

THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES' REPORT

Conference Call Meeting
Monday, February 9, 2015

The final report can be found on the University of Wyoming Board of Trustees website at <http://www.uwyo.edu/trustees/>

THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES MEETING REPORT

Monday, February 9, 2015

8:00 a.m.

Conference Call
in Old Main Boardroom

Agenda Items for Discussion

I. Budget Bill Highlights (if information is available) – Mai	1
II. Compensation/Salary Distribution Policy for FY 2016 – Mai.....	2
III. Fees for FY 2016 and Differential Tuition – Mai	4
IV. Update re: Flooding on Campus – Mai	16

Consent Agenda Items for Approval

(Trustees are able to pull items off this list for discussion and/or separate vote.)

I. Sheridan Incubator Lease Agreement (reviewed and discussed during the January 2015 Board of Trustees Meeting) – Miller/Gern/Mai	34
II. Revision to UW Regulations – Miller.....	35
III. Fiscal Year 2015 Budget Authority Increase (Agency 167) – Mai/Lowe	49

I. AGENDA ITEM TITLE: Budget Bill Highlights (if information is available), Mai

- Work Session
- Education Session
- Information Item
- Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Vice President of Administration Bill Mai will present to the Board budget bill highlights if they are available.

II. AGENDA ITEM TITLE: Compensation/Salary Distribution Policy for FY 2016, Mai

- Work Session
- Education Session
- Information Item
- Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see next page for information.

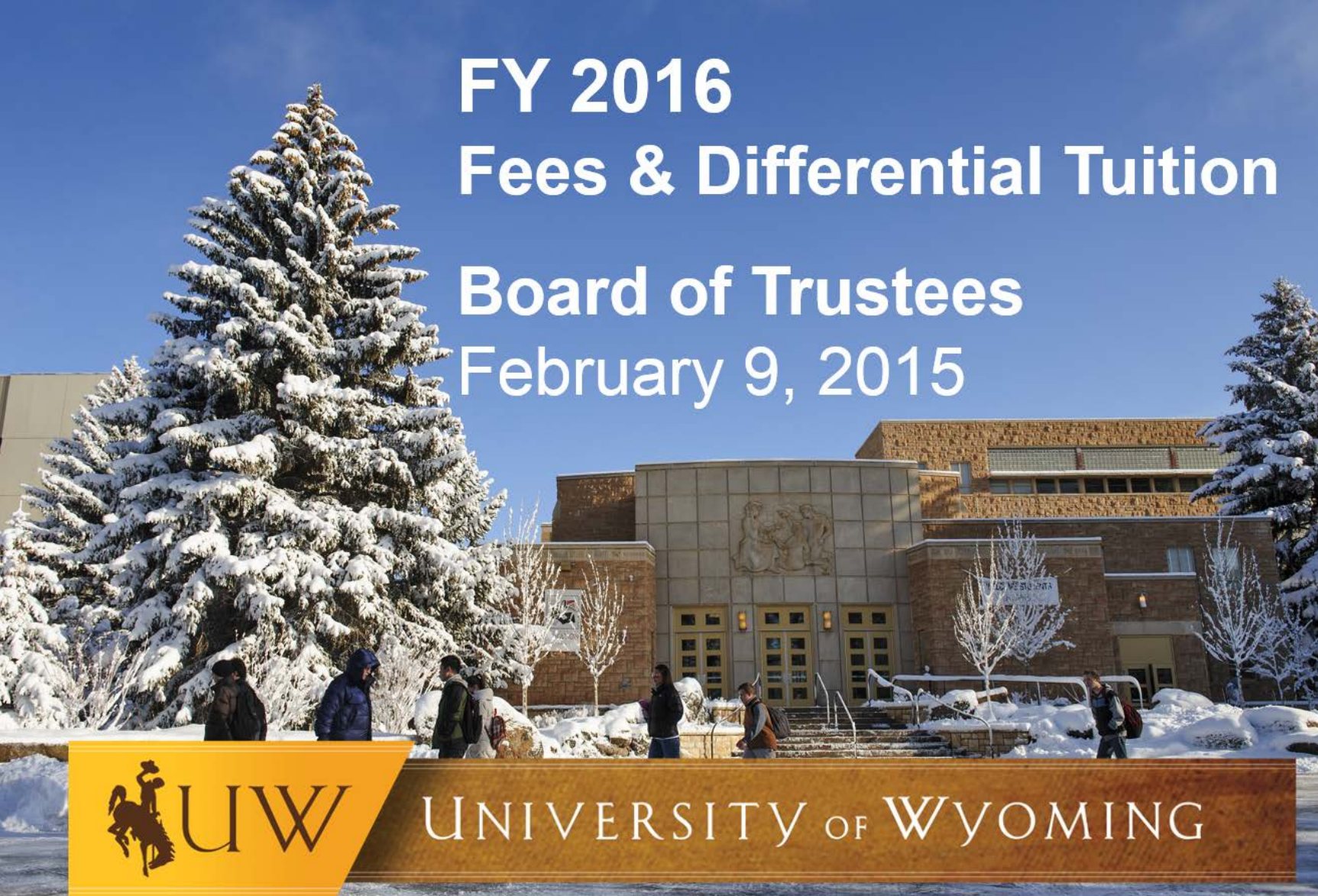
UW Compensation Allocation Comparison						
Section I only - in millions						
RAISE ALLOCATIONS ARE NET OF EMPLOYER-PAID BENEFITS (EPBs)	FY 2015		FY 2016			
	Actual		Plan A - \$1M addtl. GF		Plan B - No addtl. GF	
General Fund - 2014 Appropriation						
Faculty & Staff - Raises	\$ 3.380	2.39%	\$ 3.395	2.33%	\$ 3.395	2.33%
EPBs	\$ 0.770		\$ 0.805		\$ 0.805	
GF - 2014 Total	\$ 4.150		\$ 4.200		\$ 4.200	
Tuition						
Faculty - Tenure & Promotion (\$425k less EPBs)			\$ 0.344	0.24%	\$ 0.344	0.24%
Faculty - Recruitment & Retention (\$600k less EPBs)					\$ 0.485	0.33%
Staff - Recruitment & Retention (\$275k less EPBs)					\$ 0.222	0.15%
EPBs			\$ 0.081		\$ 0.249	
Subtotal - Priorities			\$ 0.425		\$ 1.300	
Faculty & Staff - Raises	\$ 0.810	0.58%	\$ 1.273	0.87%	\$ 0.566	0.39%
EPBs	\$ 0.190		\$ 0.302		0.134	
Subtotal F&S - Raises			\$ 1.575		\$ 0.700	
Tuition Total	\$ 1.000		\$ 2.000		\$ 2.000	
General Fund - Recruitment & Retention						
Faculty - Recruitment & Retention (\$600k less EPBs)			\$ 0.485	0.33%		
Staff - Recruitment & Retention (\$275k less EPBs)			\$ 0.222	0.15%		
EPBs			\$ 0.168			
Subtotal - Priorities			\$ 0.875			
Faculty & Staff - Raises			\$ 0.101	0.07%		
EPBs			0.024			
Subtotal F&S - Raises			\$ 0.125			
GF - R&R Total			\$ 1.000			
Grand Total						
Raises	\$ 4.190	2.97%	\$ 5.820	4.00%	\$ 5.012	3.44%
EPBs	\$ 0.960		\$ 1.380		\$ 1.188	
Grand Total	\$ 5.150		\$ 7.200		\$ 6.200	
Salary Base	\$ 141.300		\$145.500		\$145.500	
EPB %	22.7%		23.7%		23.7%	

III. AGENDA ITEM TITLE: Fees for FY 2016 and Differential Tuition, Mai

- Work Session
- Education Session
- Information Item
- Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see next page for information.



FY 2016 Fees & Differential Tuition Board of Trustees February 9, 2015



UW

UNIVERSITY OF WYOMING

Mandatory Fees

- Mandatory fees are paid by all Laramie campus full-time and part-time students
- Six Mandatory fees support Student Union, Student Services*, Student Health Service, Athletics, Campus Recreation, and Transit
 - *Transit fee will not increase in FY 16*

* Student Services fee supports ASUW, Student Media, Recycling, Wellness, AWARE, and Music/Theatre.



