

**MEETING OF THE
FINANCE COMMITTEE**
Board of Regents for Higher Education
Hartford, Connecticut

Tuesday, September 10, 2013, at 10:30 am
Community Room
61 Woodland Street, Hartford, CT

Agenda

1. APPROVAL OF MINUTES FROM THE JUNE 13, 2013 SPECIAL MEETING

2. INFORMATION ITEMS

- A. Use of Reserve Funds and Insurance Proceeds as Supplemental Construction Funding to Renovate the Second, Third and Fourth Floors of Buley Library at Southern Connecticut State University
- B. Projected Impact of Increased Fringe Benefit Expenses on FY14 Budget

3. ACTION ITEMS

- A. Authorization to Sign Documents for the Board of Regents for Higher Education, the Connecticut Community Colleges, Charter Oak State College, and the Connecticut State Universities
- B. Pilot Partnership Agreement Between the Connecticut State Universities and United Technologies Corporation

**SPECIAL MEETING OF THE
FINANCE COMMITTEE**

Board of Regents for Higher Education
Thursday, June 13, 2013, at 10:30 am
Community Room
61 Woodland Street, Hartford CT

Minutes

REGENTS PRESENT

Gary Holloway, Chair, Finance Committee
Richard Balducci
Merle Harris, Chair, Academic and Student Affairs Committee

REGENTS ABSENT

Matt Fleury
Rene Lerer
Catherine Smith

CONNSCU REPRESENTATIVES

Gina Glickman, President, MCC; Anna Wasecha, President, MXCC; Dorsey Kendrick, President, GCC; Catherine Addy, President, TCC; Jim Blake, Executive Vice President, SCSU; Charlene Casamento, Chief Financial Officer, CCSU; Paul Reis, Vice President for Finance & Administration, WCSU; Lester Primus, Dean of Administration, CCC; Cliff Williams, Chief Financial Officer, COSC; Louis D'Antonio, Dean of Administration, GCC; Steven Minkler, Dean of Academic Affairs, MXCC; Rose Ellis, Dean of Administration, NCC; James Troup, Dean of Administration, NVCC; Paul Martland, Dean of Administration, QVCC; Charles Cleary, Dean of Administration, TCC; Mike Lopez, Dean of Administration, TRCC; Jill McDowell, Director of Finance

CONNSCU STAFF

Dennis Murphy, Interim Chief of Staff; Jim Howarth, Interim Chief Financial Officer; Elaine Clark, Vice President for Facilities & Infrastructure Planning; Karen Stone, Director of Internal Audit; Colleen Flanagan Johnson, Director of Public Relations & Marketing; Kyle Thomas, Legislative Program Manager; Raymond Yirga, Director of Finance & Accounting; Finance; Susan Grant, Senior Finance Officer; Melentina Pusztay, Assoc. for Finance & Accounting; Alessandra Lundberg, Finance Officer; Lutishia Pershad, Finance Officer

GUESTS

John Noonan, OPM; Kerry Kelley, OPM; Jacqueline Rabe Thomas, CT Mirror

With a quorum present, Chairman Holloway called the meeting to order at 10:30 am.

APPROVAL OF MINUTES FROM THE MAY 7, 2013 MEETING

The minutes of the May 7, 2013 meeting were unanimously approved, as written.

FY2014 SPENDING PLANS FOR THE CONNECTICUT STATE COLLEGES & UNIVERSITIES

Chairman Holloway turned to Interim CFO Howarth for explanation. Howarth explained the plan before the Committee today is the culmination of meetings and discussions with Senior Management, Presidents and their staffs over the course of the past few months. The specifics are spelled out in the staff report and Attachment A. Howarth provided the following details:

- An increase in State funding for FY 2014 for the Connecticut State Colleges & Universities from the FY 2013 budget amount of \$288,110,527 to \$300,417,771 in FY 2014. This represents an overall increase of \$12,307,244 or 4.3%.
- The overall System budget is now virtually at break-even (\$-336,000), with all but three institutions projected to break even.
- Financial information for the Community Colleges excludes all grant activity. Chairman Holloway expressed the need for all grants to be approved, exclusive of financial aid.
- Student enrollments are projected to remain relatively flat, however, the tuition rate and fee increases approved for system institutions by the Board will create new revenue to help institutions address critical needs.
- With the exception of Charter Oak State College, the State restored the remaining 2% rescission from FY 2013 and additional funding will be provided for remediation support, additional faculty and counselors. The removal of the 2% rescission provided \$2,863,920 to the Colleges and \$2,823,893 to the Universities. The Colleges and Universities are expected to use 10% for counselors and the remaining for faculty positions, which were frozen last year when the 5% rescission was announced. In addition, the Colleges will receive \$2.0 million for 20 positions dedicated to remediation, while the Universities will receive \$4.0 million for 40 additional faculty and \$1.0 million for 10 academic counselor positions. The additional funding is currently being held in each System Office and will be released as the positions are approved.
- The FY 2014 Spending Plan also includes pay increases for employees who did not receive any increases in FY 2012 or FY 2013.
- The budget allocation method remains consistent with prior years. Studies conducted over the past year regarding allocations did not reach a conclusion and will continue. This is particularly applicable to the Community Colleges, where there is significant support for a change to a more transparent method.

Regent Balducci expressed concern that, as has been the practice with the predecessor Board of Trustees, there was no longer a venue for Regents to conduct individual Spending Plan hearings with College and University Presidents. He requested the

hearing process be reinstated. Finance Committee members subsequently heard from the Community College Presidents and Deans of Administration in attendance, as to how reaching a break-even budget will affect their levels of service. In some cases, library hours are severely curtailed, security staff has been entirely eliminated, as have intramural athletics at one campus. The campuses have also been hindered in their ability to offer or expand certain critical programs.

The Committee voted unanimously to approve the FY2014 Spending Plan for the Connecticut State Colleges and Universities.

The meeting was adjourned at 12:20 p.m., on a motion by Regent Balducci, seconded by Regent Holloway.

INFORMATION ITEM

Use of Reserve Funds and Insurance Proceeds as Supplemental Construction Funding to Renovate the Second, Third and Fourth Floors of Buley Library at Southern Connecticut State University

BACKGROUND

Construction of Buley Library, Phase 1, was completed in 2008. Phase 1 consisted of a four-story 134,000 gross square foot (gsf) addition to the existing four-story 109,000 gsf Buley Library. Interior demolition of the existing Buley Library was included in Phase I.

As presented at the May 16, 2013 Board meeting, Phase 1 consumed funds that had been intended for Phase 2 due to significant project delays and cost overruns. Phase 2 of the project addressed renovation of the existing Library space and was planned to be achieved with \$25,772,585 in CSUS 2020 funds. Phase 2 was bid in April 2013. The low bid of \$29,279,690.64 (\$3,507,105.64 shortfall) allowed for renovation only of the lower level, first floor and infrastructure on the second, third and fourth floors. In May, the Board authorized use of a variety of sources to fund the \$3,507,105.64 shortfall. The portion of Phase 2 described above is currently under construction and is scheduled to be complete for fall 2014 occupancy. It will provide finished spaces for occupancy on the first floor and partial lower level.

ANALYSIS

As discussed at the May Finance Committee and Board meetings, the portion of Phase 2 funded in May included only general infrastructure and life safety improvement work for the second, third and fourth floors because finished renovations to those spaces could not be accomplished with available funds at the time that construction began on other components of Phase 2.

