby pledged for the punctual payment of the Special Debt Service Requirements on the Bonds as the same arise and shall become due and payable.

202. **Purposes.** The Bonds will be issued and used to provide funds for deposit in the following accounts of the Bond Proceeds Fund: (i) Construction Account, which, pursuant to Section 602 of the Indenture unless otherwise provided by a Supplemental Indenture, shall be held and maintained by the Trustee, for construction and equipping of certain facilities (or reimbursement to the University for funds expended therefor) that are included and that have been authorized as a UCONN 2000 Project by the Board of Trustees and (ii) Cost of Issuance Account, which, pursuant to Section 602 of the Indenture unless otherwise provided by a Supplemental Resolution, shall be held and maintained by the Treasurer, to pay or provide for the Bonds costs of issuance. The Treasurer and University shall cause the proceeds from the sale of the Bonds to be so deposited in the Bond Proceeds Fund. Monies in the Construction Account respecting the proceeds of the Bonds heretofore issued may be disbursed from time to time pursuant to Section 603 of the Master Indenture, particularly paragraph (5) thereof, for any such UConn 2000 Project but not in excess of the aggregate amount authorized for such UConn 2000 Project by the Board of Trustees.

203. **Interest Payments.** The Bonds shall bear interest from their respective dates, payable on the date or dates, and at the rates as shall be determined by the Treasurer in the Certificate of Determination. Except as otherwise may be provided in such Certificates, interest shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each.

204. **Form, Denomination, Numbers and Letters.** The Bonds shall be in fully registered form and shall initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. The Bonds shall be in denominations to be determined by the Treasurer in the Certificate of Determination. The Bonds shall be lettered “AR-____” or such other letters provided in the Certificate of Determination. Each such letter shall be followed by the number of the Bonds. The Bonds shall be numbered consecutively from one upward in order of issuance.

205. **Places of Payment and Paying Agent.** So long as all of the Bonds are registered in the name of Cede & Co., as nominee of DTC, or any other nominee of DTC or its successor as securities depository, Principal, Sinking Fund Installments, if any, Redemption Price of and interest

on the Bonds shall be payable from the Trustee to DTC or its successor as securities depository for the Bonds, as determined by the Treasurer in the Certificate of Determination. If any of the Bonds shall no longer be registered in the name of a nominee of DTC or any successor securities depository or its nominee, interest on the Bonds shall be payable by check mailed to the registered owners of the Bonds, and Principal, Sinking Fund Installments, if any, or Redemption Price of the Bonds shall be payable at the principal corporate trust office of the Paying Agent for the Bonds.

206. **Sale.** Pursuant to Sections 7(e) and (f) of the Act, the Treasurer is authorized by the Act to sell the Bonds by negotiation or public competitive sale, in such manner, at such price or prices, at such time or times, in one or more series, and on such terms and conditions as the Treasurer shall determine to be in the best interests of the State and University. The terms and particulars of each such sale, the receipt of each proposal and each award of the Bonds and all other action appropriate or necessary in connection therewith shall be set by the Treasurer, including the selection of the Trustee pursuant to Article VIII of the Indenture, in conjunction with the Authorized Officer for Sale Purposes to whom such matters are hereby delegated and shall be recited in the Treasurer's Certificate of Determination, and confirmed by the Authorized Officer for Sale Purposes.

207. **Execution.** The Bonds shall be signed in the name of the University by the manual or facsimile signature of its President and the seal of the University (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by an Authorized Officer. The Bonds shall be authenticated manually by the Trustee in accordance with the provisions of the Indenture.

208. **Delivery and Application of Bond Proceeds.** After their execution as provided herein and in the Indenture, the Bonds shall be delivered to the Trustee for authentication as provided in the Indenture and shall thereupon be delivered to the Underwriters upon receipt by the Trustee of the purchase price therefor in accordance with the documents of sale and upon satisfaction of the conditions contained therein and in the Indenture. The proceeds of the Bonds shall be deposited in the Bond Proceeds Fund in the amounts and for the Construction Account and Costs of Issuance Account, as more particularly set forth in the Certificate of Determination of the Treasurer.

209. **Defeasance.** Pursuant to Section 1001(1)(b) of the Master Indenture, for purposes of the Bonds, Section 1402(c) of the Master Indenture is hereby amended in its entirety as follows.

(c) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail at least once, or to publish at least twice at an interval of not less than seven days between publications in an Authorized Newspaper, as soon as practicable, a notice to the Holders of such Bonds that the deposit required by (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds.

ARTICLE III

Form of the Bonds

301. **Form of the Bonds.** The Bonds shall be substantially in the form set forth in the Indenture with such additions or deletions anticipated by this Nineteenth Supplemental Indenture as are set forth in the Certificate of Determination.

ARTICLE IV

Tax Covenant

401. **Tax Exemption.** In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Bonds, the University hereby covenants to comply with the provisions of the Code, and any regulations or rulings issued thereunder, applicable to the Bonds. Further, the University covenants that it will not take any action or fail to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. In fulfilling the covenants set forth in this Section, the University hereby agrees to instruct all parties acting by or on behalf of the University or in any manner with respect to the Bonds regarding all acts necessary to satisfy and fulfill such covenants.

ARTICLE V

Miscellaneous

501. **No Recourse.** No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Nineteenth Supplemental Indenture against any member of the Board of Trustees, nor the State Bond Commission or any officer of the University or the State or any person executing the Bonds and neither the members of the Board of Trustees or the State Bond Commission nor officers of the University or the State nor any person executing the Bonds, or with respect to execution of documents hereinafter mentioned, including the Preliminary Official Statement, the Official Statement and any Bond Purchase Agreement, Tax Regulatory Agreement or documents in connection with the authorization, issuance and sale of the Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance or execution thereof. Pursuant to Section 19 of the Act, the provisions of Sections 4-165 and 5-141d of the General Statutes shall apply to any employee or official of the University or other State agency who is discharging his duties or acting within the scope of his employment in furtherance of the UCONN 2000 Infrastructure Improvement Program.

502. **Delegation of Authority to Treasurer and to Authorized Officer for Sale Purposes.**

(A) The Treasurer is delegated, pursuant to the Act on behalf of the University and subject in all respects to the Indenture, the authority to determine with respect to the Bonds the date or dates and maturities (provided, however, that the Bonds issued to finance equipment and

collections shall mature not later than five (5) years from their dated date and the Bonds issued to finance any other purpose shall mature not later than thirty (30) years from their dated date); provisions for either serial or term bonds, sinking fund requirements, if any; due dates of interest; denominations; the terms, if any, of optional or extraordinary redemption, with or without premium; time or times of sale (subject to the cash flow requirements of the University to cover the cost of the UCONN 2000 Infrastructure Improvement Program) and manner of sale; interest rates and limitations with respect thereto; provisions for receipt and deposit or investment of the good faith deposit pending delivery; and such other terms and conditions of the Bonds and of the issuance and sale thereof as the Treasurer may determine to be in the best interests of the State and University. The Treasurer shall file a Certificate of Determination with the University and Secretary of the State Bond Commission on or before the date of delivery of the Bonds setting forth the details and particulars of the Bonds determined by her in accordance with this delegation. Such Certificate of Determination shall be delivered to the Trustee on or before the date of closing of the Bonds.

(B) The Treasurer is also delegated, pursuant to the Act and, in accordance with Section 4(a)(5) of the Act pursuant to certain provisions of Section 3-20 of the General Statutes of the State of Connecticut, as amended, the authority to enter into agreements in consultation with the University (through an Authorized Officer) with respect to the issuance and sale of the Bonds, including financial advisory agreements, bond purchase agreements, tax regulatory agreements, and agreements with respect to security for the Bonds.

(C) The Authorized Officer for Sale Purposes or the Executive Vice President for Administration and Chief Financial Officer is hereby delegated and the Treasurer is further delegated, pursuant to the Act, the authority to approve the final terms of and publication and distribution of the Official Statement in connection with the offering and sale of the Bonds and to sign and certify that the Preliminary Official Statement is an official statement that the University deems final as of its date for purposes of Rule 15c-2-12 of the Securities and Exchange Commission ("Rule 15c-2-12"), except for certain permitted omissions described in paragraph (b)(1) of Rule 15c-2-12. The mailing, publication and distribution of the Preliminary Official Statement is hereby approved. The Treasurer, in conjunction with the Authorized Officer for Sale Purposes or the Executive Vice President for Administration and Chief Financial Officer, is further authorized and directed to sign any amendment or supplement or certificate with respect to the Official Statement or the Preliminary Official Statement that may, in the Treasurer's judgment, be necessary or appropriate on or before the date of delivery of the Bonds.

(D) Subsequent to adoption of the resolution of the Board of Trustees authorizing the Nineteenth Supplemental Indenture, the Authorized Officer for Sale Purposes is hereby authorized to make such changes, insertions, deletions or provisions to the Nineteenth Supplemental Indenture, not materially inconsistent with the intent of the provisions of the Nineteenth Supplemental Indenture as so adopted as may be necessary or appropriate to respond to the requirements of the Governor, the Treasurer, the Underwriters of the Bonds, the Bond Insurer, if any, or the rating agencies with respect to the Nineteenth Supplemental Indenture as evidenced by approval of the Certificate of Determination and may rely on a Counsel's Opinion for advice with respect to the foregoing. In addition, any Authorized Officer is authorized and directed to sign other documents ancillary to the authorization, issuance and delivery of the Bonds within the scope of such Authorized Officer's duties at the University and under the Act.

503. **Declaration of Official Intent.** The University reasonably expects to incur expenditures (the "Expenditures") in connection with the Bond projects of which a general functional description is contained in Appendix A attached hereto (collectively, the "Project"). The University reasonably expects to reimburse itself for the cost of Expenditures with respect to the Project with the proceeds of Bonds, tax-exempt obligations to be issued by the University, not later than eighteen (18) months after the later of the date the original Expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original Expenditure is paid. The maximum principal amount of such debt with respect to the Project is not expected to exceed \$204,400,000. This declaration of official intent is a declaration of official intent made pursuant to Section 1.150-2 of the Regulations.

IN WITNESS WHEREOF, the University of Connecticut has caused this Nineteenth Supplemental Indenture to be signed by its President and sealed the same with its seal attested by an Authorized Officer, and the Trustee, for itself and its successor or successors, has caused this Nineteenth Supplemental Indenture to be signed and sealed by its duly authorized officer and has by its execution hereof signified its acceptance of the trust hereby created and imposed.

THE UNIVERSITY OF CONNECTICUT

By: _____
Susan Herbst
Its President

(SEAL)

ATTEST:

By: _____
Richard D. Gray
Its Executive Vice President for Administration and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date: _____

By: _____
Name:
Title:

APPENDIX A¹

**NINETEENTH SUPPLEMENTAL INDENTURE
UCONN 2000 INFRASTRUCTURE IMPROVEMENT PROGRAM
FISCAL YEAR 2013-2014
UCONN 2000 BOND AUTHORIZATIONS
_____ SERIES ____ BOND PROJECTS**

UCONN 2000 Projects*	UCONN 2000 Phase III Total (\$) Needed -D.S.C. Bonds**	Fiscal Year 2013-2014 Bond Authorization ⁽²⁾	UCONN 2000 Phase III Prior D.S.C. Bond Authorization ***
--<u>Storrs and Regional Campuses</u>			
Academic and Research Facilities	\$2,000,000	\$2,000,000	-
Deferred Maintenance/Code/ADA Renovation Lump Sum	212,792,375	13,422,450	171,404,074.77
Engineering Building (with Environmental Research Institute)	60,500,000	1,500,000	5,500,000.00
Equipment, Library Collections & Telecommunications	79,998,496	4,000,000	66,641,496.00
Farm Buildings Repairs/Replacement	6,728,342	3,000,000	3,728,342.09
Gant Building Renovations	15,250,000	4,000,000	11,250,000.00
Hartford Relocation Acquisition/Renovation	10,000,000	10,000,000	-
Heating Plant Upgrade	30,000,000	1,057,000	1,190,000.00
North Hillside Road Completion	8,200,000	2,700,000	4,000,000.00
Psychology Building Renovation/Addition	25,170,550	3,670,550	21,500,000.00
Residential Life Facilities	19,117,722	8,000,000	10,117,722.01
Waterbury Downtown Campus	478,937	50,000	428,937.00
<u>Subtotal -- Storrs and Regional Campuses</u>		<u>\$53,400,000</u>	
--<u>Health Center</u>			
CLAC Renovation Biosafety Level 3 Lab	\$16,000,000	\$9,710,000	\$1,315,000.00
Deferred Maintenance/Code/ADA Renovation Sum — Health Center	56,434,150	9,400,000	35,505,125.00
Equipment, Library Collections & Telecommunications — Health Center	63,595,850	2,290,000	54,005,725.00
Main Building Renovation	140,019,500	28,009,500	48,588,000.00
Medical School Academic Building Renovation	40,697,500	25,747,500	8,700,000.00
Research Tower	68,701,000	8,230,000	60,471,000.00
The University of Connecticut Health Center New Construction and Renovation	357,102,000	67,613,000	54,700,000.00
<u>Subtotal -- Health Center</u>		<u>\$151,000,000</u>	
Total Fiscal Year 2013-2014 Bond Authorization		\$204,400,000	

*Reflects amendments to project names by Public Act No 02-3 of the May 2002 Special Session and by Public Act No 07-108 of the 2007 Session of the Connecticut General Assembly.