Summary of Mandatory Fee Proposals for FY2016

<u>Mandatory Student Fees¹</u>	FY 2015	FY 2016
Wyoming Union	\$ 292.62	\$ 312.10
Student Services	\$ 186.12	\$ 215.10
Student Health Service	\$ 214.06	\$ 222.38
Intercollegiate Athletics	\$ 230.00	\$ 230.00
Campus Recreation Programs	\$ 225.00	\$ 234.00
Transit Fee	\$ 107.92	\$ 107.92
Total Mandatory Student Fees	\$1,255.72	\$1,321.50
Total Annual \$ Increase	-	\$ 65.78

¹Fees are shown on an annual basis



UW Tuition and Mandatory Fees 2016

	FY 2015	FY 2016	\$ Increase	% Increase
Tuition (<i>Resident Undergraduate</i>)*	\$3,390.00	\$3,570.00	\$180.00	5.3%
Total Mandatory Student Fees	\$1,255.72	\$1,321.50	\$ 65.78	5.2%

Total Tuition and Mandatory Fees	\$4,645.72	\$ 4,891.50	\$ 245.78	5.3%
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* A tuition increase of 5% was approved in November for FY 2016



Non-Mandatory Fees

- Residence Life and Dining Services
 - Room (FY 2016 ~ 4.35%)
 - Board (FY 2016 ~ 3.20%)
 - Rent (FY 2016 ~ 0.75%)
- No new course fees, some existing program/course specific fees were adjusted
- User Fees also include charges for facility usage, technology fees for scanning and cataloging printed material, golf course and day-care fees, and parking and transit fees. The majority of these fees are charged to non-students.
- All other Non-mandatory Fees are listed in the University of Wyoming Fee Book publication

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 Board of Trustees' Meeting Report
 February 9, 2015 – Trustee Conference Call
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2014-15 Resident Undergraduate Tuition & Fees Among all U.S. Public Doctoral Institutions

1 - U. of Pittsburgh - Pittsburgh Campus	17,772	45 - Georgia Institute of Technology	11,394	89 - U. of Wisconsin - Milwaukee	9,391	133 - U. of New Orleans	7,482
2 - College of William and Mary	17,656	46 - U. of South Carolina - Columbia	11,238	90 - Lamar U.	9,362	134 - Oklahoma State U.	7,442
3 - Penn State U.	17,502	47 - U. of Cincinnati	11,000	91 - Ball State U.	9,344	135 - U. of Nebraska at Omaha	7,388
4 - Colorado School of Mines	16,918	48 - U. of Arizona	10,957	92 - Texas Tech U.	9,308	136 - Morgan State U.	7,378
5 - U. of New Hampshire	16,552	49 - U. of Georgia	10,836	93 - Old Dominion U.	9,250	137 - Texas Woman's U.	7,310
6 - U. of Vermont	16,196	50 - U. of Colorado Boulder	10,789	94 - U. of Toledo	9,242	138 - Bowie State U.	7,299
7 - New Jersey Institute of Technology	15,648	51 - Western Michigan U.	10,685	95 - Texas A&M U. - Main Campus	9,179	139 - Wichita State U.	7,266
8 - U. of Illinois at Urbana - Champaign	15,602	52 - U. of Hawaii at Manoa	10,620	96 - U. of Alabama in Huntsville	9,158	140 - U. of Texas at El Paso	7,239
9 - Temple U.	15,096	53 - Oakland U.	10,613	97 - Oregon State U.	9,122	141 - Tennessee State U.	7,224
10 - U. of California - Irvine	14,757	54 - U. of Maine	10,606	98 - U. of Texas at San Antonio	9,082	142 - Georgia Southern U.	7,190
11 - Miami U. - Oxford	14,287	55 - Ohio U.	10,602	99 - Kansas State U.	9,034	143 - Mississippi State U.	7,140
12 - Michigan Technological U.	14,040	56 - Bowling Green State U.	10,590	100 - U. of Memphis	8,973	144 - U. of Mississippi	7,096
13 - U. of California - Davis	13,896	57 - U. of Houston	10,518	101 - Sam Houston State U.	8,932	145 - U. of Southern Mississippi	6,980
14 - U. of California - Santa Barbara	13,866	58 - U. of Kentucky	10,464	102 - Indiana U. - Purdue U. Indianapolis	8,909	146 - West Virginia U.	6,960
15 - Rutgers State U. - New Brunswick	13,813	59 - U. of Kansas - Main Campus	10,448	103 - U. of Texas - Arlington	8,878	147 - U. of Louisiana at Lafayette	6,948
16 - U. of Illinois - Chicago	13,640	60 - U. of Louisville	10,432	104 - SUNY - Buffalo	8,871	148 - San Diego State U.	6,866
17 - U. of California - Riverside	13,587	61 - U. of Wisconsin - Madison	10,410	105 - Louisiana State U.	8,750	149 - Texas A&M U. - Commerce	6,866
18 - U. of Minnesota - Twin Cities	13,560	62 - Indiana U.	10,386	106 - Wright State U.	8,730	150 - U. of Alaska - Fairbanks	6,825
19 - U. of Michigan	13,486	63 - U. of Maryland - Baltimore County	10,384	107 - SUNY - Binghamton	8,619	151 - U. of Nevada - Las Vegas	6,805
20 - Clemson U.	13,446	64 - George Mason U.	10,382	108 - SUNY - Albany	8,567	152 - Montana State U. - Bozeman	6,801
21 - U. of Massachusetts Amherst	13,443	65 - U. of Akron	10,260	109 - SUNY - Stony Brook	8,430	153 - U. of Nevada - Reno	6,789
22 - U. of California - San Diego	13,427	66 - Georgia State U.	10,240	110 - Indiana State U.	8,416	154 - U. of Idaho	6,784
23 - U. of California - Santa Cruz	13,398	67 - Auburn U.	10,200	111 - U. of North Carolina - Chapel Hill	8,336	155 - Jackson State U.	6,602
24 - Rutgers State U. - Newark	13,297	68 - Arizona State U.	10,157	112 - U. of South Alabama	8,310	156 - New Mexico State U.	6,573
25 - Illinois State U.	13,296	69 - South Carolina State U.	10,088	113 - North Carolina State U.	8,296	157 - Idaho State U.	6,566
26 - U. of Virginia	13,208	70 - Ohio State U.	10,037	114 - Texas A&M U. - Corpus Christi	8,288	158 - Florida State U.	6,507
27 - Michigan State U.	13,200	71 - Kent State U.	10,012	115 - U. of Arkansas - Fayetteville	8,210	159 - Florida International U.	6,506
28 - U. of California - Los Angeles	13,194	72 - Purdue U.	10,002	116 - Middle Tennessee State U.	8,188	160 - U. of New Mexico	6,447
29 - U. of California - Berkeley	12,972	73 - Northern Arizona U.	9,990	117 - Texas Southern U.	8,126	161 - U. of South Florida	6,410
30 - U. of Connecticut	12,700	74 - U. of Colorado Denver	9,985	118 - U. of Iowa	8,079	162 - U. of North Carolina - Greensboro	6,386
31 - U. of Massachusetts - Lowell	12,647	75 - U. of Oregon	9,918	119 - U. of Nebraska - Lincoln	8,070	163 - Utah State U.	6,384
32 - Northern Illinois U.	12,549	76 - Colorado State U.	9,897	120 - Louisiana Tech U.	8,052	164 - U. of West Florida	6,369
33 - U. of Rhode Island	12,506	77 - U. of Texas - Austin	9,830	121 - U. of South Dakota	8,022	165 - U. of Central Florida	6,368
34 - Washington State U.	12,428	78 - U. of Alabama	9,826	122 - East Tennessee State U.	7,985	166 - U. of Florida	6,313
35 - Virginia Commonwealth U.	12,398	79 - U. of North Texas	9,705	123 - North Dakota State U.	7,940	167 - U. of North Carolina at Charlotte	6,277
36 - U. of Washington	12,394	80 - Cleveland State U.	9,686	124 - U. of Utah	7,834	168 - Florida Atlantic U.	6,193
37 - U. of Delaware	12,342	81 - Missouri U. of Science & Technology	9,537	125 - Portland State U.	7,794	169 - U. of Montana	6,099
38 - Southern Illinois U. - Carbondale	12,248	82 - U. of Alabama at Birmingham	9,505	126 - U. of North Dakota	7,741	170 - East Carolina U.	6,078
39 - Virginia Tech	12,017	83 - U. of Oklahoma - Norman	9,495	127 - U. of Northern Colorado	7,733	171 - Florida Agricultural and Mechanical U.	5,775
40 - U. of Massachusetts - Boston	11,966	84 - U. of Missouri - St. Louis	9,480	128 - Iowa State U.	7,731	172 - North Carolina A & T State U.	5,642
41 - U. of Tennessee - Knoxville	11,876	85 - U. of Missouri - Kansas City	9,476	129 - South Dakota State U.	7,713	173 - U. OF WYOMING	4,646
42 - U. of Texas - Dallas	11,806	86 - Indiana U. of Pennsylvania	9,470	130 - U. of Arkansas at Little Rock	7,676		
43 - Central Michigan U.	11,550	87 - U. of Missouri - Columbia	9,433	131 - Texas A&M U. - Kingsville	7,554		
44 - Wayne State U.	11,448	88 - U. of Maryland - College Park	9,427	132 - SUNY - College of Environ Sci/Forestry	7,524		