Southern now wishes to complete the build-out of the second, third and fourth floors. The completion of the second, third and fourth floors will consolidate Southern's use of Buley and also reduce unresolved space deficits documented in Southern's 2004 approved Master Plan. Major benefits of the second, third and fourth floor proposed build-out include:

- A design updated in 2010 to reflect 21st century library needs as articulated in a report prepared by Library Consultant Jay Lucker in 2010 ("A review of an academic library today needs to acknowledge the dramatic changes that have taken place in the way that information is being created and disseminated, in the way that students are being educated, and in the nature of library space and collection management in a world of increasing collaboration and cooperation and constrained resources")
- Second floor renovation will include 6 classrooms with 2 classrooms being high-tech classroom /computer labs. The 2004 Master Plan listed a deficit of 33,528 SF of general purpose classrooms. The added classrooms will reduce the deficit in classrooms by 6185 SF or 18%
- The Faculty Development Center, the Learning Center and Information Technology will be relocated to Buley Library from Engleman Hall and Jennings Hall. The vacated spaces of 5619 SF will be repurposed as classrooms reducing the classroom deficit by an additional 17%

The Faculty Development Training Center currently in Engleman Hall will expand when relocated to the second floor of Buley Library. Renovations will include a dedicated training room, conference space and support staff offices. This training center provides faculty with training and support on the latest classroom computer and audio visual technology.

The Learning Center currently located in Engleman Hall will have additional space on the third floor of the Buley Library for larger tutoring facilities for math, science and writing, a dedicated computer lab, seminar space and support staff offices

Information technology computer labs will merge with the Library's Learning Commons combining both access of printed materials with electronic media and wireless internet, made available in one common space for study, research and collaboration.

Information Technology offices and desktop support services will be consolidated on the fourth floor of Buley Library supporting the first floor Learning Commons.

- Library Science is now located in temporary facilities on the fourth floor of the Buley Library addition. This department will move to a larger space on the renovated third floor allowing for each full time faculty member to have a private office, bringing this department in line with university space standards.
- Valuable group study space will be freed up by the consolidation of Library administrative offices on the fourth floor of the addition. Presently 15 group study rooms totaling 2483 SF are temporarily assigned to administrative offices. These spaces will be reassigned for their intended purpose as study rooms for groups of students working on class projects.
- The unfinished lower level space has been reserved for a future relocation of Information Technology's main distribution room currently located in Jennings Hall and would be completed under a future project not associated with this renovation.

Current cost estimates for the completion of floors two, three, and four assume that funding will be available in late 2013.

The second floor has been bid and carries a cost of \$1,832,644. The number will remain valid until the end of the current construction project.

Costs for the third and fourth floor have been estimated by our project Construction Manager and are "order of magnitude" numbers. The estimate to renovate the third and fourth floors is \$4,850,000. Note that this number is not the result of a bid and will change after the floors are bid in late October 2013.

Furniture for the complete project is estimated at \$1,356,768.

The total estimated cost to complete the Buley Library project (second, third and fourth floors and furniture) is \$8,039,412 (comprising \$6,682,644 for construction and \$1,356,768 furniture and equipment).

Identified opportunities to fund the second, third, and fourth floor build-out are:

1. \$2,546,369.30 Uncommitted Buley insurance proceeds (operating funds)
2. \$5,493,042.70 Southern's Unrestricted Fund Balances
= \$8,039,412

Use of fund balances greater than \$250,000 require Board of Regents approval (CSU Fund Balance Guidelines policy section 4.3).

In addition to BOR approval, state law requires legislative approval if “repairs, alterations or additions” to University facilities supported by the operating fund cost one million dollars or more. Legislative approval is through the Finance Advisory Committee when the legislature is not in session (CGS Sec. 10a-99(b)).

This informational item is to advise the Finance Committee that BOR staff plan to submit the following requests for approval to the Finance Committee and full Board in November, after floors three and four have been bid:

Approval for Southern to use \$5,493,042.70 from its operating reserves to fit out floors 2 through 4 of the Buley Library (please note that this number may change depending upon bid results for floors three and four); and

Approval for Southern to use \$2,546,369.30 from Buley Library flood insurance proceeds for the same purpose.

Approval to submit the above two items to the Legislature's Finance Advisory Committee in December 2013.

ITEM

Authorization to sign documents for the Board of Regents for Higher Education (BOR), the Connecticut Community Colleges, Charter Oak State College, and the Connecticut State Universities

BACKGROUND

This action is pursuant to the Board of Regents' statutory authority under CGS 10a-72 and 10a-89, which state that the BOR shall make rules for the government of the constituent units of higher education and shall determine the general policies of the constituent units.