**Includes only Phase III General Obligation Debt Service Commitment amounts needed from 7/1/2005 forward

***Does not reflect borrowings under Phase I & II including \$50,000,000 of Phase II Project authorizations issued after 7/1/2005 pursuant to the Eleventh Supplemental Indenture.

⁽¹⁾ The Board of Trustees approved the Nineteenth Supplemental Indenture on June 26, 2013.

⁽²⁾ The amounts presented herein may vary (1) by resolution of the Board of Trustees provided that such reallocation does not result in the expenditure of proceeds in excess of the total aggregate amount approved as set forth in this supplemental indenture, and (2) by up to 5% upon a written determination by the Vice President and Chief Financial Officer, as an Authorized Officer pursuant to the Master Indenture as supplemented, including Section 805 thereof, provided any reallocation shall (i) not result in the expenditure of proceeds in excess of the total aggregate amount approved by the Board of Trustees for all projects as set forth in the Master Indenture as supplemented approving such total expenditures; (ii) shall not result in any adverse tax consequences to the University; (iii) be made only that the UCONN 2000 Projects affected by the reallocation can still be completed within the reallocated amounts, together with any other amounts allocated by the Board of Trustees in subsequent supplemental indentures; and (iv) be reported to the Board of Trustees at its next scheduled meeting.

ATTACHMENT 15



University of Connecticut
Office of the Provost

June 26, 2013

TO: Members of the Board of Trustees

FROM: Mun Y. Choi
Provost and Executive Vice President for Academic Affairs

Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

RE: Comprehensive Per-Credit-Hour Fee Structure for Online Graduate Certificates and Programs

RECOMMENDATION:

That the Board of Trustees approve the comprehensive per-credit-hour fee structure for Online Graduate Certificates and Programs

BACKGROUND:

I. Proposed Action

- A. Description of Fee:** The University has embarked on a focused strategy to expand online offerings as well as certificate programs at the graduate and post baccalaureate levels. The University has set a goal of developing and offering 10 new online certificate programs each year over the next five years. A consistent fee structure will position and promote program development, while also allow the University to respond to ever-changing market conditions and demands for specialized certificates. The proposed comprehensive fee structure follows the per-credit-hour-fee model similar to the School of Business' current structure. Matriculated students who enroll in these certificates will continue to be charged the tuition and fee rates for their degree program. The structure and cost of their UConn degree program supersedes this structure and the rates associated with it.
- B. Description of Recommended Revision:** Online graduate certificates are commonly structured in a per-credit-hour-fee model. The recommendation is for a comprehensive \$750/credit-hour-fee for online graduate certificate programs. The comprehensive fee includes the online fee, the technology fee, the graduate matriculation fee and any other appropriate fees. Additionally, we propose to increase the approved rate for the Online Graduate Certificate Programs in Survey Research, Nonprofit Management, and Geographic Information Systems in the College of Liberal Arts and Sciences, and the Master of Arts in Survey Research in the College of Liberal Arts and Sciences, all currently at \$680 per-credit-hour, and the Post-Secondary Disability Certificate Program in the Neag School of Education, currently at in-state non-degree rates or approximately \$791 fall/spring and \$636 summer.

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- C. Basis for Requested Fee Structure:** As the University develops more certificate programs we need to be able to respond to market conditions by establishing an approved fee rate structure. We feel that most certificates will be competitively priced at this rate. For certificates costing more to deliver, those offering non-typical student experiences and/or those with higher market elasticity we will recommend higher fee rates to the Board of Trustees on a per certificate basis at that time.
- D. Students Affected:** All students in online graduate certificate programs, regardless of the term offering will be affected, except students enrolled in programs with specific approved rates, such as those offered by the School of Business. This comprehensive fee excludes the Law School, as Law students do not matriculate through the Graduate School
- E. Proposed Date of Revision Implementation:** The proposed date for implementing this fee structure is Fall 2013.

II. Analysis

- A. Fiscal Need for Fee Revision:** The revenues generated by certificate programs at the graduate level will be essential to sustaining and enhancing the success of the programs.
- B. Impact Statement:** These online certificate programs are designed to be self-supporting. Without this comprehensive fee structure, each school and college developing an online certificate program would develop its own rates, requiring Board approval. A comprehensive rate will allow the University to be nimble and efficient in reaching our online certificate five-year-goal. The proposed fee structure will also provide the flexibility and mobility for students wishing to incorporate elective courses from other certificate programs where appropriate.
- C. Comparative Student Costs:** Costs vary by discipline at many institutions. UConn is striving to offer online certificates that are developed and taught by UConn faculty. This is what will set us apart from other programs.

University of Virginia	\$760/credit
University of North Carolina-Chapel Hill	Range \$511 - \$1,243/credit
University of Illinois-Urbana-Champaign	Range \$559 - \$1,050/credit
Penn State World Campus	Range \$736 - \$930/credit
Boston University	Range \$760 - \$863/credit
University of Notre Dame	Range \$990 - \$1,140/credit
University of Michigan-Ann Arbor	Range \$10,000 - \$16,000/certificate

ATTACHMENT 16



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

Mun Y. Choi
Provost and Executive Vice President for Academic Affairs

RE: Project Budget for Beach Hall Renovations – Molecular Cell Biology Laboratory
for New Faculty (Planning: \$1,615,574)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget in the amount of \$1,615,574 for a project related to the renovation of the College of Liberal Arts and Sciences, Molecular Cell Biology Laboratory in Beach Hall for new faculty.

BACKGROUND:

Beach Hall is a mixed use, laboratory and office building. The scope of this project is to renovate a partial ground floor of this building into state-of-the-art wet research laboratories. The scope of work includes foundation waterproofing, interior renovation, freezer room, faculty office, tissue culture room, storage, laboratory casework and equipment, fume hoods, finishes, electrical, plumbing and mechanical support.

The current laboratory space has been substantially demolished, creating an open area for development.

The Planning Budget is attached for your consideration and approval.

Attachment

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352 Mansfield Road Unit 2122
Storrs, Connecticut 06269-2122

Telephone: (860) 486-3455 C:\Users\dlc02004\Documents\Word\BOT\Financial Affairs\Project Budgets\06.26.13\Storrs\Beach Hall Renovations - MCB Lab for New Faculty PlanBudget 06.26.13.doc
Facsimile: (860) 486-1070

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

PROJECT NAME: BEACH HALL RENOVATIONS - MCB LAB FOR NEW FACULTY

<u>BUDGETED EXPENDITURES</u>	<u>PROPOSED PLANNING 6/26/2013</u>
CONSTRUCTION	\$ 1,100,000
DESIGN SERVICES	45,000
TELECOMMUNICATIONS	3,000
FURNITURE, FIXTURES AND EQUIPMENT*	190,000
CONSTRUCTION ADMINISTRATION	574
OTHER AE SERVICES (including Project Management)	44,000
ART	-
RELOCATION	15,000
ENVIRONMENTAL	-
INSURANCE AND LEGAL	3,000
MISCELLANEOUS	15,000
OTHER SOFT COSTS	-
SUBTOTAL	\$ 1,415,574
PROJECT CONTINGENCY	200,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 1,615,574</u>
<u>SOURCE(S) OF FUNDING</u>	
UConn 2000 PHASE III	<u>\$ 1,615,574</u>
TOTAL BUDGETED FUNDING	<u>\$ 1,615,574</u>

* Additional Furniture, Fixtures and Equipment may be procured outside of the Capital Projects Delivery procedures, in accordance with standard UConn procurement policies and procedures, utilizing non-UConn 2000 funds from a faculty start-up package.

BEACH HALL RENOVATIONS –
MOLECULAR CELL BIOLOGY LABORATORY FOR NEW FACULTY
Project Budget (Planning)
06/26/2013



ROOM TO BE RENOVATED



View Looking West



View at Corridor Wall



View of Steam Lines at Exterior Wall

ATTACHMENT 17



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard Gray
Executive Vice President for Administration and Chief Financial Officer

Mun Y. Choi
Provost and Executive Vice President for Academic Affairs

RE: Project Budget for the New Faculty Renovations – White Building, Animal
Science Lab (Planning: \$1,827,500)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget in the amount of \$1,827,500 for the planning, design and construction of new faculty renovations in the College of Agriculture & Natural Resources, Animal Science Lab in the White Building.

BACKGROUND:

The George C. White Building is occupied by the Animal Science Department and is a mixed use building containing classrooms, faculty offices, research space and the UConn Dairy Bar. The scope of this project is to renovate two existing laboratories (006 and 007) into state-of-the-art research laboratories. The scope of work includes demolition, interior renovation, laboratory casework, fume hoods, finishes, electrical improvements and mechanical upgrades.

The University has commissioned a design team to prepare contract documents for the project. The project (design) budget includes a "construction" line item that was estimated by the design architect. This is based upon initial programmatic design, not fully developed construction documents or competitive bidding and represents the best effort of the design team to establish a contract value at this phase of the project.

The proposed Planning Budget is attached for your considerations and approval.

Attachment

An Equal Opportunity Employer

352 Mansfield Road Unit 2122
Storrs, Connecticut 06269-2122

Telephone: (860) 486-3455
Facsimile: (860) 486-1070

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CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

**PROJECT NAME: NEW FACULTY RENOVATIONS-WHITE BUILDING ANIMAL
SCIENCE LAB**

<u>BUDGETED EXPENDITURES</u>	<u>PROPOSED PLANNING 6/26/2013</u>
CONSTRUCTION	\$ 1,050,000
DESIGN SERVICES	120,000
TELECOMMUNICATIONS	15,000
FURNITURE, FIXTURES AND EQUIPMENT*	275,000
CONSTRUCTION ADMINISTRATION	30,000
OTHER AE SERVICES (including Project Management)	26,500
ART	-
RELOCATION	10,000
ENVIRONMENTAL	21,000
INSURANCE AND LEGAL	5,000
MISCELLANEOUS	15,000
OTHER SOFT COSTS	-
SUBTOTAL	\$ 1,567,500
PROJECT CONTINGENCY	260,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 1,827,500</u>
<u>SOURCE(S) OF FUNDING</u>	
UConn 2000 PHASE III - FY13 DM	<u>\$ 1,827,500</u>
TOTAL BUDGETED FUNDING	<u>\$ 1,827,500</u>

* Additional Furniture, Fixtures and Equipment may be procured outside of the Capital Projects Delivery procedures, in accordance with standard UConn procurement policies and procedures, utilizing non-UConn 2000 funds from a faculty start-up package.

Animal Science Laboratory Renovations
Project Budget (Planning)
06/26/2013



WHITE BUILDING

ROOM TO BE RENOVATED



General View of Lab 006



General View of Existing Lab 007



General View of Existing Lab 007


ATTACHMENT 18




University of Connecticut Health Center

June 26, 2013

TO: Members, of the Board of Trustees

FROM: Frank M. Torti, MD, MPH 
Executive Vice President for Health Affairs & Dean, School of Medicine

Richard D. Gray 
Executive Vice President for Administration and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) Main Building
Renovation; Lab ("L") Building Renovations - Project 2: (Planning -
\$56,000,000)

RECOMMENDATION:

That the Board of Trustees approves the Planning Budget in the amount of \$56,000,000 for the UCHC Main Building Renovation, L Building - Project 2.

BACKGROUND:

The UCHC Main Building structure includes the Lab (L) building which houses approximately 265,000 gross square feet of research space. The Bioscience Connecticut initiative supplemented the exiting UConn 2000 funds to allow for more complete renovations to the buildings labs and mechanical systems. Project 1, which is under construction, renovated approximately half of the L building research space located on floors 1 – 7. This project, Project 2, will be executed in 3 phases and will renovate additional L building research space located on floors 1 – 7.

The work will create large flexible open laboratory space, similar to the lab space that was created at the Cell and Genome Sciences Building (400 Farmington Ave). The project will also replace the aged mechanical, electrical and plumbing infrastructure with new energy efficient systems. The project is expected to achieve the Leadership in Energy and Environmental (LEED) silver certification.