FY 16
 \$4,892



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2014-15 Non-Resident Undergraduate Tuition & Fees Among *all U.S. Public Doctoral Institutions*

1 - U. of Virginia	42,394	45 - U. of Maine	28,486	89 - Kansas State U.	22,624	133 - Ohio U.	19,566
2 - U. of Michigan	41,906	46 - Georgia State U.	28,450	90 - U. of Missouri - Kansas City	22,535	134 - U. of North Carolina at Charlotte	19,448
3 - College of William and Mary	39,916	47 - U. of Massachusetts - Boston	28,390	91 - Northern Arizona U.	22,510	135 - U. of Louisiana at Lafayette	19,348
4 - U. of Vermont	37,844	48 - U. of Colorado Denver	28,255	92 - U. of Central Florida	22,467	136 - Idaho State U.	19,326
5 - U. of California - Irvine	37,635	49 - U. of Pittsburgh - Pittsburgh Campus	28,168	93 - U. of Montana	22,372	137 - U. of Northern Colorado	19,277
6 - U. of California - Davis	36,774	50 - Rutgers State U. - Newark	28,075	94 - SUNY - Buffalo	22,291	138 - U. of West Florida	19,251
7 - U. of California - Santa Barbara	36,744	51 - U. of Rhode Island	28,072	95 - U. of Oklahoma - Norman	22,269	139 - U. of Mississippi	19,144
8 - U. of California - Riverside	36,465	52 - Virginia Tech	28,048	96 - U. of Nebraska - Lincoln	21,990	140 - U. of Wisconsin - Milwaukee	19,119
9 - U. of California - San Diego	36,305	53 - U. of Massachusetts - Lowell	27,600	97 - SUNY - Stony Brook	21,850	141 - Texas A&M U. - Corpus Christi	19,113
10 - U. of California - Santa Cruz	36,276	54 - U. of Iowa	27,409	98 - Northern Illinois U.	21,802	142 - Texas Southern U.	18,986
11 - U. of California - Los Angeles	36,072	55 - Auburn U.	27,384	99 - Florida Atlantic U.	21,749	143 - Texas A&M U. - Kingsville	18,984
12 - U. of California - Berkeley	35,850	56 - U. of Wisconsin - Madison	26,660	100 - Florida State U.	21,673	144 - North Dakota State U.	18,969
13 - Michigan State U.	34,965	57 - Ohio State U.	26,537	101 - U. of Alabama at Birmingham	21,445	145 - Florida International U.	18,905
14 - U. of Texas - Austin	34,836	58 - Louisiana State U.	26,467	102 - Montana State U. - Bozeman	21,390	146 - U. of Akron	18,791
15 - Colorado School of Mines	33,598	59 - Texas A&M U. - Main Campus	26,356	103 - East Carolina U.	21,275	147 - U. of Arkansas at Little Rock	18,746
16 - U. of Washington	33,513	60 - U. of Cincinnati	26,334	104 - U. of North Carolina - Greensboro	21,248	148 - U. of Toledo	18,580
17 - U. of North Carolina - Chapel Hill	33,418	61 - Oregon State U.	26,294	105 - U. of Alabama in Huntsville	21,232	149 - Utah State U.	18,491
18 - Indiana U.	33,240	62 - Colorado State U.	26,077	106 - U. of New Orleans	21,092	150 - North Carolina A & T State U.	18,488
19 - U. of Colorado Boulder	33,151	63 - U. of Illinois - Chicago	26,030	107 - Indiana U. of Pennsylvania	20,965	151 - Mississippi State U.	18,478
20 - U. of Connecticut	32,880	64 - U. of Kansas - Main Campus	25,731	108 - Illinois State U.	20,886	152 - U. of North Dakota	18,409
21 - Clemson U.	31,462	65 - Washington State U.	25,510	109 - U. of Minnesota - Twin Cities	20,810	153 - Indiana State U.	18,346
22 - U. of Texas - Dallas	31,328	66 - Old Dominion U.	25,420	110 - U. of Nevada - Las Vegas	20,715	154 - Texas Woman's U.	18,170
23 - U. of Oregon	30,888	67 - Missouri U. of Science & Technology	25,404	111 - U. of Nevada - Reno	20,699	155 - U. of Texas at El Paso	18,169
24 - Georgia Institute of Technology	30,698	68 - Middle Tennessee State U.	25,252	112 - U. of Memphis	20,685	156 - San Diego State U.	18,026
25 - U. of Delaware	30,692	69 - East Tennessee State U.	25,151	113 - U. of New Mexico	20,664	157 - Kent State U.	17,972
26 - Virginia Commonwealth U.	30,459	70 - Temple U.	25,122	114 - New Mexico State U.	20,658	158 - Bowling Green State U.	17,898
27 - Penn State U.	30,452	71 - U. of Utah	25,057	115 - Iowa State U.	20,617	159 - Bowie State U.	17,875
28 - Miami U. - Oxford	30,394	72 - U. of Alabama	24,950	116 - Tennessee State U.	20,580	160 - Texas A&M U. - Commerce	17,726
29 - U. of Tennessee - Knoxville	30,326	73 - Western Michigan U.	24,917	117 - U. of North Texas	20,565	161 - Florida Agricultural and Mechanical U.	17,715
30 - U. of Illinois at Urbana - Champaign	30,228	74 - Southern Illinois U. - Carbondale	24,871	118 - West Virginia U.	20,424	162 - U. of South Florida	17,324
31 - Indiana U. - Purdue U. Indianapolis	30,088	75 - U. of Missouri - St. Louis	24,795	119 - U. of Alaska - Fairbanks	20,412	163 - SUNY - College of Environ Sci/Forestry	17,174
32 - George Mason U.	29,960	76 - Ball State U.	24,610	120 - U. of Idaho	20,314	164 - Wright State U.	16,910
33 - U. of Maryland - College Park	29,720	77 - Arizona State U.	24,503	121 - U. of Arkansas - Fayetteville	20,300	165 - Morgan State U.	16,862
34 - U. of New Hampshire	29,532	78 - Wayne State U.	24,471	122 - U. of Texas - Arlington	20,274	166 - U. of South Alabama	16,620
35 - Michigan Technological U.	29,520	79 - U. of Missouri - Columbia	24,460	123 - SUNY - Binghamton	20,259	167 - Jackson State U.	16,174
36 - U. of South Carolina - Columbia	29,520	80 - U. of Houston	24,378	124 - Lamar U.	20,222	168 - U. of Southern Mississippi	15,550
37 - U. of Arizona	29,421	81 - U. of Louisville	24,320	125 - SUNY - Albany	20,207	169 - Wichita State U.	15,300
38 - U. of Hawaii at Manoa	29,412	82 - Oakland U.	23,873	126 - Texas Tech U.	20,168	170 - U. OF WYOMING	14,876
39 - New Jersey Institute of Technology	29,288	83 - Central Michigan U.	23,670	127 - Georgia Southern U.	20,086	171 - Cleveland State U.	12,928
40 - U. of Georgia	29,046	84 - North Carolina State U.	23,551	128 - Oklahoma State U.	20,027	172 - U. of South Dakota	10,794
41 - U. of Massachusetts Amherst	28,998	85 - Portland State U.	23,319	129 - U. of Nebraska at Omaha	19,965	173 - South Dakota State U.	10,485
42 - Purdue U.	28,804	86 - U. of Kentucky	22,734	130 - South Carolina State U.	19,856		
43 - Rutgers State U. - New Brunswick	28,591	87 - U. of Maryland - Baltimore County	22,682	131 - U. of Texas at San Antonio	19,800		
44 - U. of Florida	28,590	88 - Louisiana Tech U.	22,635	132 - Sam Houston State U.	19,792		

