6-23-2011

Agenda and attachments, June 23, 2011

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MEETING OF THE BOARD OF TRUSTEES  
UNIVERSITY OF CONNECTICUT

AGENDA

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

June 23, 2011

OPEN SESSION

Call to order at 11:00 a.m.

EXECUTIVE SESSION

1. Executive Session anticipated.
2. Close Executive Session.

OPEN SESSION

Reconvene in Open Session at 1:00 p.m.

1. Public Participation
2. Chairman’s Report
   (a) Matters outstanding
   (b) Board recognitions
   (c) Minutes of the meeting of April 13, 2011
   (d) Board meeting schedule for 2012  
      (Attachment 1)
   (e) Consent Agenda Item:
      (1) Re-appointment of Board Representative to the Connecticut Agricultural Experiment Station Board of Control  
      (Attachment 2)
3. President’s Report
   (a) Items requiring Board discussion and approval:
      (1) Concession Agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs)  
      (Attachment 3)
      (2) Memorandum of Agreement on Professional Development, Tuition and Childcare Funds between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs)  
      (Attachment 4)
      (3) Concession Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA)  
      (Attachment 5)
4. Academic Affairs Committee Report
   (a) Report on Committee activities

5. Financial Affairs Committee Report
   (a) Report on Committee activities
   (b) Items requiring Board discussion and approval:

1. Contracts and Agreements for the Storrs-based programs (Attachment 6)
2. Spending Plan for Fiscal Year 2012 for the University of Connecticut, Storrs and Regional Campuses (Attachment 7)
3. UCONN 2000 Fiscal Year 2012 Capital Budget (Attachment 8)
4. Fiscal Year 2012 Deferred Maintenance/Code/ADA Renovation Lump Sum Project List (Attachment 9)
5. Seventeenth Supplemental Indenture Authorizing University of Connecticut General Obligation Bonds (Attachment 10)
6. Fiscal Year 2012 Institutional Fees for the University of Connecticut, Storrs and Regional Campuses (Attachment 11)
7. Fiscal Year 2012 Academic Materials Fees for the University of Connecticut, Storrs and Regional Campuses (Attachment 12)
8. Project Budget (Planning) for Technology Quadrant Phase III (Attachment 13)
9. Project Budget (Planning) for the University of Connecticut Health Center CT Simulator, High Dose Radiation Renovations (Attachment 14)
10. Project Budget (Planning) for the University of Connecticut Health Center Dental School Renovation; Grasso Phase III – 24/7 Student Lab (Attachment 15)
11. Project Budget (Planning) for the University of Connecticut Health Center Fire Alarm System Upgrades (Attachment 16)
12. Project Budget (Revised Planning) for McMahon Dining Hall Renovations (Attachment 17)
13. Project Budget (Design) for the University of Connecticut Health Center Processing Facility Renovations (Attachment 18)
14. Project Budget (Design) for the University of Connecticut Health Center Main Building Cooling System, Chillers 1, 2, & 3 Replacements (Attachment 19)
15. Project Budget (Final) for Wood Hall Façade Repairs (Attachment 20)
16. Project Budget (Revised Final) for Koons Hall Renovation/Addition – Windows, Façade and Mechanical Systems Analysis (Attachment 21)

(c) Informational item:

1. UCONN 2000 Book 32:
6. Health Center Report
   (a) Report on Health Center activities
   (b) Items requiring Board discussion and approval:
       (1) Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center (Attachment 22)
       (2) Capital Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center (Attachment 23)
   (c) Informational Items:
       (1) University of Connecticut Health Center – American Association of University Professors First Collective Bargaining Agreement (Attachment 24)
       (2) Concession Agreement between the University of Connecticut Health Center and the University Health Professionals (UHP) (Attachment 25)

7. Joint Audit and Compliance Committee Report
   (a) Report on Committee activities

8. Buildings, Grounds and Environment Committee Report
   (a) Report on Committee activities
   (b) Informational Item:
       (1) Change in Recipient of Certain Approved Easements Related to Storrs Center (Attachment 26)

9. Construction Management Oversight Committee Report
   (a) Report on Committee activities

10. Student Life Committee Report
    (a) Report on Committee activities

11. Institutional Advancement Committee Report
    (a) Report on Committee activities
    (b) Development Progress Executive Summary (Attachment 27)

12. Other

13. Adjournment

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

**UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES**
**MEETING SCHEDULE**
**2012**

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<tr>
<th>Date</th>
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<tr>
<td>Wednesday, January 25, 2012</td>
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<td>Tuesday, February 28, 2012</td>
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<td>Wednesday, March 28, 2012 (Reserve date)</td>
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<td>Wednesday, April 25, 2012</td>
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<td>Wednesday, May 23, 2012 (Reserve date)</td>
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<tr>
<td>Wednesday, June 27, 2012</td>
<td>9:00 a.m. – 3:00 p.m.</td>
<td>South Campus Annual Budget Workshop</td>
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<td>Wednesday, July 25, 2012 (Reserve date)</td>
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<td>Wednesday, August 8, 2012</td>
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<td>Thursday, September 27, 2012</td>
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<td>Wednesday, October 24, 2012 (Reserve date)</td>
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<td>Wednesday, November 14, 2012</td>
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June 23, 2011

TO: Members of the Board of Trustees

FROM: Susan Herbst

RE: Re-Appointment of Board Representative to the Connecticut Agricultural Experiment Station Board of Control

RECOMMENDATION:

That pursuant to Connecticut General Statutes Chapter 426, Sec. 22-79, Mr. Paul C. Larson be re-appointed as the Board representative to the Connecticut Agricultural Experiment Station Board of Control for a three-year term beginning July 1, 2011.

BACKGROUND:

Mr. Larson was first appointed in 2008. He is being reappointed for a second term. Mr. Larson is a 1983 graduate of the College of Agriculture and Natural Resources and is a member of several horticulture organizations. In 2003, Mr. Larson was appointed by the Legislature to serve on the newly formed Connecticut Invasive Plants Council to address the issue of non-native invasive plants in Connecticut.

The following is the State statute, Chapter 426, Sec. 22-79, which authorizes the Board of Trustees to appoint an appropriate representative to the Connecticut Agricultural Experiment Station Board of Control.

"Sec. 22-79. Connecticut Agricultural Experiment Station. Board of control. The Connecticut Agricultural Experiment Station shall be within the Department of Agriculture for administrative purposes only. The management of the Connecticut Agricultural Experiment Station shall be vested in a board of control, consisting of eight members, one of whom shall be the Commissioner of Agriculture or some person to be selected by him, one of whom shall be selected by the Board of Trustees of The University of Connecticut, one by the governing board of the Sheffield Scientific School and one by the Board of Trustees of Wesleyan University, and two of whom shall be appointed by the Governor. The Governor and the director of the station shall be, ex officio, members of said board of control. The members of the board shall continue in office for the term of three years from the first day of July next succeeding their appointment. Upon the death or resignation of a member of the board, the authority or institution by which such member was appointed shall fill the vacancy."

An Equal Opportunity Employer

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352 Mansfield Road Unit 2048
Storrs, Connecticut 06269-2048
Telephone: (860) 486-2337
Facsimile: (860) 486-2627
e-mail: susan.herbst@uconn.edu
June 13, 2011

TO: Members of the Board of Trustees

FROM: Donna B. Munroe  
Vice President for Human Resources and Payroll

SUBJECT: Concession Agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs)

RECOMMENDATION

That the Board of Trustees approve the concession agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs) subject to ratification by the membership of the AAUP-Storrs and the State Employees Bargaining Agent Coalition (SEBAC) and approval by the General Assembly.

BACKGROUND

In concert with statewide efforts to address projected budget shortfalls in the State of Connecticut and the University, the University and the AAUP-Storrs negotiated wage concessions for fiscal years 12 and 13 in exchange for certain job security protections and a contract extension through and including June 30, 2016. Minor changes to contract language with no cost impact were also negotiated. The agreement follows a framework established for all state employees through negotiations between the Governor’s office and the State Employees Bargaining Agent Coalition. The full text of the agreement is attached along with a summary of key provisions.

Attachments
Summary of the Proposed
Agreement between the University of Connecticut and the University of Connecticut
Chapter of the American Association of University Professors

The Memorandum of Agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs) arises out of negotiations with bargaining units statewide (the SEBAC coalition) to address significant state budget shortfalls projected for FY 2012 and FY 2013. AAUP, pending membership ratification, approval by the University’s Board of Trustees and approval by the Connecticut General Assembly, has agreed to wage concessions in exchange for certain job security protections. Language changes to the collective bargaining agreement with no cost impact were also negotiated. This agreement was negotiated in accordance with a statewide framework negotiated by the Governor’s office and SEBAC that provides for further concessions in the areas of pensions, health insurance and retiree health insurance.

UCONN AAUP

Salaries

1. Wage freeze in FY12 and FY13

2. In each of the FY 14, 15 and 16: 2.75% general wage increase for satisfactory service and 2.06% for a merit pool; .19% of the 5% wage pool is allocated to the Provost fund for retention and equity.

3. Longevity pay is eliminated for new hires. No longevity payments for any AAUP members in October 2011. Longevity pay is frozen at current levels for two years through June 30, 2013.

Job security through June 30, 2015 (Four Years):

Protection from loss of employment is for the following members of the bargaining unit:

1. tenured and tenure track faculty;

2. faculty with “in-residence” titles that have been employed for at least six consecutive academic years as of July 1, 2011;

3. long-term adjunct faculty (those with ten or more consecutive semesters of service) as of July 1, 2011 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.

Protection from loss of employment does not apply to:

1. Employees hired on or after July 1, 2011

2. Termination of grant or other outside funding specified for a particular position except when the employee is a permanent employee

3. Part-time employees who are not eligible for University supplied health insurance benefits (except for long-term adjunct faculty)
4. Probationary employees

5. Non-renewal of tenure track faculty pursuant to PTR procedures

6. Temporary or end-dated employees upon expiration of appointment except as noted above.

For the duration of the job security protections, in-residence faculty will receive notice of non-renewal as follows: 3 months during the first year and 6 months thereafter.

**Language** changes include:

1. Clarifications to department head selection process and union release time for AAUP officers.

2. Article 13 is revised to include in-residence faculty in the School of Business with six or more years of continuous service providing for a higher level of job security and a process for review of non-renewal.

3. Reopen Article 13 to consider including other faculty titles and to improve and clarify the language (particularly the procedures for addressing conduct and performance issues.)

4. Upon renewal, in-residence faculty will be offered a multi-year appointment if they previously had one;

5. New MOA #9 on miscellaneous issues including consulting approval procedures, state holidays for certain 11-month non-faculty employees in AAUP, time to consider reappointment offers, notice to AAUP of mid-year salary changes and clarification of summer responsibilities for 9-month faculty.
MEMORANDUM OF AGREEMENT
Between the
UNIVERSITY OF CONNECTICUT
And
THE UNIVERSITY OF CONNECTICUT CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Except as expressly modified herein, the collective bargaining agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP) effective July 1, 2007 through June 30, 2012 will continue in full force and effect until June 30, 2016.

In order to help address an unprecedented and critical fiscal crisis within the State of Connecticut and to provide stability and continuity within the University’s current faculty workforce, the AAUP and the University of Connecticut have reached an agreement to amend and extend the existing collective bargaining agreement in accordance with the SEBAC 2011 Agreement as described below. The primary purpose of this Agreement is to achieve significant salary cost savings during the next two fiscal years and stabilize the existing faculty through certain job security protections, while retaining flexibility to accommodate the possibility of programmatic, curricular and other changes by the University. The Agreement is subject to ratification by the AAUP bargaining unit membership, the University Board of Trustees, and the Connecticut General Assembly.

A. Salary

Article 19, § I C shall be amended as follows:

1. There shall be no salary, flat dollar or merit increases in the fiscal year ending June 30, 2012 or the fiscal year ending June 30, 2013. Compensation will be frozen at FY 2011 levels.

2. Effective August 9, 2013 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.75% of the combined salaries of the bargaining unit as of December 31, 2012, will be implemented. 2.0% of the increase will be allocated to the percentage increase and .75% will be allocated to the flat rate increase. This shall be increased between 2.75% and 3.0% to equal the CPI (as defined in Article 19, I, D of the collective bargaining agreement), should that exceed 2.75%. In no case will the adjustment be less than 2.75% nor more than 3.0%.

3. Effective August 9, 2013, a merit pool shall be established comprised of 2.06% of the combined salaries of the bargaining unit as of December 31, 2012, and will be distributed
in accordance with the procedures outlined in Article 25. Consistent with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package shall not exceed 4.81% in the aggregate, nor shall the merit pool be less than 1.81%. An additional .19% shall be distributed through the Provost’s Fund pursuant to Memorandum of Agreement No. 2 appended to the existing collective bargaining agreement.

4. Effective August 8, 2014 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.75% of the combined salaries of the bargaining unit as of December 31, 2013, will be implemented. 2.0% of the increase will be allocated to the percentage increase and .75% will be allocated to the flat rate increase. This shall be increased between 2.75% and 3.0% to equal the CPI, should that exceed 2.75%. In no case will the adjustment be less than 2.75% nor more than 3.0%.

Effective August 8, 2014, a merit pool shall be established comprised of 2.06% of the combined salaries of the bargaining unit as of December 31, 2013, and will be distributed in accordance with the procedures outlined in Article 25. Consistent with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package shall not exceed 4.81% in the aggregate, nor shall the merit pool be less than 1.81%. An additional .19% shall be distributed through the Provost’s Fund pursuant to Memorandum of Agreement No. 2 appended to the existing collective bargaining agreement.

5. Effective August 7, 2015 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.75% of the combined salaries of the bargaining unit as of December 31, 2014, will be implemented. 2.0% of the increase will be allocated to the percentage increase and .75% will be allocated to the flat rate increase. This shall be increased between 2.75% and 3.0% to equal the CPI, should that exceed 2.75%. In no case will the adjustment be less than 2.75% nor more than 3.0%.

Effective August 7, 2015, a merit pool shall be established comprised of 2.06% of the combined salaries of the bargaining unit as of December 31, 2014, and will be distributed in accordance with the procedures outlined in Article 25. Consistent with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package shall not exceed 4.81% in the aggregate, nor shall the merit pool be less than 1.81%. An additional .19% shall be distributed through the Provost’s Fund pursuant to Memorandum of Agreement No. 2 appended to the existing collective bargaining agreement.

6. 19.V All adjunct faculty will have salaries increased by the same general wage increase (exclusive of merit) in FY 14, FY 15, and FY 16 as the full time faculty. This is understood to be 3% in accordance with the 2011 SEBAC framework. There will be no increases for adjunct faculty in FY 12 and FY 13.
C. **Longevity**

1. **New Employees** – No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if that individual obtains the requisite service in the future.

2. **Current Employees** – No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

3. **October, 2011 Payment** – No employee shall receive a longevity payment in October, 2011.

D. **Job Security**

The parties agree that during the term of this Agreement there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

1. Applicable only to those hired prior to July 1, 2011.

2. Applicable only through June 30, 2015.

3. Protection from loss of employment is for permanent employees and does not apply to:

   a. Employees in the initial working test period
   b. Those who leave at the natural expiration at a fixed appointment term, including expiration of any employee with an end-date except for faculty with “in-residence” titles that have been employed for at least six consecutive academic years as of July 1, 2011;
   c. Expiration of a temporary, durational or special appointment except for faculty with “in-residence” titles that have been employed for at least six consecutive academic years as of July 1, 2011;
   d. Non-renewal of a non-tenured employee provided that the normal PTR procedures are followed according to the By Laws
   e. Termination of grant or other outside funding specified for a particular position except when the employee is a permanent employee
   f. Part-time employees who are not eligible for University supplied health insurance benefits except for adjunct faculty who are on or eligible for a multi-year appointment as of July 1, 2011 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.
4. Faculty with in-residence titles shall be offered a multi-year appointment upon renewal if they have previously held a multi-year appointment.

5. For the duration of the job security provision of this agreement only (7/1/11 to 6/30/15), faculty with in-residence titles will be given written notice of non-renewal prior to the expiration of their appointment as follows: three (3) months of notice in the first year and six (6) months of notice thereafter. These notice provisions do not apply to dismissal for cause or non-renewal due to the termination of a grant or contract.

6. This Agreement does not prevent the University from restructuring and eliminating positions provided those affected employees are offered employment in a comparable job. An employee who is laid off under the rules of the Collective Bargaining Agreement (“CBA”) because of the refusal of an offered position will not be considered a layoff for the purposes of this agreement, but shall be entitled to all rights under the CBA.

7. The University is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs that will take effect on or after July 1, 2015.

E. Revisions and Additions to Collective Bargaining Agreement

1. Article 5.1 (new: addition) Membership on the search committee for a new department head is ordinarily limited to bargaining unit members. Committee members that are external to the bargaining unit may be added by mutual consent between a majority of the bargaining unit members of the department and the Dean. The chair will be elected by a vote of all officially elected and appointed committee members

2. Article 16.7 The AAUP officers will have one course release per semester if requested for AAUP responsibilities. (Clarification of existing practice)

3. Article 13 (new: addition) In-Residence faculty in the School of Business with six or more continuous years of service will be covered by Article 13. The parties agree to renegotiate Article 13 to consider including other faculty titles (unless funded by grants or contracts) provided the dismissal for cause and other language in Article 13 can be simplified and streamlined. If agreement is not reached on or before December 31, 2011 either party can submit the matter to binding interest arbitration. The parties agree that no other articles of the collective bargaining agreement are subject to reopen until the expiration of the collective bargaining agreement on June 30, 2016.

(New) Memorandum of Agreement #9

9.1 Consulting: The parties agree to continue to monitor issues with regard to consulting and will seek to minimize complications without diminishing accountability for ethical responsibilities.
9.2 Reappointment: Full time members will be given at least two weeks to consider any renewal contract offer. This may be waived with consent of the member and the AAUP.

9.3 State Holidays: Research Assistants/Associates and Academic Assistants on 11-month appointments will have the state holiday schedule.

9.4 Notice of Salary Changes: The University will notify the AAUP of salary changes for members that occur outside of the normal cycle.

9.5 Faculty Responsibilities Outside The Appointment Term: The AAUP and the University agree that faculty with academic year appointments will not be adversely affected in merit considerations for being unable to engage in academic year responsibilities outside of the appointment year. This is not intended to diminish or discourage professional responsibilities to a department, college, or the university.

E. Contract Extension

The collective bargaining agreement now in effect is extended with the above-noted revisions until June 30, 2016.

F. Meet and Discuss

If the University’s State funding is reduced below the Governor’s recommended levels for FY 12 or if the Governor exercises his statutory right to rescission at any time during this agreement, or if the University’s overall funding falls below current levels, the parties agree that they will meet for the purpose of discussing options to address the budget deficit and to discuss whether the parties agree to reopen the contract

This Agreement is subject to approval by the University of Connecticut Board of Trustees.

This Agreement is subject to ratification by the University of Connecticut Chapter of the American Association of University Professors.

This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General States § 5-278.

Signed this ___ day of _________2011

University of Connecticut

By: [Signature] Susan Herbst
    President
    University of Connecticut

UConn Chapter of the AAUP

By: [Signature] Edward C. Marth
    Executive Director
    University of Connecticut AAUP

Page 5 of 5
June 2, 2011
June 13, 2011

TO: Members of the Board of Trustees

FROM: Donna B. Munroe
Vice President for Human Resources and Payroll

SUBJECT: Memorandum of Agreement on Professional Development, Tuition and Childcare funds between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs)

RECOMMENDATION

That the Board of Trustees approve the memorandum of agreement on Professional Development, Tuition and Childcare funds between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs) subject to ratification by the membership of the AAUP-Storrs and the State Employees Bargaining Agent Coalition (SEBAC) and approval by the General Assembly.