This Planning Budget is anticipated to be approved by the board of Directors Finance Committee and the UCHC Board of Directors at their respective meetings in June.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

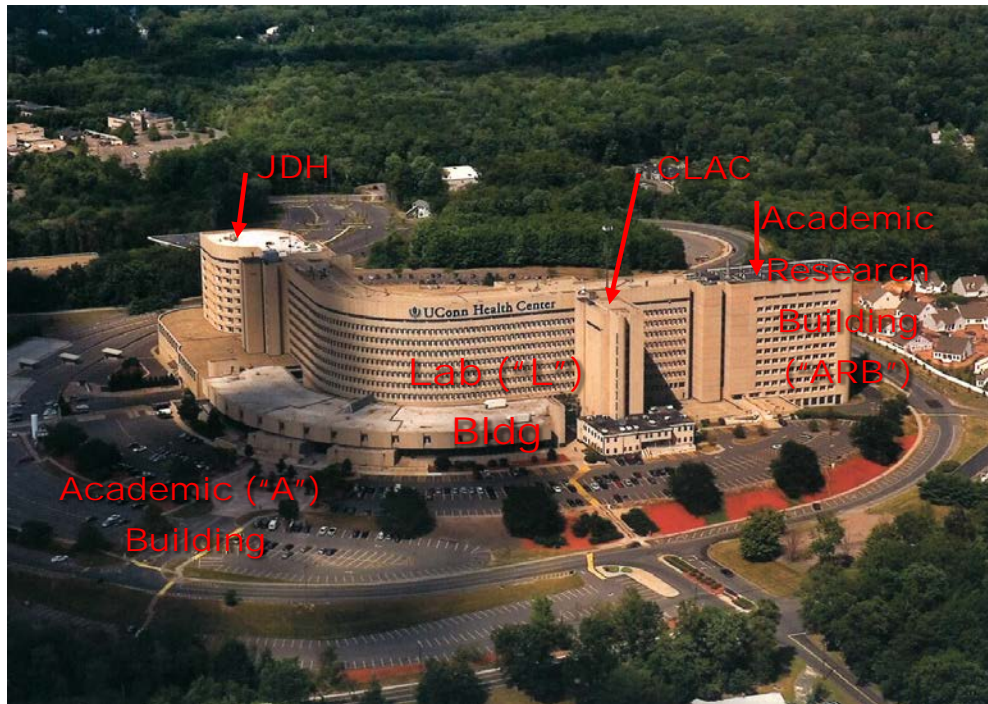
**PROJECT NAME: UCHC MAIN BUILDING RENOVATION - LAB ("L") BUILDING
RENOVATIONS PROJECT 2**

<u>BUDGETED EXPENDITURES</u>	<u>PROPOSED PLANNING 6/26/2013</u>
CONSTRUCTION	\$ 40,810,000
DESIGN SERVICES	4,900,000
TELECOMMUNICATIONS	1,445,000
FURNITURE, FIXTURES AND EQUIPMENT	1,710,000
CONSTRUCTION ADMINISTRATION	200,000
OTHER AE SERVICES (including Project Management)	586,000
ART	-
RELOCATION	345,000
ENVIRONMENTAL	615,000
INSURANCE AND LEGAL	50,000
MISCELLANEOUS	248,000
OTHER SOFT COSTS	-
SUBTOTAL	\$ 50,909,000
PROJECT CONTINGENCY	5,091,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 56,000,000</u>
<u>SOURCE(S) OF FUNDING</u>	
UConn 2000 PHASE III	<u>\$ 56,000,000</u>
TOTAL BUDGETED FUNDING	<u>\$ 56,000,000</u>

UCHC MAIN BUILDING RENOVATION
LAB ("L") BUILDING RENOVATIONS – Project 2
Project Budget (Planning)
06/26/2013



IMAGE OF PROPOSED RENOVATED LAB SPACE




ATTACHMENT 19




University of Connecticut Health Center

June 26, 2013

TO: Members of the Board of Trustees

FROM: Frank M. Torti, MD, MPH
Executive Vice President for Health Affairs & Dean, School of Medicine 

Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer 

RE: Project Budget for the UConn Health Center (UCHC) Roadway and
Intersection Improvements (Planning: \$5,285,000)

RECOMMENDATION:

That the Board of Trustees approves the Planning Budget in the amount of \$5,285,000 for the UCHC Roadway & Intersection Improvements

BACKGROUND:

The planning for the construction associated with the Bioscience Connecticut initiative required that UCHC complete an Environmental Impact Evaluation (EIE) and an application to the Connecticut Department of Transportation's Office of State Traffic Administration (OSTA). As part of the EIE and OSTA certification process, certain on-site, as well as, off-site roadway and traffic control improvements have been proposed to mitigate increased traffic volumes that are projected as a result of the construction of the New Hospital Building, Ambulatory Care Center and the Jackson Laboratory facilities.

Such improvements include on-campus and off-campus roadway widening and modifications to existing geometry, additional lanes for increased capacity, new traffic control signalization, modifications to existing signalization, and resulting modifications to traffic signing and pavement markings.

The Ground Lease Agreement with the Jackson Laboratory (JAX) requires that JAX reimburse UCHC for a portion of the cost of the improvements based upon their proportioned share of

projected traffic generation. The calculated share is 20% and the attached budget reflects this proportioned share of funding.

This Planning Budget is anticipated to be approved by the Board of Directors' Finance Committee and the UCHC Board of Directors at their respective meetings in June.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

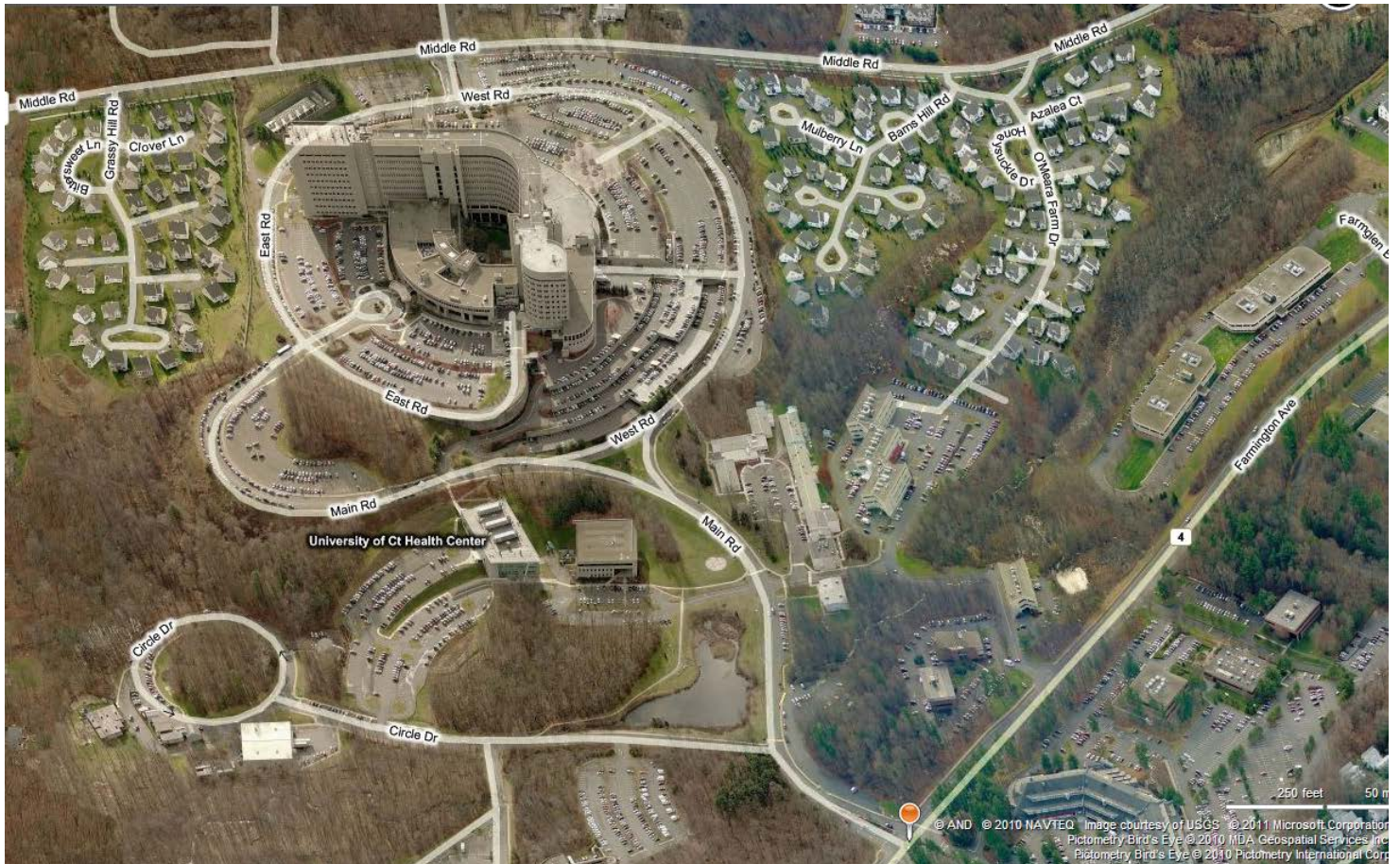
PROJECT NAME: UCHC ROADWAY & INTERSECTION IMPROVEMENTS

<u>BUDGETED EXPENDITURES</u>	<u>PROPOSED PLANNING 6/26/2013</u>
CONSTRUCTION	\$ 3,876,000
DESIGN SERVICES	427,000
TELECOMMUNICATIONS	-
FURNITURE, FIXTURES AND EQUIPMENT	-
CONSTRUCTION ADMINISTRATION	150,000
OTHER AE SERVICES (including Project Management)	240,000
ART	-
RELOCATION	-
ENVIRONMENTAL	20,000
INSURANCE AND LEGAL	25,000
MISCELLANEOUS	66,000
OTHER SOFT COSTS	-
SUBTOTAL	\$ 4,804,000
PROJECT CONTINGENCY	481,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 5,285,000</u>
<u>SOURCE(S) OF FUNDING</u>	
UConn 2000 PHASE III - DM	<u>\$ 5,285,000</u>
TOTAL BUDGETED FUNDING	<u>\$ 5,285,000</u>

UCHC ROADWAY AND INTERSECTION IMPROVEMENTS

Project Budget (Planning)

06/26/2013



ATTACHMENT 20



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

Mun Y. Choi
Provost & Executive Vice President for Academic Affairs

RE: Project Budget for Heating Plant Upgrade – Boiler Reliability
Improvements (Design: \$840,000)

RECOMMENDATION:

That the Board of Trustees approve the Design Budget in the amount of \$840,000 for the planning, design and construction of boiler reliability improvements at the Central Utility Plant (CUP).

BACKGROUND:

The purpose of the project is to improve the reliability of the CUP by replacing two steam turbine drives with electrical motors for two of the largest boilers.

The CUP is a very complex power plant that, among other uses, produces steam for campus use. The steam is used to heat buildings and provide hot water and the reliability to produce steam is critical to the continuance of everyday campus life. The operations staff is continually seeking ways to improve the reliability to provide steam under adverse circumstances.

In recent operational reviews, Facilities staff noted that the plant is entirely dependent on the use of steam to restart the boilers if they stop. To allow restart with another power source, the suggestion was made to replace the current steam driven turbines with electrical driven turbine fans. (Large steam boilers require powerful fans to blow combustion air into the burner (forced-draft or FD fans) and to draw fumes out of the boiler (induced draft or ID fans) to discharge through the breechings and chimneys, and are essential to continued operation.) This change would allow restart with another power source.

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Facsimile: (860) 486-1070

C:\Users\dlc02004\Documents\Word\BOT\Financial Affairs\Project Budgets\06.26.13\Storrs\BOT_budget_901695_Boiler_Reliability draft design6 26 13 ver2.docx

The University commissioned a design team to develop contract documents for this project. The team has completed their task. The attached project budget is based on their construction budget and other associated project development costs.