FY 16
 \$15,632



2014-15 Average Annual Tuition and Fees at Wyoming Community Colleges

Resident Tuition and Fees

<i>INSTITUTION</i>	2010-11	2011-12	2012-13	2013-14	2014-15
Casper College	1,848	2,136	2,232	2,448	2,592
Central Wyoming College	2,136	2,208	2,472	2,568	2,712
Eastern Wyoming College	2,144	2,280	2,376	2,472	2,712
Laramie County Community College	2,472	2,544	2,640	2,796	2,832
Northern Wyoming Community College District	2,227	2,302	2,398	2,653	2,892
Northwest College	2,246	2,312	2,436	2,683	2,779
Western Wyoming Community College	1,994	2,142	2,186	2,282	2,424
AVERAGE of Wyoming Community Colleges	\$2,152	\$2,275	\$2,391	\$2,557	\$2,706
University of Wyoming	\$3,927	\$4,125	\$4,278	\$4,404	\$4,646

FY 16
 \$4,892

Non-Resident Tuition and Fees

<i>INSTITUTION</i>	2010-11	2011-12	2012-13	2013-14	2014-15
Casper College	5,112	5,544	5,832	6,240	6,576
Central Wyoming College	5,400	5,616	6,072	6,360	6,696
Eastern Wyoming College	5,408	5,688	5,976	6,264	6,696
Laramie County Community College	5,736	5,952	6,240	6,528	6,816
Northern Wyoming Community College District	5,491	5,710	5,998	6,445	6,876
Northwest College	5,510	5,720	6,036	6,475	6,763
Western Wyoming Community College	5,258	5,550	5,786	6,074	6,408
AVERAGE of Wyoming Community Colleges	\$5,416	\$5,683	\$5,991	\$6,341	\$6,690
University of Wyoming	\$12,237	\$12,855	\$13,488	\$14,124	\$14,876

FY 16
 \$15,632



UNIVERSITY OF WYOMING

FY 16 (5% R, 5% NR)
Resident and Non-Resident Rates
(per credit hour)

	FY 2016		
	Current Rate	Approved Rate	\$ Increase
Resident Undergraduate	\$ 113	\$ 119	\$ 6
Resident Graduate	\$ 221	\$ 232	\$ 11
Non-Resident Undergraduate	\$ 454	\$ 477	\$ 23
Non-Resident Graduate	\$ 660	\$ 693	\$ 33



Professional Programs

(Base + Differential per credit hour)

FY 2016

		Current Rate	Proposed Rate	\$ Increase	% Increase
J.D.	Resident	\$ 440	\$ 453	\$ 13	3.0%
Pharm. D.	Resident	\$ 406	\$ 419	\$ 13	3.2%
MBA	Resident	\$ 567	\$ 595	\$ 28	5.0%
DNP	Resident	\$ 319	\$ 335	\$ 16	5.0%
J.D.	Non-Resident	\$ 933	\$ 964	\$ 31	3.3%
Pharm. D.	Non-Resident	\$ 857	\$ 886	\$ 29	3.4%
MBA	Non-Resident	\$ 863	\$ 906	\$ 43	5.0%
DNP	Non-Resident	\$ 675	\$ 709	\$ 34	5.0%



Professional Programs- Assumptions FY 2016

- The base rate portion increases by 5% (with the exception of DNP which has no base rate – because it is an Outreach School program)
- Law (J.D.) and Pharmacy requested no increase in the differential portion
- MBA and DNP requested increases at the same rate as the base increase (5%).



IV. AGENDA ITEM TITLE: Update Re: Flooding on Campus, Mai

- Work Session
- Education Session
- Information Item
- Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see next page for information.

DRAFT

University of Wyoming
Cold Weather Incident Report
February 4, 2015

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1. Introduction

During the period of December 30, 2014 through January 5, 2015 the University of Wyoming experienced a number of freezing conditions in buildings that resulted in water damage and some contents damage. Laramie experienced temperatures of between -34° and -18° for a period of four days (December 29-January 1). Ten University buildings incurred damage and two others experienced minor issues that required minimal repairs.

In late December 2013, the University experienced similar freeze up conditions in ten buildings. At that time, it was determined that a six-hour power outage was the primary contributing factor in those incidents. The University addressed all of the cold weather issues from the 2013 event and - excluding the Visual Arts and the Indoor Practice Facility - no other buildings experienced a second cold weather occurrence in 2014-2015.

This report includes an analysis of the 2014-2015 incidents, response, causes and future mitigation plans. The report will formulate conclusions and make recommendations for processes and protocols to be followed in future years.

2. 2014/2015 Incidents

Twelve buildings were identified as part of the 2014-2015 Cold Weather Event at the University of Wyoming. In terms of the affected buildings, one sustained extensive damage, six were moderate and five were minor. This section of the report will provide important details and updated reports for the twelve buildings.

The following table is a summary of the building incidents.

2014-2015 Cold Weather Event

#	Building/Date/Event	Cause	Restoration	Status (1-28-15)
Extensive Damage				
1	Education Annex - 1/3/15- UW Police notified UW Physical Plant, alerted by fire alarm. Domestic waterline froze at sink in the north wall of Rm 318 Math Lab.	Water pipe for the sink was close to a concrete column without any insulation hence the 90 degree joints froze and flooded. Window left open on floor below. (Design Issue & Human Error)	Extensive - Outside contractor (Belfor) assigned to repair pipes, drywall and replace ceiling tiles, and paint impacted areas on 1st, 2nd and 3rd floors.	Sink isolated; fire alarm panel and elevator repaired; restoration and repair by Belfor. Classrooms fully repaired and restored for start of classes on 1/26/15.
#	Building/Date/Event	Cause	Restoration	Status (1-28-15)
Moderate Damage				
2	Coe History Addition - 12/30/14 UW Police Department reported the problem and contract services (Belfor) responded within 4 hours. Domestic Waterline froze at 3rd floor custodial sink.	Bathroom/Storeroom Exhaust Fan was turned off via a switch in the basement. There is no backdraft damper on this unit so cold air was allowed to drop into custodial closets and restrooms. Negative pressure in Coe Library contributed to the cold air infiltration in this adjoining building. (System/ Controls Failure)	Moderate - UW Physical Plant repaired the stairwell ceiling, replaced 2 light fixtures; flooring and ceiling on 1st and 2nd floors; and 3rd floor sink.	Building is open and all plumbing systems are repaired. Hallway ceiling on main floor has been restored. Damaged rooms that were previously taken off line due to scheduled classroom renovations will remain off line. In one of the two stairwells in the building, asbestos was discovered in the floor tiles and the stairwell ceiling plaster so the stairwell is cordoned off until abatement can be scheduled. The other stairwell was undamaged and is open.