BACKGROUND

The University and the AAUP-Storrs, in connection with the concession negotiations, negotiated a separate memorandum of agreement providing for freezes to collectively bargained funds for professional development, tuition reimbursement and childcare in FY 12 and FY 13. The funds will increase by the same percentage as salaries in FY 14, 15 and 16. The MOA clarifies that increases will be funded through carryover and/or funds not appropriated by the state. No new funding is requested. The full text of the agreement is attached.

Attachments

An Equal Opportunity Employer

Gulley Hall
352 Mansfield Road Unit 2072
Storrs, Connecticut 06269-2072
Telephone: (860) 486-2755
Facsimile: (860) 486-1070
web: www.uconn.edu
Memorandum of Agreement On
Professional Development, Tuition and Childcare Funds
Between
The University of Connecticut
And
The American Association of University Professors

This Memorandum of Agreement is by and between the University of Connecticut ("University") and the University of Connecticut Chapter of the American Association of University Professors ("AAUP") (collectively referred to as "the Parties") as follows:

1. The funds provided in Article 19.IV of the parties collective bargaining agreement for tuition reimbursement (Article 19.IV.B), professional development (Article 19. IV.F) and childcare (Article 19.IV.H) shall be frozen at FY 2011 levels for FY 2012 and FY 2013.

2. These funds shall be increased by the same percentage as salaries (inclusive of merit) for FY 2014, FY 2015 and FY 2016.

3. These increases shall be funded from carryover (appropriated but unexpended amounts) from prior fiscal year(s) and/or other appropriate sources outside of the University’s state appropriation.

4. This Memorandum of Agreement is subject to full ratification of the tentative 2011 agreement to amend and extend the parties’ collective bargaining agreement ("2011 Concession Agreement"). If the 2011 Concession Agreement is not ratified, this Memorandum of Agreement shall be null and void.

AGREED:

University of Connecticut

By: Susan Herbst
President, University of Connecticut

Date: 3/1/1

AAUP

By: Ed Marth
Executive Director, AAUP

Date: 3/1/1
June 13, 2011

TO: Members of the Board of Trustees

FROM: Donna B. Munroe
Vice President for Human Resources and Payroll

 SUBJECT: Concession Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA)

RECOMMENDATION

That the Board of Trustees approve the concession agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) subject to ratification by the membership of UCPEA and the State Employees Bargaining Agent Coalition (SEBAC) and approval by the General Assembly.

BACKGROUND

In concert with statewide efforts to address projected budget shortfalls in the State of Connecticut and the University, the University and UCPEA negotiated wage concessions for fiscal years 12 and 13 in exchange for certain job security protections and a contract extension through and including June 30, 2016. The agreement follows a framework established for all state employees through negotiations between the Governor’s office and the State Employees Bargaining Agent Coalition. The full text of the agreement is attached along with a summary of key provisions.

Attachment

An Equal Opportunity Employer

Gulley Hall
352 Mansfield Road Unit 2072
Storrs, Connecticut 06269-2072

Telephone: (860) 486-2755
Facsimile: (860) 486-1070
web: www.uconn.edu
Summary of the Proposed Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association

The Memorandum of Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) arises out of negotiations with bargaining units statewide (the SEBAC coalition) to address significant state budget shortfalls projected for FY 2012 and FY 2013. UCPEA, pending membership ratification, approval by the University’s Board of Trustees and approval by the Connecticut General Assembly, has agreed to wage concessions in exchange for certain job security protections. This agreement was negotiated in accordance with a statewide framework negotiated by the Governor’s office and SEBAC that provides for further concessions in the areas of pensions, health insurance and retiree health insurance.

UCONN UCPEA

Salaries

1. Wage freeze in FY12 and 13

2. Satisfactory performance increases in FY 14 and FY 15 will be 5% across the board as provided in the SEBAC framework. Merit will be temporarily suspended.

3. In FY 16 there will be a 3.25% satisfactory performance increase, a .25% flat dollar increase and a 1.5% merit increase. The merit increase will be distributed as follows: .25% shall be distributed as University Merit/discretionary merit. University merit is to recognize those professional staff members that have significantly advanced the interests of the University and/or their division. 1.25% shall be distributed as performance merit. Performance Merit is variable and connected to the employee’s overall rating in their annual performance evaluation.

4. Longevity pay is eliminated for new hires. No longevity payments for any UCPEA members in October 2011. Longevity pay is frozen at current levels for two years through June 30, 2013.

Job Security through June 30, 2015 (Four Years)

1. Job security applies to all permanent UCPEA employees hired prior to July 1, 2011 and all end-date UCPEA employees hired prior to July 1, 2011 except those funded by grants or contracts. (Ledger 5 or Ledger 6).

2. Job protection does not prevent the University from restructuring or eliminating positions provided that those affected are offered another comparable job in accordance with the 2009 concession agreement. Hard funded UCPEA employees on fixed duration projects or assignments must also be offered comparable employment in the event of termination of the project or assignment.

3. Job security protection does not apply to employees during their probationary or working test period.

4. The University agrees that it will establish a process for converting long-term end-dated employees with secure funding to permanent status by October 31, 2011.

The current contract with the exceptions noted above, will continue in full force and effect until June 30, 2016.
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND
THE UNIVERSITY OF CONNECTICUT PROFESSIONAL EMPLOYEES ASSOCIATION (UCPEA)

Except as expressly modified herein, the Collective Bargaining Agreement between the University of Connecticut and the University of Connecticut Professional Employees Association (UCPEA) effective July 1, 2007 through June 30, 2012 will continue in full force and effect until June 30, 2016.

In order to help address unprecedented and critical fiscal difficulties and to provide stability within the University’s vital professional workforce, the University of Connecticut Professional Employees Association (“UCPEA”) and the University of Connecticut have reached an agreement to amend and extend the existing collective bargaining agreement, which is effective through June 30, 2012, as described below. The primary purpose of the Agreement is to achieve significant salary cost savings during the next two fiscal years of the agreement and stabilize the existing professional workforce, while retaining flexibility to accommodate programmatic changes at the University. The Agreement is subject to ratification the UCPEA bargaining unit membership, the University Board of Trustees, and the Connecticut General Assembly.

1. **Salaries:**

Article 32, Salary, shall be amended as follows:

A. There shall be no increases in salary for satisfactory performance, no flat dollar increases and no merit increases during the fiscal year ending June 30, 2012 (FY 12) and during the fiscal year ending June 30, 2013 (FY 13). Salaries will remain at fiscal year 2011 levels until July 1, 2013.

B. The salary article, Article 32, shall be amended to include additional language as follows:

32.1 e. Effective July 1, 2013, a 3.25% increase shall be added to the June 30, 2013 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2013.

Effective July 1, 2013, a flat dollar amount equal to a 0.25% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2013 shall be added to the June 30, 2013 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2013.

Effective July 1, 2013, in lieu of merit increases, the University shall distribute the equivalent of 1.5% of the gross salary account to each bargaining unit member who performed satisfactorily and was a member of the bargaining unit as of January 1, 2013.
32.1 Effective July 1, 2014, a 3.25% increase shall be added to the June 30, 2014 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2014.

Effective July 1, 2014, a flat dollar amount equal to a 0.25% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2014 shall be added to the June 30, 2014 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2014.

Effective July 1, 2014, in lieu of merit increases, the University shall distribute the equivalent of 1.5% of the gross salary account to each bargaining unit member who performed satisfactorily and was a member of the bargaining unit as of January 1, 2014.

32.1 g. Effective July 1, 2015, a 3.25% increase shall be added to the June 30, 2015 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2015.

Effective July 1, 2015, a flat dollar amount equal to a 0.25% increase in the salary account divided by the number of UCPEA members in the bargaining unit effective January 1, 2015 shall be added to the June 30, 2015 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2015.

32.2 Effective July 1, 2015, the University shall distribute the equivalent of 1.5% of the gross salary account as merit increases to UCPEA bargaining unit members. The merit pool shall be divided as follows: .25% shall be distributed as University Merit and 1.25% shall be distributed as performance merit. Performance merit shall be based on a system of “Merit Increments (MI)” except that a Good evaluation is worth one increment (1 MI), and a Very Good evaluation is worth two increments (2 MI) and an Outstanding evaluation is worth three increments (3 MI). These increases shall be added to the June 30, 2015, base annual salary.

2. **Longevity**

Article 32.4 shall be revised to include the following additional language:

**A. New Employees** – No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future.

**B. Current Employees** – No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.
C. **October, 2011 Payment** – No employee shall receive a longevity payment in October, 2011.

3. **Job Security (July 1, 2011 through June 30, 2015)**

   A. The Parties agree that from July 1, 2011 through June 30, 2015 there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

   1. Applicable only to those hired prior to July 1, 2011.


   3. Protection from loss of employment is for all permanent and end-dated employees but does not apply to:

      i. Employees in the probationary period or initial working test period;
      
      ii. Termination of grant or contract, except when the employee is a permanent employee. (It is understood that grants or other contracts means ledger 5 and 6 funding);

   B. This Agreement does not prevent the University from restructuring and eliminating positions provided those affected employees are offered employment in a comparable position at the same salary, preferably on the same campus and in the same unit, and within a one-way commute equal to the greater of the employee’s present commute or 30 miles from his/her home. If the employee declines the offer of a comparable position, then the employee may be laid off and shall retain all rights under the collective bargaining agreement.

   C. The University is not precluded from issuing layoff notices prior to June 30, 2015 for layoffs that will become effective on or after July 1, 2015.

4. **Conversion of Long-Term End-Dated Employees to Permanent Status**

   The University agrees that it shall establish a process for converting long-term end-dated employees with secure funding to permanent status by October 31, 2011.

5. **Contract Extension**

   The collective bargaining agreement now in effect is extended with the above-noted revisions until June 30, 2016.
5. **Meet and Discuss.**

If the University's state appropriation is reduced below the Governor's current recommended levels for FY 2012 or if the Governor exercises his statutory right to rescission at any time prior to the expiration of this agreement, the parties agree that they will meet for the purpose of discussing options to address the University's budget deficit.

This Agreement is subject to ratification by the University of Connecticut Professional Employees Association.

This Agreement is subject to approval by the University of Connecticut Board of Trustees.

This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General States § 5-278.

Agreed this 25th day of May, 2011

University of Connecticut

By: [Signature] Philip E. Austin
Interim President
University of Connecticut

UCPEA

By: [Signature] Kathleen Sanner
President, UCPEA

Kathleen Sanner
President, UCPEA

Page 4 of 4
May 25, 2011
# PROCUREMENT CONTRACTS - NEW

## FOOD CONTRACT FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Approval Amount</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freshpoint</td>
<td>$1,700,000</td>
<td>07/01/11-06/30/16</td>
<td>Auxiliary Services</td>
<td>Steven Kremer, Assistant Vice President for Student Affairs</td>
<td>Provide fresh fruit and produce to the Department of Dining Services for student meals, catering, etc. This is the result of a publicly advertised RFP. The term of this contract is for one (1) year with four (4) possible one-year extensions.</td>
</tr>
</tbody>
</table>

## IT CONTRACT FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dell Marketing</td>
<td>$3,000,000</td>
<td>07/30/10-07/31/13</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>CT State University System contract (CSUS 72ACX) provides University faculty and staff with access to personal computers, peripherals and support services that are unavailable on the University's contract (UC-PG112006).</td>
</tr>
</tbody>
</table>

## ON-CALL TRADE CONTRACTOR - MASONRY & WATERPROOFING SERVICES CONTRACT FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Fund Source</th>
<th>Program Director</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Armani Restoration, Inc.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
<tr>
<td>2</td>
<td>B. W. Dexter II, Inc.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
<tr>
<td>3</td>
<td>Frank Capasso &amp; Sons, Inc.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
<tr>
<td>4</td>
<td>Joseph Gnazzo Co., Inc.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
<tr>
<td>5</td>
<td>Kronenberger &amp; Sons Restoration, Inc.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
<tr>
<td>6</td>
<td>NER Construction Management, Inc.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
<tr>
<td>7</td>
<td>New England Masonry &amp; Roofing Co.</td>
<td>$1,500,000</td>
<td>07/01/11-03/31/14</td>
<td>Multiple Sources</td>
<td>Matthew Larson, Director of Procurement Services</td>
<td>On-Call Trade Contractor Program to provide masonry and waterproofing contracting services for use by the Storrs, Regional Campuses and UCHC for individual trade construction services on a project by project basis. Program will be utilized for small capital renewal and/or capital building projects requiring a minimal number of individual trade contractors. The term of the contract is for two (2) 1-year terms.</td>
</tr>
</tbody>
</table>
## Procurement Contracts - New (Continued)

### Professional Educational Services Contract for Approval

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Approval Amount</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Connecticut Urban Legal Initiative, Inc.</td>
<td>$4,496,676</td>
<td>08/01/11-07/31/23</td>
<td>Multiple Sources</td>
<td>Douglas Cooper, Vice Provost for Undergrad Ed &amp; Regional Campuses</td>
<td>As the result of a formal RFP and public advertisement, contractor to provide classroom clinical legal education to students enrolled in the &quot;Building Urban Communities Clinic&quot; (Course 1) and &quot;Energy &amp; Environment Law Clinic&quot; (Course 2) and to students enrolled in the J.D. and LL.M. programs at the School of Law, 55 Elizabeth Street, Hartford, CT. Initial term of this contract is for two (2) years, 08/01/11-07/31/13 with five (5) additional two-year renewals. Annual value of contract is $324,723 for Course 1 and $59,000 for Course 2. Total annual contract value $374,723.</td>
</tr>
</tbody>
</table>

### Research Contract for Approval

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>University of Oregon</td>
<td>$1,239,540</td>
<td>04/01/11-03/31/15</td>
<td>Research Fund</td>
<td>Michael Crouch, Ed.D, Executive Director, OSP</td>
<td>Collaborate with Dr. Coyne of the University Department of Educational Psychology on project for early vocabulary intervention.</td>
</tr>
</tbody>
</table>

### Study Abroad Contract for Approval

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Approval Amount</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Acorn of London Limited</td>
<td>$1,199,831</td>
<td>07/15/11-07/14/12</td>
<td>Auxiliary Services</td>
<td>Ross Lewin, Executive Director for Office of Global Programs</td>
<td>Provide student and faculty accommodations, office and classroom rental, ground transportation and computer and internet access to a maximum of 151 UCONN students enrolled in the London Study Abroad Program for the fall 2011, winter 2012 intersession, spring 2012 and summer 2012 sessions pursuant to C.G.S. Sections 10-27(b).</td>
</tr>
</tbody>
</table>

### Transportation Contract for Approval

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dattco, Inc. [Banc of America Public Capital Corporation Master Lease Agreement]</td>
<td>$2,000,000</td>
<td>07/01/11-12/31/16</td>
<td>Multiple Sources</td>
<td>Barry Feldman, VP &amp; COO</td>
<td>Lease/purchase of 10 buses in support of student transportation needs on the Storrs campus managed by Transportation Services. This acquisition has been competitively negotiated through National Joint Powers Alliance (NJPA), a public cooperative, in accordance with the University’s statutory authority. The University will utilize the Master Lease Agreement, awarded to Banc of America Public Capital Corporation and approved by the BOT on 09/21/10, to fund this acquisition. This lease is for a five year term with the university owning the buses at the end of the lease term.</td>
</tr>
</tbody>
</table>

### Procurement Contracts - Amendments

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>New Approval Amount</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Coca-Cola Refreshments</td>
<td>$227,500 [Total Contract Amount $4,777,500]</td>
<td>07/01/11-12/31/11</td>
<td>Auxiliary Services</td>
<td>Barry Feldman, VP &amp; COO</td>
<td>Exclusive Beverage Sponsorship Agreement to provide Coca-Cola products for sale, distribution and sampling at all campus locations where refreshments are sold. This is the result of a publicly advertised RFP. The term of this contract is for one (1) ten-year term with one (1) six-month extension. Revenue streams include sponsorship fees, commissions, fountain sales and vending sales. Amend to increase $227,500 for six (6) month period pending issuance of new RFP.</td>
</tr>
</tbody>
</table>
### FOOD CONTRACT AMENDMENT FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>New Approval Amount</th>
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<th>Fund Source</th>
<th>Program Director</th>
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<th>Expenditures FY10</th>
<th>Expenditures FY09</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sysco Food Service</td>
<td>$8,000,000</td>
<td>07/01/10-06/30/15</td>
<td>Auxiliary Services</td>
<td>Steven Kremer, Assistant Vice President for Student Affairs</td>
<td>$7,700,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**Purpose:**
Provide grocery and frozen foods for the Department of Dining Services for student meals, catering, etc. University Contract# UC-KA032910-8. This is the result of a publicly advertised RFP. The term of this contract is for one (1) year with four (4) one-year extensions. Amend to increase $8,000,000 for the first of four extensions.

### IT CONTRACT AMENDMENT FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Fund Source</th>
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<th>Expenditures FY10</th>
<th>Expenditures FY09</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Paciolan</td>
<td>$230,000</td>
<td>12/11/09-12/10/15</td>
<td>Auxiliary Services</td>
<td>Jeffrey Hathaway, Director, Athletics</td>
<td>$174,792</td>
<td>$174,792</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**Purpose:**
Provide software system for ticket sales for the Division of Athletics. The term of this contract is for one (1) five-year term with renewals. Amend to increase by $230,000 for additional services named in the agreement but not currently used, and extend term one year.