ANALYSIS

Consistent with its statutory authority, in 2012 the Board identified those positions whose incumbents would be authorized to sign for the Board of Regents for Higher Education (BOR), the Connecticut Community Colleges, Charter Oak State College, and the Connecticut State Universities and the type of documents to which the authorization applied. A review by administration of recent title changes to certain positions necessitates a revision to the existing policy.

RECOMMENDATION

Approval of the proposed resolution authorizing revisions to the authorization to sign documents for the Board of Regents for Higher Education (BOR), the Connecticut Community Colleges, Charter Oak State College, and the Connecticut State Universities

9/10/13 – Finance Committee

9/19/13 – Board of Regents

BOARD OF REGENTS FOR HIGHER EDUCATION

RESOLUTION

concerning

Signing Authority

September 19, 2013

WHEREAS, This action is pursuant to the Board of Regents' statutory authority under CGS 10a-72 and 10a-89, which state that the BOR shall make rules for the government of the constituent units of higher education and shall determine the general policies of the constituent units, therefore be it

RESOLVED, That the resolution concerning Signing Authority, adopted by the Board of Regents for Higher Education on January 19, 2012 is rescinded, and

RESOLVED, That persons elected to or employed in the following positions by the Board of Regents (BOR) are authorized to sign all official documents within their jurisdiction executed under the policies of the BOR:

For the Board of Regents for Higher Education

President of the Board of Regents
Senior Vice President for Academic & Student Affairs
Vice President for Community Colleges
Vice President for State Universities
Vice President for Human Resources
Chief Financial Officer
Chief Information Officer
Chief of Staff

For the Connecticut State Universities

President
Executive Vice President
Provost and Academic Vice President
Senior Vice President
Vice President for Academic Affairs
Vice President for Finance and Administration
Vice President for Institutional Advancement
Vice President for Student Affairs
Vice President for Student and University Affairs
Chief Administrative Officer
Chief Financial Officer
Chief Human Resources Officer

For the Connecticut Community Colleges

President
Deans
Director of Human Resources

For Charter Oak State College

President
Provost
Chief Financial and Administrative Officer
Executive Director of the CTDLC

And be it further

RESOLVED, That the President of the Board of Regents and each University and College President may designate in writing other persons who shall act as their agents in signing contracts of up to \$50,000 and/or other documents in such areas as personnel, payrolls, purchasing, financial matters, university planning, and maintenance. The written authorization shall indicate the appropriate level of signing authority for each person so designated.

A True Copy:

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

RECOMMENDED MOTION FOR FULL BOARD

RESOLVED, that the Connecticut State Universities enter into a two-year Pilot Partnership Agreement with United Technologies Corporation. (A sample is attached hereto as Exhibit A.)

BACKGROUND

The Board pursuant to its statutory authority - Section 10a-99 of the Connecticut General Statutes (CGS) and Public Act 11-48 - "...shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the university...". Certain tuition waivers are reflected in Section 10a-99 of the CGS. Other tuition and fee waivers are authorized by Board action.

ANALYSIS

The Connecticut State Universities (CSU) request approval from the Board of Regents to enter into a pilot Partnership Agreement with the United Technologies Corporation (UTC). Under the terms of this agreement, CSU will become one of 22 preferred providers of higher education for UTC employees, for whom the corporation pays all tuition and course fees. The field of 22 includes other Connecticut Higher Education Institutions such as UCONN, Albertus Magnus, Fairfield University, University of New Haven, Sacred Heart and University of Hartford.

Tuition benefits at UTC are coordinated through their Employee Scholar Program, which encourages employees to enroll in partner institutions. As a partner institution, CSU would offer UTC employees a 5% discount on tuition, or a total discount of between 2 to 3% off of tuition and fees. This is a discount of approximately \$28 per undergraduate and \$47 per graduate for a three-credit course. It is important to note that while UTC would receive a discount, CSU would have zero risk of student no-shows, non-payment of tuition and fees, collection activities, or bad debt expense. In addition, CSU would be showcased on a UTC website as a preferred partner for UTC employees seeking to utilize their education benefit. There would also be a favorable impact on the 15% set aside for financial aid that each CSU budgets, as this population would contribute to, but not utilize the 15% set-aside, as their employer funds 100% of their tuition and fees.