#	Building/Date/Event	Cause	Restoration	Status (1-28-15)
Moderate Damage				
3	<p>Coe Library- 12/31/14- UW Police Department notified Physical Plant of a fire alarm. Fire suppression line froze and broke, flooding some unused rooms. Main Floor Reading Room: Fire Suppression line froze and broke near outside wall flooding Reading Room and room below.</p>	<p>Pressure Sensor in 1970's Addition failed causing the building relief fans to create negative pressure which resulted in outside cold air being drawn into the space. Previously abandoned HVAC units were not properly sealed off in prior remodels. In the Reading Room air entered through poor envelope and nearby outside air duct feeding electrical room in basement. Unauthorized modifications to air vents contributed to the problem. (System/Controls Failure)</p>	<p>Moderate - UW Physical Plant replaced static controls, repaired one wall on 6th floor IT closet, painted ceiling in stairwell, replaced 2 sprinkler heads, spot replaced older carpet, replaced baseboard in reading room. Blocked off 6th floor air handling units.</p>	<p>Building is open and all plumbing systems have been repaired. The failed sensor has been repaired/overridden. An outside Engineering Consulting Firm (PCD, Inc.) has been hired to study the building ventilation system and make solid sequence and corrective recommendations. Building repairs are complete excluding the replacement of carpet in abandoned computer rooms and the Reading Room/basement.</p>
4	<p>Washakie- 1/1/15. UW Residence Life and UW Physical Plant responded to the issue. Roof top heating coils froze</p>	<p>Outside Air Damper stuck open and Hot Water system had insufficient glycol in the system. (System Failure)</p>	<p>Moderate - UW Physical Plant made dining room ceiling repairs, replaced drywall in basement, and repaired heating coils.</p>	<p>Building is open. Failed coils have been circumvented and will be replaced this summer per Residence Life and Dining Services. Glycol has been added to the water system to eliminate future issues. All wall and ceiling systems have been repaired and painted with minor touch up proceeding.</p>

#	Building/Date/Event	Cause	Restoration	Status (1-28-15)
Moderate Damage				
5	State Vet Lab- 12/31/14- Vet Sciences faculty identified the issue and UW Physical Plant responded with assistance from Belfor. Domestic and DI (deionized water system) waterline break.	Boilers shutdown on freeze protection (Design Issue)	Moderate - UW Physical Plant replaced ceiling tiles; repaired Classroom-drywall, ceiling, The UW Risk/Safety Office identified AV and scientific equipment replacement needed.	Building is open and boiler systems are operational. Further analysis of the boiler systems is ongoing with UW Physical Plant and an outside engineering firm. All wall and ceiling systems have been repaired and painted with minor touch up proceeding.
6	Cheney Center/ Student Health- 1/2/15- Discovered by custodial supervisor. UW Physical Plant responded. Waterline froze at sink in room 203.	Window left open (Human Error)	Moderate - UW Physical Plant replaced ceiling tiles, drywall, baseboards. Also repaired some cabinets and office equipment.	Building is open and all plumbing systems have been repaired. All wall and ceiling systems have been repaired and painted with minor touch up proceeding.
7	White Hall- 1/2/15- Residence Life identified the issue. Multiple domestic water pipes froze and broke within overhang/soffit.	Exhaust fan improperly modified during recent renovation creating severe air infiltration. Also, ductwork added in soffit that blocked warm air from entering north and south soffits. (Design Issue)	Moderate - ruined soffit insulation and access holes had to be cut in soffit.	Building is open and all plumbing systems repaired. Contractor hired to replace insulation and move problem ductwork and provide insulated access covers.

#	Building/Date/Event	Cause	Restoration	Status (1-28-15)
Minor Damage				
8	Visual Arts- 12/31/14 - UW Physical Plant responded to a Building Automation System alarm at midnight. Sprinkler line froze in mechanical room and broke due to poor envelope performance.	Air infiltration in mechanical room due to poor envelope performance. (Design Issue)	Minor - UW Physical Plant replaced some drywall and baseboard in pottery and mechanical rooms.	Building is open and all plumbing systems have been repaired. Wall and ceiling damage has been repaired and painted with minor touch up proceeding. On 1-21-15 a Building Envelope Consulting firm conducted a thorough analysis of the Visual Arts building envelope with a full report expected the week of February 2nd.
9	Indoor Practice Facility- 12/31/14- Building occupants identified leak and alerted UW Physical Plant. Frozen/broken fire suppression system in the sports medicine storage room.	Poor envelope performance (Design Issue)	Minor - UW Physical Plant replaced 1 fire suppression head.	Restoration complete. Design underway for adding extra heating in all of the Storage rooms around the main arena.
10	College of Business- 1/3/15- Identified by custodian. Domestic water line leak discovered on lower level.	Solder joint compromised. (Design Issue)	Minor - UW Physical Plant repaired minor leak before any damage occurred.	Complete
11	Jacoby Golf Course Clubhouse- 1/4/15- UW Police Department identified the leak. External hose bib broken	Hose Bib in exterior wall with no drain down (Design Issue)	Minor - UW Physical Plant repaired drywall, painted, replaced paneling.	Repairs complete; restoration will be complete before golf season.

#	Building/Date/Event	Cause	Restoration	Status (1-28-15)
Minor Damage				
12	<u>Agriculture Extension Greenhouse</u> - 1/5/15- Identified by UW Police Department. Water line froze		Minor-one shelf with water damage	Complete

3. Current Processes

Current processes in place at the University to respond to and manage cold weather issues include:

- Operation of a 24/7 Service Desk
- Documented response and escalation processes for call-outs
- Communication and operational processes for planned and emergency building closures
- Building monitoring and control:
 - Scheduling buildings with digitally-equipped controls systems
 - Equipping buildings with building automation control sensors and alarms
 - Accumulating trend data on buildings for review and analysis
 - UW Building Automation Specialists and Control Specialists monitor building controls systems during business hours and can monitor those systems remotely after-hours to evaluate building conditions and proper response protocols

The Service Desk is staffed during business hours by Physical Plant Business Services personnel and after-hours by Central Energy Plant personnel. Physical Plant staff are on call after hours and during holidays with the requirement of a 30-minute response time to call-out situations. On call assignments are made in the areas of controls, plumbing, electric, locksmith, custodial and stores. Automated alarm conditions are routed to the appropriate on-call personnel or department for rapid response, as needed.

The Physical Plant employs use of a Computer Maintenance Management System (CMMS) work order system to generate, schedule, assign and track work orders on campus facilities. Data from the CMMS system is useful in issues analysis by examining historical information. Specific University practices regarding facilities monitoring during extreme cold/winter break are included as Appendix A.

The current cold weather incidents have revealed areas where existing UW procedures need to be enhanced and new procedures created to more specifically address extreme weather conditions and to provide additional facility monitoring during times when the campus is closed or mostly unoccupied. See conclusions and recommendations, Section 7, for proposed changes to current practices.

4. Additional Background Information

Most of the buildings that were involved in the recent cold weather events were constructed or renovated within the last 10-15 years. Primary causes fell into three specific categories: system or component failures, building envelope/design issues, or human error. A full analysis and ongoing evaluation is underway to determine actions that should be taken to prevent future building failures. University staff will take a lead role in this effort, but outside consultants and contractors will also provide technical support and assistance. Multiple issues have been identified as weaknesses or contributing factors. Those are included in the Conclusions and Recommendations, Section 7, of this report. Several buildings warrant further discussion.

Coe Library experienced a cold weather incident in December 2013 (as well as December 2014). The incidents, however, were caused by distinctly different circumstances. Following this year's December 2014 event, it has been determined that a comprehensive analysis of the heating and cooling systems should be undertaken due to the number of systems and the overall complexity of the building. Coe Library is actually an original building with two major additions. As the additions were constructed, the mechanical systems for the separate spaces were not fully integrated into one coherent system. A comprehensive analysis of all systems should reveal opportunities to improve overall building performance. An outside consultant has been selected to perform this analysis.

The History building is actually part of the 1957 Coe Library. The cold weather incident in this building was caused by the pressure failure in Coe Library. When the Coe Library building experienced an extreme negative pressure differential, negative air was pulled from every part of the building's ventilation system. The History building infrastructure is connected to Coe through the tunnel system. Outside air was drawn from an exhaust vent, through the tunnel and into Coe Library. That condition resulted in a freeze-up condition on the third floor of the History building. Internal analysis of the History building identified a number of mechanical issues that have since been corrected.