### JANITORIAL CONTRACT AMENDMENTS FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>New Approval Amount</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
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<th>Expenditures FY10</th>
<th>Expenditures FY09</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Charter Oak Building Maintenance</td>
<td>$278,033</td>
<td>07/01/08-06/30/12</td>
<td>Operating Fund-General</td>
<td>Barry Feldman, VP &amp; COO</td>
<td>$891,718</td>
<td>$266,538</td>
<td>$259,118</td>
<td></td>
</tr>
</tbody>
</table>

**Purpose:**
Provide performance based custodial services at the Waterbury and Torrington campuses. This is the result of a publicly advertised RFP. This is a Standard Wage contract, wage changes instituted by the CT DOL will effect the cost of services. A contingency to accommodate contract changes mandated by DOL is included. Amend to increase $278,033 for the second of four possible extensions.

| 2   | GCA Services Group          | $8,432,373         | 07/01/08-06/30/12         | Operating Fund-General | Barry Feldman, VP & COO | $24,458,548 | $7,968,300 | $7,978,832 |

**Purpose:**
Provide performance based custodial services at the Storrs and Depot campuses. This is the result of a publicly advertised RFP. This is a Standard Wage contract, wage changes instituted by the CT DOL will effect the cost of services. A contingency to accommodate contract changes mandated by DOL is included. Amend to increase $8,432,373 for the second of four possible extensions.

| 3   | Sun Services LLC            | $488,810           | 07/01/08-06/30/12         | Operating Fund-General | Barry Feldman, VP & COO | $1,260,056 | $415,431 | $410,753 |

**Purpose:**
Provide performance based custodial services at the Avery Point campus. This is the result of a publicly advertised RFP. This is a Standard Wage contract, wage changes instituted by the CT DOL will effect the cost of services. A contingency to accommodate contract changes mandated by DOL is included. Amend to increase $488,810 for the second of four possible extensions.
### JANITORIAL CONTRACT AMENDMENTS FOR APPROVAL (Continued)

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Fund Source</th>
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<th>Total Expenditures to Date</th>
<th>Expenditures FY10</th>
<th>Expenditures FY09</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Sun Services LLC</td>
<td>$393,933</td>
<td>07/01/08-06/30/12</td>
<td>Operating Fund-</td>
<td>Barry Feldman, VP &amp; COO</td>
<td>$1,048,933</td>
<td>$370,648</td>
<td>$356,916</td>
<td>Provide performance based custodial services at the Greater Hartford campus. This is the result of a publicly advertised RFP. This is a Standard Wage contract, wage changes instituted by the CT DOL will effect the cost of services. A contingency to accomodate contract changes mandated by DOL is included. Amend to increase $393,933 for the second of four possible extensions.</td>
</tr>
<tr>
<td>5</td>
<td>Sun Services LLC</td>
<td>$380,017</td>
<td>07/01/08-06/30/12</td>
<td>Operating Fund-</td>
<td>Barry Feldman, VP &amp; COO</td>
<td>$1,036,101</td>
<td>$349,604</td>
<td>$345,935</td>
<td>Provide performance based custodial services at the Hartford Law School campus. This is the result of a publicly advertised RFP. This is a Standard Wage contract, wage changes instituted by the CT DOL will effect the cost of services. A contingency to accomodate contract changes mandated by DOL is included. Amend to increase $380,017 for the second of four possible extensions.</td>
</tr>
<tr>
<td>6</td>
<td>Sun Services LLC</td>
<td>$630,000</td>
<td>07/01/08-06/30/12</td>
<td>Operating Fund-</td>
<td>Barry Feldman, VP &amp; COO</td>
<td>$1,678,936</td>
<td>$550,000</td>
<td>$570,000</td>
<td>Provide time and materials based custodial services at the Stamford campus. This is the result of a publicly advertised RFP. This is a Standard Wage contract, wage changes instituted by the CT DOL will effect the cost of services. A contingency to accomodate contract changes mandated by DOL is included. Amend to increase $630,000 for the second of four possible extensions.</td>
</tr>
</tbody>
</table>

### MARKETING CONTRACT AMENDMENTS FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
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<th>Fund Source</th>
<th>Program Director</th>
<th>Total Expenditures to Date</th>
<th>Expenditures FY10</th>
<th>Expenditures FY09</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GO Media</td>
<td>$550,000</td>
<td>07/14/08-06/30/13</td>
<td>Auxiliary Services</td>
<td>Jeffrey Hathaway, Director, Athletics</td>
<td>$1,386,000</td>
<td>$440,000</td>
<td>$476,000</td>
<td>Development and implementation of a media campaign to increase the sale of football and basketball tickets for the Division of Athletics. University Contract# UC-KA040308-8. This is the result of a publicly advertised RFP. The term of this contract is for one (1) year with four (4) one-year extensions. Amend to increase contract by $550,000 for the third of four possible extensions.</td>
</tr>
<tr>
<td>2</td>
<td>Makisits Media</td>
<td>$1,500,000</td>
<td>09/01-09/08-31/14</td>
<td>Multiplle Sours</td>
<td>Matthew Larson, Director of Procurement</td>
<td>$2,100,000</td>
<td>$741,000</td>
<td>$800,000</td>
<td>Provide assistance to the University and Health Center in developing strategic media outlets and purchase media space in a variety of mediums, especially including print, radio, TV and the Web. University Contract# UC-KA050802-8. This is the result of a publicly advertised RFP. The term of this contract is for one (1) year with four (4) one-year extensions. Amend to increase contract by $1,500,000 for the second of four possible extensions.</td>
</tr>
</tbody>
</table>
## PAPER GOODS CONTRACT AMENDMENT FOR APPROVAL

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>New Approval Amount</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
<th>Total Expenditures to Date</th>
<th>Expenditures FY10</th>
<th>Expenditures FY09</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Eastern Bag &amp; Paper</td>
<td>$1,000,000</td>
<td>07/01/09-06/30/15</td>
<td>Auxiliary Services</td>
<td>Steven Kremer, Assistant Vice President for Student Affairs</td>
<td>$1,892,000</td>
<td>$942,000</td>
<td></td>
<td>Provide paper goods and supply products for the Department of Dining Services, Dairy Bar, Jorgensen Auditorium, etc. University Contract# UC-KA021109-8. This is the result of a publicly advertised RFP. The term of this contract is for one (1) year with four (4) one-year extensions. Amend to increase $1,000,000 for the first of four possible extensions.</td>
</tr>
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## PROPERTY LEASE AGREEMENTS

### UNIVERSITY AS LESSOR

<table>
<thead>
<tr>
<th>No.</th>
<th>Lessee</th>
<th>Annual Amount Receivable</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Anthony’s Hair Salon</td>
<td>$9,600</td>
<td>08/01/11-07/31/16</td>
<td>Auxiliary Services</td>
<td>Alexandria Roe, Director of University Planning</td>
<td>Renewal of lease for the period of 08/01/11-07/31/16. Lease of space not to exceed 480 square feet known as Space C in the Student Union building on the Storrs campus, Mansfield, Connecticut. Rent will be $800 per month for the duration of the lease.</td>
</tr>
<tr>
<td>2</td>
<td>Arcanatura, LLC</td>
<td>$16,280</td>
<td>07/31/11-09/30/12</td>
<td>Operating Fund-General</td>
<td>Alexandria Roe, Director of University Planning</td>
<td>Arcanatura presently occupies 486 square feet in the Coast Guard Research and Development Building located on the grounds of the University of Connecticut - Avery Point Campus. Of this, 234 square feet is office space, and 234 square feet is lab space. As of July 1, 2011, Arcanatura to increase its office space (by moving locations) and retain its lab space. Arcanatura to add 346 square feet of office space, for a total of 593 square feet of office space, to be located in the Marine Science Building located on the grounds of the University of Connecticut - Avery Point Campus. Its lab space will remain unchanged. From July 1, 2011-September 30, 2011 the rent for Arcanatura's office and lab space shall be $16 per square foot. From October 1, 2011-September 30, 2012, the rent for the office and lab space shall increase to $20 per square foot. Lessee to continue to participate in the University Technology Incubation Program (TIP).</td>
</tr>
<tr>
<td>3</td>
<td>Optoelectronics Systems Consulting, Inc.</td>
<td>$2,239</td>
<td>07/01/11-06/30/12</td>
<td>Operating Fund-General</td>
<td>Alexandria Roe, Director of University Planning</td>
<td>Lease of space up to 121 square feet located in the Longley Building on the grounds of the University of Connecticut - Depot Campus, Mansfield, CT. Lease will be for one year, for a total of $2,238.50 for the lease term. Lessee is an existing tenant in this space and shall continue to participate in the University Technology Incubation Program (TIP).</td>
</tr>
<tr>
<td>4</td>
<td>TRH Therapeutics, LLC</td>
<td>$12,000</td>
<td>07/01/11-06/30/12</td>
<td>Operating Fund-General</td>
<td>Alexandria Roe, Director of University Planning</td>
<td>New lease of space up to 600 square feet located in the Advanced Technology Laboratory on the grounds of the University of Connecticut - Storrs campus. Initially this space shall be Room 103 and 103A in the ATL. Lease will be for one year, for a total of $12,000 for the lease term. Lessee to participate in the University Technology Incubation Program (TIP).</td>
</tr>
</tbody>
</table>

### UNIVERSITY AS LESSEE

<table>
<thead>
<tr>
<th>No.</th>
<th>Lessor</th>
<th>Annual Amount Payable</th>
<th>Term</th>
<th>Fund Source</th>
<th>Program Director</th>
<th>Purpose</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Capitol Investment Properties, LLC</td>
<td>$28,800-$30,240</td>
<td>09/01/11-08/31/13 with a one year option</td>
<td>Operating Fund-General</td>
<td>Louise Simmons, Director Urban Semester Program, UCONN School of Social Work</td>
<td>Lease of apartments C-9, C-10 and C-14 in the Whitney Manor building, located at 990 Capitol Avenue, Hartford, CT. These are for the University’s Urban Semester Program, operated through the School of Social Work. In the first year, rent is $2,400 per month for the three apartments combined. In the second year, the rent is $2,460 per month. There is an option for a third year, and the rent would then be $2,520 per month.</td>
</tr>
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June 23, 2011

TO: Members of the Board of Trustees

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

Paul R. McDowell
Chief Financial Officer

RE: Temporary Spending Plan for Fiscal Year 2012 for the University of Connecticut, Storrs & Regional Campuses

RECOMMENDATION:

That the Board of Trustees approve a Temporary Spending Plan of $1,019.2 million for Fiscal Year 2012 for the University of Connecticut, Storrs and Regional Campuses.

BACKGROUND:

The State appropriation was originally approved on April 21, 2011. On June 17, 2011, the University was notified that there would be a reduction in the appropriation of $17.6 million. Also, the Office of Policy & Management has indicated that more reductions will be made based on retirements prior to September 2, 2011. Since we have no additional information at this time, we are assuming that our exposure might be at least $5.6 million. We had anticipated a $7.7 million reduction as a result of the SEBAC agreement and reflected that in the proposed Fiscal Year 2012 budget. We need additional time to formulate a plan to cover this new reduced level of State support. In the interim, we are proposing that the Board of Trustees approve this Temporary Spending Plan so that we may spend at a level lower than Fiscal Year 2011 until such a plan is developed. Note that preventative spending measures were put in place in the spring and will continue. For example, a Position Review Committee was established to stringently review all requests to fill positions and purchases greater than $5,000 were placed on hold except for emergency items. We plan to submit a Fiscal Year 2012 Spending Plan at the August Board of Trustees meeting.
University of Connecticut
Office of the Vice President and
Chief Financial Officer

June 23, 2011

TO: Members of the Board of Trustees
FROM: Barry M. Helman
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: UCONN 2000 Fiscal Year 2012 Capital Budget

RECOMMENDATION:

That the Board of Trustees approve a capital budget in the amount of $157,200,000 in UCONN 2000 General Obligation Bonds for Fiscal Year 2012.

BACKGROUND:

The proposed capital budget for UCONN 2000 Phase III (also known as 21st Century UConn) for FY12 reflects the statutory authorization “cap” of $157,200,000 for FY12. This amount includes $82,500,000 for the Storrs-based capital program and $74,700,000 for the Health Center. To support this capital activity we are also submitting to the Board the Seventeenth Supplemental Indenture authorizing University of Connecticut General Obligation Bonds for the seventeenth issuance under the Master Indenture in an amount not to exceed $157,200,000 plus cost of issuance. 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 FY12 capital budget is Attachment A. Attachment B displays the funding analysis of proposed projects, and Attachments C and D are the proposed Deferred Maintenance/Code/ADA Renovation Lump Sum projects for the Storrs-based program and the Health Center for FY12. 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.

The key elements underlying the revisions to the phasing outline are detailed below. These changes are driven by academic priorities, economic realities and the importance of spending bond proceeds in a timely manner.
1. Program & Planning Adjustments:
On May 17th, Governor Malloy came to the University of Connecticut Health Center and presented a bold new initiative designed to enhance our State’s capacity to serve as a national center for bioscience research and development. Our Health Center is central to that plan and the Governor’s $864 million proposal created breathtaking opportunities for us to be of service to the state. The Bioscience Connecticut initiative calls for an investment in expanding our capacity for path-breaking research, increasing our ability to deliver health services in a state-of-the-art patient tower and ambulatory care center and expanding our ability to educate physicians and dentist to meet Connecticut’s needs. The project will renovate existing Health Center facilities and construct a new patient tower and a new ambulatory care facility. The recently approved plan will be funded through a mix of State bonding, private financing and Health Center resources.

Highlights of Governor Malloy’s proposal include:
- Creating 3,000 construction jobs annually through 2018.
- Generating a $4.6 billion increase in personal income by 2037, including the creation of 16,400 jobs.
- Doubling federal and industry research grants to drive discovery, innovation and commercialization.
- Increasing access to high quality health care.
- Graduating and retaining more physicians and dentists to meet forecasted workforce needs resulting from health care reform and the state’s aging population.
- Strengthening and stabilizing the Health Center’s finances.

On April 29th, Connecticut Senate President Don Williams announced support for another initiative of tremendous promise: a University of Connecticut Research and Technology Park. This project will drive technology-based economic development by creating a partnership between UConn and industry where the university will support the growth of companies by offering access to advanced technology, faculty expertise along with providing incubator space for new companies. The technology park will be located between the northern part of campus and Route 44. Senator Williams’ proposal includes $18 million in FY12 funding for the design, site development and infrastructure improvements for the technology park site. The ultimate cost of the proposed full project, including design, construction and specialized equipment of an initial University-industry partnership building in the technology park is estimated to be approximately $172.5 million. While this project will be managed like all other UCONN 2000 projects, the funding will be through State General Obligation Bonds and is included in the FY12 bond bill.

2. Cash flow:
We have made changes to accommodate revised cash flow needs, actual and projected, keeping in mind IRS requirements related to spending. Generally speaking, any delay in a large project means a delay in a significant amount of expenditure. The revised program plan and timetable was primarily adjusted for the Equipment line in FY12 to support the HCM and Kuali projects. To make this adjustment, the Deferred Maintenance project line at Storrs
was reduced. We will re-prioritize DM needs. There are existing reserves from prior year allocations which will be utilized for high priority projects.

Planning and design of a number of smaller projects will move quickly allowing funds to be spent quickly as well. In addition, the phasing plan continues funding for larger projects already underway such as the Floriculture Greenhouse, Storrs Hall Addition, Gant Building Renovations, Engineering Building and Young Building Renovations. The phasing outline also displays how funding is fluid in terms of meeting Storrs and Health Center needs. As long as we operate within the annual bond caps, and as long as the plan totals $504 million for the Health Center and $1 billion for Storrs, the authority to make these adjustments is assigned to the Trustees by law. This statutory flexibility is absolutely critical to managing the budgets and financing of the building program.

3. **Indenture Amendments:**

   As you know, the law specifically gives the Board the authority to make revisions to project budgets and related indentures; indeed, it would be virtually impossible to manage a ten-or twenty-year program without the authority to make such adjustments. These revisions are technically complex, however, because 1) we have many projects, 2) we must operate within statutory annual bond caps, 3) we must observe tax-related expenditure requirements and 4) the adjustment of the equipment and deferred maintenance lines generally involves revisions for a number of years. In short, while revisions may affect current projects, given the annual bond caps they also have a rollout effect over the next decade. The Board of Trustees also has the authority to amend past indentures in order to reflect changes as project budgets are finalized, audit adjustments are required, or other eventualities affect the capital budget for a given prior fiscal year. At this time, there are not any indenture amendments.

Below you will find a brief description of each of the projects in the FY12 capital budget. These are very general summaries; individual project budget descriptions (which are acted upon separately) provide much more detail regarding project scope, timetable, cost and funding sources. As always, the proposed use of capital funds for the Health Center is forwarded to you with the recommendation and endorsement of the Health Center's Board of Directors, who discussed and acted on these items on June 13, 2011.

Thank you. We look forward to discussing these and many other aspects of the capital budget with you at the meeting.
Storrs and the Regional Campuses

Arizona and Monteith (New Classroom Buildings)
These two original classroom buildings, are perhaps the most visible on campus, and were constructed in 1959 with each having 68,600 square feet of space on four levels. Connected to the Monteith building is the 4,000 square foot Schenker Lecture Hall. These two buildings are the most heavily used classroom facilities on the Storrs campus. They also contain offices for many of the departments within the College of Liberal Arts and Sciences. It was anticipated within the UCONN 2000 program that these buildings would be renovated; however, 1) the cost far exceeded planned allocations and 2) the University could not take critically important existing classroom space off-line. The current project includes the construction of two new classroom buildings.

The West building, on the site of the former Pharmacy Building, will consist primarily of classrooms and auditoria. The East building, on the site of the former UConn Co-op, will contain departmental offices and classrooms. Construction of the West building is approximately 95% complete with an anticipated opening in summer 2011. Underground utilities, including renovation of a steam line and reconfiguration of Fairfield Way, were completed in October 2010. The East building has been successfully bid; construction commenced in fall 2010 and currently steel is being erected at the site. FY12 funds will allow the university to begin renovation and relocation of University units into Monteith to allow for renovation and demolition of existing buildings.

Avery Point Campus Undergraduate and Library Building
During Phase I of the UCONN 2000 program, the need for research space was addressed with the new Marine Sciences building, as well as construction of a new facility for Project Oceanology. With the repairs to the Branford House, the needs for administrative space were met when new infrastructure was installed. However, the remaining significant need is for undergraduate program space, currently housed in the WWII era former Coast Guard facilities. This project will support new or renovated undergraduate co-curricular space as well as plan the demolition of certain of the Coast Guard R&D facilities. The architectural/engineering team completed assessment, programming and schematic design drawings. Design development is underway and demolition of Building 58 will commence shortly to provide site availability for the student union and academic building expansion. Other projects include replacement of the existing roof and repair of exterior masonry of the library, as well as reconfiguration of the interior of both the library and undergraduate building. Renovations to Building 19 will accommodate the School of Nursing and Engineering along with the Technology Incubator Program.

Beach Hall Renovations
Beach Hall was constructed in 1929. This four-story facility contains research labs, offices and classrooms for various schools in the College of Liberal Arts and Sciences. It has 83,500 square feet of space. A general renovation of the building is required to meet its current use. As part of this renovation, the following would be included in the project scope: upgrade to bring it into compliance with ADA standards, install sprinkler system, install safety showers and eye wash stations, asbestos abatement, replace HVAC systems, upgrade fume hoods, upgrade primary and
secondary electrical service, upgrade lighting systems, tie building into central plant emergency power, replace plumbing piping and restroom fixtures, and replace lab casework. Over the course of the next year, the University will undertake essential repairs to the slate roof, flat roofs, exterior masonry re-pointing, and replacement of broken bricks, flashing and coping.

**Biobehavioral Complex Replacement**

The Biobehavioral Sciences Complex was constructed in the Horsebarn Hill quadrant of campus between 1965 and 1974. This complex is primarily comprised of prefabricated metal buildings that have been used as research laboratories. In 1994, an annex was constructed adjacent to the 1974 Biobehavioral Science Building #4 providing an additional 23,300 gross square feet of research space. The original project plan involved construction of a centralized facility and, upon completion, demolition of the old buildings. Based on evaluation of the complex, renovation now appears to be a more cost-effective approach than replacement. The Fiscal Year 2011 plan provided funding for building envelope repairs, mechanical system improvements, and interior room modifications. For 2012, the University is working on renovation drawings for portions of the complex to accommodate the Center for Environmental Science and Engineering (CESE) laboratory, office, and research collaboration spaces, as well as temporary offices for programs displaced by construction and renovation projects elsewhere on campus.

**Bishop Renovation**

The Merlin D. Bishop Center was completed in 1971 and houses the Center for Continuing Studies. This 36,000 square foot facility has offices and meeting rooms which are among the most heavily used on campus. A study of the mechanical systems and elevators was completed. Design for roof repair/replacement and new mechanical systems will start in early July 2011.

**Deferred Maintenance/Code/ADA Renovation Lump Sum**

The 2007 amendments to the law define the “deferred maintenance” portion of the project name as “repair of an infrastructure or structure that was not maintained, repaired or replaced in the usual course of maintenance and repair.” In general, projects fall into one or more of the following categories:

- Safety, code and ADA required improvements
- Roof and exterior repairs
- Building mechanical system improvements
- Utilities repairs and upgrades
- General building renovations
- Roads, walk and grounds
- Environmental Remediation
- Lump sum funding to supplement named project budgets to cover specified renovation/code activities

The Phase III project budget now stands at $247.7 million.