This Design Budget is attached for your consideration and approval.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

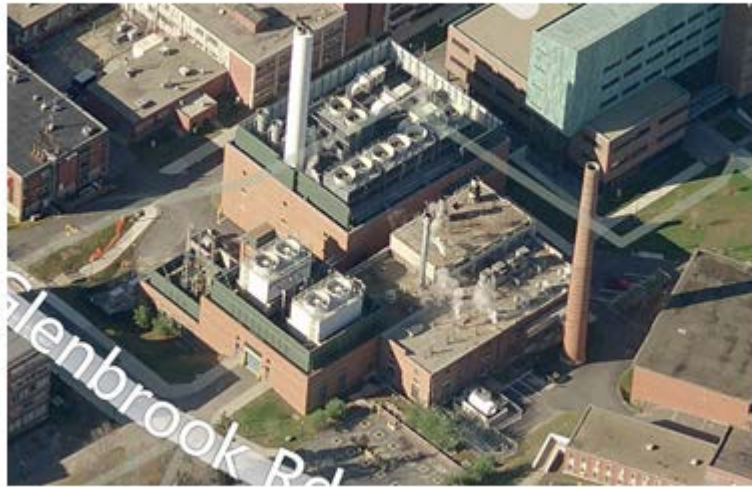
TYPE BUDGET: DESIGN

**PROJECT NAME: HEATING PLANT UPGRADE-BOILER RELIABILITY
 IMPROVEMENTS**

	APPROVED PLANNING 9/2/2011 BY EVPA/CFO	PROPOSED DESIGN 6/26/2013
<u>BUDGETED EXPENDITURES</u>		
CONSTRUCTION	\$ -	\$ 588,500
DESIGN SERVICES	45,000	44,200
TELECOMMUNICATIONS	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-
CONSTRUCTION ADMINISTRATION	-	40,000
OTHER AE SERVICES (including Project Management)	-	29,000
ART	-	-
RELOCATION	-	-
ENVIRONMENTAL	-	7,300
INSURANCE AND LEGAL	-	1,000
MISCELLANEOUS	-	10,000
OTHER SOFT COSTS	-	-
SUBTOTAL	\$ 45,000	\$ 720,000
PROJECT CONTINGENCY	5,000	120,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 50,000</u>	<u>\$ 840,000</u>
<u>SOURCE(S) OF FUNDING</u>		
UCONN 2000 PHASE III	\$ 50,000	\$ 840,000
TOTAL BUDGETED FUNDING	<u>\$ 50,000</u>	<u>\$ 840,000</u>

HEATING PLANT UPGRADE –
BOILER RELIABILITY IMPROVEMENTS
Project Budget (DESIGN)
06/26/2013

CENTRAL UTILITY PLANT (CUP)



STEAM DRIVEN INDUCED DRAFT FANS

Steam Turbine Driven ID Fan at Boiler #3



Steam Turbine Driven FD Fan at Boiler #7



ATTACHMENT 21



University of Connecticut
*Office of the Executive Vice President
for Administration and Chief Financial Officer*

June 26, 2013

TO: Members of the Board of Trustees

FROM: Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

Mun Y. Choi
Provost & Executive Vice President for Academic Affairs

RE: Project Budget for Heating Plant Upgrade – Improve Condensate Return System (Design: \$1,000,000)

RECOMMENDATION:

That the Board of Trustees approve the Design Budget in the amount of \$1,000,000 for the planning, design and construction of repairs to the condensate return system at the Central Utility Plant (CUP).

BACKGROUND:

The purpose of the project is to repair a critical component system of the Central Utility plant by replacing two leaking condensate return tanks and replacing them with new tanks.

The Central Utility Plant (CUP) produces steam and distributes it for heating to numerous campus buildings. The steam is converted to water as the temperature rises; this water is pumped back to the CUP for the start of a new cycle and is reheated back to steam. The condensate return tanks collect the returning water, their failure would result in the need to continually replenish the system with new water, both extremely inefficient and costly. The existing tanks are in poor condition and should be replaced prior to failure.

The University commissioned a design team to prepare contract documents for this project and the project documents are complete. The attached project budget is based on the design team's estimated construction budget and other associated project development costs.

This Design Budget is attached for your consideration and approval.

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352 Mansfield Road Unit 2122
Storrs, Connecticut 06269-2122

Telephone: (860) 486-3455
Facsimile: (860) 486-1070

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: DESIGN

**PROJECT NAME: HEATING PLANT UPGRADE-IMPROVE CONDENSATE RETURN
 SYSTEM**

	APPROVED PLANNING 9/2/2011 BY EVPA/CFO	PROPOSED DESIGN 6/26/2013
<u>BUDGETED EXPENDITURES</u>		
CONSTRUCTION	\$ -	\$ 731,000
DESIGN SERVICES	55,000	28,900
TELECOMMUNICATIONS	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-
CONSTRUCTION ADMINISTRATION	-	40,000
OTHER AE SERVICES (including Project Management)	-	35,000
ART	-	-
RELOCATION	-	-
ENVIRONMENTAL	-	-
INSURANCE AND LEGAL	-	2,000
MISCELLANEOUS	-	13,100
OTHER SOFT COSTS	-	-
SUBTOTAL	\$ 55,000	\$ 850,000
PROJECT CONTINGENCY	5,000	150,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 60,000</u>	<u>\$ 1,000,000</u>
<u>SOURCE(S) OF FUNDING</u>		
UCONN 2000 PHASE III	\$ 55,000	\$ 1,000,000
TOTAL BUDGETED FUNDING	<u>\$ 55,000</u>	<u>\$ 1,000,000</u>

HEATING PLANT UPGRADE –
IMPROVE CONDENSATE RETURN SYSTEM
Project Budget (DESIGN)
06/26/2013

CENTRAL UTILITY PLANT (CUP)



LEAKING CONDENSATE TANKS

North End of the East and West Tanks



Active leak as seen facing the West Tank



LEAKING TANKS

ATTACHMENT 22



University of Connecticut Health Center

June 26, 2013

TO: Members of the Board of Trustees

FROM: Frank M. Torti, MD, MPH
Executive Vice President for Health Affairs & Dean, School of Medicine

Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) CLAC Renovation (Revised Design: \$17,125,000)

RECOMMENDATION:

That the Board of Trustees approves the Revised Design Budget in the amount of \$17,125,000 for the UCHC CLAC Renovation

BACKGROUND:

The UCHC CLAC, or "B" building, is part of the original UCHC main building structure. The 55,000 Gross SF building houses research support space primarily associated with animal care. The B building has not had any major renovations since its construction completion in 1972.

This project will replace the original aged mechanical, electrical and plumbing infrastructure with new energy efficient systems and renovate program space in the building. The project is expected to achieve the Leadership in Energy and Environmental (LEED) silver certification. The project is scheduled to go out to bid in July 2013 and start construction in November 2013.

The project's Design Budget was approved by the Boards in 2012, however the project was deferred until later in the UConn 21st Century schedule due to changes in priorities and funding. The construction manager's estimate for the project has increased by \$1,000,000 (6%) to reflect escalations in construction costs that have occurred since the 2012 Design Budget was approved.

This Revised Design Budget is anticipated to be approved by the Board of Directors' Finance Committee and the UCHC Board of Directors at their respective meetings in June.

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: **REVISED DESIGN**

PROJECT NAME: **UCHC CLAC RENOVATION**

	APPROVED PLANNING 6/20/2006	APPROVED DESIGN 6/28/2012	PROPOSED REVISED DESIGN 6/26/2013
<u>BUDGETED EXPENDITURES</u>			
CONSTRUCTION	\$ 9,627,000	\$ 12,775,000	\$ 13,675,000
DESIGN SERVICES	950,000	1,206,000	1,206,000
TELECOMMUNICATIONS		115,000	115,000
FURNITURE, FIXTURES AND EQUIPMENT		348,000	348,000
CONSTRUCTION ADMINISTRATION		-	-
OTHER AE SERVICES (including Project Management)		90,000	90,000
ART (1% OF NEW CONSTRUCTION)		-	-
RELOCATION		31,000	31,000
ENVIRONMENTAL		31,000	31,000
INSURANCE AND LEGAL		35,000	35,000
MISCELLANEOUS		27,000	27,000
OTHER SOFT COSTS*	2,150,000	-	-
SUBTOTAL	\$ 12,727,000	\$ 14,658,000	\$ 15,558,000
PROJECT CONTINGENCY	1,273,000	1,467,000	1,567,000
TOTAL BUDGETED EXPENDITURES	\$ 14,000,000	\$ 16,125,000	\$ 17,125,000
<u>SOURCE(S) OF FUNDING</u>			
UCONN 2000 PHASE III	\$ 14,000,000	\$ 15,000,000	\$ 16,000,000
UCHC CAPITAL		1,125,000	1,125,000
TOTAL BUDGETED FUNDING	\$ 14,000,000	\$ 16,125,000	\$ 17,125,000

*Included Telecommunications, Inspections, Environmental and Legal Expenses

UCHC CLAC RENOVATION
Project Budget (Revised Design)
6/26/2013

View of UCHC Main Building Structure



ATTACHMENT 23



University of Connecticut Health Center

June 26, 2013

TO: Members of the Board of Trustees

FROM: Frank M. Torti, MD, MPH
Executive Vice President for Health Affairs & Dean, School of Medicine 

Richard D. Gray
Executive Vice President for Administration and Chief Financial Officer 

RE: Project Budget for the UConn Health Center (UHC) UConn Medical Group
(UMG) - Clinical Space Fit-Out, Storrs Center
(Final: \$4,365,000)

RECOMMENDATION:

That the Board of Trustees approves the Final Budget in the amount of \$4,365,000 for the UHC UConn Medical Group (UMG)- Clinical Space Fit-Out, Storrs Center.

BACKGROUND:

The University of Connecticut Health Center has an exclusive opportunity to provide "Medical Services" within the New Storrs Town Center Project. The medical services will be open to the entire population of the town of Mansfield and the surrounding region, as well as to University of Connecticut employees and students.

The medical services will include an Urgent Care Center, a Family Medicine/ Occupational Medicine/Internal Medicine Component, a specialty medical component including Cardiology, Dermatology, OB/GYN and Psychiatry and a separate Orthopedic Outpatient facility. The medical services will also include a Radiology unit and a Specimen Lab.

The work included in this project is the build out of the 17,977 gross square feet of leased space. The construction work is scheduled to be completed in November and the offices are planned to open in December 2013.

This Final Budget is anticipated to be approved by the Board of Directors' Finance Committee and the UCHC Board of Directors at their respective meetings June.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: FINAL

PROJECT NAME: UCHC UCONN MEDICAL GROUP - CLINICAL SPACE FIT OUT, STORRS CENTER

	APPROVED PLANNING 6/28/2012	APPROVED DESIGN 12/12/2012	PROPOSED FINAL 6/26/2013
<u>BUDGETED EXPENDITURES</u>			
CONSTRUCTION	\$ 1,620,000	\$ 1,620,000	\$ 2,200,000
DESIGN SERVICES	190,000	190,000	200,000
TELECOMMUNICATIONS	100,000	100,000	550,000
FURNITURE, FIXTURES AND EQUIPMENT	2,050,000	2,050,000	1,000,000
CONSTRUCTION ADMINISTRATION	-	-	-
OTHER AE SERVICES (including Project Management)	-	-	-
ART	-	-	-
RELOCATION	-	-	-
ENVIRONMENTAL	-	-	-
INSURANCE AND LEGAL	5,000	5,000	5,000
MISCELLANEOUS	-	-	15,000
SUBTOTAL	\$ 3,965,000	\$ 3,965,000	\$ 3,970,000
PROJECT CONTINGENCY	400,000	400,000	395,000
TOTAL BUDGETED EXPENDITURES	\$ 4,365,000	\$ 4,365,000	\$ 4,365,000
<u>SOURCE(S) OF FUNDING</u>			
UCHC CAPITAL	\$ 4,365,000	\$ 4,365,000	\$ 4,365,000
TOTAL BUDGETED FUNDING	\$ 4,365,000	\$ 4,365,000	\$ 4,365,000

ATTACHMENT 24



University of Connecticut Health Center

Frank M. Torti, M.D., M.P.H.
Executive Vice President for
Health Affairs
Dean, School of Medicine

TO: Members, University of Connecticut
Board of Trustees

FROM: Frank Torti, MD MPH
Executive Vice President Health Affairs, Dean School of Medicine

DATE: June 26, 2013

RE: Fiscal Year 2014 Temporary Spending Plan for the University of
Connecticut Health Center

RECOMMENDATION:

That the UCHC Board of Directors approve a Temporary Spending Plan for Fiscal Year 2014 of \$873.0 million for the University of Connecticut Health Center.

BACKGROUND:

For Fiscal Year 2014, Management needs additional time to formulate a plan to cover \$878.7 million of expense. In the interim, we are requesting that the Board of Directors approve this Temporary Spending Plan. The Temporary Spending Plan is based on expected revenues of \$873.0 million of revenues including state funding of \$125.5 million (excluding fringe benefits).

The University of Connecticut Health Center Board of Directors approved this recommendation at their meeting on June 17, 2013.

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Suite AG087
263 Farmington Avenue, Mail Code 1920
Farmington, Connecticut 06030

Telephone: (860) 679-2594
email: ftorti@uchc.edu

ATTACHMENT 25

The University of Connecticut Foundation, Inc.

Development Progress Executive Summary

July 1, 2012 to May 31, 2013

Progress Toward Goals	FYTD12 Results	FY13 Goal	FYTD13 Results	
<u>Commitment Results</u>				
Athletics	\$ 18.87 M	\$ 17.00 M	\$ 11.44 M	67%
UConn Health Center	\$ 9.03 M	\$ 12.00 M	\$ 6.77 M	56%
UConn General	\$ 23.00 M	\$ 34.00 M	\$ 40.60 M	119%
Total Commitments	\$ 50.90 M	\$ 63.00 M	\$ 58.81 M	93%
<u>Number of donors</u>				
<i>* Substantial donor increase due to significant number of donors to Sandy Hook Memorial Fund</i>	27,003	30,000	32,481	
<u>Cash Results</u>				
Cash basis gift receipts	\$ 39.25 M	\$ 50.00 M	\$ 42.79 M	86%
Annual fund unrestricted receipts	\$ 768 K	\$ 1.00 M	\$ 747 K	75%

Campaign Commitments Progress	
Fiscal Year 2013 Campaign Total (to Date)*	\$ 395.39 M
* This total reflects campaign write-offs and pre-campaign total of \$10.6 million, as appropriate.	