Visual Arts is another building that experienced cold weather failures in both December 2013 and December 2014. Weak points in the building envelope allowed cold air to be drawn into the mechanical systems, compromising the integrity of the system and resulting in freeze-up conditions. On January 21st an outside consultant conducted a building envelope test that identified several areas of leakage. A report will be finalized in the coming weeks and a project to improve the building envelope will be undertaken.

The Wyoming State Vet Lab (WSVL) has experienced several cold weather incidents that are the result of boiler failures and a compromised building envelope. It is important to note that these cold weather incidents are separate from the issues in the BSL3 lab. An energy performance audit performed in 2011 recommended the replacement of the original steam boiler at the WSVL with two natural gas-fired condensing hot water boilers. The new boiler system was installed in 2014 as part of an Energy Performance Contract (EPC) with an Energy Services Company (ESCo). The ESCo and its contractors are currently reviewing system designs and working to improve overall boiler reliability. UW is also evaluating the WSVL building envelope and will make necessary repairs and improvements.

5. Insurance

The University carries insurance on all of the affected properties with a \$250,000 deductible per occurrence and a \$1m aggregate limit after which the deductible drops to \$25,000 per occurrence.

Given the definitions of occurrence and event in the policy, and what is currently known about the causes of each event, it is possible that the freeze issues will not be treated as one occurrence under the University's insurance policy. Several factors contribute to this analysis including the time period over which the incidents occurred and other contributing factors.

When there is a final conclusion reached as to the precise cause of each event, the University will conduct a final analysis of the insurance policy definitions.

6. Costs

The costs of the 2015 cold weather events are still being calculated in categories of clean-up, restoration and corrective actions. Current estimates indicate that the total costs for clean-up, restoration and initial repairs will be in the \$500,000 range. The sources of revenue for these costs will be identified following determinations by insurers.

Several buildings will require some redesign and modification. Information regarding that will be provided when design is complete.

7. Conclusions and Recommendations

Three primary conclusions have arisen from analysis of the December 2014/January 2015 cold weather events and their causes. First, University procedures and protocols need to be thoroughly reviewed and updated to provide guidance before, during and after future cold weather events. A Cold Weather Protocols and Processes document is being developed to guide actions. Second, detailed analysis of buildings should be conducted to identify issues and weaknesses that could contribute to any future cold weather failures. This process is underway. Findings will be addressed in an effort to mitigate any future issues or disruption to University operations. Third, processes will be developed and implemented to provide improved monitoring of campus buildings during periods of campus closure. In summary, UW will consider these actions to be mission critical and will ensure that the protection of University buildings and assets are given the highest priority.

The following recommendations include specific changes and enhancements to address cold weather and campus closures:

- Develop a Cold Weather Response Plan for the Physical Plant. This procedural document is being drafted at the present time and includes the following provisions.
 - Guiding principles
 - Tiered response action plan
 - Building inspections and walk-throughs to be conducted in cold weather conditions
 - Procedures to utilize during campus closures
 - Required staffing and lines of communication
 - Implementation and responsibility
- Add cold weather design criteria to the University's Design Guidelines. This has been drafted and is included in Appendix B.
- Add cold weather construction criteria to the University's Construction Standards. This has been drafted and is included in Appendix B.
- Add a requirement that all current and future UW capital projects will require building envelope commissioning.
- Contract with consultants to evaluate building envelopes and/or mechanical systems, identify weaknesses and produce a report to be used as a guide for correcting

weaknesses that may contribute to any future cold weather issues. This is in progress for Coe Library and Visual Arts. It will be extended to other at risk buildings on a case by case basis.

- Implement a comprehensive education and outreach program for staff, building occupants, consultants and contractors regarding cold weather protocols. Once plans are finalized, they will be distributed and communicated as appropriate.

Appendix A

Facility Monitoring

The following tasks are performed by the Building Automation Systems Team utilizing an automated building controls systems. Capabilities of the building automation system include monitoring, control and alarming for campus buildings. The first section below includes current protocols for extreme cold weather and campus closures. The second section includes a brief description of cold weather-specific alarmed warning systems. The third section includes examples of enhancements to minimize system failures and the fourth section includes additional steps to be taken.

1. Descriptions of protocols for extreme cold weather and campus closures:

- a. Extreme cold weather
 1. Command close outside air dampers with the exception of labs and other buildings requiring large amounts of outside air.
 2. Set room temperatures to the occupied set point instead of night set back (72°F vs. 55°F).
 3. Set the hot water supply temperature to automatically go to the programmed maximum at 0°F.
 4. In buildings with digital building controls, activate air handler fans and re-heat coils when zone temperature gets below 55°F to bring the space back to temperature.
 5. On Call Control Specialists monitor the various alarms when they come up and call in help when needed.
- b. Campus closure
 1. On Call Control Specialists will monitor the various alarms when they come up and call in help when needed.

2. Descriptions of current warning systems operations include the following:

1. All air handlers have a discharge air sensor that will shut down the unit and open the heating valves to full open when the temperature goes below 40°F. This is done to protect the unit from delivering cold air to the building and to protect the unit from damage. For lab operations, this has been reprogrammed to not shut down the supply air handling units due to bio/chemical containment issues with the fume hoods; an alarm is still sent out, but the unit stays on and there is heat recovery to provide some heat to the outside air. This is a high priority, and the Central Energy Plant will call out the appropriate on-call person.
2. Heating hot water supply temperatures and pumps are all equipped with a high priority alarm.
3. Low Zone Temp alarms are activated at below 40°F. Currently, these show up as a red flag on the control screen as a medium priority alarm. They are now are being changed to a high priority alarm.
4. Steam pressure is monitored at the Engineering building which is a good indicator of campus steam load. If the pressure drops below 40 psi a high priority alarm is

- activated, and the UW Plumbing Shop switches the condensate from steam to air so steam pressure can be preserved for campus heating requirements.
5. If a fire sprinkler line or head breaks, the fire alarm system automatically notifies UWPD and UWPD notifies the Laramie Fire Department. UW Physical Plant is notified and responds accordingly.
 6. Buildings off the main campus steam system are equipped with high priority alarms for issues including pump, flame or boiler failure.

3. Descriptions of planned warning system enhancements:

1. With a typical air handler, there are freeze thermostats that are set to trip and turn off the supply fan if any 2" part of the long thermal element sees a temperature of less than 40°F. These are installed to prevent the unit from having freeze damage to its coils and piping, and they typically require a manual reset if tripped. These manual processes consume technician time. Changes will be made to minimize these conditions in the future. The freeze thermostats will still activate for low temps, but will only send out an alarm and not shut down the air handler if the system is protected with Glycol. Also, software thermostats that are more reliable will be programmed into the controls system. Annually in the fall, preventive maintenance technicians will verify that systems are freeze protected per UW standards.
2. Domestic water lines are not currently alarmed. Enhancements have been examined to change the meter heads so flow rates can be monitored and alarmed if they exceed a predetermined level during unoccupied times. An estimate is being prepared to replace the meters on all buildings currently tied into the building automation system.
3. The building static sensor for Coe Library froze due to water in the line which caused an erroneous signal to be sent to the building control system. The return fan system ramped up to 100% and directed all the return air to the outside, rather than re-circulate. The result was a building at an extremely negative air pressure. To address this situation, all building static controls will be evaluated for location and proper functioning, multiple outside sensors will be installed for larger buildings and digital zone thermostats will be programmed to generate a priority alarm if any thermostat in a building reads below 40 degrees.