**Engineering Building**

The School of Engineering is located in several buildings, five on the main Storrs campus and four at the Depot Campus. The three oldest and least renovated buildings on the main campus
were built between 1959 and 1987 and can no longer support emerging interdisciplinary engineering programs such as bioengineering and nanotechnology. A planning study is underway to identify program components for a new building, including a new technology center to replace the aging and outdated center located in the Gant Complex. Deferred maintenance projects including code upgrades, mechanical improvements and interior renovations are ongoing in all engineering buildings.

**Equipment, Library Collections & Telecommunications**

The enhancement of the University’s infrastructure includes its instructional and scientific equipment. The equipment replacement category permits the University to replace outmoded items with state of the art laboratory devices and computers. The funding encompasses seven major categories: management information systems, computers, research equipment, instructional equipment, furnishings, operational and public safety support and library materials. Library materials are no longer purchased with UCONN 2000 funds; this expense is part of the operating budget. The total Phase III Equipment, Library Collections & Telecommunications budget is now projected at $82.6 million.

**Fine Arts Phase II**

Numerous planning and design efforts since 1991 have evaluated the needs of the School of Fine Arts. In light of the changes in these programs, the Storrs Center initiative, and the dispersal of the School of Fine Arts (SFA) facilities throughout the Storrs and Depot campuses since 1991, a revised Master Plan has assessed the condition of the current facilities, updated the program requirements of the School, and made draft recommendations to guide the use of UCONN 2000 funds at this location. The final Master Plan recommends a multi-phased approach to the expansion and renovation of the entire SFA complex. Immediate improvements are ongoing to ensure continued code compliance and upgrades to the ventilation system in the photography labs. The University is finalizing a plan to undertake renovation of mechanical, electrical, and plumbing systems, building envelope repairs, window replacement, acoustical and ADA improvements.

**Floriculture Greenhouse**

This facility is located on Route 195, south of the Towers Dormitories. Constructed in 1953, it contains 23,750 square feet of headhouse and greenhouse space. The headhouse has both classroom lab space and support space for the greenhouse. The original materials used to construct this facility require a large amount of annual maintenance given the significant impact of a greenhouse environment. This project will renovate the headhouse to provide updated mechanical infrastructure, required code improvements, and curriculum support spaces. A new research greenhouse will provide a critically needed sponsored research and curriculum support facility. Construction will commence in late May 2011 with anticipated completion in summer 2012.

**Gant Building Renovations**

This complex, which includes the Institute of Materials Science, Physics and Math buildings, was completed in the early 1970’s. The complex has a total of 238,000 square feet of space with offices, research labs, classrooms and computer facilities. The original design of the building was so flawed that the past 30 years have been an exercise in addressing those shortcomings. A
major renovation of the space is required to address the physical deterioration caused by bad design, to update the facilities and to meet changed program requirements. This would include repair of the building envelope (roofs, windows and masonry), improvement of fire alarm and fire suppression systems, and upgrade to mechanical, electrical and plumbing systems. An architecture and engineering team has been selected and the pre-planning work is underway. A new fire alarm was installed throughout the complex and roof replacement and parapet repairs to the Math Science wing was completed in 2010.

**Heating Plant Upgrade**
The University completed an expansion to the existing heating plant, a new Cogeneration system in 2006. At the time of construction, space to accommodate a future chiller and emergency generator were made should the University require additional cooling and emergency power. The addition of two new academic and classroom buildings and the desire to provide chilled water and emergency power for research purposes has caused a need to install the remaining equipment within the plant. Design for this project including replacement of condensate tanks, new drive motors for fans on boilers and upgraded burner control panels will start in fall 2011.

**Koons Hall Renovation/Addition**
Benjamin Franklin Koons Hall was constructed in 1915 and houses the Allied Health programs. It is 28,600 square feet on five levels with classrooms, offices and labs. Within the past ten years, the following construction activities were undertaken: roof repairs, masonry repointing and installation of an elevator. The building is in need of general renovation work including HVAC, lighting and utility upgrades, window and door replacements, and new interior finishes. Design for replacement windows and repair of the exterior masonry has been completed and the project released for bidding. Construction is anticipated to start in summer 2011.

**Law School Renovations/Improvements**
In May 2000 as part of a plan to undertake a renovation of the Starr building (former Law Library building), a facility program was developed for all original campus buildings: Starr Hall, Knight Hall, Hartranft Hall and Hosmer Hall.

As part of the UCONN 2000 program, a $6,000,000 renovation of Starr Hall was completed. The remaining buildings, formerly a seminary, have extraordinarily beautiful exteriors with severely outdated and cramped interior quarters; many student organization and outreach activities, as well as faculty offices, are in closet-like warrens never renovated. This project will complete the renovation of Starr Hall and the remaining campus buildings. In FY12, a project to complete exterior repairs to Starr Hall including re-pointing and repair of exterior stone facades and flashing will complete the remediation of water infiltration damage to the building.

**Manchester Hall Renovation**
Manchester Hall was constructed in 1940 and has 18,300 square feet of office and classroom space. The four-story building houses the Philosophy Department. The interior of the building is in poor condition and needs a renovation along with the following work: masonry repairs, window and door replacement, general ADA modifications along with an elevator to make all floors accessible, upgrade fire alarm system along with other code improvements, upgrade
ventilation system, replace steam heating system, replace domestic hot water system, upgrade restrooms, upgrade lighting systems, upgrade secondary electrical system, and remove asbestos. The university is currently working with a design team to specify windows and will release the project for bidding in the next several months.

Mansfield Training School Improvements
This project, in its two phases, will stabilize the facilities that comprise the former Mansfield Training School. Funding to date has been used for renovations in the Longley building (for Engineering research functions and Technology Incubator Program), the Thompson building (for Fine Arts functions), Merritt Hall (for research incubator technology programs and other administrative activities), a campus-wide high voltage electrical system, mechanical and electrical system improvements to various cottages, roof repairs and the construction of new student recreation fields. Design for renovation of Merritt Hall is ongoing and expected to start construction in fall 2011. Additional renovations, electrical improvements and demolition of uninhabitable buildings will be included in later years of the program.

North Hillside Road Completion
This project provides for the extension of Hillside Road by 5,300 lineal feet to Route 44. The project also provides for related utilities including gas, electrical, water, sewer and telecommunications to the new extension. The project will enhance access to the Storrs campus directly from Route 44 and provide sorely needed relief from traffic congestion on Route 195. Additionally, both the road and accompanying utilities will permit future development of this important area. The North Campus is envisioned as the primary area of expansion for the main campus, permitting new University buildings, residential capacity, public/private partnerships (including incubator space) and other initiatives. The Town of Mansfield is supportive of the project. UCONN 2000 funds will be augmented by $6.1 million in federal funds for this project. This project is expected to move forward when the University has completed the necessary environmental assessment for the project in late fall 2011.

Old Central Warehouse
The Old Central Warehouse is a three-story, 48,000 square foot facility built in 1957 located in the Technology Quadrant of the University adjacent to Chemistry, Biology/Pharmacy and BioPhysics. Due to a non-flexible structural system unable to accommodate academic needs, we have determined that the best course of action is to demolish it. This will be the future site of the new Engineering Building.

Psychology Building Renovation/Addition
The Weston A. Bousfield Psychology Building contains 87,000 square feet and was constructed in 1974. Its three levels contain offices, classrooms, research laboratories and animal care facilities. Previously, in the UCONN 2000 program, the animal care facilities were renovated and roofs and plazas re-built. The programs of the Psychology Department are in increasingly high demand; with expanded enrollment and rapidly increasing research activity. An addition and selected renovations to the building are essential. A team of architects and engineers has completed design and started construction drawings. Selection of the Construction Manager at Risk is in process. Construction is estimated to start at completion of the new East Departmental and Classroom building.
Residential Life Facilities
This named project represents the overarching authorization to undertake activities to provide housing and dining facilities for the University’s students. Although the quantity and the diversity of campus living arrangements were expanded under the first two phases of UCONN 2000, much remains to be done. Some renovations of the older dormitories, with code improvements and sprinkler installations, were accomplished. However, a number of the older facilities still await renovation. This project provides funds for renovation and construction activity as deemed appropriate by the Board of Trustees. Multiple projects are underway for the replacement of elevators, windows and roofs in various residential facilities. In FY12, Residential Life intends to undertake upgrades to various boiler rooms throughout dormitories across campus and undertake bathroom improvements in the West Campus complex.

Storrs Hall Addition
The School of Nursing is housed in the 35,000 square foot Storrs Hall completed in circa 1908 and a 4,000 square foot modular building. Earlier in the UCONN 2000 program, Storrs Hall underwent some renovation. This project provides for an addition to Storrs Hall to accommodate offices, classrooms and clinical simulation laboratories, as well as building envelope repairs and renovations for faculty offices in Storrs Hall. The university broke ground after receiving bids in late spring 2011 and anticipates completion in summer 2012.

Torrey Renovation Completion & Biology Expansion
This project was a replacement facility for the programs in the George Safford Torrey Life Sciences Building. It was to include new research and teaching laboratories, classrooms and offices for various biology programs. Due to ongoing planning efforts, the project budget has been revised to reflect program needs for other new buildings. Due to limited funding, planning activities will analyze the building’s potential for renovation and a modest research addition.

West Hartford Campus Renovations/Improvements
The majority of these funds will be used to support major renovations/additions in keeping with the Master Plan for the campus. The major buildings on the West Hartford campus are: Library Building (67,700 square feet of space), School of Social Work (34,000 square feet of space) and the Undergraduate Building (67,400 square feet of space). These buildings were constructed in 1964, 1968 and 1971 respectively. Virtually no renovation or expansion has taken place in the intervening decades. In order for the buildings to meet their functional needs for the twenty-first century renovations/improvements are needed on all buildings. The renovations are being phased over several years. Roof replacement of the Library and Undergraduate Buildings, a new chemistry laboratory, exterior repairs to the School of Social Work building and sidewalk/parking/ADA upgrades are complete. Other projects include boiler replacement in the Library Building, phased campus wide electrical upgrades, renovation of student union lounge and offices and road replacement and repair. Over the course of the next year, new air conditioning will be added in the School of Social Work and Trekker Library as well as exterior façade upgrades to campus buildings.
Young Building Renovation/Addition
This building was constructed in 1953 and has 71,937 square feet of office, classroom and lab spaces. The occupant of the building is the College of Agriculture and Natural Resources. This building, because of its lab needs and generally poor condition of all its systems, was slated for a full renovation and an addition should space needs require. The renovation work is the first order of business, with the project scope including replacement of windows, repointing of masonry, restroom renovations, and upgrading of mechanical systems (including laboratory ventilation). An architecture and engineering team is working on design drawings and specifications. Selection of a Construction Manager at Risk is complete.

Health Center

Deferred Maintenance/Code/ADA Renovation Lump Sum
The 2007 amendments to the law define the “deferred maintenance” part of the project name as “repair of an infrastructure or structure that was not maintained, repaired or replaced in the usual course of maintenance and repair.” In general, projects fall into one or more of the following categories:

- Roof and exterior repairs
- Safety, code and ADA required improvements
- Building mechanical system improvements
- Utilities repair and upgrades
- Minor renovations
- Roads, walks and grounds improvements

The twelve-year project total is $45.4 million. The re-roofing of the Academic Building (Building A) will proceed into construction this summer along with limited work for the Main Building exterior façade caulking. Design for the chiller plant upgrades and fire alarm system upgrades are proceeding.

Dental School Renovation
The School of Dental Medicine has facilities in the “C”, “L” and “A” Buildings totaling 103,118 square feet. Most of these areas remain the same as when they were originally constructed in 1975 and are in need of major renovations to bring the facilities in line with current code and accreditation standards. The renovations will be accomplished in phases and will be guided by a detailed planning study for the School of Dental Medicine.

Construction for the first phase of this project, the Pre-Clinical Teaching Lab renovations, is complete. This project relocated and expanded the teaching space and incorporated a teaching simulation center into the Dental School’s teaching labs. Remaining funds will be used for the planning and construction of Dental school teaching clinic renovations.
**Equipment, Library Collections & Telecommunications**
These funds support the Health Center’s equipment, library collections and telecommunications infrastructure. More specifically, the project line covers computers, management information systems, research equipment, instructional equipment, furnishings, and operational and public safety support and library materials. Outmoded items must be replaced with equipment that is necessary to support research and instructional activities, maintain building compliance, conserve energy and provide a safe environment for the students, staff, and those who use Health Center services. The twelve-year project total is $63.6 million.

**Main Building Renovation**
The Health Center’s main building includes access areas used by the general public as well as research, academic and clinical space. The focus of this renovation is the building’s research facility, major building systems and public areas. The facility consists of seven floors, which house over 200 research labs and support space, and four floors of mixed use that include classrooms, student support spaces, operations support and mechanical spaces. Over the life of the building, no substantial renovations or upgrades have been undertaken.

An early phase of this project, the Clinical Skills Renovation, was completed in December 2007. This project renovated a portion of the Main Building to allow for the relocation and expansion of the Clinical Skills teaching program. The expanded program includes the use of a life-size programmable mannequin with a computerized graphical user interface used to teach clinical and decision making skills during realistic patient care scenarios.

The next phase of the Main Building renovation focuses on the Health Center’s largest research facility, the “L” (LAB) building, which houses over 200,000 square feet of research labs and support space. The goal of the project is the phased replacement of the building heating and air conditioning, electrical, and plumbing systems and renovations to the lab spaces across seven floors of the building.

The Design Development phase is 60% complete. The scope of work for the renovation includes renovation to approximately 50% of space on floors 1-7 in the L building space. The renovations will be completed in 3 phases over several years. The first phase of the work is scheduled to begin in the spring of 2012.

**UCHC New Construction and Renovation**
This project will construct a new 169 patient bed tower as an addition to the existing John Dempsey Hospital (JDH). The addition will include 10-12 new operating rooms and an expanded Emergency Department. The renovation work will relocate the Clinical Lab and the Clinical Pharmacy spaces and will replace or refurbish the mechanical and electrical infrastructure for much of the existing JDH space. The existing JDH building lacks the capacity to accommodate evolving standards of care, new technologies and patient/provider expectations. Since construction completion in 1972, JDH’s physical plant infrastructure, including mechanical, electrical, plumbing, HVAC and fire alarm systems and telecommunication cabling, has never been substantially renovated. The addition and renovation will provide a new state of the art platform, including robust information technology systems and new essential medical
equipment, for the delivery of healthcare and the education of the State’s medical and dental students.

The architect joint venture firm, Stephian Bradley Architects (SBA)/HKS, began planning and programming in October and completed this phase of design in March 2011. The Construction Manager (CM) selection is complete and Turner Construction is under contract to provide the CM services. Schematic Design work began in May and will be completed in August 2011.
UCONN 2000 Year 17
Proposed FY 2012 Authorized Projects

**Storrs & Regional Campuses**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Phase III Funding</th>
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</thead>
<tbody>
<tr>
<td>Arjona &amp; Monteith (new classroom buildings)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Avery Point Campus Undergraduate &amp; Library Building</td>
<td>$5,600,000</td>
</tr>
<tr>
<td>Beach Hall Renovations</td>
<td>$2,000,000</td>
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<tr>
<td>Biobehavioral Complex Replacement</td>
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<td>Engineering Building</td>
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<td>Floriculture Greenhouse</td>
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<tr>
<td>Gant Building Renovations</td>
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<tr>
<td>Heating Plant Upgrade</td>
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<td>Law School Renovations/Improvements</td>
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<td>Manchester Hall Renovation</td>
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<tr>
<td>Mansfield Training School Improvements</td>
<td>$500,000</td>
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<td>North Hillside Road Completion</td>
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<td>Old Central Warehouse</td>
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<td>Young Building Renovation/Addition</td>
<td>$6,655,000</td>
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Subtotal of Storrs & Regional Campuses  $82,500,000

**Health Center**

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<th>Project Name</th>
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<td>UCHC New Construction and Renovation</td>
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Subtotal of Health Center $74,700,000

**Grand Total FY 2012** $157,200,000

BOT 6/23/11
## UCONN 2000 Year 17
### Funding Analysis of Proposed Projects

### Storrs & Regional Campuses

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Phase III Previous Authorizations</th>
<th>FY12 Amount</th>
<th>Phase III Remaining Balance</th>
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<td>Arjona &amp; Monteith (new classroom buildings)</td>
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Subtotal of Storrs & Regional Campuses $82,500,000

### Health Center

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Previous Authorizations</th>
<th>FY12 Amount</th>
<th>Remaining Balance</th>
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Subtotal of Health Center $74,700,000

**Grand Total FY 2012** $157,200,000
University of Connecticut
Storrs & Regional Campuses
FY12 Deferred Maintenance/Code/ADA Renovation Lump Sum Projects

**Deferred Maintenance - Buildings**
- Roof Repairs South Campus Entry Way (Snow and Ice Damage) $100,000
- Chemistry Building Skylight 100,000
- Central Warehouse Roof Snow Guards 81,000
- Bio Physics (Seating Replacements) 100,000
- Museum of Natural History Exterior Repairs 250,000
- Fieldhouse Roof Repair (Guyer Gym) 150,000
- Towers Fresh Air 170,000
- Atwater Window & Façade (901357)-Design 300,000
- Atwater Finish Roofs; Façade 350,000
- Paint and Reside Four (4) Small Cottages 100,000
- Athletics Mechanical System Replacements-Design 400,000

Subtotal $2,101,000

**Deferred Maintenance - Infrastructure**
- Sewer Replacement Storrs Road Pump Station-Design $400,000
- Whetten CW Underground Pipe 50,000
- Schenker UG HW Pipe 75,000
- Replacement Transmission Main Willi to High Head-Design 400,000
- Install Replacement Steam/Condensate Piping Storrs Hall-Wilbur Cross 150,000
- Putnam Hall Switchgear and Transformer Upgrade-Design 25,000
- Glenbrook Road and Sidewalk Replacement-Design 30,000

Subtotal $1,130,000

**Code / ADA**
- Misc. Asbestos/Mold/Lead Abatement Allowance $205,079
- North Campus Solid Waste Consent Order 50,000

Subtotal $255,079

**Renovation and Lump Sum Projects**
- UITS Data Center Gant-Design $400,000

Subtotal $400,000

**Total Project Allocations** $3,886,079
- Emergency / Reserve 400,000

**Total** $4,286,079
University of Connecticut Health Center
FY12 Deferred Maintenance/Code/ADA Renovation Lump Sum Projects

Deferred Maintenance - Buildings

Deferred Maintenance - Infrastructure
Chiller Plant Replacement $ 2,700,000

Code/ADA

Renovation and Lump Sum Projects

Total Project Allocations $ 2,700,000
Emergency / Reserve 300,000
Total $ 3,000,000
June 23, 2011

TO: Members of the Board of Trustees

FROM Barry M. Haltom
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Fiscal Year 2012 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 FY12 in the total amount of $4,286,079 for the Storrs-based program and $3,000,000 for the Health Center.

BACKGROUND:

The attached FY12 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 13, 2011 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 budget.

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. The total cost of the FY12 project list will not exceed the $4,286,079 authorization for Storrs or $3,000,000 for the Health Center.

The proposed lists for FY12 are attached for your consideration and approval.

