



BOARD OF GOVERNORS *of the*
COLORADO STATE UNIVERSITY SYSTEM

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June 29, 2009

David E. Skaggs, Executive Director
Department of Higher Education
Colorado Commission on Higher Education
1560 Broadway, Suite 1600
Denver, CO 80202

RE: Performance Contract Extension
Hand Delivery

Dear Director Skaggs:

Enclosed please find the signed original of the Performance Contract Amendment No. 1 concerning the Colorado State University System institutions.

Since the Chancellor appointment is not effective until July 1, 2009, the Board of Governors in its June Board meeting authorized the Chair to sign this amendment.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael D. Nosler".

Michael D. Nosler
General Counsel

CC: Tony Frank
Joe Garcia
Hunt Lambert

**STATE OF COLORADO
DEPARTMENT OF HIGHER EDUCATION
PERFORMANCE CONTRACT AMENDMENT NO. 1**

1. PARTIES

THIS CONTRACT AMENDMENT NO. 1 (hereinafter called this "Amendment") to the Performance Contract entered into by and between the Department of Higher Education (hereinafter referred to as the "Department") and the Board of Governors for the Colorado State University System (hereinafter the "Original Contract"), made this 8th day of June, 2009, is entered into by and between the Department and the Board of Governors for the Colorado State University System (hereinafter called "Governing Board").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective and enforceable upon signature of the parties (hereinafter its "Effective Date") and upon review and approval by the Colorado Commission of Higher Education, in accordance with its provisions. The Department shall not be liable to pay or reimburse the Governing Board for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Original Contract, made on February 21st, 2005, in order to comply with the statutory requirements of the College Opportunity Fund Act, Title 23, Article 18, Section 101 *et seq.*

4. CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Original Contract, and the Original Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Original Contract and all prior amendments thereto, if any, are modified as follows:

- A. Section 1 of the Original Contract is amended as follows: **Scope of Contract.** This contract and Addenda A and B, which are hereby expressly incorporated herein, (the "Performance Contract"), sets forth the performance goals of Colorado State University, COLORADO STATE UNIVERSITY GLOBAL CAMPUS, and Colorado State University-Pueblo, (hereinafter referred to as "CSU" "CSU-GLOBAL" or "CSU-Pueblo" or collectively the "CSUS"). CSU has the statutory role and mission of a comprehensive graduate research university with selective admission standards offering a comprehensive array of baccalaureate, masters,

and doctoral degree programs. CSU-GLOBAL HAS THE STATUTORY ROLE AND MISSION OF OFFERING BACCALAUREATE DEGREE COMPLETION PROGRAMS FOR NONTRADITIONAL STUDENTS AND SELECTED MASTER-LEVEL GRADUATE PROGRAMS. CSU-Pueblo has the statutory role and mission of a regional, comprehensive university, with moderately selective admissions standards. This Performance Contract establishes the goals and reporting requirements pursuant to S.B. 04-189.

- B. Section 2 of the Original Contract is amended to extend the Term of this contract by eighteen months, with the new termination date to be on June 11, 2010.

7. **ORDER OF PRECEDENCE**

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Original Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8. **AVAILABLE FUNDS**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT NO. 1

<p>GOVERNING BOARD BOARD OF GOVERNORS FOR THE COLORADO STATE UNIVERSITY SYSTEM</p> <p>BY: <u>[Signature]</u> Chancellor/Chair</p> <p>Date: <u>6/24/09</u></p> <p>APPROVED</p> <p>BY: <u>[Signature]</u> Chair, Board of Governors for the Colorado State University System</p> <p>Date: <u>6/24/09</u></p>	<p>DEPARTMENT COLORADO DEPARTMENT OF HIGHER EDUCATION</p> <p>BY: <u>[Signature]</u> David Skaggs, Executive Director</p> <p>Date: <u>9 June 2009</u></p> <p>APPROVED</p> <p>BY: <u>[Signature]</u> Chair, Colorado Commission on Higher Education</p> <p>Date: <u>12 June 2009</u></p>
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