4. Additional steps to be taken include:

- a. Providing an inventory of air handling equipment controllers on hand for quick replacement if one fails.
- b. Instruct the controls technicians to periodically check thermostats during cold periods and respond as needed for low temperature alarms.
- c. The following items will occur each fall:
 - i. Testing the outside air dampers in the air handling systems to ensure they close tightly when commanded
 - ii. Calibrate air handling unit temperature sensors, including freeze and outdoor thermostats
 - iii. Verify freeze protection levels for the heating fluids
 - iv. Verify and calibrate static pressure sensors

Appendix B

Codes and Standards

UW Design Guidelines

Building Envelope Commissioning

The current UW Design Guidelines contain the following requirements for Building Envelope Commissioning. All UW capital construction projects shall include Building Envelope Commissioning. The University will contract directly with a third-party building envelope commissioning agent for the design and construction of each project. Design teams are required to participate in the commissioning process, including incorporation of design review comments prepared by the commissioning agent. The commissioning process and building performance tests will adhere to the following standards:

1. National Institute of Building Sciences (NIBS) Guideline 3-2012 – “Building Envelope Commissioning Process”
2. ASHRAE Guideline 0-2005: “The Commissioning Process”
3. ASTM E779 “Standard Test Method for Determining Air Leakage Rate by Fan Pressurization”
4. ASTM E783 “Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors”
5. ASTM E1105 “Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference”
6. ASTM E1827 “Standard Test Methods for Determining Air Tightness of Buildings Using an Orifice Blower Door”

2012 International Energy Conservation Code

Effective January 2, 2013, the City of Laramie adopted the 2012 International Building Code (IBC). The 2012 International Energy Conservation Code (IECC) is referenced by the IBC. The IECC requires the following for Climate Zone 6 (in which Albany County is located):

Table C402.2

Opaque Thermal Envelope Requirements (Excerpt)

Roof, Insulation entirely above deck R-30 continuous insulation
Metal framed walls, above grade R-13 + R-7.5 continuous insulation

C402.4.1.1 Air barrier construction. The *continuous air barrier* shall be constructed to comply with the following:

1. The air barrier shall be continuous for all assemblies that are the thermal envelope of the building and across the joints and assemblies

2. Air barrier joints and seams shall be sealed, including sealing transitions in places and changes in materials. Air barrier penetrations shall be sealed in accordance with Section C402.4.2. The joints and seals shall be securely installed in or on the joint for its entire length so as not to dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation.
3. Recessed lighting fixtures shall comply with Section C404.2.8. Where similar objects are installed which penetrate the air barrier, provisions shall be made to maintain the integrity of the air barrier.

C402.4.2 Air barrier penetrations. Penetrations of the air barrier and paths of air leakage shall be caulked, gasketed or otherwise sealed in a manner compatible with the construction materials and location. Joints and seals shall be sealed in the same manner or taped or covered with a moisture vapor-permeable wrapping material. Sealing materials shall be appropriate to the construction materials being sealed. The joints and seals shall be securely installed in or on the joint for its entire length so as not to dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation.

C402.4.8 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and *labeled* as having an air leakage rate or not more than 2.0 cfm (0.944 L/s) when tested in accordance with ASTM E 283 at a 1.57 psf (75 Pa) pressure differential. All recessed luminaires shall be sealed with a gasket or caulk between the housing and interior wall or ceiling covering.

The draft revisions for the next version of the UW Design Guidelines will require that all UW buildings be designed to meet selected requirements of Climate Zone 7B in the International Energy Conservation Code, especially for semi-heated spaces. Albany County is currently classified as Climate Zone 6B (as is most of Wyoming and the Front Range, however, Teton, Lincoln and Sublette Counties in Wyoming and Jackson and Grand Counties in Colorado are classified as Climate Zone 7B).

Designing for Extreme Temperatures

Building design should take into consideration the following;

1. Plumbing fixtures and non-glycol water piping should not be installed on exterior walls or in soffits.

UW Construction Standards

The current UW Construction Standards contain the following requirements:

SECTION 072000 – THERMAL PROTECTION

Unless otherwise specified, thermal performance of facility components shall meet the standards listed in ASHRAE 90.1, Energy Standard for Buildings except Low-rise Residential Buildings:

- A. The “R” value per inch thickness shall be indicated in the specifications. The “R” value for polyurethane insulation used in calculations shall be specified as 6.5 per inch.
- B. Rigid insulation for other than roofing applications shall be extruded polystyrene.
- C. See roofing insulation comments in Roofing section.
- D. A minimum of 2” of high-density extruded polystyrene foundation perimeter insulation or floor edge insulation shall be provided.
- E. Protection board shall be required for below-grade insulation.

Spray foam insulation shall be used to seal the inside stud cavity against the polystyrene cover board.

I. AGENDA ITEM TITLE:

Sheridan Incubator Lease Agreement (reviewed and discussed during the January 2015 Board of Trustees Meeting), Miller/Gern/Mai

- Work Session
- Education Session
- Information Item
- Other Specify: Board of Trustees Meeting (Consent Agenda)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see the addendum for more information.

II. AGENDA ITEM TITLE: Revision to UW Regulations, Miller

- Work Session
- Education Session
- Information Item
- Other Specify: Board of Trustees Meeting (Consent Agenda)

Addition of new UW Regulation 8-3

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The President proposes the addition of new UW Regulation 8-3 (Admission of Undergraduate and Graduate Students) and the repeal of UW regulation 8-248 (Admission of International Students) so that there is a comprehensive statement of UW policy in a single location.

As far back as 1978, the Trustee Regulations (which have now been combined into the current UW Regulations) stated that “Requirements for admission to the University shall be established by regulations of the University which are in accordance with governing law” (Chapter VIII, Section 1, August 1, 1978). UW Regulation 8-1 (related to students generally), adopted by the Board on July 17, 2008, contains the same language as the old Trustee regulation. UW Regulation 8-248 was also adopted by the Board of Trustees on July 17, 2008.

The President proposes that UW Regulation 8-3 outline the policies and procedures governing the admission of undergraduate students to the University, including general admission requirements, assured admission, admission with support, high school success curriculum, GED credentials, transfer students, and holistic alternative admission. The Regulation will also outline policies and procedures for the graduate admissions process, high school guests, non-degree students, and second bachelor’s degree students.

The Board approved the assured admission and admission with support standards on November 17, 2011. But these and a number of existing practices have never been included in a UW Regulation. This new regulation does not change existing policies and practices. Rather, this regulation now accurately reflects current admission standards.

Prior Related Board Discussions/Actions:

The Board adopted UW Regulation 8-1 on July 17, 2008 and adopted revisions on November 18, 2010 and November 14, 2014. The Board adopted UW Regulation 8-248 on July 17, 2008, and adopted revisions on November 18, 2010, November 18, 2011, September 7, 2012, and November 14, 2014.

WHY THIS ITEM IS BEFORE THE BOARD:

UW Regulation 1-101 requires that new regulations and repeal of existing regulations be approved by the Board.

ACTION REQUIRED AT THIS BOARD MEETING:
Board approval or disapproval of the new regulation.

PRESIDENT'S RECOMMENDATION:
The President recommends approval.

UW REGULATION 8-3
Admission of Undergraduate and Graduate Students

I. PURPOSE

To establish policies and procedures governing the admission of students to the University of Wyoming.

II. UNDERGRADUATE ADMISSION REQUIREMENTS

A. General Admission Requirements

The University seeks to admit qualified undergraduate students. Each applicant's admission shall be based on his or her individual academic achievement. To be considered for admission, an applicant must submit an application, a one-time nonrefundable application fee, official high school transcripts sent directly from the high school, and an official ACT or SAT test score (if the applicant is under 21) to the University's Office of Admissions.

Applicants seeking admission to the University of Wyoming at Casper and the University of Wyoming Outreach School shall be admitted based on the same criteria as applicants requesting admission for the Laramie campus.

B. Assured Admission

Assured undergraduate admission shall be granted to high school graduates and transfer students with fewer than thirty (30) transferable semester college credit hours who meet the following requirements:

1. A cumulative, un-weighted high school GPA of 3.0 (on a 4.0 scale);
2. A minimum composite ACT score of 21 or SAT score of 980 (math/critical reasoning combined); and
3. Completion of the *High School Success Curriculum* while attending high school.

C. Admission with Support

Undergraduate admission with support shall be granted to high school graduates who meet the following requirements:

1. A cumulative, un-weighted high school GPA of 2.5-2.99 or 2.25-2.49 and a minimum composite ACT score of 20 or SAT score of 980 (math/critical reasoning combine); and
2. Completion of the *High School Success Curriculum* with no more than two deficiencies. Both deficiencies cannot occur in the same curriculum category.