Attachment
## FY12 Deferred Maintenance/Code/ADA Renovation Lump Sum Projects

### Deferred Maintenance - Buildings
- Roof Repairs South Campus Entry Way (Snow and Ice Damage) $100,000
- Chemistry Building Skylight 100,000
- Central Warehouse Roof Snow Guards 81,000
- Bio Physics (Seating Replacements) 100,000
- Museum of Natural History Exterior Repairs 250,000
- Fieldhouse Roof Repair (Guyer Gym) 150,000
- Towers Fresh Air 170,000
- Atwater Window & Façade (901357)-Design 300,000
- Atwater Finish Roofs; Façade 350,000
- Paint and Reside Four (4) Small Cottages 100,000
- Athletics Mechanical System Replacements-Design 400,000

**Subtotal** $2,101,000

### Deferred Maintenance - Infrastructure
- Sewer Replacement Storrs Road Pump Station-Design $400,000
- Whetten CW Underground Pipe 50,000
- Schenker UG HW Pipe 75,000
- Replacement Transmission Main Willi to High Head-Design 400,000
- Install Replacement Steam/Condensate Piping Storrs Hall-Wilbur Cross 150,000
- Putnam Hall Switchgear and Transformer Upgrade-Design 25,000
- Glenbrook Road and Sidewalk Replacement-Design 30,000

**Subtotal** $1,130,000

### Code / ADA
- Misc. Asbestos/Mold/Lead Abatement Allowance $205,079
- North Campus Solid Waste Consent Order 50,000

**Subtotal** $255,079

### Renovation and Lump Sum Projects
- UITS Data Center Gant-Design $400,000

**Subtotal** $400,000

**Total Project Allocations** $3,886,079
**Emergency / Reserve** 400,000
**Total** $4,286,079
University of Connecticut Health Center
FY12 Deferred Maintenance/Code/ADA Renovation Lump Sum Projects

Deferred Maintenance - Buildings

Deferred Maintenance - Infrastructure
Chiller Plant Replacement $ 2,700,000

Code/ADA

Renovation and Lump Sum Projects

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<tr>
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<th>Amount</th>
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<tr>
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<td>$ 300,000</td>
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<tr>
<td>Total</td>
<td>$ 3,000,000</td>
</tr>
</tbody>
</table>

BOT 6/23/11
June 23, 2011

TO: Members of the Board of Trustees

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

Barry M. Leonetti  
Vice President and Chief Operating Officer

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

RECOMMENDATION:

That the Board of Trustees approve the Seventeenth 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 $157,200,000, plus costs of issuance plus $138,800,000 carried forward from the Sixteenth 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 Seventeenth Supplemental Indenture authorizes the issuance of bonds in the maximum amount of $157,200,000, plus costs of issuance plus $138,800,000 carried forward from the Sixteenth Supplemental Indenture, to finance Fiscal Year 2011-2012 Phase III projects, which include projects at Storrs, the regional campuses and the UConn Health Center.
The Seventeenth 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 Seventeenth Supplemental Indenture lists the UCONN 2000 projects that may be financed by the bonds (excluding the projects financed by the carry forward amounts).

This recommendation, if approved, will serve as the Board of Trustees’ resolution for approval of the Seventeenth 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

________________________________________
SEVENTEENTH SUPPLEMENTAL INDENTURE

AUTHORIZING

THE UNIVERSITY OF CONNECTICUT
GENERAL OBLIGATION BONDS

(Secured by the State Debt Service Commitment)

________________________________________

Dated as of _______________________.
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SEVENTEENTH 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. Seventeenth Supplemental Indenture. This Seventeenth 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 Seventeenth Supplemental Indenture as such
terms are given in such Article I except that, as used in this Seventeenth 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 Seventeenth Supplemental
Indenture.

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

“Seventeenth Supplemental Indenture” means this Seventeenth 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 Seventeenth Supplemental Indenture.** This Seventeenth 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 2011-2012 Bonds, Maximum Amount, Delegation, Designation and Pledge.** Bonds for Fiscal Year ending June 30, 2012 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 $157,200,000 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.

The amount of $138,800,000 authorized to be issued under the Sixteenth Supplemental Indenture approved on June 10, 2010, as amended is carried forward to Fiscal Year 2011-2012 in accordance with the Act.

The exact amount of the Bonds to be issued under this Seventeenth 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 $157,200,000 (plus Costs of Issuance and any carry forward amounts). The amount of the balance of Bonds herein authorized for Fiscal Year ending 2012 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 Vice-President 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 Vice-President 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 Seventeenth Supplemental Indenture, the Authorized Officer for Sale Purposes is hereby authorized to make such changes, insertions, deletions or provisions to the Seventeenth Supplemental Indenture, not materially inconsistent with the intent of the provisions of the Seventeenth 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 Seventeenth 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 $157,200,000. 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 Seventeenth 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 Seventeenth 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 Vice President and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of ________________.

By: ________________________________
   Name:
   Title:
<table>
<thead>
<tr>
<th>UCONN 2000 Projects*</th>
<th>UCONN 2000 Phase III</th>
<th>Fiscal Year 2011-2012</th>
<th>UCONN 2000 Phase III</th>
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<td>Total ($)</td>
<td>Bond Authorization</td>
<td>Prior D.S.C. Bond</td>
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<td>Needed - D.S.C.</td>
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<td>Authorization</td>
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<td>Bonds**</td>
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<tr>
<td>Storrs and Regional Campuses</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Arjona and Monteith (new classroom buildings)</td>
<td>$121,000,000</td>
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<td>Avery Point Campus Undergraduate and Library Building</td>
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<td>Engineering Building (with Environmental Research Institute)</td>
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<td>Equipment, Library Collections &amp; Telecommunications</td>
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<td>13,226,921</td>
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<td>Fine Arts Phase II</td>
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<td>500,000</td>
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<td>1,500,000.00</td>
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<td>Residential Life Facilities</td>
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<td>1,800,000.00</td>
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<td>Storrs Hall Addition</td>
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<td>8,585,000</td>
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<td>West Hartford Campus Renovations/Improvements</td>
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<td>Young Building Renovation/Addition</td>
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<td><strong>Subtotal - Storrs and Regional Campuses</strong></td>
<td></td>
<td></td>
<td><strong>$82,500,000</strong></td>
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</table>
### Health Center

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Deferred Maintenance/Code/ADA Renovation Sum — Health Center</td>
<td>45,434,150</td>
<td>3,000,000</td>
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<td>Dental School Renovation</td>
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<td>500,000</td>
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<td>Equipment, Library Collections &amp; Telecommunications — Health Center</td>
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<td>Main Building Renovation</td>
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<td>The University of Connecticut Health Center New Construction and Renovation</td>
<td>387,666,000</td>
<td>54,700,000</td>
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<tr>
<td>Subtotal — Health Center</td>
<td></td>
<td></td>
<td><strong>$74,700,000</strong></td>
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</tbody>
</table>

**Total Fiscal Year 2011-2012 Bond Authorization** **$157,200,000**

*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 Seventeenth Supplemental Indenture on June 23, 2011.

(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.
June 23, 2011

TO: Members of the Board of Trustees

FROM: Peter J. Nicholls
        Provost and Executive Vice President for Academic Affairs

        Richard D. Gray
        Vice President and Chief Financial Officer

RE: Fiscal Year 2012 Institutional Fees for the University of Connecticut, Storrs and Regional Campuses

RECOMMENDATION:

That the Board of Trustees approve a new Institutional Fee for Fiscal Year 2012: a Program Specific Fee for Master of Science in Business Analytics and Project Management (MSBAPM).

BACKGROUND:

The University has an established student fee review process that categorizes the fees as follows: (1.) Institutional Fees, which require central administrative approval, such as Tuition, Room, Board, Infrastructure Maintenance Fee and self-supporting programs; (2.) Academic Materials Fees, which are for consumables and instructional materials that are specific to a particular course or major; and (3.) Student Fees, which include the General University Fee and student activity and service fees. Senior Management charged permanent committees with promoting a fee structure for the academic and student fees that supports excellence, provides comprehensive procedures, and is uniform without sacrificing efficiency and flexibility.

Institutional Fees are proposed by the University leadership as the budgets for these fees are largely driven by what it takes to run the operation. Please note that this Program Specific Fee is a non-mandatory fee assessed only to those students enrolled in the program.

<table>
<thead>
<tr>
<th>Program Specific Fee</th>
<th>FY11 ACTUAL</th>
<th>FY12 PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master of Science in Business Analytics</td>
<td>$0</td>
<td>$680/per credit</td>
</tr>
<tr>
<td>and Project Management</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See attached summary proposal.
University of Connecticut  
School of Business  
Master of Science in Business Analytics and Project Management (MSBAPM)  
Fiscal Year 2012

I. Proposed Action

A. Description of Fee: The School of Business Master of Science in Business Analytics and Project Management (MSBAPM) Program is a new program that was approved by the State of Connecticut Department of Higher Education in March 2011. The program is scheduled to start at the downtown Hartford Campus this Fall 2011. The fee structure for MSBAPM is the same as the part-time MBA program where the students do not pay tuition as they pay a per-credit fee. MSBAPM is a 33 credit program and at the proposed program fee of $680 per credit, the total student cost of the program is $22,440. The comprehensive per credit program fee includes the Graduate Matriculation Fee (GMF) and the Infrastructure Maintenance Fee (IMF).

B. Basis for Requested Fee: Many of the courses in MSBAPM may also be taken by MBA students. The requested fee structure ensures that all students pay a uniform ‘per seat’ price.

C. Students Affected: We are anticipating 15 students in the initial Fall 2011/Spring 2012 semesters. This fee will apply to all the students enrolled in the program. Most of these students will be professionals that are employed full-time. Some students would be reimbursed by their employer for their educational costs.

D. Proposed Date of this Fee: The proposed date for implementing the fee is Fall 2011.

II. Analysis

A. Fiscal Need for the Fee: The total comprehensive fee per credit is $680 which includes the GMF of $42 per semester and IMF of approximately $56 per course.

The University of Connecticut School of Business was recently re-accredited by AACSB International (Association to Advance Collegiate Schools of Business), the hallmark of academic excellence among business schools. AACSB accreditation is a distinction earned by fewer than 15% of business schools worldwide, and one that UConn has proudly held since 1958. The UConn School of Business also ranks among the nation’s top 45 business schools (top 30 public) according to Business Week; 27th by Forbes for return on investment; and 52nd (26th among publics) according to U.S. News & World Report’s “America’s Best Graduate Schools” for 2009. MSBAPM’s home department, Department of Operations and Information Management (OPIM), is consistently ranked among the best in research and graduate education.

B. Impact Statement: The MSBAPM Program is designed to be self-supporting. The revenues generated should be sufficient to support the program’s operations, as well as the School of Business’s critical initiatives, which are essential to maintaining and enhancing our success. Additionally, the program contributes to the cost of university-wide central services.

C. Comparative Student Costs: There is no program that is directly comparable to the MSBAPM program. However, there are several programs in Information Technology that are significantly more expensive than the proposed MSBAPM program. ‘High value at a reasonable cost’ is an important selling point of this program.
University of Connecticut
Office of the Vice President and
Chief Financial Officer

June 23, 2011

TO: Members of the Board of Trustees
FROM: Peter J. Nicholls
Provost and Executive Vice President for Academic Affairs
Richard D. Gray
Vice President and Chief Financial Officer

RE: Fiscal Year 2012 Academic Materials Fees for the University of Connecticut,
Storrs and Regional Campuses

RECOMMENDATION:

That the Board of Trustees approve a technical adjustment to one Academic Material Fee for
Fiscal Year 2012 consisting of a change to the malpractice insurance course fee from a range of
$12-$17 to an amount not to exceed $17.

BACKGROUND:

The University has an established student fee review process that categorizes the fees as follows:
(1.) Institutional Fees, which require central administrative approval, such as Tuition, Room,
Board, Infrastructure Maintenance Fee and self-supporting programs; (2.) Academic Materials
Fees, which are for consumables and instructional materials that are specific to a particular
course or major; and (3.) Student Fees, which include the General University Fee and student
activity and service fees. Senior Management charged permanent committees with promoting a
fee structure for the academic and student fees that supports excellence, provides comprehensive
procedures, and is uniform without sacrificing efficiency and flexibility. The committees are
comprised of students, faculty, and administrative representatives. This fee proposal was
presented to and approved by the Vice President and Chief Financial Officer and the Provost and
Executive Vice President for Academic Affairs.

<table>
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<tr>
<th>Course Fee</th>
<th>FY11</th>
<th>FY12</th>
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<tbody>
<tr>
<td>Malpractice Insurance Fee</td>
<td>ACTUAL</td>
<td>PROPOSED</td>
</tr>
<tr>
<td>$12-$17</td>
<td>an amount not to exceed $17</td>
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</table>

See attached summary recommendation from the Academic Materials Fees Committee.
University of Connecticut (Storrs and Regional Campuses)
Academic Materials Fees Committee

The Academic Materials Fees Committee has reviewed and by consensus, endorsed the following recommendation for FY 2012. On behalf of the Committee, the following recommendation is forwarded for your consideration.

Course Fee

Malpractice Insurance
Recommendation: Change from a range of $12 to $17 to an amount not to exceed $17 for all clinical courses. The fee covers the student for the whole fiscal year and is paid when the student enrolls in the first clinical course in the fiscal year.
Purpose: To cover the cost of malpractice insurance associated with courses requiring a clinical placement.
Justification: The cost per student is based on how many students within the entire State system are listed on the policy. The policy is purchased by the State Insurance and Risk Management Board for all State agencies (e.g. UConn, MCC, Central, Eastern, etc.). Currently, the amount is $9 per year but this can change for the reason stated above. The recommendation is for the fee to be a course fee for an amount not to exceed $17 instead of a range from $12 to $17. In the past few years, the rate has been $9 per student which is less than the currently approved range.
June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Helman
Vice President and Chief Operating Officer

Richard Gray
Vice President and Chief Financial Officer

RE: Project Budget for Technology Quadrant Phase III
(Planning: $172,500,000)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget of $172,500,000 for the Technology Quadrant Phase III project.

BACKGROUND:

Over the past 15 years, the University of Connecticut (UConn) has built strong industry-university relationships by focusing on technology that supports business growth. Additionally UConn has achieved strong academic success by recruiting outstanding research faculty, doubling research grants, increasing technology transfer activities and increasing the size, strength and diversity of its undergraduate and graduate student body.

The proposed world class Innovation Partnership Building will offer shared laboratories with highly specialized instrumentation and equipment for use by industry scientists and business entrepreneurs as they work side-by-side with University of Connecticut researchers. With state-of-the-art technology we will be able to transform research advances into commercially applicable products in areas identified in the 2006 Battelle Study. Technology supported in the Innovation Partnership Building will include product development, information systems, and biomedical engineering. Components of the proposed building include “Class 1000/100” clean rooms and bio-nanofabrication facility, lithography and thin-film deposition equipment, Transmission Electron and Scanning Electron Microscopes, Scanning Tunneling and Atomic Force Microscopes, and a High Performance Computer.
The initial facility will be a 125,000 square foot multi-story research building comprised primarily of large, flexible-use laboratories containing specialized equipment for collaborative research. In addition, the building will provide space for business incubators, private space for use by individual companies and office space. The building will be designed to conform to LEED and the State’s High Performance Building Energy requirements.

The University’s “Outlying Parcels Master Plan,” approved by the Board of Trustees, provides a template for development of a technology park located between the northern part of campus (“North Campus”) and Routes 44 and 195 in Mansfield. The University’s North Hillside Road project provides the physical connection between a terminus of Hillside Road (adjacent to the Charter Oak Apartment complex) and Route 44, designed – in response to a State Traffic Commission mandate – to reduce University-generated traffic along Route 195.

Completion of the road will allow the development of up to 1.4 million square feet of research, technology and academic space, consistent with the University’s long-range Master Plan. The roadway project is funded by federal and UCONN 2000, and will include a 4,000 linear foot long two-lane road with underground utilities for potable and reclaimed water, sanitary sewer, storm drainage, telecommunications, primary electrical and natural gas, street lighting, and code blue emergency telephones. A bituminous pedestrian sidewalk and a bicycle lane are included in the project.

Under the condition of the State Traffic Commission permit, to complete the road, the University needs to acquire an easement over privately owned property at the intersection of the new road and Route 44. Funds to cover the easement acquisition and costs associated with individual site development, including extension of underground utilities, storm water management, parking, low impact design measures and site lighting are included in the overall project budget. The project will permit the University and the Town of Mansfield to increase the existing water supply to develop the UConn Tech Park and to redevelop adjacent commercial and residential areas.

The Planning Budget is attached for your consideration and approval.

Attachment
**CAPITAL PROJECT BUDGET REPORTING FORM**

**TYPE BUDGET:** PLANNING

**PROJECT NAME:** TECHNOLOGY QUADRANT - PHASE III

<table>
<thead>
<tr>
<th><strong>BUDGETED EXPENDITURES</strong></th>
<th><strong>PROPOSED PLANNING</strong></th>
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**SOURCE(S) OF FUNDING**

| **STATE GENERAL OBLIGATION BONDS**         | **$ 172,500,000**     |

**TOTAL BUDGETED FUNDING**

| **$ 172,500,000** |

*BOT 6.23.11 901661, 901662*
Proposed UConn Technology Park

Preferred Site for Innovation Partnership Building

Charter Oak Apts.

Proposed Roadway Extension

Route 44
June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Feilman
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) CT Simulator, High Dose Radiation (HDR) Renovations (Planning: $2,250,000)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget in the amount of $2,250,000 for the UCHC CT Simulator, High Dose Radiation (HDR) renovations.

BACKGROUND:

UCHC proposes to purchase new CT simulator equipment to replace the 20 year old outdated simulator which does not have CT capabilities. To house this equipment, 750 square feet of space in the Radiation Oncology Department (located on the ground floor of the Clinic (C) Building) will be renovated. The renovation includes the installation of lead shielding for the HDR equipment, new medical gases, upgraded HVAC and electrical services and new finishes.

This project will enhance patient care by providing diagnostic imagining and high dose rate radiation treatment within the same treatment room instead of the current practice that requires patients to be moved to three different locations within the institution to provide these treatments.

The Planning Budget reflects the estimate prepared by the consulting architect and is attached for your consideration and approval. This project budget will be reviewed and is anticipated to be approved at the UCHC Board of Directors Finance Subcommittee and the UCHC Board of Directors at their respective meetings on June 13, 2011. Approval will allow the design process to proceed. The budget may require adjustment based upon actual design work.
CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

PROJECT NAME: UCHC CT SIMULATOR-HIGH DOSE RADIATION (HDR) RENOVATIONS

BUDGETED EXPENDITURES

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SOURCE(S) OF FUNDING

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TOTAL BUDGETED FUNDING

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<tr>
<td><strong>$ 2,250,000</strong></td>
</tr>
</tbody>
</table>
June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry Goldman
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) Dental School Renovation; Grasso Phase III – 24/7 Student Lab (Planning: 485,000)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget of $485,000 for the UCHC Dental School Renovation; Grasso Phase III - 24/7 Lab.

BACKGROUND:

This project proposes to renovate approximately 3,000 square feet of existing Dental School space in the Main Building. This third phase of the Grasso project will utilize the space that was made available by the completed Phase I work which created the Dental Arts Lab and the Phase II work that created the Grasso Simulation Lab. The Phase III project is the final phase of this series of renovations.