INFORMATIONAL ITEMS

University of Connecticut Department of Human Resources
New Hires Processed from April 2, 2013 to June 4, 2013
Presented to the Board of Trustees for Information on Professional Employees

NAME	TITLE	DEPARTMENT	DATE
ALDI, REBECCA A.	RESEARCH ASSISTANT 1	SOCIAL WORK INSTR & RES	5/17/2013
BAIRDBURNETT, JILLIAN B.	UC PROFESSIONAL 07 - SR ADMISSIONS OFF	ADMISSIONS	5/17/2013
BANGHAM, RYAN T.	U STAFF PROF II	DINING SERVICES	5/17/2013
BANNISTER, KELLY L.	U STAFF PROF II	LABOR RELATIONS	4/19/2013
BENTLEY, REBECCA	UC PROFESSIONAL 04 - FIN AID COUNSELOR	FINANCIAL AID OFC	5/24/2013
BOZZI, MICHAEL A.	UC PROFESSIONAL 07 - PROGRAM MANAGER	BUSINESS MBA PROGRAM	4/2/2013
BRUNQUELL, CHRISTOPHER B.	U POST DOC FEL 1	PHYSIOLOGY & NEUROBIOLOGY	5/1/2013
BUFFO, MICHELE D.	UC PROFESSIONAL 03 - PROG ASSISTANT I	PSYCHOLOGY	4/5/2013
BUGBEE, MARY H.	RESEARCH ASSISTANT 1	CHIP	5/13/2013
CASTRO, LINDA E.	UC PROFESSIONAL 03 - PROG ASSISTANT I	DEPARTMENT OF EXTENSION	4/19/2013
CAVANAUGH, MICHAEL L.	SPECIALIST IIA - HEAD COACH	ATHLETICS MENS INTERCOL	5/20/2013
COOMBS, JODI C.	UC PROFESSIONAL 06 - PUBLICITY/MKTG ADMIN	ECONOMIC DEVELOPMENT	5/22/2013
CUNNINGHAM, DWAYNE G.	UC PROFESSIONAL 05 - ADMIN SERV SPEC III	UNIVERSITY PLANNING	5/17/2013
DIAZ, BRIANNA C.	UC PROFESSIONAL 06 - PUBLICITY/MKTG ADMIN	LIBERAL ARTS & SCI DEAN	5/17/2013
DIFFENDERFER, JOSHUA M.	UC PROFESSIONAL 07 - COMP TECH SUP CONS 2	FINANCIAL AID OFC	5/28/2013
DONAIS, LAUREN J.	UC PROFESSIONAL 06 - PROGRAM SPEC I	WOMENS CENTER	4/19/2013
DONNELLY, CHRISTIN A.	UC PROFESSIONAL 04 - PROGRAM ASSISTANT II	INTEGRATIVE GEOSCIENCE	3/29/2013
ERICSON, KAREN K.	RESEARCH ASSISTANT 2	PATHOBIOLOGY	5/17/2013
FERRIGNO, MELISSA D.	UC PROFESSIONAL 06 - PUBLICITY/MKTG ADMIN	BUSINESS DEAN OFC	5/15/2013
GELSTON, BRUCE J.	U STAFF PROF II	AUDIT, COMPL. & ETHICS	5/17/2013
GILBERTI, RENEE M.	UC PROFESSIONAL 07 - PROGRAM SPEC II	ISS-ACADEMIC PROG CTR	4/1/2013
HUI, XIN	U POST DOC FEL 1	MECHANICAL ENGR	5/3/2013
JONES, KELLY M.	UC PROFESSIONAL 08 - EXECUTIVE ASST I	VP GRAD EDU & DEAN	4/19/2013
KEEFE, KELSEY E.	UC PROFESSIONAL 03 - PROG ASSISTANT I	PSYCHOLOGY	4/5/2013
LANGLAIS, ANDREW J.	UC PROFESSIONAL 07 - ADMIN MANAGER II	POLICE SERVICES	5/17/2013
LU, JACK J.	RESEARCH ASSISTANT 1	SOCIAL WORK INSTR & RES	5/3/2013
MACKENZIE, CHRISTOPHER N.	SPECIALIST IIA - HEAD COACH	ATHLETICS WMNS INTERCOL	5/10/2013

University of Connecticut Department of Human Resources
New Hires Processed from April 2, 2013 to June 4, 2013
Presented to the Board of Trustees for Information on Professional Employees

NAME	TITLE	DEPARTMENT	DATE
MAKUCH, SCOTT R.	UC PROFESSIONAL 06 - GRANTS/CONTR SPEC I	SPONSORED PROGRAMS	4/5/2013
MATTHEWS, SUSAN L.	U STAFF PROF I	HUMAN RESOURCES	5/17/2013
MCCANN, CHRISTINE C.	RESEARCH ASSISTANT 2	MOLECULAR & CELL BIOLOGY	4/1/2013
MCKEON, BRIAN M.	UC PROFESSIONAL 10 - LIC ARCHT/PROF ENGR	DESIGN & ENGINEERING SVCS	5/17/2013
MCNICKLE, KAYLA	UC PROFESSIONAL 03 - PROG ASSISTANT I	STUDY ABROAD	12/14/2012
MIELE, KEVIN M.	RESEARCH ASSISTANT 2	PLANT SCI & LANDSCAPE ARC	5/23/2013
MONAHAN, JOLENE L.	UC PROFESSIONAL 09 - OSD CONSL & PROJ MGR	SOCIAL WORK INSTR & RES	3/22/2013
PERRY, KRISTOPHER E.	U STAFF PROF III	VET & MILITARY PROG	5/10/2013
RENEHAN-KNOWLES, ANN E.	UC PROFESSIONAL 07 - PROGRAM MANAGER	EDUCATIONAL PSYCHOLOGY	3/25/2013
REUTENAUER, JUSTIN W.	U POST DOC FEL 1	CHEMISTRY	3/20/2013
SALISBURY, JOEL R.	UC PROFESSIONAL 07 - COMP TECH SUP CONS 2	VP GRAD EDU & DEAN	4/5/2013
SCIUTO, FRANK R. JR	UC PROFESSIONAL 09 - OSD CONSL & PROJ MGR	SOCIAL WORK INSTR & RES	4/5/2013
SELLECK, MARGARET A.	U STAFF PROF IV	BURSARS OFC	4/22/2013
SOTTILE, MELISSA C.	EXT INSTRUCTOR	BUSINESS MBA PROGRAM	4/15/2013
TARRICONE, CHRISTOPHER J.	UC PROFESSIONAL 08 - COMP TECH SUP CONS 3	CHIP	4/24/2013
TASH, SUSAN G.	UC PROFESSIONAL 04 - ADMIN SERV SPEC II	PROCUREMENT SERVICES	3/29/2013
TIAN, XIANGDONG	U POST DOC FEL 1	CHEMISTRY	4/10/2013
TOWLES, LATASHA R.	UC PROFESSIONAL 01 - FINANCIAL ASST I	SPONSORED PROGRAMS	4/5/2013
VILLA ICEA, YOLANDA	U STAFF PROF IV	PROCUREMENT SERVICES	5/20/2013
WAGNER, NICOLE L.	U POST DOC FEL 1	CHEMISTRY	5/23/2013
WOODWARD, KAREN L.	U STAFF PROF I	ECONOMIC DEVELOPMENT	3/22/2013

University of Connecticut Department of Human Resources
Separations Processed from April 2, 2013 to June 4, 2013
Presented to the Board of Trustees for Information on Professional Employees

NAME	TITLE	SEPARATION REASON	DEPT	DATE
BEALING, CLIVE	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	IMS	5/17/2013
BRAILSFORD, WILLIAM P.	UC PROFESSIONAL 04 - COMP TECH SUP CONS 1	RESIGNATION (GOOD STANDING)	LAW	4/5/2013
BRAUN, DANIELLE M.	UC PROFESSIONAL 06 - CAREER CONSULTANT	RESIGNATION (GOOD STANDING)	LAW	4/30/2013
BRICKLEY, ANN M.	INSTR IN RES	RESIGNATION (GOOD STANDING)	ENGR	4/11/2013
CALLAHAN, JANINE L.	UC PROFESSIONAL 05 - DNG SERV AR AST MGR	RESIGNATION (GOOD STANDING)	FOOD	4/18/2013
COMARELLA, NANCY M.	UC PROFESSIONAL 05 - ADMIN COORDINATOR	DEATH (NON-EMPLOYMENT RELATED)	HIST	4/26/2013
FIONDELLA, LANCE N.	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	CSE	4/12/2013
FROSHAUER, SUSAN	UC PROFESSIONAL 08 - SPEC BUS ECON DEV CO	RESIGNATION (GOOD STANDING)	TIP	3/29/2013
GUENETTE, LINDA A.	SP INTERNAL LECT III	DEATH (NON-EMPLOYMENT RELATED)	SPEECH	5/5/2013
GUREVICH, IGOR	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	PHSCI	4/28/2013
HAIGHT, BETHANNE R.	UC PROFESSIONAL 01 - FINANCIAL ASST I	RESIGNATION (GOOD STANDING)	CHIP	5/22/2013
HAWES, CATHY A.	UC PROFESSIONAL 06 - ADMIN SERV ASST IV	RETIREMENT (55/W 10-24 YEARS)	COMM	4/30/2013
HILL, BETHANY	UC PROFESSIONAL 07 - COMP TECH SUP CONS 2	RETIREMENT (55/W 10-24 YEARS)	SAITD	4/30/2013
JI, CHUNHUA	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	ENGR	5/26/2013
LAGOE, CAROLYN	RESEARCH ASSISTANT 2	RESIGNATION (GOOD STANDING)	CHIP	4/25/2013
LEWIS, LISA R.	EXECUTIVE DIRECTOR	RESIGNATION (GOOD STANDING)	ALUM	5/24/2013
LIU, HAOFEI	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	ME	3/22/2013
MARKOWICZ, MICHAEL C.	U STAFF PROF II	RESIGNATION (GOOD STANDING)	OACE	5/10/2013
MARSHALL, BRUCE T.	SPECIALIST IIIA - HEAD COACH	RESIGNATION (GOOD STANDING)	ATH	4/14/2013
NEAFSEY, PATRICIA J.	PROFESSOR	RETIREMENT (25+ YRS SERVICE)	NURS	5/31/2013
OBERGFELL, CRAIG J.	RESEARCH ASSISTANT 2	RESIGNATION (GOOD STANDING)	MCB	4/26/2013
O'KEEFE, GLEN	U STAFF PROF IV	RETIREMENT (25+ YRS SERVICE)	CONTRL	3/31/2013
PASSERO, STEPHANIE M.	UC PROFESSIONAL 04 - ADMIN SERV ASST III	RESIGNATION (GOOD STANDING)	ATH	4/26/2013
PAVELKO, SARAH	UC PROFESSIONAL 06 - PUBLICITY/MKTG ADMIN	RESIGNATION (GOOD STANDING)	ATH	5/1/2013
PILANIA, GHANSHYAM	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	IMS	3/22/2013
RICHARDSON, GLEN	U DIRECTOR	RETIREMENT (25+ YRS SERVICE)	WTBY	3/31/2013
SPINA, MICHELLE F.	RESEARCH ASSISTANT 1	RESIGNATION (GOOD STANDING)	CHIP	5/17/2013

University of Connecticut Department of Human Resources
Separations Processed from April 2, 2013 to June 4, 2013
Presented to the Board of Trustees for Information on Professional Employees

NAME	TITLE	SEPARATION REASON	DEPT	DATE
TRAFICANTI, RACHEL M.	UC PROFESSIONAL 03 - PROG ASSISTANT I	RESIGNATION (GOOD STANDING)	DODD	5/17/2013
VANGELDER, MARIELLE	UC PROFESSIONAL 08 - PROGRAM DIRECTOR	RESIGNATION (GOOD STANDING)	ATH	4/30/2013
WU, DANGXIN	U POST DOC FEL 1	RESIGNATION (GOOD STANDING)	ME	5/1/2013
WU, SHUIHUA	UC PROFESSIONAL 08 - COMP PROG/ANAL 2	RESIGNATION (GOOD STANDING)	EAS	4/19/2013

University of Connecticut Department of Human Resources
Leaves of Absence Processed through 6/10/2013
Presented to the Board of Trustees for Information on Professional Employees