Although only approximately 85 UTC employees are currently enrolled at one of the CSUs, UTC has shared statistics documenting substantial increases (from 30% to 200%) in UTC enrollments after institutions sign the partnership agreement. This increase is a result of the extraordinary marketing opportunity preferred providers are afforded, coupled with tuition benefits ranging from \$20,000 to \$60,000 per employee enrolled in the program. This agreement represents a unique opportunity to help bolster student enrollments at CSU, particularly graduate enrollment, at a time when the pool of prospective traditional-age students is projected to continue decreasing. In addition to

receiving a significant tuition benefit, employees are also provided up to three hours off a week for their studies, greatly increasing their chances of successfully graduating.

CSU have cultivated strong relationships throughout UTC, where many alumni are currently employed. Most recently, CCSU entered into a Quality Engineering Leadership partnership with Pratt & Whitney, similar to their EDGE partnership with Travelers, to increase the pipeline of qualified students into higher education and build awareness of careers in the aerospace quality engineering field. This may be the first of many more opportunities to strengthen ties with UTC for the benefit our students and our universities. Entering into this Partnership Agreement will help CSU become more competitive in attracting non-traditional students in Connecticut. The University of Connecticut recently signed this Partnership Agreement with UTC, which will enhance their competitive advantage in attracting UTC employees.

A two-year term for this pilot Partnership Agreement is proposed, during which the impact of the agreement on enrollments and tuition revenues will be monitored. A report will be provided to the Board of Regents annually, while steps are taken with UTC to expand the program to hopefully include Charter Oak State College.

9/10/13 – Finance Committee

9/19/13 – Board of Regents

**Agreement
Between
United Technologies Corporation
And
Central Connecticut State University**

Central Connecticut State University, located at 1615 Stanley Street, New Britain, CT 06050 (hereinafter referred to as “CCSU”) and United Technologies Corporation, with an office and place of business at 1 Financial Plaza, Hartford, CT 06101 (hereinafter referred to as “UTC” or “Contractor”) have decided to enter into a unique relationship to provide academic programs to eligible participants of UTC’s Employee Scholar Program (“ESP”). The intent of this agreement is to confirm the UTC discount partner relationship between CCSU and UTC for the period of two years from the effective date of this agreement, and to specify the general terms under which both have agreed to conduct business. This agreement can be altered or terminated with 120 days’ notice by either of the signing partners. This agreement can be terminated immediately if either party determines that the other party has engaged in unacceptable conduct

I. The terms of the Agreement are outlined in the following sections.

A. Applicability

This agreement applies to all of UTC business units, subsidiaries, divisions, or other worldwide business entities in which UTC has majority ownership and management control and where ESP has been deployed. Upon CCSU’s request, UTC’s ESP Program staff shall verify the affiliate status of any company requesting discounts hereunder.

B. UTC’s Employee Scholar Program (ESP)

UTC’s ESP is an educational assistance program that pays for eligible tuition, textbooks, and academic fees expenses for classes/subjects taken by eligible UTC participants pursuing a degree or UTC Sponsored Certificate Program at a UTC Approved Educational Institution. The program is offered to eligible U.S. and non U.S. full- or part-time employees who are actively at work at UTC. In addition, under certain conditions, the program is also offered to certain former U.S or non-U.S. employees whose positions were eliminated due to restructuring or layoffs.

C. Educational Institution Services

In return for designation as a UTC tuition discount partner, CCSU agrees to:

1. Grant all UTC eligible participants preferred pricing reflecting a five percent (5%) discount off of the published class/subject tuition costs for all programs delivered on campus or on-line during the spring and fall semesters and off of the published course fees for all programs delivered during the summer and winter sessions on campus or on-line.
2. Invoice UTC’s ESP (via UTC’s designated third party provider, if applicable) for tuition and approved academic fees after CCSU’s drop/add period and no more than 90 days after the class/subject end date, indicating the published tuition/fee costs minus the discounted amount per student. Invoice must include, at a minimum, invoice number

and date, semester and year, student name, course name, detailed line item breakdown of tuition and academic fees, discount, and total. Invoices must include a copy of the enrollment voucher provided by the UTC ESP eligible participant at the time of registration. Invoices shall not be submitted prior to the class start date.