The renovated space, adjacent to the Dental Clinical Research Center, will meet the dental students need for a 24/7 open-access support area during their clinical practicum (DMD Year 3 and Year 4). A similar facility existed and was termed the “Random Access Lab/Student Home Base”. This function was displaced by the Phase I work. Now that Phases I and II are complete, this 24/7 facility can be recreated as planned.

The students require an area to complete day-to-day, routine dental lab work for patients under their care in the SDM Clinics; as a call room and general support area for other clinical activities; and to further develop and refine the psychomotor skills sets demonstrated in the Simulation Laboratory which will have restricted, scheduled access. The Student 24/7 Lab will be available to students during regular clinic hours and at night and on weekends with key card entry.

An Equal Opportunity Employer

352 Mansfield Road Unit 2122
Sorrs, Connecticut 06269-2122

Telephone: (860) 486-3455
Facsimile: (860) 486-1070
The Planning Budget reflects the initial conceptual budget estimate prepared by Facilities Development and Operations and is attached for your consideration and approval. This project budget will be reviewed and is anticipated to be approved at the UCHC Board of Directors Finance Subcommittee and the UCHC Board of Directors at their respective meetings on June 13, 2011. Your approval will allow the project to proceed into Design. The budget may require adjustment based upon actual design work.

Attachment
# CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** PLANNING

**PROJECT NAME:** DENTAL SCHOOL RENOVATION: GRASSO PHASE III - 24/7 STUDENT LAB

**PROPOSED PLANNING**

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**SUBTOTAL**

$ 412,000

**PROJECT CONTINGENCY**

$ 73,000

**TOTAL BUDGETED EXPENDITURES**

$ 485,000

**SOURCE(S) OF FUNDING**

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<tbody>
<tr>
<td></td>
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**TOTAL BUDGETED FUNDING**

$ 485,000

*BOT 6.23.11*
University of Connecticut
Office of the Vice President and Chief Financial Officer

June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Nathan
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) Fire Alarm System Upgrades (Planning: $706,000)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget of $706,000 for the UCHC fire alarm system upgrades.

BACKGROUND:

This project provides for upgrade to the Simplex fire alarm system in the UCHC Main Building. The upgraded system will provide increased functionality for the system including location specific messaging capability and fire event location information. These features increase the safety of building occupants and fire responders by providing event specific information.

The Planning Budget reflects the initial conceptual budget estimate prepared by Simplex and is attached for your consideration and approval. This project budget will be reviewed and is anticipated to be approved at the UCHC Board of Directors Finance subcommittee and the full UCHC Board of Directors at their respective meetings on June 13, 2011. Approval will allow the project to proceed into Design. The budget may require adjustment based upon actual design work.

Attachment
## CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** PLANNING  
**PROJECT NAME:** UCHC FIRE ALARM SYSTEM UPGRADES  
**PROPOSED PLANNING**  
**6/23/2011**

### BUDGETED EXPENDITURES

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</table>
June 23, 2011

TO: Members of the Board of Trustees

FROM: Harry McFallman
Vice President and Chief Operating Officer
Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for McMahon Dining Hall Renovations
(Revised Planning: $7,810,000)

RECOMMENDATION:

That the Board of Trustees approve the Revised Planning Budget in the amount of $7,810,000 for the planning, design and construction of the renovations and addition to McMahon Dining Hall and authorize the purchase and installation of the exterior chiller in advance of the Final Budget approval.

BACKGROUND:

The McMahon Dining Hall is a 300 seat dining hall housed within a 194,000 square foot McMahon dormitory complex built in 1964.

These renovations will provide an extensive upgrade to a market place theme bringing display cooking and finishing of food items to the seating area. The seating area will be increased to 500 from the current 300 seats. Mechanical, electrical and fire protection systems will be replaced and updated. All finishes will be improved to provide a modern and attractive appearance. This estimate was based on a well developed preliminary concept prepared by consultant to Dining Services.

The existing exterior 100 ton chiller unit is currently not in operation and is beyond its useful life. This renovation project includes a new 130 ton chiller to meet the supply and demand of the facility. While it would only cost $75,000 to repair the existing chiller to get through the next year, a better option would be to avoid the repair cost and replace this defunct chiller with the appropriately sized chiller that will serve the needs of the existing facility and the upcoming renovation at a cost of approximately $315,000. We
are requesting approval for this purchase and installation in advance of the Final Budget so that the new chiller will be in operation prior to the start of the fall semester. The balance of this project will follow the normal “three stage” budget approval process.

This Revised Planning Budget is attached for your consideration and approval.

Attachment
# CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** REvised Planning

**PROJECT NAME:** MCMAHON DINING HALL RENOVATIONS

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<td><strong>$ 7,810,000</strong></td>
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**SOURCE(S) OF FUNDING**

| DEPARTMENTAL FUNDS                                        | $ 7,810,000                  | $ 7,810,000                         |
| **TOTAL BUDGETED FUNDING**                                | **$ 7,810,000**              | **$ 7,810,000**                     |
June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Fedigan
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) Cage Processing Facility Renovations (Design: $9,340,000)

RECOMMENDATION:

That the Board of Trustees approve the Design Budget in the amount of $9,340,000 for the UCHC Cage Processing Facility Renovations.

BACKGROUND:

Supported by funding from a NIH grant, this project will renovate 15,480 square feet of space for the animal Cage Processing Facility (CPF) and surgical suite. These core facilities, within the UCHC Center for Comparative Medicine (CCM, formerly known as CLAC), support 136 funded investigators conducting 253 active research studies. The work will consolidate and modernize the cage processing and autoclave facilities, properly configuring the operating room, and creating a more efficient, cleaner and safer environment for the staff.

The equipment presently used in CCM’s core facilities is 10-40 years old, is energy inefficient and is in constant need of repair. The project will replace the following equipment in the CPF: bulk autoclaves, tunnel, cage and rack washers and a vacuum bedding removal and automated bedding dispensing system. These proposed renovations and equipment purchases will significantly improve overall operational efficiencies in CCM and will correct problematic working conditions and ergonomic issues for the staff in the CPF, while employing sustainable technologies to reduce water and energy consumption.
Funding in the amount of $7,937,037 is designated in the grant award and the balance of funds will be from UCHC capital funds.

The Design Budget reflects the estimate prepared by the consulting architect and is attached for your consideration and approval. This project budget will be reviewed and is anticipated to be approved at the UCHC Board of Directors Finance Subcommittee and the UCHC Board of Directors at their respective meetings on June 13, 2011. Approval will allow the Construction Manager to establish a Guaranteed Maximum Price (GMP). The budget may require adjustment based upon an actual GMP from the Construction Manager.

Attachment
## CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** DESIGN

**PROJECT NAME:** UCHC CAGE PROCESSING FACILITY RENOVATIONS

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**TOTAL BUDGETED FUNDING**

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*8% normally provided for design contingency. However, NIH Grant will only allow a maximum of a 5% contingency.
June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Feingold
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for the UConn Health Center (UCHC) Main Building Cooling System, Chillers 1, 2, & 3 Replacements (Design: $5,330,000)

RECOMMENDATION:

That the Board of Trustees approve the Design Budget in the amount of $5,330,000 for the UCHC Main Building Cooling System, Chillers 1, 2, & 3 Replacements.

BACKGROUND:

A Revised Planning Budget to replace Chillers 1, 2 & 3, of the main building cooling system in the amount of $5,330,000 was approved in January 2011. The Revised Planning Budget reflected the planning effort that evaluated the entire chiller plant and determined the most cost effective long term strategy was to replace chillers 1 and 3 at the same time as chiller 2. Replacing these aged chillers will provide more reliable and energy efficient sources of cooling for the main building.

The Design Budget reflects an estimate by the consulting engineers and is attached for your consideration and approval. This project budget will be reviewed and is anticipated to be approved at the UCHC Board of Directors Finance Subcommittee and the UCHC Board of Directors at their respective meetings on June 13, 2011. Approval will allow the project to go out to bid. The budget may require adjustment based upon actual bids for the work.

Attachment
## CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** DESIGN

**PROJECT NAME:** UCHC MAIN BUILDING COOLING SYSTEM - CHILLERS 1, 2 & 3 REPLACEMENT

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**SOURCE(S) OF FUNDING**

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<td><strong>$5,330,000</strong></td>
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June 23, 2011

TO:       Member of the Board of Trustees
FROM:  Barry M. Leibman, 
        Vice President and Chief Operating Officer

Richard M. Gray 
Vice President and Chief Financial Officer

RE:  Project Budget for Wood Hall Façade Repairs (Final: $1,000,000)

RECOMMENDATION:

That the Board of Trustees approves the Final Budget of $1,000,000 for the planning, design and construction of exterior repairs to the façade of Wood Hall.

BACKGROUND:

Wood Hall is a 28,000 square foot office and classroom building built in 1940. The intent of this project is to repair the façade and roof. New windows were recently installed in the building.

The University commissioned an architect to determine the scope and preliminary estimate for the repair work. The architect identified significant deterioration of the brick, limestone and roof. The attached budget reflects the results of competitive bidding and is significantly below the design estimate. The architect’s design estimate was in the high range of the 6 bids received. Reasons behind the significant reduction in project cost include all of the following:

- Strong competitive bidding environment.
- The General Contractor self performs masonry and slate roof repairs versus needing a subcontractor.
- The General Contractor owns scaffolding verses having to rent from a third party.
- Architects design estimate was in the high bid range.
- AEBS carried a 20% construction contingency added to the design estimate.
- Soft costs for third party construction administration services were not required as these services will be performed by AEBS staff.
The previously approved funding for this project was based on a future allocation of FY funding. As a result of the favorable competitive bids, the University determined that it could fund the project from unallocated reserves. This will allow construction to start in July 2011.

This Final Budget is attached for your consideration and approval.
# CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** FINAL  
**PROJECT NAME:** WOOD HALL FAÇADE REPAIR

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<td>$1,565,000</td>
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PROJECT CONTINGENCY                         | 200,000                     | 135,000                    | 175,000                  |

**TOTAL BUDGETED EXPENDITURES**             | $1,700,000                  | $1,700,000                 | $1,000,000               |

**SOURCE(S) OF FUNDING**                     |                             |                            |                          |
| UCONN 2000 PHASE III - FY06 DM              | -$                          | -$                         | $300,000                 |
| UCONN 2000 PHASE III - FY11 DM              | 700,000                     | 700,000                    | 700,000                  |
| UCONN 2000 PHASE III - FY12 DM              | 1,000,000                   | 1,000,000                  | -                        |
| **TOTAL BUDGETED FUNDING**                  | $1,700,000                  | $1,700,000                 | $1,000,000               |

BOT 6.23.11
901601
June 23, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Fraker
Vice President and Chief Operating Officer

Richard D. Gray
Vice President and Chief Financial Officer

RE: Project Budget for Koons Hall Renovation/Addition – Windows, Façade and Mechanical System Analysis (Revised Final: $1,200,000)

RECOMMENDATION:

That the Board of Trustees approve the Revised Final Budget of $1,200,000 for renovations at the Benjamin Franklin Koons Hall.

BACKGROUND:

The Koons Hall building is a 28,400 square foot classroom, laboratory and office building located on the Storrs Campus. It was built in 1913 and is on the National Historic Register.

This project will repair and upgrade this highly used building. The primary items in the scope of work are the installation of new windows, façade cleaning/repair and mechanical systems analysis. The preliminary cost estimates of the identified scope are approximately $6,000,000. The University has chosen to complete this work in increments, with the first project to install new windows and masonry repairs. The design for the window and façade repair is complete and the project was competitively bid to prequalified contractors. Nine bids were received on the project, ranging from a low bid of $872,893 to $1,093,812. The bid results show a very good consistency and range. The low bid is approximately $120,000 above the construction cost from the previously approved construction estimate and results in a total project cost $200,000 above the Final Budget as shown on the attached project budget. AEBS does not believe that another round of competitive bidding would result in a lower project cost. The 20% increase in the budget is attributed to a underestimated final budget based on the architect’s estimate.

This Revised Final Budget is attached for your consideration and approval.
## CAPITAL PROJECT BUDGET REPORTING FORM

**TYPE BUDGET:** REVISED FINAL  
**PROJECT NAME:** KOONS HALL RENOVATION/ADDITION - WINDOWS, FAÇADE & MECHANICAL

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| **SUBTOTAL**                                 | $ 900,000                   | $ 924,500                 | $ 939,500                 | $ 1,075,000                     |
| **PROJECT CONTINGENCY**                      | 100,000                     | 75,500                    | 60,500                    | 125,000                         |

**TOTAL BUDGETED EXPENDITURES**  
$ 1,000,000  
$ 1,000,000  
$ 1,000,000  
$ 1,200,000

**SOURCE(S) OF FUNDING**

- UCONN 2000 PHASE III  
  $ 1,000,000  
  $ 1,000,000  
  $ 1,000,000  
  $ 1,200,000

**TOTAL BUDGETED FUNDING**  
$ 1,000,000  
$ 1,000,000  
$ 1,000,000  
$ 1,200,000

BOT 6.23.11  
901379
June 23, 2011

TO: Members of the Board of Trustees

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

John M. Biancamano
Chief Financial Officer

RE: Temporary Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center

RECOMMENDATION:

That the Board of Trustees approve a Temporary Spending Plan of $785.9 million for Fiscal Year 2012 for the University of Connecticut Health Center.

BACKGROUND:

The State appropriation was originally approved on April 21, 2011. On June 17, 2011, the University of Connecticut Health Center was notified that there would be a reduction in the appropriation of $16.8 million. Also, the Office of Policy & Management has indicated that more reductions will be made based on retirements prior to September 2, 2011. We have no additional information at this time. Management needs additional time to formulate a plan to cover this new reduced level of State support. In the interim, we are proposing that the Board of Trustees approve this Temporary Spending Plan so that we may spend at a level lower (Fiscal Year 2011 Budget) until such a plan is developed. A Position Review Committee was established to stringently review all requests to fill positions. We plan to submit a Fiscal Year 2012 Spending Plan at the August Board of Trustees meeting.
June 23, 2011

TO:       Members of the Board of Trustees

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

           John M. Biancamano  
           Chief Financial Officer

RE:       Capital Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center

RECOMMENDATION:

That the Board of Trustees approve the Capital Spending Plan for Fiscal Year 2012 of $30,678,000 for the University of Connecticut Health Center. The capital spending plan was approved by the UCHC Board of Directors on June 13, 2011.

BACKGROUND:

The Fiscal Year 2012 Capital Spending Plan for the Health Center incorporates funds which include Research Use Allowance and grant revenues, John Dempsey Hospital and UConn Medical Group funds, DCAA and Department Funds for a total of $30,678,000.
TO: Members, UCHC Board of Directors

FROM: Cato T. Laurencin, M.D., Ph.D.
Vice President for Health Affairs
Dean, School of Medicine

DATE: June 13, 2011

SUBJECT: University of Connecticut Health Center - American Association of University Professors
First Collective Bargaining Agreement

RECOMMENDATION

That the initial collective bargaining agreement between the University of Connecticut Health Center and the University of Connecticut Health Center American Association of University Professors (UCHC-AAUP) be approved.

BACKGROUND

The faculty of the University of Connecticut Health Center voted in November of 2009 to unionize with the American Association of University Professors. In February of 2011 the University of Connecticut Health Center American Association of University Professors issued a ‘demand to bargain’ to the Health Center.

Negotiations began in March with the goal of developing a streamlined initial collective bargaining agreement tailored to the unique circumstances of the Health Center. While negotiating the initial contract, the State of Connecticut began negotiations with all public employee unions through SEBAC, over a variety of concessions including wage freezes and other economic issues. As a result, negotiations over a first UCHC-AAUP contract expanded to include negotiations over wage freezes, job security, contract duration and wages in fiscal years 14, 15 and 16 as part of the State’s SEBAC framework.

Negotiations resulting in a tentative agreement, subject to final approval over all terms of the initial contract and the SEBAC issues, were concluded June 6, 2011.

The agreement is contingent on ratification by the membership, approval by the Board of Directors and finally, approval by the Connecticut General Assembly pursuant to Connecticut General Statutes 5-278.
Main provisions of the contract include recognition of which positions are included and excluded from the union, a clear statement of the rights and responsibilities of the Board of Trustees and the Board of Directors in the governance and management of the Health Center, the rights of the union, recognition of the role of shared governance in matters of academic concern, prohibitions against discrimination, codification of multiple existing practices (e.g. promotion, tenure and reappointment procedures), grievance and disciplinary procedures, compensation and job security. Consistent with the parameters established under the Statewide SEBAC agreement, the contract would be in effect until June 30, 2016. A complete copy of the tentative agreement is attached.

**Key Wage and Job Security Provisions:**

**Summary of Annual Compensation Adjustments**

FY 11: General wage increase of 4% retroactive to February 1, 2011. Eligible faculty includes those employed prior to January 1, 2011 and excludes any faculty member who received an increase of 4% or more since July of 2010. Faculty who were hired under individual contracts containing specific terms for productivity-based compensation are also excluded.

The contract also provides for the payment of performance-based lump sum payments (not built into base salary) to some bargaining unit members at the discretion of the Health Center.

FY 12 and 13: Wage Freeze (consistent with SEBAC framework) applied to faculty eligible as defined above. Faculty who have individual contracts, remain subject to the terms of those contracts. Research faculty whose positions are supported by 90% or more external funding remain eligible for up to a 2% increase in FY12 and 3% in FY13, funded by external sources, (but do not get protection from lay off).

FY 14, 15 and 16 – As mandated by the SEBAC framework, dollars equal to 5% of the bargaining unit’s base salary in each fiscal year is to be dedicated to faculty compensation increases. Distribution and allocation of any wage adjustment including methods, standards and criteria are subject to a re-opener. Negotiations must begin by March 2012.

**Individual Employment/Compensation Contracts**

The Health Center may continue to offer individual employment contracts setting out terms of employment including, for example, RVU and revenue targets required to earn agreed upon compensation terms. Failure to achieve agreed upon targets may also result in reduction of salary.

**Job Security**

In-residence faculty will get job security for two years: FY12 and FY 13. Exceptions include faculty hired on or after July 1, 2011, when the Health Center entirely eliminates a program, and when funding sources for salary support of faculty are reduced or eliminated and such funding sources are external to the Health Center. Further, it does not protect poor performers nor those failing to meet the required standards for promotion or tenure.
Tentative Agreement

Between

UNIVERSITY OF CONNECTICUT HEALTH CENTER
BOARD OF DIRECTORS

And

UNIVERSITY OF CONNECTICUT HEALTH CENTER –
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
(UCHC-AAUP)
ARTICLE 1
RECOGNITION

1.1 The Board of Directors of the University of Connecticut Health Center (hereinafter “Board”) recognizes the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter “Union” or “AAUP”) as the exclusive bargaining representative for all faculty at the University of Connecticut Health Center (hereinafter “UCHC” or “Health Center”) who are full time or who work a full-time equivalent equal to or greater than twenty percent (0.2 FTE) and who are not excluded in the following paragraph, for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, faculty who are not excluded pursuant to this Article are referred to as "faculty," or "members," or "members of the bargaining unit."

Members of the faculty who hold the following positions are excluded from the bargaining unit: Department Heads, Associate Deans, Assistant Deans, Deans, the Executive Director of Correctional Managed Health Care, the Chief of Staff, the Head of Quality Programs/Medical Director, the Faculty Representative to the UCHC Board of Directors, the Special Assistant to the Vice President for Health Affairs, Dental School Division Directors, Type II Center Directors, the Director of Health Affairs Policy and Planning and retired re-employed employees.