NAME	TITLE	DEPARTMENT	DATES	REASON FOR LEAVE
BERMAN, MARY ELLA	ADMINSERVASST 3 (UCP IV)	WATERBURY DIRECTOR'S OFFICE	11/15/12-11/26/12	MEDICAL LEAVE WITH PAY
BERMAN, MARY ELLA	ADMINSERVASST 3 (UCP IV)	WATERBURY DIRECTOR'S OFFICE	1/9-18/13; 1/24-2/25/13	MEDICAL LEAVE WITHOUT PAY
BRAUN, DANIELLE	CAREER CONSULTANT (UCP VI)	SCHOOL OF LAW	12/27/12-4/30/13	MEDICAL LEAVE WITHOUT PAY
CHAMBERS, ANA	OSDCNSLT&PROJMGR(UCP IX)	SOCIAL WORK INSTR & RES	1/17/13-1/22/13	MEDICAL LEAVE WITH PAY
CORSO, THOMAS	COMPTECHSUPCONS (UCP X)	AGRICULTURE & NATURAL RES	1/15/13-4/26/13	MEDICAL LEAVE WITH PAY
DOONAN, KELLY	MGRTECHPROJECTS (UCP IX)	BURSAR'S OFFICE	1/3/13-4/15/13	MEDICAL LEAVE WITH PAY
DUDDEN, ALEXIS	PROFESSOR	HISTORY	8/23/13-8/22/14	FELLOWSHIP AT PRINCETON INST.WITH PAY
FENTEANY, GABRIEL	ASSOCIATE PROFESSOR	CHEMISTRY	1/14/13-4/30/13	REDCD SCH-MEDICAL LEAVE WITH PAY
FITZGERALD, DENISE	BUSINESS MGR. I (UCP VI)	SCHOOL OF BUSINESS	2/6/13-5/17/13	MEDICAL LEAVE WITH PAY
FLORIAN, KATHLEEN	ADMINISTRATIVE COORD (UCP V)	ACCOUNTING	4/23/13-6/3/13	PART-TIME MEDICAL LEAVE WITH PAY
FORBES, ROBERT	ASSISTANT PROFESSOR	HISTORY/TORRINGTON CAMPUS	8/23/13-8/22/14	FELLOWSHIP AT NEH WITH PAY
GRENIER, ROBIN S.	ASSOCIATE PROFESSOR	EDUCATIONAL LEADERSHIP	1/1/14-5/31/14	FULBRIGHT RESEARCH GRANT WITH PAY
GRIFFIN, MONIQUE	ADMINSERVASST 3 (UCP IV)	SCHOOL OF LAW	3/15/13-5/20/13	MEDICAL LEAVE WITH PAY
GUENETTE, LINDA A	SP INTERNAL LECT III	COMMUNICATION	1/1/13-5/5/13	MEDICAL LEAVE WITH PAY (DECEASED)
HARRIS, SHEILA	COMPTECHSUPCONS (UCP X)	CEN-ASC	4/1/13-4/12/13	MEDICAL LEAVE WITH PAY
HAWKINS, DONNA	PROGRAM ASST I (UCP 3)	PSYCHOLOGY	4/23/13-5/22/13	PART-TIME MEDICAL LEAVE WITH PAY
HEDMAN, BRUCE	ASSOCIATE PROFESSOR	MATH/HARTFORD CAMPUS	3/14/13-5/22/13	MEDICAL LEAVE WITH PAY
HIGONNET, MARGARET	PROFESSOR	ENGLISH	2/23/13-8/22/13	PERSONAL LEAVE WITHOUT PAY
KIAYIAS, AGGELOS	ASSOCIATE PROFESSOR	COMPUTER SCIENCE & ENG	8/23/13-8/24/14	SPECIAL LEAVE WITH HALF-PAY
KANG, SANGWOOK	ASSISTANT PROFESSOR	STATISTICS	8/26/13-8/24/14	PERSONAL LEAVE WITHOUT PAY
LANZA, SHELLEY	UNIV.LIBRARIAN IV (UCP X)	LIBRARY-STAMFORD	1/3/13-5/16/13	MEDICAL LEAVE WITH PAY
LITTLE, ELIZABETH	PROGRAM ASST II (UCP IV)	VET. & MILITARY PROGRAM	5/3/13-5/17/13	MEDICAL LEAVE WITH PAY
MCCARTHY, ROBERT L.	PROFESSOR	SCHOOL OF PHARMACY	7/1/13-6/30/14	EDUCATIONAL/POST-ADMIN. WITH PAY
MILOT, ANNA	PUBMKTG ADMINISTRATOR (UCP VI)	STUDENT ACTIVITIES	3/19/13-5/10/13	MATERNITY LEAVE WITH PAY
MUIRHEAD, JESSICA	PROGASST I (UCP III)	HISTORY	3/7/13-4/10/13	MATERNITY LEAVE WITH PAY
PICARDI, NOEMI	ACADEMIC ADVISOR II (UCP VI)	EDUCATION	3/13/13-4/26/13	MATERNITY LEAVE WITH PAY
PIETRZAK, JAMES	FACILITIES PROF'L III (UCP IX)	DESIGN & ENG. SERVICES	1/2-/13-5/30/13	MEDICAL LEAVE WITH PAY
PRIEST, JR., LLEWELLYN	PURCHASING AGENT I (UCP V)	PROCUREMENT SERVICES	3/25/13-5/15/13	MEDICAL LEAVE WITH PAY
SAINI, ROOP	UNIV. POST DOC FELLOW I	CIVIL & ENVIRONMENTAL ENG.	3/1/13-4/14/13	MATERNITY LEAVE WITHOUT PAY
SHOEMAKER, NANCY	PROFESSOR	HISTORY	8/23/13-8/22/14	NEH/MHS FELLOWSHIP WITH PAY
SINGHA, SUMAN	PROFESSOR	PLANTSCI & LAND.ARCHITECTURE	8/23/13-8/22/14	EDUCATIONAL/POST-ADMIN. WITH PAY
SMITH, MARIE	PROFESSOR	PHARMACY PRACTICE	7/1/13-12/31/13	IPA-TO USDHHS/CMS WITH PAY
SODER, LISA	ADMINSERVSPECII (UCP IV)	NURSING	3/18/13-5/24/13	MEDICAL LEAVE WITH PAY
STRASSER, KURT	PROFESSOR	SCHOOL OF LAW	2/23/13-8/22/13	PERSONAL LEAVE WITHOUT PAY
VIENS, MICHAEL	DNGSERV.AREAASSTMGR (UCP 5)	DINING SERVICES	4/10/13-4/18/13	MEDICAL LEAVE WITH PAY
YUK, JONGSEOL	RESEARCH ASSOCIATE 2	MOLECULAR & CELL BIOLOGY	4/27/13-5/27/13	MEDICAL LEAVE WITH PAY
YUK, JONGSEOL	RESEARCH ASSOCIATE 2	MOLECULAR & CELL BIOLOGY	5/28/13-6/12/13	PART-TIME MEDICAL LEAVE WITH PAY

COMMITTEE AGENDAS

AGENDA

Special Meeting of the BUILDINGS, GROUNDS AND ENVIRONMENT COMMITTEE

June 18, 2013, 11:00 a.m.*

University of Connecticut

Rome Commons Ballroom

Storrs, Connecticut

** Presentations of Project Updates will be made at approximately **10:30 a.m.**
to both the BGE and CMOC Committees.*

DISCUSSION ITEMS (10:30 a.m.) *:

- 1) Project Updates
 - UCHC
 - Including BioSci CT and OCIP
 - Storrs
 - Next Generation Connecticut – Update
- 2) Potential Sources of Water Supply
- 3) Fiscal Year 2014 Deferred Maintenance/Code/ADA Renovation Lump Sum Project List
(Attached)

ACTION ITEMS:

- 4) Approval of the Minutes of the Buildings, Grounds and Environment Committee
Meeting of March 20, 2012, as circulated (Attached)

EXECUTIVE SESSION (As needed)

*Note: Project Update Presentations will be made at approximately **10:30 a.m.**

**SPECIAL MEETING
UNIVERSITY OF CONNECTICUT
Board of Trustees**

COMMITTEE ON COMPENSATION
June 26, 2013

Lewis B. Rome Commons, Portico
Storrs, Connecticut

Call to order at 8:30 a.m.

ACTION ITEMS:

1. Approval of the Minutes of the Compensation Committee Meeting of February 27, 2013,
as circulated
2. Separation Policy for Managers and Confidential Employees

DISCUSSION ITEMS:

3. Sibson Consulting Contract Authorization – UCHC

EXECUTIVE SESSION

AGENDA
CONSTRUCTION MANAGEMENT OVERSIGHT COMMITTEE
University of Connecticut, Rome Ballroom, Storrs, CT
June 18, 2013, 10:00 a.m.

PUBLIC COMMENTS:

ACTION ITEMS:

1. Approval of the Minutes of the Construction Management Oversight Committee Meeting held on March 20, 2013

PRESENTATIONS AND DISCUSSIONS:

2. June 2013 Quarterly Reports on Construction Performance Reported by the Office of Construction Assurance
3. Updates On Operational & Organizational Activities & Improvements:
 - Laura A. Cruickshank, University Master Planner and Chief Architect, Office of Planning, Architecture & Engineering Services (PAES)
 - Matthew Larson, Director of Procurement Services, Capital Project and Contract Administration (CPCA)
 1. On Call Professional Services
 - *Preliminary Report*
 - *Policy and procedures changes*
4. Status of Code Correction Projects:
 - Construction Management Oversight Committee Monthly Code Inspection Status Report – Comments/Questions
 - Progress on Completion of Reports for Category 4 and Presentation of Strategy for Implementation and Correction
5. March 31, 2013 Quarterly Construction Status Report – Comments/Questions
6. Fiscal Year 2014 Deferred Maintenance/Code/ADA Renovation Lump Sum Project List
7. Design/Build Process-Policy Development
- *8. Update of Current Construction Project Progress
 - UCHC Projects Including Bioscience CT – Thomas Trutter, AVP for Facilities Development & Operations, UCHC
 - OCIP Update – Messrs Larson and Trutter
 - Storrs Based Projects – Laura Cruickshank
 - Next Generation Storrs Based Program Connecticut - Status

****Note: Presentation of these agenda items will be made jointly to CMOC and BG&E members following the CMOC meeting.***

**Committee on Institutional Advancement
University of Connecticut – Board of Trustees**

Tuesday, June 11, 2013
4:00 p.m.
Teleconference

1. IA Committee Membership Mr. Treibick
Attachment 1

2. Acceptance of the Minutes of April 9, 2013..... Mr. Treibick
Attachment 2

3. Development Report Mr. Martin
Attachment 3

4. Naming Recommendations Mr. Treibick
Attachment 4

Facilities:

Health Center

- The Chase Family Surgical Waiting Room

5. Alumni Update..... Mr. Kendig
Attachment 5

6. Communications Update Mr. Kendig

7. Legislative Update.... Ms. Garber
Ms. Lombardo

Teleconferencing Instructions

- Dial **1-888-848-6719**. The password is **UCONN**. Conference Leader: **Richard Treibick**.
- The operator will ask for your name, announce to other participants that you are joining the conference and you will be connected.

Joint Audit & Compliance Committee

Agenda

10:00 am – 10:45 am – Executive Session

10:45 am – 12:00 pm - Public Meeting

May 8, 2013

Issue	Proposed Action	Tab
<p>Executive Session to discuss:</p> <ul style="list-style-type: none"> C.G.S. 1-200(6)[E] – Preliminary drafts or notes that the public agency has determined the public's interest in withholding outweighs the public's interest in disclosure. C.G.S. 1-200(6)[E] A discussion of any matter which would result in the disclosure of public records or the information contained therein pertaining to strategy and negotiations with respect to pending claims regarding Recovery Audit Contractor (RAC) Audits / Medicaid Audit Update [1-210(b)(4)] 		None
Opportunity for Public Comment		None
Minutes of the February 13, 2013 JACC Meeting	Approval	1
<p>Storrs & UCHC Significant Compliance Activities</p> <ul style="list-style-type: none"> Athletics Medicare Coverage Determinations (UCHC) 	<p>Update</p> <p>Presentation</p> <p>Presentation</p>	2
<p>Auditor of Public Accounts –State-wide Single Audit – FY 12</p> <p>University of Connecticut and University of Connecticut Health Center</p> <p>Webpage: http://cga.ct.gov/apa/pdf2013/STATEWIDE_20130328_FY2012.pdf (Pages F154-F162 and F170-F192)</p>	Presentation	3
<p>Significant Audit Activities</p> <ul style="list-style-type: none"> Status of Audit Assignments (Storrs & UCHC) Audit Follow-up Activity 	<p>Update</p> <p>Update</p>	4

Joint Audit & Compliance Committee Agenda

10:00 am – 10:45 am – Executive Session

10:45 am – 12:00 pm - Public Meeting

Issue	Proposed Action	Tab
External Engagements	Update	5
Informational/Educational Items <ul style="list-style-type: none">Quarterly Compliance Newsletter for Winter 2013 – Storrs / UCHCArticle: <i>Annual Compliance Training Provides Valuable Guidance to Employees</i>. UConn Today, by Stephanie Reitz, March 22, 2013.JACC Agenda Forecast	Information Only	6
Conclusion of Full Meeting		
Information Session with OACE's Chief Audit & Compliance Officer and Direct Reports		

May 8, 2013

The next meeting of the JACC will be held on Tuesday, September 10, 2013 at 10:00 am
Rome Commons Ballroom, Storrs

Individual Responsibility, Institutional Success

Academic Affairs

AGENDA
Board of Trustees
ACADEMIC AFFAIRS COMMITTEE

Wednesday, June 26, 2013
Rome Commons Ballroom
Storrs, CT
9:30 a.m. – 9:45 a.m.

