December 9, 1982

### 18 EXECUTIVE BILL #6

## UNIVERSITY OF COLORADO STUDENT UNION

Sponsored By: Executives:

Tad Milller Rich Ling

A BILL

### **BILL SUMMARY**

Reinstates the contract between UCSU & CoPIRG, Inc.

# BE IT ENACTED by the Executive Council of the University of Colorado Student Union, THAT:

SECTION I: The UCSU shall reinstate the attached contract between CoPIRG and the UCSU. (This contract was introduced at the 12/2/82 meeting.)

**SECTION 2:** This legislation shall take effect upon the stipulation of favorable review by UCSU Legal Services

December 9, 1982 - ONLY READING - PASSED - 11-3-0

Tad Miller, UCSU Executive

Matt Sunderland President Pro-Tempore UCSU Executive Council

Rich Ling, SU Executive IIC

#### UCSU/CoPIRG AGREEMENT

This agreement, effective the 9th day of December, 1982, by the University of Colorado Student Union (hereinafter called "UCSU") and Colorado Public Interest Research Group, Inc. (hereinafter called CoPIRG, Inc."), a Colorado non-profit corporation, for the continuation of a CoPIRG chapter on the Boulder Campus of the University of Colorado (hereinafter called "CoPIRG-Boulder").

Whereas, CoPIRG, Inc. is a statewide organization comprised of student controlled, student-funded CoPIRG chapters at Colorado universities and colleges; and,

Whereas, as set forth in the By-Laws of CoPIRG, Inc., the State Board of Directors (comprised entirely of students from all campus CoPIRG chapters) is the sole governing body of CoPIRG, Inc. and is responsible for entering into any contracts and legal agreements regarding CoPIRG; and,

Whereas, the students of the University of Colorado by referenda approved the establishment of a CoPIRG chapter on the CU campus in 1975, authorized that chapter's continuation in 1979, and authorized further continuation of the chapter with refundable fee support in 1982; and,

Whereas, the CU Board of Regents approved the establishment of a CoPIRG chapter on the CU campus in 1976; and,

Whereas, UCSU is willing to collect fees from its students, as agent for its students, on condition that refunds shall be made available through CoPIRG to those students who elect not to support CoPIRG, in strict accordance with this Agreement;

Now, therefore, in consideration of their mutual promises, and the authorization of the UCSU, the University and CoPIRG, Inc. agree as follows:

l. Activities

- A. CoPIRG, Inc. shall organize and conduct non-partisan analysis, study, research and/or action concerned with, but not limited to, consumer and environmental protection and make the results thereof available to students at the University of Colorado, Boulder.
- B. CoPIRG, Inc. shall maintain its status as a non-profit, non-partisan organization under all applicable laws and regulations of the State of Colorado an the United States of America.
- C. CoPIRG, Inc. shall in no way endorse or support any political candidate

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will be given through the Colorado Daily and Campus Press newspapers, and through notices posted at a reasonable number of prominent locations on the CU campus. Refund hours will include selective evening hours for those students who attend only night classes.

- C. In addition to the five consecutive days mentioned in paragraphs A and B, CoPIRG will provide refunds the 7th and 8th weeks of fall and spring semester through the CoPIRG-Boulder office. Refunds will be provided two days a week, two hours a day during those weeks.
- D. Students who show special needs can receive a refund until the last day of classes.
- E. CoPIRG shall take no action at or in the vicinity of the refund stations to dissuade any student from seeking a refund.
- IV. Financial Policy
  - A. The financial records of CoPIRG, Inc. and CoPIRG-Boulder shall be open for inspection by the University and/or UCSU at any time during regular business hours or upon written request. Furthermore, any inquiries regarding financial records by the University and/or UCSU shall be answered promptly by CoPIRG-Boulder and/or CoPIRG, Inc.
  - B. All student fees collected by the UCSU on behalf of CoPIRG, Inc., shall be placed under the exclusive control of the CoPIRG-Boulder Board of Directors.
  - C. Should a deficit exist at such time as CoPIRG-Boulder is terminated according to the provisions of this contract, the deficit shall be paid by the state organization of CoPIRG, Inc.

V. Local Board of Directors

- A. As provided in the state By-Laws of CoPIRG, Inc., a Local Board of Directors shall be established to manage the property, funds, and business affairs of CoPIRG-Boulder.
- B. CoPIRG-Boulder representation on the State Board of Directors shall be comprised of fee paying students in accordance with the By-Laws of CoPIRG, Inc.
- C. The Local Board of Directors of CoPIRG-Boulder shall consist of seven

the collection of the refundable fee.

IX. Revision of the Contract

A. A change in this contractual agreement may be made by either standard UCSU Executive Council legislation, or by Student Referenda which, within the confines of the UCSU Constitution, shall be considered binding.

- X. <u>Term of the Contract</u>
  - A. CoPIRG-Boulder shall reaffirm student support for maintaining a CoPIRG chapter through a referendum every two years. The UCSU Executive Council shall write that referendum. Following said referendum, UCSU will review this agreement with the option to continue or terminate. Continuation of this contract shall be by Executive Council legislation. Said continuation shall be by approval of a simple majority of Executive Council members present and voting and contingent upon favorable review from UCSU Legal Services.

FOR THE UNIVERSITY OF COLORADO STUDENT UNION:

FOR THE COLORADO PUBLIC RESEARCH GROUP:

UCSU EXECUTIVE

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LOCAL BOARD CHAIR

Dec. 14, 1982

DATE

UCSU EXECUTIVE

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UCSU PRO-TEMPORE

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