1.2 The parties agree that the list of excluded faculty positions may change from time to time. The exclusion of new position titles from the faculty unit shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.
ARTICLE 2

BOARD PREROGATIVES

2.1 It is recognized that the Board has and will, consistent with the By-Laws of the University of Connecticut Board of Trustees, continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the governance of the Health Center and shall determine the general policies of the Health Center, including those concerning the admission of students and the establishment of schools, centers, divisions, and departments, and to determine the mission of the Health Center and the methods and means necessary to fulfill that mission.

The Board shall determine and make rules for all patient care activities; the care, maintenance, and operations of buildings, land, apparatus, and other property used for school programs and courses; staffing requirements; the calendar; and the establishment of reasonable work rules.

2.2 The Board shall have sole jurisdiction over the selection, appointment, assignment of duties and hours of work, amount of compensation, sick leave, vacation, leaves of absence, termination of service, qualifications, rank, and status of the individual members of the faculty of the Health Center; over standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members for lack of work or other legitimate reason, to establish contracts or subcontracts for services, positions or programs; Health Center operations, and to determine whether the whole or any part of the operations shall continue except as specifically limited by the terms and provisions of this Agreement.

2.3 These rights, responsibilities, and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this Agreement shall be subject to the grievance provisions of this contract.
ARTICLE 3
AAUP RIGHTS AND SECURITY

3.1 During the life of this Agreement a member of the bargaining unit shall retain the freedom to
decide whether or not to become or remain a member of the Union. A member of the bargaining
unit who is not a member of the Union shall be required to pay an agency
service fee pursuant to Section 5-280 of the General Statutes.

3.2 Within thirty (30) days of approval of the contract by the Legislature and as instructed by the
Union during the life of the contract, the University shall deduct AAUP dues or agency fees bi-
weekly from the gross paycheck of each person who is required under Section 5-280 of the
General Statutes to pay such a fee as a condition of employment.

3.3 The amount of dues or agency service fee deducted under this article shall be remitted to the
Union as soon as practicable after the pay period of the faculty member for whom any such
deduction is made. No payroll deduction of dues or agency service fee shall be made during a
payroll period in which earnings are insufficient to cover the amount of deduction nor shall such
deductions be made from subsequent payrolls to cover the period in question. The Union shall be
notified when such a situation exists.

3.4 On a quarterly basis, the Administration shall provide the Union a list of bargaining unit
members that will include name, title, department, FTE and salary. In addition the
Administration will provide the Union, within a reasonable time frame, any information it
requests that is needed for collective bargaining, grievance handling or the administration of the
contract.

3.5 The parties will meet periodically to exchange information and to discuss matters of mutual
concern.

3.6 This Agreement shall be made available to bargaining unit members electronically. A pdf
version of this Agreement shall be posted on the UCHC web site.
ARTICLE 4

GOVERNANCE

4.1 Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board retains its rights, under law, to manage and direct the Health Center, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board, for resolving academic matters, through the organizational divisions of the Health Center.

4.2 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.
ARTICLE 5
MAINTENANCE OF PROCEDURES, PRACTICES AND POLICIES

5.1 (a) Maintenance of Procedures and Practices. The parties agree to maintain for the duration of the contract all procedures and practices for the Health Center not modified by the terms of this Agreement governing appointment, reappointment, non-reappointment, tenure, post-tenure review, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified by the most current University or School of Medicine or School of Dental Medicine By-Laws.

(b) The parties agree further that the procedures and practices of the Health Center maintained by Section 5.1 above may be changed only by the Board, consistent with the procedures established in each School’s By-laws, or by the University of Connecticut Board of Trustees, in the case of modifications to the University of Connecticut By-Laws.

5.2 Maintenance of Policies. Nothing in this Agreement shall be construed to deny the authority of the Board to establish or change policies through established processes, which may include prior discussion with the AAUP as appropriate.
ARTICLE 6

NONDISCRIMINATION

6.1 The Board and the Union agree that no bargaining unit member shall be discriminated against because of race, color, sex, age, national origin, marital status, disability status, religion, ancestry, sexual orientation, genetic information, political belief, political affiliation or membership or non-membership in any labor organization, or any other characteristic protected by law.

6.2 Allegations of discrimination are not subject to the grievance and arbitration provisions of this contract but may be processed by any aggrieved member of the bargaining unit in accordance with the University’s internal procedures or by the use of external administrative and judicial processes.
ARTICLE 7

DISCIPLINE

7.1 The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

7.2 Dismissal or discipline which is the result of failure to meet satisfactory standards of job performance or is a result of incompetence shall not fall within the purview of this Article, but shall be dealt with exclusively under the University or appropriate School By-Laws.

7.3

A. Discipline shall be for just cause including but not limited to such situations as:
1. neglect of assigned responsibilities;
2. insubordination, serious misconduct, or non-compliance with current University or School By-Laws; non-compliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes) or with University, State, or Federal regulations governing research; or with Health Center rules or regulations; or pertaining to faculty practice plans and hospital practice standards;
3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the Health Center and/or obtaining promotion, tenure, salary increase, or other benefit;
4. sexual harassment, serious misconduct, or other conduct which impairs the rights of students or other staff members.

B. Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay.
1. The faculty member shall receive in writing a statement of the reasons for the action being recommended.
2. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request a meeting with his/her Department Head or Director or designee with an AAUP representative present, should the faculty member so desire. This meeting shall be held within seven (7) calendar days of the employee's request.
3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to appeal to the appropriate Dean or his/her designee. At such meeting, the faculty member shall have the right to be represented by the AAUP.
4. The decision of the appropriate Dean or designee may be appealed to arbitration on the merits under Article 8 of this Agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.
C. 1. If the Health Center judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the meetings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

D. For cases involving discipline or dismissal for misconduct, the procedures outlined above supersede Section XIV, G, H, I, J and T of the most current edition of the University By-Laws¹, except as provided for in Article 7, Section e, below.

E. In lieu of utilizing the arbitration procedures set forth in this Article 7, Section B.4 and Article 8.6 (Contractual Grievance Procedure) for discipline or discharge for misconduct, a faculty member, at his/her own election, may use the appeals procedures set forth in Article XIV, G, H, I, J and T of the most current edition of the University By-laws. Such an election will preclude the faculty member from utilizing the procedures of Article 7, Section B.4 and Article 8.6 to resolve that particular disciplinary matter. A faculty member making such an election must notify the AAUP and the Dean in writing that they are appealing the Dean’s decision under the provisions of the University By-Laws, within seven (7) calendar days of receiving the Dean’s answer as provided for in Article 7.3 B.3, above.

Section E above will automatically sunset on June 30, 2014. At that time and going forward, the provisions in Section D above will be the exclusive remedy available to bargaining unit members.

F. In no case shall the outcome of the promotion and tenure process be construed as falling under this Article.

¹ By-Laws sections referenced are titled “Termination of Appointments by the Institution,” “Dismissal Procedures,” “Suspensions,” “Terminal Salary,” and “Health Center Faculty Grievance Procedures.”
ARTICLE 8
CONTRACTUAL GRIEVANCE PROCEDURE

8.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.

8.2 Definition The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this Agreement.

8.3 Resort to Other Procedure If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure.

8.4 Informal and Step 1
A. A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the Health Center official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate Department Head or Director of the School or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being grieved. After receiving the formal grievance the Department Head, Director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within twenty (20) calendar days of such meeting.

8.5 Step 2 Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the appropriate Dean or his/her designee. The Dean or the designee shall meet with the member and an AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within twenty (20) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

8.6 Step 3 If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the appropriate Dean or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the AAUP Chapter President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or de novo judicial consideration.) The terms of the Agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.
8.7 Selection of Arbitrator The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice to arbitrate.

8.8 Authority of the Arbitrator The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

8.9 Fees and expenses of the arbitrator shall be borne equally by the Board and the AAUP.

8.10 General Provisions

A. Any grievance as defined above not presented for disposition in writing within forty (40) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the Agreement. This time limitation may be tolled by written mutual agreement of the parties. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP. All grievances must be filed on a mutually agreed upon form and must clearly state the contract articles claimed to be violated.

B. No member may file for arbitration except with the approval and participation of the AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When meetings are held during hours when a faculty member has work responsibilities, the faculty member is responsible for securing appropriate coverage of those responsibilities. Persons proper to attend for the purposes of this section are defined as aggrieved members, the appropriate AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure unless otherwise provided in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Dean or his/her representative and the AAUP acting through its Chapter President or representative.

F. The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.
ARTICLE 9
JOINT TASK FORCES

9.1 During the term of the contract, either party may suggest the formation of a special committee or task force comprised of representatives of the AAUP and the administration to consider a subject of special concern or complexity. The convening of such a special committee or task force and the agenda for its deliberations shall require the agreement of both parties.

9.2 The parties agree to convene a Joint Task Force on Compensation by October 1, 2011.
ARTICLE 10

LABOR MANAGEMENT COMMITTEES

10.1 The UCHC and the AAUP agree to establish a local committee or participate in the SEBAC mandated Labor-Management Joint committees to address technology issues at the Health Center and to improve both the efficiency and effectiveness of the Health Center in the delivery of its services.

10.2 By mutual agreement, the parties may agree to disband either or both of these local joint labor-management committees and participate in these efforts on a state-wide level.
ARTICLE 11

JOB SECURITY

11.1 The contracts of in-residence faculty, with the exceptions of faculty with individual compensation agreements, shall be automatically renewed for periods covering FY ’12 and FY ’13.

11.2 The following exceptions shall apply to the automatic renewal of faculty contracts:

   a. when faculty are hired on or after July 1, 2011;

   b. when the Health Center entirely eliminates a program;

   c. when the Health Center alleges failure of a faculty member’s performance;

   d. when a faculty member has failed to achieve promotion or tenure as specified in the By-Laws;

   e. when funding sources for salary support of faculty are reduced or eliminated and such funding sources are external to the Health Center;

11.3 When a faculty contract is non-renewed by the Health Center because of a claim of failure to perform, the faculty member shall be entitled to process a grievance pursuant to the collective bargaining agreement grievance procedure. This shall be the exclusive remedy available to challenge such non-renewals.

11.4 In the event of a non-renewal consistent with the provisions of this Article, the Health Center will continue its current practice of providing six (6) months of notice to faculty members whose contracts will not be renewed for FY ’12 or FY ’13 for one of the reasons listed in 11.2, or whose contracts will not be renewed after FY ’13. The Union shall receive notification at the same time notification is provided to the faculty member.

11.5 Nothing contained in this Agreement limits or restricts the Health Center’s right to terminate a current faculty member for just cause as set forth in the collective bargaining agreement.
ARTICLE 12

COMPENSATION

12.1 Fiscal Year ’11 General Wage Increase. There shall be a four percent (4%) general wage increase, retroactive to February 1, 2011, applied to the current base salaries of all faculty members employed in the bargaining unit prior to January 1, 2011, with the exceptions noted below. Payments will be made by July 1, 2011, or within 30 days from the final approval of this Agreement, whichever is later.

Exceptions are:

a. Bargaining unit faculty who have received a salary increase of 4% or more since July 1, 2010, (not including any increase granted for the awarding of promotion or tenure) shall not receive the increase noted in 12.1 above. If a faculty member received an increase of less than 4% since July 1, 2010, then the member shall receive an increase such that the total increase in salary equals 4%. In the latter case this additional increase shall be figured on the base salary in effect on July 1, 2010.

b. Notwithstanding the provisions in 12.1 and 12.1a above, bargaining unit faculty who are on individual compensation agreements shall not receive the 4% general wage increase but shall continue to be governed by the terms in their individual agreements

12.2 Fiscal Year ’11 Lump Sum Payment. Additional compensation adjustments shall be made to some bargaining unit faculty in a total amount equal to the money available by calculating the value of the 4% general wage increase for the period of October 1, 2010 through January 31, 2011. Such additional compensation shall be paid as a lump sum, not added to the base. Criteria for determining the award of such additional compensation as well as the amount of each such award will be determined based on existing evaluation criteria as well as equity and overall contributions to the Health Center’s academic, teaching research and clinical missions. As part of this process, the Health Center will consider for lump sum payments any bargaining unit employee whose request for an equity or retention adjustment since January 1, 2010 had been previously deferred because of the Union’s certification.

a. The criteria applied in determining the award of additional lump sum awards to bargaining unit members shall not be considered precedent with respect to the criteria or the process used in any future compensation awards or general wage increases to bargaining unit faculty.

b. UCHC will provide the Union with notification and a list of all bargaining unit members receiving general wage increases, the amount of each such general wage increase, the faculty member’s new base salary and the amount of each faculty member’s retroactive salary
adjustments prior to June 30, 2011, or within 30 days of final approval of this Agreement, whichever is later.

c. UCHC will provide the Union with notification and a list of all bargaining unit members awarded lump sum distributions, the amount of such awards and the reasons for such additional compensation prior to June 30, 2011, or within 30 days of final approval of this Agreement, whichever is later.

d. All lump sum compensation awards will be paid to bargaining unit faculty on or before June 30, 2011, or within 30 days of the final approval of this Agreement, whichever is later.

12.3 Fiscal Years ’12 and ‘13

a. There shall be no general wage increase for bargaining unit employees during fiscal years 2012 and 2013 except as set forth below.

b. Faculty members whose compensation is based on an individual compensation agreement, (which exempts them from the job security provisions set forth in Article 11), shall be permitted those salary increases, if any, provided for in their individual agreement during FY ’12 and FY ’13.

c. In residence research faculty with at least 90% research effort that is supported by external funding, and who are exempted from the job security provisions set forth in Article 11 because of such external funding, shall be permitted to increase their base salary to a maximum of 2% in FY ’12 and 3% in FY ’13 to the extent the external funding allows. In-residence faculty, whose research effort falls in the range of 85% to 89% due to assignment of administrative effort, may request a waiver of the 90% requirement. Each waiver request will be evaluated by the Health Center on a case by case basis, considering the nature and extent of the administrative effort involved, and the value to the Health Center. Such requests for waivers will not be unreasonably denied. The failure to approve a requested waiver shall be grievable but not arbitrable.

12.4 Fiscal Years ’14, ’15 and ’16. In each of FY ’14, FY ’15 and FY ’16 there shall be an increase in the dollars dedicated to faculty compensation equal to 5% of the bargaining unit base salary account. The parties agree to reopen the contract for the limited purpose of negotiating the distribution and allocation of the 5% increase in the bargaining unit base salary account (to be specifically defined) in FY ’14, FY ’15 and FY ’16 and the methods, standards and criteria used for such distribution and allocation. The parties agree to convene this reopener no later than March 2012.

12.5 The parties agree that the Health Center retains the authority to make retention and equity raises during the term of the collective bargaining agreement.
12.9 The Health Center will continue its current practices of providing promotional raises.

12.10 In each case where a retention, equity, or promotional raise is given to a bargaining unit member, the AAUP will be provided with notice of said increase.

12.11 Individual Compensation Contracts

a. The Health Center is permitted to continue the practice of offering individual compensation contracts to new hires, provided such agreement may be modified, amended or otherwise revised as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.

b. Existing individual compensation contracts between the Health Center and current faculty members shall continue provided such agreements may be modified, amended or otherwise revised as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.

c. The Health Center is permitted to offer individual compensation contracts to existing faculty members provided such agreements may be modified, amended or otherwise revised as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.

d. A copy of all individual faculty compensation contracts will be provided to the Union.

e. Prior to the reduction of any bargaining unit member’s salary pursuant to the terms of any individual compensation agreement, there shall occur, should the bargaining unit member request, joint discussions between that faculty member, the relevant department chair or management designee and the Union in an effort to reach a mutually acceptable resolution. If a mutually acceptable resolution cannot be reached, the terms of the individual contract shall prevail and the matter shall not be grievable or arbitrable except as otherwise provided as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.
ARTICLE 13

NON-ECONOMIC REOPENER

13.1 The parties agree that if necessary they will convene a contract reopener limited to non-economic subjects not previously addressed by the parties in the current round of bargaining no later than July 1, 2014. Any such reopener shall be limited to a maximum of 5 topics from each party.
ARTICLE 14

DURATION

14.1 Except as provided for within, the parties agree that this Agreement shall be in effect through June 30, 2016.
TO: Members, UCHC Board of Directors
FROM: Cato T. Laurencin, M.D., Ph.D.
       Vice President for Health Affairs
       Dean, School of Medicine
DATE: June 13, 2011
SUBJECT: University of Connecticut Health Center Professionals (UHP) Agreement

RECOMMENDATION:

That the Memorandum of Agreement (MOA) between the University of Connecticut Health Center and the University Health Professionals union be approved.

BACKGROUND:

The Governor, though the Office of Policy and Management, negotiated a master concession agreement with the State Employee Bargaining Agent Coalition (SEBAC). This agreement addressed changes in health insurance and pensions as well as guaranteed job security for four years, a wage freeze for two years (FY12 and FY13) and wage increases in FY13, 14 and 15 of 5% each. Each state union contract was extended through June of 2016 with an agreement that up to eight non-economic issues could be negotiated over the course of FY12 to deal with any pressing language issues between the parties.

Under the University’s statutory responsibility to negotiate with our professional staff union the university negotiated with UHP within the SEBAC framework over job security and wages. Following is a summary of the key provisions of the Memorandum of Agreement. The full text of the MOA is attached.

Salaries

Wage freeze in FY12 and FY13.

July of FY14, 15 and 16: 3% increase; and January of 2014, 2015 and 2016 (actual dates vary by pay period) annual increment or lump sum for a total increase of approximately 5% in each of the three fiscal years.

An Equal Opportunity Employer

263 Farmington Avenue
Farmington, Connecticut 06034-3800

Telephone: (860) 679-2594
Facsimile: (860) 679-1255
Job Security


Restructuring and elimination of programs may occur, however impacted employees must be offered a transfer to a comparable position. Failure to accept such a position can result in actual layoff of the employee.

Exceptions to job security:

University Post Doctoral Fellows may be laid off. In exchange they remain eligible for salary increases of 2.5% in FY12 and 3% in FY13 and continue to be subject to NIH minimum salary.

Employees classified in designated UHP Research titles may be laid off. In exchange they remain eligible for 2.5% increase July 1, 2011 and 3% July 13, 2012.

The contract is extended until June 30, 2016.

The agreement is contingent on ratification by the membership and approval by the Board of Directors and finally, approval by the Connecticut General Assembly pursuant to Connecticut General Statutes 5-278.
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF CONNECTICUT HEALTH CENTER
AND UNIVERSITY HEALTH PROFESSIONALS
LOCAL 3837 AFT/AFT-CT/AFL-CIO

Except as modified herein, the Collective Bargaining Agreement between the University of Connecticut Health Center (hereinafter Health Center) and the University Health Professionals, Local 3837 AFT/AFT-CT/AFL-CIO (hereinafter UHP) effective July 1, 2006 through June 30, 2012, will continue in full force and effect.

In order to help resolve the budget shortfall that currently affects the State of Connecticut and in accordance with the tentative Agreement reached between the State of Connecticut and the State Employees Bargaining Agent Coalition, the Health Center and UHP have agreed to amend and modify their July 1, 2006 through June 30, 2012 (previously modified from June 30, 2010) Collective Bargaining Agreement as described below. This Agreement is contingent on ratification by the UHP membership and approval by the Health Center Board of Directors. This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General Statutes 5-278.