	<u>COMMITTEE</u>	<u>ATTACHMENT</u>
1) Minutes of the Academic Affairs Committee Meeting of April 24, 2013, as circulated	A	

ACTION ITEM:

2) Promotion and Tenure	2
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INFORMATIONAL ITEMS:

3) Notification of Proposed Changes to the <i>By-Laws of the University of Connecticut</i> Regarding the Reporting Structure of the Executive Vice President for Health Affairs	5
4) Notification of Proposed Changes to the <i>By-Laws of the University of Connecticut</i> (Article XIV – The University Staff, Section K – Retirement)	6
5) Faculty Consulting Program	7
<ul style="list-style-type: none">• The University of Connecticut Consulting Program FY 2012 Annual Report• Report on the University of Connecticut’s compliance with Public Act 07-166 (Section 12) Faculty Consulting Program: Report Issued by the Faculty Consulting Oversight Committee	

ATTACHMENT A

MINUTES
MEETING OF THE ACADEMIC AFFAIRS COMMITTEE
April 24, 2013

Trustees: Archambault, Bailey, Barham, Buckman, Carbray, Drotch, Jacobs, James, Kruger, Lobo, McHugh, Nayden, Reviczky, Ritter, Shepperd

Staff: Andrews, Bansal, Biancamano, Bull, Callahan, Carone, Choi, Cruickshank, Donahue, Fazio, Fisher, Fox, Gafford, Grant, Gray, Herbst, Holsinger, Holz-Clause, Hunter, Kendig, Kirk, Klein, Korbel, Larson, Locke, Locust, Moiseff, Ogbar, Orr, Overmyer-Velazquez, Reis, Reitz, Robbins, Rong, Rubin, Saddlemire, Simonsen, Singha, Slowik, Teal, Torti, Trutter, Urban, Walker, Weiner, Wilder, Wrynn

Committee Chairman Jacobs convened the meeting at 9:00 a.m. at the University of Connecticut, Rome Commons Ballroom, Storrs Campus. On a motion by Trustee Archambault, seconded by Trustee Barham, the minutes of the February 27, 2013, meeting were approved as circulated.

Provost Choi introduced *Action Item #2, Recommendation for Designation as Board of Trustees Distinguished Professors, Academic Year 2012-2013*. Provost Choi announced that Dr. Mark Boyer, Professor and Department Head of Political Science, and Dr. Linda Pescatello, Professor of Kinesiology, were the 2012-2013 recipients of the honor. Moved by Trustee Archambault, seconded by Trustee Barham, the Committee recommended approval of designation as Board of Trustees Distinguished Professors for Dr. Mark Boyer and Dr. Linda Pescatello to the full Board.

Provost Choi introduced *Action Item #3, Promotion and Tenure*. Moved by Trustee Barham, seconded by Trustee Archambault, the Committee recommended approval of all promotion and tenure cases brought forward to the full Board.

Provost Choi introduced *Action Item #4, Sabbatical Leave Recommendations*. Moved by Trustee Archambault, seconded by Trustee Shepperd, the Committee recommended approval of sabbatical leave recommendations to the full Board.

Provost Choi introduced *Action Item #5, Appointment of Dr. Timothy B. Folta to the Thomas John and Bette Wolff Family Chair in Strategic Entrepreneurship in the School of Business*. Provost Choi informed the Committee that Dr. Folta's research focuses on entrepreneurship, real options and firm performance. Dr. Folta recently accepted an offer from the Department of Management as a Professor of Management with tenure and the Wolff Family Chair. Moved by Trustee Lobo, seconded by Trustee Shepperd, the Committee recommended the appointment of Dr. Timothy B. Folta to the Thomas John and Bette Wolff Family Chair in Strategic Entrepreneurship to the full Board.

Provost Choi introduced *Action Item #6, Modification of a Program in Sport Management Leading to the Degrees of Bachelor of Science, Master of Science, and Doctor of Philosophy in the Neag School of Education*. Provost Choi explained that the proposal results from faculty members moving from the Department of Kinesiology to the Department of Educational Leadership, requiring the elimination of current Areas of Concentrations in Kinesiology and the creation of new Fields of Study and Areas of Concentration in Sport Management and Learning, Leadership, and Education Policy. Moved by Trustee Archambault, seconded by Trustee Barham, the Committee recommended approval of the modifications to the full Board.

Provost Choi introduced *Action Item #7, Graduate Digital Media and Design Programs in the School of Fine Arts*. Provost Choi commented that UConn seeks to expand its national leadership role in the field of Digital Media & Design through an active agenda of education, experiential learning and research. The new Digital Media and Design Department has developed two degree programs, a **Master of Arts** and a **Master of Fine Arts**, to educate students in this important field. Trustee Archambault inquired into the core differences between the

two degrees. Provost Choi introduced Dr. Timothy Hunter, Professor and Department Head, who replied that the Master of Arts program is theoretical, focusing on the social sciences and humanities, while the Master of Fine Arts is broader and more practice-based. Moved by Trustee Archambault, seconded by Trustee Lobo, the Committee recommended approval of the Digital Media and Design programs to the full Board.

Provost Choi introduced *Action Item #8, Renaming of the Latin American Studies Concentration in the International Studies Field of Study to Latino and Latin American Studies in the Graduate School*. Provost Choi introduced Dr. Mark Overmyer-Velazquez, Associate Professor and Director of El Instituto, who informed the Committee that this renaming combines the heritage and hemisphere into a single area of concentration, while also acknowledging the academic trend toward Latino and Latin American Studies. Moved by Trustee Barham, seconded by Trustee Lobo, the Committee recommended approval of the renaming to the full Board.

Provost Choi introduced *Action Item #9, Division of the Public and Nonprofit Management Graduate Certificate Program into Nonprofit Management and Leadership and Public Management in the College of Liberal Arts & Sciences*. Provost Choi introduced Dr. Mark Robbins, Professor and Department Head, who explained that the Nonprofit Management Certificate is tailored to professionals in nonprofit agencies and companies, while the Leadership and Public Management Certificate is tailored toward local and state employees. Moved by Trustee Barham, seconded by Trustee Shepperd, the Committee recommended approval to the full Board.

Provost Choi introduced *Action Item, #10, Location Modifications to Undergraduate Degrees at the Regional Campuses*. Provost Choi explained that this initiative furthers the “One UConn” philosophy and allows students to earn a degree, if the courses are available, at their regional campus, instead of requiring them to relocate to Storrs. Vice Provost Sally Reis responded to questions from Trustee Archambault, noting that this proposal will not increase the current number of courses available at regional campuses. Instead, it will ease the flow between campuses for students, and it positions the University for growth in online instruction. This initiative also addresses the State’s regulations for awarding degrees offered at Storrs, online, and at regional campuses. Moved by Trustee Archambault, seconded by Trustee Barham, the Committee recommended approval to the full Board.

Provost Choi introduced *Action Item #11, Approval of Proposed Changes to the By-Laws of the University of Connecticut (Article XIV.C.4 - Academic Appointment and Tenure)*. The proposed amendment will align the University’s *By-Laws* with the School of Medicine’s *By-Laws*. It will allow University faculty of the School of Medicine to request an increase in the probationary period to both promotion and tenure, rather than to tenure only and, thus, ensure the continual synchronization of the promotion and tenure clocks for tenure-track faculty. Moved by Trustee Archambault, seconded by Trustee Barham, the Committee recommended to approve the proposed changes to the full Board.

Provost Choi introduced *Action Item #12, Policies and Procedures on Consulting for Faculty and Members of the Faculty Bargaining Unit*. The proposed revisions to the Consulting Policy remove the confusing language accompanying the “normal work time/days” definition and eliminate the formal cap on the average number of consulting days during a week. The revisions to the Consulting Procedures remove a restriction on faculty consulting during summer months where a faculty member is employed 100% on a federal grant. Instead, prior to consulting, faculty members must ensure that adequate time has been allocated to fully complete their assigned, contractual, or grant related job responsibilities for which they are paid by the University. Moved by Trustee Archambault, seconded by Trustee Barham, the Committee recommended approval of the proposed revisions to the full Board.

Provost Choi introduced *Action Item #13, Policy on Scholarly Integrity in Graduate Education and Research*. Provost Choi introduced Dr. Kent Holsinger, Vice Provost for Graduate Education and Dean of the Graduate School, who explained that on November 10, 1998, the Board of Trustees adopted the existing policy on Academic Integrity in Graduate Education. It has since become widely recognized that the term “academic integrity” is too narrow and that the term “scholarly integrity” better captures the concern for research integrity and the ethical understanding and skill required of researchers/scholars in domestic, international, and multicultural contexts. More importantly, the experience of the Graduate School in implementing the existing

policy has identified several changes that will enhance student and faculty understanding of the policy and the procedures used to implement it. Moved by Trustee Barham, seconded by Trustee Lobo, the Committee recommended approval of the Policy on Scholarly Integrity in Graduate Education and Research to the full Board.

Provost Choi introduced *Informational Item #14, Notification of Proposed Changes to the By-Laws of the University Of Connecticut Regarding the Reporting Structure of the Executive Vice President for Health Affairs.*

Provost Choi introduced *Informational Item #15, Five-Year Review of Academic Centers and Institutes.*

Provost Choi introduced *Informational Item #16, Tenure-Track Reappointments.*

Committee Chairman Jacobs adjourned the meeting at 9:29 a.m.

Respectfully submitted,



Brandon L. Murray
Committee Secretary

Financial Affairs

AGENDA
Meeting of the
FINANCIAL AFFAIRS COMMITTEE – BUDGET WORKSHOP
June 26, 2013 at 9:45 a.m.
University of Connecticut
Rome Commons Ballroom
Storrs, Connecticut

ATTACHMENT

EXECUTIVE SESSION

ACTION ITEMS:

- | | |
|--|----|
| 1) Contracts and Agreements for Approval | 1 |
| 2) Memorandum of Understanding between the University of Connecticut Foundation and the University of Connecticut for Fiscal Year 2014 | 8 |
| 3) Master Lease Agreement Between Banc of America Public Capital Corp and the University of Connecticut including the UConn Health Center | 9 |
| 4) Spending Plan for Fiscal Year 2014 for the University of Connecticut, Storrs and Regional Campuses | 10 |
| 5) Fiscal Year 2014 Temporary Spending Plan for the University of Connecticut Health Center | 24 |
| 6) UCONN 2000 Fiscal Year 2014 Capital Budget | 11 |
| 7) Fiscal Year 2014 Deferred Maintenance/Code/ADA Renovation Lump Sum Project List | 12 |
| 8) Revised Allocation of Bond Authorizations as set forth in the Seventeenth Supplemental Indenture (University of Connecticut General Obligation Bonds) | 13 |
| 9) Nineteenth Supplemental Indenture Authorizing University of Connecticut General Obligation Bonds | 14 |
| 10) Comprehensive Per-Credit-Hour Fee Structure for Online Graduate Certificates and Programs | 15 |

PROJECT BUDGETS FOR APPROVAL:

	<u>Phase</u>	<u>Budget</u>	<u>Tab</u>
11) Beach Hall Renovations – Molecular Cell Biology Laboratory for New Faculty	Planning	\$1,615,574	16
12) New Faculty Renovations – White Building, Animal Science Lab	Planning	\$1,827,500	17
13) UConn Health Center (UCHC) Main Building Renovation; Lab (“L”) Building Renovations - Project 2	Planning	\$56,000,000	18
14) UConn Health Center (UCHC) Roadway and Intersection Improvements	Planning	\$5,285,000	19
15) Heating Plant Upgrade – Boiler Reliability Improvements	Design	\$840,000	20
16) Heating Plant Upgrade – Improve Condensate Return System	Design	\$1,000,000	21
17) UConn Health Center (UCHC) CLAC Renovation	Design	\$17,125,000	22
18) UConn Health Center (UCHC) UConn Medical Group (UMG) – Clinical Space Fit-Out, Storrs Center	Final	\$4,365,000	23

INFORMATION ITEMS:

19) Construction Project Status Report

(Under Separate Cover)

(Amended at the June 26, 2013 Academic Affairs Committee Meeting)

AGENDA
Board of Trustees
ACADEMIC AFFAIRS COMMITTEE
Wednesday, June 26, 2013
Rome Commons Ballroom
Storrs, CT
9:30 a.m. – 9:45 a.m.