3. Waive tuition deposit requirements, or agree to apply tuition deposits towards the first semester's tuition, not towards fees. If tuition deposits cannot be waived or applied toward first semester tuition, reimburse tuition deposits within first semester. Furnish UTC's third party provider with proof of enrollment and application of tuition deposit toward first semester tuition.
4. Obtain written approval from Manager, UTC ESP University Relations prior to sourcing UTC employees for faculty or other positions.
5. Obtain written approval from Manager, UTC ESP University Relations prior to publishing or updating marketing materials, including, but not limited to, UTC specific websites, emails, fliers, posters, UTC logos, employee testimonials etc.
6. Obtain written approval from Manager, UTC ESP University Relations prior to establishing on-site programs at any UTC location or prior to developing programs tailored to specific UTC requests.
7. Hold or acquire all necessary regional and/or state licenses, accreditations and/or certifications prior to offering the associated academic degree program to UTC employees, and to furnish proof of accreditation upon UTC's request.
8. Obtain written approval from Manager, UTC ESP University Relations prior to utilizing UTC's name in applications for licensure, accreditation or certification.

D. UTC Partner Status

As a Partner to the UTC ESP, CCSU will enjoy the following:

1. Access to business units of UTC for the purpose of promoting its programs. All visits will be scheduled with the mutual agreement of the UTC business unit contact and CCSU.
2. Opportunity to include information on CCSU's programs in UTC's ESP Partner University Program Selection Tool for the purpose of promoting its programs to UTC eligible participants.
3. Opportunity to promote information sessions offered through CCSU.
4. Invitation to participate at UTC or business unit education fairs as scheduled.
5. Participation in the UTC Learning Portal's "UTC Partner University Spotlight" profiles.

E. Notices

Notices relative to this Agreement shall be given in writing and sent by certified mail, return receipt requested. Any such notice, if sent by UTC to CCSU shall be addressed as follows:

Central Connecticut State University
1615 Stanley Street, Davidson, Hall, Rm 109, New Britain, CT 06050
Attn: Carl Lovitt
Title: Provost & Vice President, Academic Affairs

and if sent by CCSU to UTC, shall be addressed as follows:

United Technologies Corporation
Learning and Development Organization
Attn: Manager UTC ESP University Relations
Four Farm Springs Road, 3rd Floor
Farmington, CT 06032

F. Insurance

The Contractor agrees that while performing services specified in this agreement he/she 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.

G. Applicable Law

This Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

H. Claims Against the State

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

I. Non Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. “Commission” means the 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 Contractor or contractor;

- 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.

J. Executive Orders

The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

K. Confidential Information

UTC acknowledges that information received from CCSU under the provisions of section I.C. of this Agreement is subject to the Family Educational Rights and Privacy Act (“FERPA”) and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. UTC further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates. UTC shall secure its ESP’s agreement to comply with the obligations imposed under this provision regarding FERPA protected information the ESP may receive from CCSU or UTC.

L. Severability

If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

M. Amendment

The parties may agree to amend or add provision of this Agreement only by written Amendment signed by the parties and approved by the Office of the Attorney General.

N. Term of Agreement

Dates: April 1, 2013 through March 31, 2015

O. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

This Agreement has been found acceptable to both UTC and CCSU as evidenced by the following signatures:

Jeffrey Kridler
Vice President, Compensation and Benefits
United Technologies Corporation

Date

Carl Lovitt

Date

Provost & Vice President, Academic Affairs
Central Connecticut State University
Statutory Authority Conn. Gen. Stat. 10a-89

Approved as to form

Name: _____
Assistant Attorney General
Office of the Attorney General of the State of Connecticut

Date