A. Salary

1. There shall be no general wage increase, step increase or lump sum bonus for bargaining unit members in FY '12. The previously negotiated “slide” general wage increase and step increase is eliminated.
2. There shall be no general wage increase, step increase or lump sum bonus for bargaining unit members in FY '13.
3. Effective July 12, 2013, the salaries in effect on June 30, 2011 under each step and for each salary group will be increased by three (3) percent (3%).
4. Effective January 10, 2014, each employee who has not received an unsatisfactory evaluation, who is not at or above the maximum salary for his/her assigned salary group and who was hired on or before July 11, 2013, shall advance one step in his/her salary group.
5. Effective January 10, 2014, each employee who has not received an unsatisfactory evaluation, who is at or above the maximum salary of his/her assigned salary group and who was hired on or before July 11, 2013 shall receive a $750 one time lump sum payment, not added to base salary.
6. Effective July 11, 2014, the salaries in effect on July 10, 2014 under each step and for each salary group will be increased by three (3) percent (3%).
7. Effective January 9, 2015, each employee who has not received an unsatisfactory evaluation, who is not at or above the maximum salary for his/her assigned salary group and who was hired on or before July 10, 2014, shall advance one step in his/her salary group.
8. Effective January 9, 2015, each employee who has not received an unsatisfactory evaluation, who is at or above the maximum salary of his/her assigned salary group and
who was hired on or before July 10, 2014 shall receive a $750 one time lump sum payment, not added to base salary.

9. Effective July 10, 2015, the salaries in effect on July 9, 2015 under each step and for each salary group will be increased by three (3) percent (3%).

10. Effective January 8, 2016, each employee who has not received an unsatisfactory evaluation, who is not at or above the maximum salary for his/her assigned salary group and who was hired on or before July 9, 2015, shall advance one step in his/her salary group.

11. Effective January 8, 2016, each employee who has not received an unsatisfactory evaluation, who is at or above the maximum salary of his/her assigned salary group and who was hired on or before July 9, 2015 shall receive a $750 one time lump sum payment, not added to base salary.

B. Job Security

The parties agree that with the exception of the job titles stated in Section C and D below, there shall be no layoff of permanent bargaining unit employees from July 1, 2011 through June 30, 2015.

This Agreement does not prevent the Health Center from restructuring and eliminating positions if the need arises. If it is necessary to reduce staff in an area, it shall not be considered a layoff for the purposes of this Agreement if the employee is offered a transfer to a comparable position. If the employee refuses the comparable position, they will be laid off without contractual bumping rights, but with recall rights. Employees may also accept a decreased percentage in their current position if offered, and will have contractual recall rights.

This provision does not apply to bargaining unit employees hired on or after July 1, 2011, to employees in their working test period, or to other non-permanent employees.

The Health Center is not precluded from noticing employees for layoff to be effective after June 30, 2015.

C. University Postdoctoral Fellows

The provisions of Section A, 1 and 2 and Section B above, shall not apply to employees classified as University Postdoctoral Fellows (Postdocs). In lieu of coverage by the Job Security provisions above, the parties agree as follows:

1. Effective July 1, 2011, or within 30 days of final approval, whichever is later, each Postdoc who has been employed in that capacity at the Health Center since at least January 2, 2011, and who has not received an unsatisfactory evaluation, shall have their salary increased by a minimum of two and one half percent (2.5%).

2. Effective July 13, 2012, each Postdoc who has been employed in that capacity at the Health Center since at least January 14, 2012, and who has not received an unsatisfactory evaluation, shall have their salary increased by a minimum of three percent (3%).
3. As per Article 26 of the University Postdoctoral Fellow Addendum, the minimum salary for Postdocs will be increased to the NIH extramural minimum salary for Postdocs with zero years of experience on July 1, 2011, or within 30 days of legislative approval, whichever is later. For the remaining years of this Agreement, if this referenced NIH minimum is higher than the Health Center’s current minimum rate for Postdocs, the minimum will be increased on July 13, 2012, July 12, 2013, July 11, 2014 and July 10, 2015.

D. UHP Research Titles

The provisions of Section A, 1 and 2 and Section B above, shall not apply to employees classified in any UHP Research titles. In lieu of coverage by the Job Security provisions above, the parties agree as follows:

1. Effective July 1, 2011, or within 30 days of final approval, whichever is later, each UHP employee in a Research title who has been employed in that capacity at the Health Center since at least January 2, 2011, and who has not received an unsatisfactory evaluation, shall receive a lump sum payment equivalent to two and one half percent (2.5%) of their salary, not added to the base.

2. Effective July 13, 2012, each UHP employee in a Research title who has been employed in that capacity at the Health Center since at least January 14, 2012, and who has not received an unsatisfactory evaluation, shall receive a lump sum payment equivalent to three percent (3%) of their salary, not added to the base.

3. The parties agree to specify the list of Research titles for ease in administering this Section.

E. Labor Management Committees

The parties agree to participate in the Labor Management Committees on Savings/Transformation and Information Technology as specified by the SEBAC Agreement at either the agency or State level, as appropriate.

F. Funds

All funds, scholarships and other wage payments shall remain at current levels for the duration of this Agreement, unless the current collective bargaining agreement provides for a contractually mandated increase.

G. Meet and Discuss

If the Health Center experiences an unexpected deficit or believes there is a need to close or significantly decrease a clinical area, the parties agree to meet and discuss ways to address the issue.
H. Duration

In all other respects, the collective bargaining agreement now in effect is extended until June 30, 2016.

The parties agree that this Agreement does not set a precedent for either party in any future contract negotiation.

This Agreement is subject to approval by the University of Connecticut Health Center Board of Directors.

This Agreement is subject to ratification by the University Health Professionals.

This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General Statutes 5-278.

Signed this 3rd day of May, 2011.

Cato T. Laurencin MD, PhD
Vice President for Health Affairs
Dean, School of Medicine
University of Connecticut Health Center

Jean M. Morningstar
President
University Health Professionals
May 17, 2011

TO: Members of the Board of Trustees

FROM: Barry M. Feldman
Vice President and Chief Operating Officer

RE: Change in Recipient of Certain Approved Easements related to Storrs Center

RECOMMENDATION:

That the Board of Trustees grant changes to the previously-approved Transfers of Custody and Control to the Connecticut Department of Transportation (DOT) for work related with the reconstruction of Route 195, as part of the development of Storrs Center.

BACKGROUND:

On January 26, 2011, the Board of Trustees granted approval of a series of easements along Route 195 to the Town of Mansfield necessary to accomplish roadway improvements related to the Storrs Center project. On February 22, 2011, the Board of Trustees was notified that some of the previously approved easements should be granted as Transfers of Custody and Control to the Department of Transportation, rather than as easements to the Town of Mansfield and the change was approved.

As the project drawings and building layouts became more refined, it was determined that the previous easement areas did not adequately permit the installation of underground foundation footings or planned sidewalks, building awnings or movable tables and chairs. Therefore, the dimension of several of the previously-approved Transfer of Custody and Control areas should be narrowed to permit those activities. Negotiation with the Department of Transportation resulted in revised easement areas to accommodate more refined design and building requirements.

The enclosed maps indicate the recently negotiated dimensional changes to the previously approved easement areas. A portion of the previously approved easement area not included in the revised easement areas will be included as part the property transfer to the Storrs Center Alliance and will be granted back to the Town of Mansfield as easements to permit maintenance of the sidewalk and related streetscape improvements.

An Equal Opportunity Employer

352 Mansfield Road Unit 2014
Storrs, Connecticut 06269-2014
Telephone: (860) 486-6340
Facsimile: (860) 486-1070
e-mail: barry.feldman@uconn.edu
The areas to which these revised configurations apply are shown as areas running parallel to the east side of Route 195 in solid dark blue (the DOT transfer areas), with adjacent blue cross-hatching (the Town easement areas) on the accompanying color map numbered TD-1 (dated May 11, 2011). Each of the transfer and easement areas are also shown in more detail on the accompanying 6 “Right-of-Way Survey” drawings (dated May, 2011).

There is no cost associated with these transfers.

Attachments
## The University of Connecticut Foundation, Inc.
### Development Progress Executive Summary
**July 1, 2010 to May 31, 2011**

<table>
<thead>
<tr>
<th>Progress Toward Goals</th>
<th>FYTD10 Results</th>
<th>FY11 Goal</th>
<th>FYTD11 Results</th>
<th>% of Goal</th>
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<tr>
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<tr>
<td>Athletics</td>
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<td>$ 54.00 M</td>
<td>$ 40.49 M</td>
<td>75%</td>
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</table>

| Number of household donors | 24,876 | 30,000 | 25,517 | 85% |

| **Cash Results** | | | | |
| Cash basis gift receipts | $ 34.99 M | $ 50.00 M | $ 35.19 M | 70% |
| Annual fund unrestricted receipts | $ 800 K | $ 1.00 M | $ 789 K | 79% |

### Campaign Commitments Progress

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<thead>
<tr>
<th>Fiscal Year 2010 Campaign Total (to Date)*</th>
<th>$ 267.74 M</th>
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* This total reflects campaign write-offs and pre-campaign total of $10.6 million, as appropriate.
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<td>UC PROFESSIONAL 04 - PROGRAM ASSISTANT II</td>
<td>BUSINESS MBA PROGRAM</td>
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<td>Schmidt, David W</td>
<td>UCP 5 - Admin Coordinator</td>
<td>Dining Services</td>
<td>4/2/11-6/30/11</td>
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<tr>
<td>Spurling, Colleen C</td>
<td>Asst Prof in Res</td>
<td>Molecular &amp; Cell Biology</td>
<td>2/22/11-4/15/11</td>
</tr>
<tr>
<td>Name</td>
<td>Department/Position</td>
<td>Reason</td>
<td>Dates</td>
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<tr>
<td>Strecker, Joshua</td>
<td>UCP 4 - Admin Serv Spec II</td>
<td>Academic Renovations</td>
<td>4/26/11-5/9/11</td>
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<tr>
<td>Swindelles, Edward</td>
<td>UCP 8 - Comp Tech Sup Cons 3</td>
<td>Engineering Dean Ofc</td>
<td>4/6/11-4/27/11</td>
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<tr>
<td>Tartaglino, Patricia A</td>
<td>UCP 9 - OSD Consl &amp; Proj Mgr</td>
<td>Social Work Instr &amp; Re</td>
<td>5/9/11-5/13/11</td>
</tr>
<tr>
<td>Tomaras, Jill</td>
<td>Research Asst II</td>
<td>Marine Sciences</td>
<td>5/3/11-5/12/11</td>
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<tr>
<td>Tomaras, Jill</td>
<td>Research Asst II</td>
<td>Marine Sciences</td>
<td>5/13/11-6/13/11</td>
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<tr>
<td>Trumbull, Nathaniel S</td>
<td>Assistant Professor</td>
<td>Geography</td>
<td>8/23/11-8/22/12</td>
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<tr>
<td>Twarz, Gena M</td>
<td>UCP 5 - Admin Serv Spec III</td>
<td>Payroll Ofc</td>
<td>4/13/11-5/26/11</td>
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<tr>
<td>Vardon, Debra</td>
<td>UCP 5 - Program Coord</td>
<td>Psychology</td>
<td>4/11/11-5/23/11</td>
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<td>Vardon, Debra</td>
<td>UCP 5 - Program Coord</td>
<td>Psychology</td>
<td>5/24/11-6/16/11</td>
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<td>Weaver, Shannon</td>
<td>Associate Professor</td>
<td>Human Dev/Fam Studi&amp;R</td>
<td>4/26/11-6/21/11</td>
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<tr>
<td>Wilson, Mark</td>
<td>UCP 3 - Network Technician I</td>
<td>Hartford Director Ofc</td>
<td>5/18/11-8/17/11</td>
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<tr>
<td>Zimmerman, Christian M</td>
<td>Associate Professor</td>
<td>Economics</td>
<td>8/23/11-8/22/12</td>
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</tbody>
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- Parental leave with pay
- Parental leave with pay
- Medical leave with pay
- Maternity leave with pay
- Maternity leave without pay
- Fellowship leave with partial pay
- Medical leave with pay
- Maternity leave with pay
- Parental leave with pay
- Maternity leave with pay
- Medical leave without pay
- Personal leave without pay
Institutional Advancement Committee
University of Connecticut
Board of Trustees

Tuesday, May 31, 2011
4:00 PM
Teleconference

1. Acceptance of the Minutes of March 22, 2011.......................... Mr. Treibick
   Attachment 1

2. Development Report......................................................... Mr. Martin
   Attachment 2

3. Naming Recommendations.................................................. Mr. Treibick
   Attachment 3

**Academic:**

**Neag School of Education**
Letitia Neag Morgan Chair for Educational Psychology
John and Carla Klein Professorship for Urban Education

**School of Engineering**
Connecticut Clean Energy Fund (CCEF) Professorships in Sustainable Energy

4. Alumni Update .............................................................. Ms. Lewis
   Attachment 4

5. Communications Update.................................................... Mr. Walter
   Attachment 5

6. IA Committee Meeting Schedule........................................ Mr. Walter

7. Legislative Update.......................................................... Ms. Lombardo

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**Teleconferencing Instructions**

- Dial 1-888-456-0322. The password is **ADVANCE**. 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**

1:00pm – 1:30pm – Executive Session
1:30pm – 3:00pm - Public Meeting

<table>
<thead>
<tr>
<th>Issue</th>
<th>Proposed Action</th>
<th>Tab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Session [CGS Sections 1-200(6)] to discuss:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• [C] - Matters concerning standards, processes and codes not available to the public the disclosure of which would compromise the security or integrity of information technology systems;</td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>• [E] – Preliminary drafts or notes that the public agency has determined the public's interest in withholding outweighs the public's interest in disclosure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opportunity for Public Comment</td>
<td></td>
<td>None</td>
</tr>
</tbody>
</table>

| Minutes of the February 17, 2011 JACC Meeting                         | Approval        | 1   |
| Follow-up to the February 17, 2011 JACC Meeting                      | Discussion      | 2   |

**Joint Audit & Compliance Committee**

- Meeting Schedule
- “Audit Committee Self-evaluation” (KPMG Audit Committee Quarterly, Issue 05. Reprinted with permission)

| Significant Compliance Activities                                    | Update          | 4   |
| Significant Audit Activities                                        | Update          | 5   |
| • Status of Audit Assignments (Storrs & UCHC)                       | Update          |     |
| • Staff Update                                                      | Approval        |     |
| • FY 12 Audit Plans                                                 |                 |     |

**External Engagements Update**

- Marcum – UConn 2000 for FY 10

*Individual Responsibility, Institutional Success*
# Joint Audit & Compliance Committee
## Agenda

1:00pm – 1:30pm – Executive Session
1:30pm – 3:00pm - Public Meeting

<table>
<thead>
<tr>
<th>Issue</th>
<th>Proposed Action</th>
<th>Tab</th>
</tr>
</thead>
</table>

**Information/Educational Items**

- Storrs & UCHC Quarterly Newsletters (Winter 2011)
- Storrs & UCHC Quarterly Newsletter (Spring 2011)
- “Budget Straits Mean Grant Success Rate Will Hit All-Time Low, NIH” Warns (Copyright 2011 The Chronicle of Higher Education. Reprinted with permission)
AGENDA
Meeting of the
FINANCIAL AFFAIRS COMMITTEE
June 23, 2011 at 9:00 a.m.
University of Connecticut
Rome Commons Ballroom
Storrs, Connecticut

ATTACHMENT
LOCATION
COMMITTEE   FULL BOARD

EXECUTIVE SESSION:

1) Executive Session anticipated
2) Close Executive Session

PRESENTATION ITEM(S):

3) FY12 Capital Budget Presentation

ACTION ITEM(S):

4) Contracts and Agreements for Approval

5) Spending Plan for Fiscal Year 2011 for the University of Connecticut, Storrs and Regional Campuses

6) Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center

7) Temporary Expense Spending Plan for Fiscal Year 2012 for the University of Connecticut, Storrs & Regional Campuses

8) Temporary Expense Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center

9) UCONN 2000 Fiscal Year 2012 Capital Budget

10) Fiscal Year 2012 Deferred Maintenance/Code/ADA Renovation Lump Sum Project List

11) Capital Spending Plan for Fiscal Year 2012 for the University of Connecticut Health Center

12) Seventeenth Supplemental Indenture Authorizing University of Connecticut General Obligation Bonds
**ACTION ITEMS [Continued]:**

13) Fiscal Year 2012 Institutional Fees for the University of Connecticut, Storrs and Regional Campuses  
14) Fiscal Year 2012 Academic Materials Fees for the University of Connecticut, Storrs and Regional Campuses

**Project Budgets for Approval:**

<table>
<thead>
<tr>
<th>Project</th>
<th>Phase</th>
<th>Budget</th>
<th>Tab</th>
</tr>
</thead>
<tbody>
<tr>
<td>15) Technology Quadrant Phase III</td>
<td>Planning</td>
<td>$172,500,000</td>
<td>13</td>
</tr>
<tr>
<td>16) UCHC CT Simulator, High Dose Radiation Renovations</td>
<td>Planning</td>
<td>$2,250,000</td>
<td>14</td>
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<tr>
<td>17) UCHC Dental School Renovations; Grasso Phase III - 24/7 Student Lab</td>
<td>Planning</td>
<td>$485,000</td>
<td>15</td>
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<tr>
<td>18) UCHC Fire Alarm System Upgrades</td>
<td>Planning</td>
<td>$706,000</td>
<td>16</td>
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<tr>
<td>19) McMahon Dining Hall Renovations</td>
<td>Revised Planning</td>
<td>$7,810,000</td>
<td>17</td>
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<tr>
<td>20) UCHC Cage Processing Facility Renovations</td>
<td>Design</td>
<td>$9,340,000</td>
<td>18</td>
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<tr>
<td>21) UCHC Main Building Cooling System, Chillers, 1,2 &amp; 3 Replacement</td>
<td>Design</td>
<td>$5,330,000</td>
<td>19</td>
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<tr>
<td>22) Wood Hall Facade Repairs</td>
<td>Final</td>
<td>$1,000,000</td>
<td>20</td>
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<tr>
<td>23) Koons Hall Renovation/Addition - Windows, Facade and Mechanical System Analysis</td>
<td>Revised Final</td>
<td>$1,200,000</td>
<td>21</td>
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</tbody>
</table>

**DISCUSSION/INFORMATION ITEMS:**

24) Construction Status Report (Under Separate Cover)

25) UCONN 2000 Book 32  
June 23, 2011

TO: Members of the Board of Trustees
FROM: Peter J. Nicholls, Provost
RE: Designation of Cato T. Laurencin, M.D., Ph.D. as University Professor

RECOMMENDATION:

That the Board of Trustees confer upon Cato T. Laurencin, M.D., Ph.D. the title of University Professor to take effect on July 1, 2011.

BACKGROUND:

Vice President Laurencin has served as the Vice President for Health Affairs and Dean of the School of Medicine at the University of Connecticut Health Center since 2008, and has led the University through a period of positive transformation. Dr. Laurencin announced his plans to step down as Vice President and Dean on June 16, 2011. He will remain at the University as a member of the faculty in the Department of Orthopaedic Surgery in the School of Medicine and in the Department of Chemical, Materials and Biomolecular Engineering in the School of Engineering, where he currently holds the title of Professor with tenure in each department.

In addition, Vice President Laurencin will focus on his work as Chief Executive Officer of the Connecticut Institute for Clinical and Translational Science (CICATS) and Director of the Institute for Regenerative Engineering. Furthermore, he will be the Albert and Wilda Van Dusen Distinguished Chair in Orthopaedic Surgery, and he will continue to practice orthopaedic surgery as a valued member and colleague of the University of Connecticut Health Center.