	<u>COMMITTEE</u>	<u>ATTACHMENT</u>
1) Minutes of the Academic Affairs Committee Meeting of April 24, 2013, as circulated	A	

ACTION ITEM:

2) Renaming the “Graduate School” to “The Graduate School”	Handout
3) Promotion and Tenure	2

INFORMATIONAL ITEMS:

4) Notification of Proposed Changes to the <i>By-Laws of the University of Connecticut</i> Regarding the Reporting Structure of the Executive Vice President for Health Affairs	5
5) Notification of Proposed Changes to the <i>By-Laws of the University of Connecticut</i> (Article XIV – The University Staff, Section K – Retirement)	6
6) Faculty Consulting Program <ul style="list-style-type: none">• The University of Connecticut Consulting Program FY 2012 Annual Report• Report on the University of Connecticut’s compliance with Public Act 07-166 (Section 12) Faculty Consulting Program: Report Issued by the Faculty Consulting Oversight Committee	7

**CHANGING THE OFFICIAL NAME OF THE
“GRADUATE SCHOOL” TO “THE GRADUATE
SCHOOL”**

**(RESOLUTION ADDED TO THE AGENDA FOR
APPROVAL UNDER THE ACADEMIC AFFAIRS
REPORT AT THE JUNE 26, 2013 BOARD
MEETING)**



University of Connecticut
Office of the Provost

Mun Y. Choi, Ph.D.
*Provost & Executive Vice
President for Academic Affairs*

June 26, 2013

To: Members of the Board of Trustees

From: Mun Y. Choi, Provost

RE: Changing the Official Name of the "Graduate School" to "The Graduate School"

RECOMMENDATION:

That the Board of Trustees approve changing the official name of the "Graduate School" to "The Graduate School."

BACKGROUND:

The University of Connecticut's Graduate School was established when Connecticut State College became the University of Connecticut in 1939. Since that time, its official name has been "Graduate School."

The names of other schools and colleges, e.g., the College of Liberal Arts and Sciences or the School of Fine Arts, are phrases, while "Graduate School" is simply a compound noun. "Graduate School" is blunt, while "The Graduate School" is elegant and professional. The Graduate School of Notre Dame and The Graduate College of the University of Illinois at Urbana-Champaign both use "The" very effectively as part of their title.

This name will enhance efforts by The Graduate School to project an image consistent with the University's new brand, as shown on the cover of its 2013/2014 catalog.

An Equal Opportunity Employer

Gulley Hall
352 Mansfield Road Unit 1086
Storrs, Connecticut 06269-1086

Telephone: (860) 486-4037
Facsimile: (860) 486-6379
e-mail: mun.choi@uconn.edu
web: www.uconn.edu

(Amended at the June 26, 2013 Financial Affairs Committee Meeting)

AGENDA
Meeting of the
FINANCIAL AFFAIRS COMMITTEE – BUDGET WORKSHOP
June 26, 2013 at 9:45 a.m.
University of Connecticut
Rome Commons Ballroom
Storrs, Connecticut

ATTACHMENT

EXECUTIVE SESSION

ACTION ITEMS:

- | | |
|--|----|
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	<u>Phase</u>	<u>Budget</u>	<u>Tab</u>
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INFORMATION ITEMS:

19) Construction Project Status Report

(Under Separate Cover)

CONTRACTS AND AGREEMENTS
FOR APPROVAL
June 26, 2013

* REVISED *

PROCUREMENT - NEW										
EXIGENT GENERAL CONTRACTOR SERVICES										
No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose			
1	O & G Industries, Inc.	901373	\$900,000	07/01/13-11/15/13	UCONN 2000	Matthew Larson, Director of Procurement Services	Exigent general contractor construction services to remedy significant deterioration of the roof and parapet of the Young Building. Revised Final Project Budget approved by BOT 02/27/13 - \$19,473,430. Funds approved in Revised Final Project Budget are sufficient for the exigent general contractor construction services.			
ON-CALL INFORMATION TECHNOLOGY SERVICES										
No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose			
1	Fairfax Data Systems, Inc.	UC-14-PG111412-1	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITS needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITS service contracts and reduce contract redundancy and overlap, while retaining UITS ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITS staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.			
2	Infowave Systems, Inc.	UC-14-PG111412-2	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITS needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITS service contracts and reduce contract redundancy and overlap, while retaining UITS ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITS staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.			
3	On-Line Systems, Inc.	UC-14-PG111412-3	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITS needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITS service contracts and reduce contract redundancy and overlap, while retaining UITS ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITS staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.			
4	Tri-Com Consulting Group, LLC	UC-14-PG111412-4	\$2,000,000	07/01/13-06/30/16	Multiple Sources	Nancy Bull, Vice Provost, Information Technology	Consolidates a broad array of UITS needs under a single pool of vendors. It is anticipated that this approach will reduce the number of UITS service contracts and reduce contract redundancy and overlap, while retaining UITS ability to secure services quickly. Services will be procured from vendors on a project-by-project basis. Projects will range from strategic planning for new infrastructure roll outs, to providing training to UITS staff, to simple programming. This is the result of a publicly advertised RFP. Option to extend for two (2) additional two (2) year terms.			
PROFESSIONAL EDUCATION SERVICES										
No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose			
1	Academic Centers Abroad, LLC	SS051413	\$1,450,000	09/01/13-08/31/14	Auxiliary Services	Kevin Brennan, PhD, Executive Program Director, Office of Global Affairs - Study Abroad	Tuition, accommodations, visa and other immigrations documentation, emergency phone line, and other services for up to 94 students participating in the University's study abroad programs at the Institute for Fine and Liberal Arts at the Palazzo Rucellai (Italy) during the 2013-2014 Academic Year and for up to 62 students participating in the 2014 Summer Program. This is the result of a sole source justification based primarily on continuity of existing program and the unique programming offered by this vendor. Zero (0) options to extend. The expenses associated with this contract are borne by the participating students, not by the University.			
PROCUREMENT - AMENDMENTS										
A/V EQUIPMENT AND INSTALLATION										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	HB Communications, Inc.	UC-07-KJ110106	\$3,550,000 [Contract Previously Approved at \$16,411,577; Total New Contract Value \$19,961,577]	03/15/07-12/31/14	Multiple Sources	Matthew Larson, Director of Procurement Services	\$15,142,264	\$1,697,030	\$3,182,807	Audio/visual equipment and installation for all University campuses, including UCHC. Amend to increase contract value by \$3,550,000, for a total new contract value of \$19,961,577. Amend to extend term by one (1) year, to 12/31/2014. One (1) of eight (8) one (1) year extensions remaining.

CONTRACTS AND AGREEMENTS
FOR APPROVAL
June 26, 2013

* REVISED *

PROCUREMENT - AMENDMENTS (Continued)										
MARKETING SERVICE										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	GO Media, LLC	UC-KA040308-8	\$0 [Contract Previously Approved at \$2,536,000; Contract Value Remains the Same]	07/14/08-10/31/13	Auxiliary Services	Warde Manuel, Director of Athletics	\$2,157,686	\$379,890	\$465,871	Development and implementation of a media campaign to increase the sale of football and basketball tickets for the Division of Athletics. Amend to extend term by four (4) months to 10/31/13. Zero (0) extensions remaining.
PROFESSIONAL EDUCATION SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	Connecticut Urban Legal Initiative, Inc.	UC-12-KJ112610	Reduction of \$3,372,507 [Contract Previously Approved at \$4,496,676; Total New Contract Value \$1,124,169]	08/01/11-07/31/14	Multiple Sources	Willajeane McLean, Interim Dean School of Law	\$655,765	\$374,723	\$0	Provide classroom and clinical legal education for two Law School courses during each of the fall and spring semesters. Reduce authorization by \$3,372,507, for a total new authorized value of \$1,124,169. Reduction brings the authorized amount in line with contract term. Amend to extend term by one (1) year, to 07/31/14. Two (2) of three (3) one (1) year extensions remaining.
TRAVEL SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 05/08/13	Expenditures FY 12	Expenditures FY 11	Purpose
1	Orbitz for Business, Inc.	UC-06-WH021705	\$0 [Contract Previously Approved at \$2,868,908; Contract Value Remains the Same]	10/21/10-12/31/13	Multiple Sources	Matthew Larson, Director of Procurement Services	\$1,954,247	\$778,247	\$668,185	Online travel services for faculty, staff and students of the University, including UCHC, traveling on official University business. This entry clarifies that this contract, initially approved as an amendment on 2/18/10, was a new contract. Amend to extend term by six (6) months, to 12/31/13. Zero (0) extensions remaining.
2	Oenoke Holdings, LLC (d/b/a Worldtek Travel Management)	UC-09-KJ071808	\$331,520 [Contract Previously Approved at \$4,300,000; Total New Contract Value \$4,631,520]	05/01/09-12/31/13	Multiple Sources	Matthew Larson, Director of Procurement Services	\$3,969,872	\$827,900	\$933,404	Travel services, other than online travel services, for faculty, staff and students of the University, including UCHC, traveling on official University business. Amend to increase contract value by \$331,520, for a total new contract value of \$4,631,520. Amend to extend term by six (6) months, to 12/31/13. Part of one (1) of four (4) one (1) year extensions remaining.

CONTRACTS AND AGREEMENTS
FOR APPROVAL
June 26, 2013

* REVISED *

PROPERTY LEASE AGREEMENTS

UNIVERSITY AS LESSOR

No.	Lessee	Annual Amount Receivable	Term	Fund Source	Program Director	Purpose
1	Arrow Pharmacy	\$120,000.00	12/01/14-11/30/39	Revenue Generating	Anne Diamond, Chief Operating Officer	25 year lease for an estimated 2,552 square ft. of space in the Ambulatory Care Center building located on the UCHC campus in Farmington, CT. UCHC to deliver "raw box" for Arrow Pharmacy to fit up space. Includes CAM Estimated at \$6.50 per sq. ft. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
2	Global Information Inc.	\$25,000.00	08/01/13-01/31/14	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 2,075 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
3	Donald R. Grayson, MD	\$16,666.67	07/01/13-01/31/16	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 758 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
4	Subway Real Estate, LLC	\$36,000.00	07/01/13-06/30/18	Operating Fund - General	Laura A. Cruickshank, Master Planner and Chief University Architect	A new commercial lease of retail space not to exceed 551 square feet, plus additional 78 square feet of storage space in the building known as the Student Union Building on the Storrs Campus, Storrs, Connecticut. Rent will be 10% of the gross sales, with a minimum amount receivable of \$36,000 per year. This lease shall be for the operation of a Subway franchise in the food court.
5	Tunxis Wealth Management, LLC	\$35,000.00	07/01/13-08/31/14	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 1,092 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
6	Scott A. Wilson	\$50,000.00	07/01/13-08/31/14	Revenue Generating	Marcia Ginsburg, Manager Finance	Lease of 1,380 square feet of office space at 195 Farmington Avenue, Farmington, CT. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.

UNIVERSITY AS LESSEE

No.	Lessor	Annual Amount Receivable	Term	Fund Source	Program Director	Purpose
1	AIDS Project New Haven, Inc.	\$5,700.00	07/01/13-04/30/18 (includes one year renewal option)	Grant Funded (Federal NIH)	Nancy Petry, Ph.D. Calhoun Cardiology Center	Rental of space, 91 sq. ft., 5 days per week. The leased space will be used for the recruitment of subjects for a research study, as well as for study visits throughout the duration of the study. Rent is \$475/month. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
2	Farmington Exchange, LLC	\$312,740.00	07/01/13-06/30/16 (includes one year renewal option)	Operating Fund - General	Thomas F. Babor, Ph.D., MPH Community Medicine & Healthcare	16,460 square feet renewal at The Exchange at \$19.00 per square feet. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
3	Connecticut Children's Medical Center	\$79,255.00	07/01/13-06/30/14	Operating Fund - General	R. Lamont MacNeil, Dean School of Dental Medicine	One year lease renewal for 3,000 sq. ft. of space at CT Children's Medical Center. The space will be used for dental office services. This lease is entered on behalf of the school of Dental Medicine. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.
4	Primary Care Physicians of Central Connecticut	\$39,500.00	05/01/13-04/30/14	Operating Fund - General	Dr. Bruce Liang, Director Calhoun Cardiovascular Center	One year lease renewal for 456 sq. ft. of space at 7 Washington Avenue, Plainville, CT. This space will be used for Cardiology and Echocardiography services. This lease is entered on behalf of Uconn Medical Group. Approval is contingent upon Board of Directors recommendation for approval on June 17, 2013.