Students admitted with support are required to participate in the University's Synergy program or another academic transition program.

D. High School Success Curriculum

1. Four (4) years of English;
2. Four (4) years of math (including algebra I, II, and geometry);
3. Four (4) years of science (including at least one year of physical science);
4. Three (3) years of social science;
5. Two (2) years of a single foreign language; and
6. Two (2) years of additional coursework (including visual and performing arts, behavioral or social sciences, humanities, or foreign language).

E. General Education Development (GED) Credentials

Undergraduate applicants with GED credentials should contact the University's Office of Admissions for specific application requirements.

F. Transfer Students

College transfer students with thirty (30) or more transferable hours after high school must submit an application, a one-time nonrefundable application fee, and official transcripts from each previously-attended institution. Official transcripts must be sent directly from the institution to the University's Office of Admissions. Transfer students must have at least a 2.0 cumulative GPA for undergraduate admission.

G. Holistic Alternative Admission

The University, through the Director of Admissions, has the discretion to admit students who do not qualify under the above-described criteria.

III. GRADUATE ADMISSIONS PROCESS

To be considered for admission as a graduate student, an applicant must submit an application, a one-time nonrefundable application fee, and official transcripts from each previously-attended higher education institution. Official transcripts must be sent directly from the institution to the University's Office of Admissions.

Additionally, each graduate program has its own admission requirements, application processes, and deadlines. Graduate student applicants should contact the graduate program directly to inquire about the requirements.

IV. INTERNATIONAL STUDENTS

Admission of international students is governed by the attached *Admission Policy for International Students*. This Policy is supplementary to the general admission policies described in this Regulation.

V. HIGH SCHOOL GUESTS

High school students requesting admission as high school guests must submit transcripts demonstrating a cumulative high school GPA of 3.0 on a 4.0 scale (official high school transcripts must be sent directly from the high school to the Office of Admission); a written recommendation from a high school counselor or principal; and official ACT or SAT test scores, if any.

VI. NON-DEGREE STUDENTS

The non-degree admission status is a special status that is not available to international students or students who have a suspension status at UW or another college or university.

Applicants seeking admission as non-degree undergraduate students must submit an application and a one-time nonrefundable application fee to the Office of Admissions. Under this admission status, undergraduate students may take a maximum of eight (8) credit hours per semester and cannot apply more than twelve (12) total credits taken as a non-degree student toward an undergraduate degree.

VII. SECOND BACHELOR'S DEGREE STUDENTS

Students who have received a bachelor's degree from the University of Wyoming and are seeking a second bachelor's degree, but have not taken coursework since graduation, must submit a new application.

Students who have received a bachelor's degree from another institution, or who graduated from the University of Wyoming and have taken courses at another institution since leaving the University, must submit an application, a one-time nonrefundable application fee, and official transcripts from each previously-attended higher education institution. Official transcripts must be sent directly from the institution to the University's Office of Admissions.

VIII. ADMINISTRATION/DISTRIBUTION

The Vice President for Academic Affairs and the Vice President for Student Affairs shall be responsible for administering this Regulation. Admission policies and procedures shall be published and distributed by the Office of Admissions and will be available through its website.

IX. EQUAL OPPORTUNITY

The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any other applicable protected category or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Approval of Changes to UW Regulation 8-38

BACKGROUND AND POLICY CONTEXT OF ISSUE:

At the July 2014 Board meeting, the University introduced a “Revisor’s Bill,” asking that at each of the next several Board meetings, the Board consider modifications to existing regulations that contain inadvertent errors and omissions, obsolete references, and do not reflect current practice. These revisions are not substantive. All such revisions will be distributed to all Vice Presidents, the Faculty Senate, the Staff Senate and ASUW for review and comment in advance of submission to the Board.

Any substantive changes to any UW Regulation will be presented separately and will not be included in any “Revisor’s Bill” submission. Note too that the legal office will also ensure that all regulations follow consistent numbering conventions for subsections, paragraphs and subparagraphs.

Prior Related Board Discussions/Actions:

The “Revisor’s Bill” was introduced at the July 2014 Board retreat. The Board approved changes to UW Regulations 1-1, 1-2, 1-3, 1-5, 1-44, 1-101, and 1-102 on July 17, 2014. The Board approved changes to UW Regulations 1-34, 2-1, 2-32, 2-39, 2-178, 2-181, 2-245, 3-33, 3-105, 3-176, 3-177, 3-179, 3-255, 3-641, 3-650, 3-690, 4-1, 4-2, 4-174, and 4-175 on September 12, 2014. The Board approved changes to 8-1, 8-2, 8-30, 8-229, 8-231, 8-234, 8-238, 8-242, 8-243, 8-244, 8-246, 8-247, 8-248, 8-249, 8-250, 8-253, and 8-254 on November 14, 2014.

WHY THIS ITEM IS BEFORE THE BOARD:

UW Regulation 1-101 requires that any modification to UW Regulations must be approved by the Board.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the modifications to the Regulations.

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

UW REGULATION 8-38 Student Media Board

I. PURPOSE.

To establish the University of Wyoming Student Media Board, ~~which is to act. The Student Media Board acts~~ as publisher for student publications, ~~which are~~ financed through ~~University of Wyoming collected~~ student fees ~~designated by the Trustees for this purpose~~ and ~~earned publication~~ revenue ~~from the publications themselves. As. The Student Media Board is an independent board established by and responsible to the President of the University, the Student Media Board, and~~ shall oversee the publication and distribution of student publications (as defined below), including but not limited to, student newspapers, magazines, ~~and yearbooks, and such scholarly, literary, or other publications as it may approve, and as authorized in Regulations of the Trustees,~~ establish ~~regulations policies~~ and procedures for all student publications ~~and in other necessary ways fulfill the normal responsibilities of a publisher. —.~~

II. GENERAL INFORMATION.

The preservation of a student press free from censorship and outside intrusion is of highest concern and importance on the University ~~of Wyoming~~ campus. Student ~~mediapublications~~ at the University ~~of Wyoming~~ are designated public forums. ~~Student, and student~~ editors have authority to make all content decisions without censorship or advanced approval. Incumbent upon a free press, however, are certain accompanying responsibilities that must be assumed by the publisher. - The President of the University, through powers delegated from the Trustees, is responsible for the assurance of ~~a free student press as well as administering the~~ and responsibilities surrounding a free ~~student~~ press. - The Student Media Board has been established by the President of the University to carry out these responsibilities as well as the other duties of a publisher, consistent with University ~~administrative and fiscal~~ regulations, policies and procedures. - The Student Media Board is advisory to the President of the University.

III. DEFINITION OF A STUDENT PUBLICATION.

For the purposes of this regulation, any University publication that meets the following requirements is considered a student publication:

- A. Purports to serve or benefit the students, faculty, staff, and administration making up the general campus community;
- B. Is periodic in nature with a regular issuance;
- C. Accepts University collected student fee support and/or uses facilities of the University; and
- A-D. Is primarily student managed, regulated, or operated.

IV. RESPONSIBILITIES AND JURISDICTION OF THE UNIVERSITY OF WYOMING STUDENT MEDIA BOARD.

~~a.~~

A. In its publisher's role, the Student Media Board shall be concerned with the welfare of the entire campus community, including students, faculty, staff, and administration ~~making up the general campus community, rather than a segment thereof.~~ It shall encourage and adopt responsible journalistic practices, which generally involve meeting standards established by reputable journalistic societies and organizations that exist within the field, ~~such as the Society of Professional Journalists, and that have been adopted by the Board as pertaining to specific student publications.~~ Specific areas of the Student Media Board's responsibilities include the following:

~~Specific areas of the Board's responsibilities in this regard shall include:~~

~~(1)~~

1. Encouraging accurate coverage and reporting of news in order to provide a maximum benefit to the student body and campus community as a whole.

2. ~~(2) Providing a public forum for free inquiry and free expression of ideas necessary to an academic community and encouraging opportunities for rebuttal and expression of alternative views.~~

3. ~~(3) Encouraging opportunities for rebuttal and expression of alternative views.~~

3.4 Encouraging propriety and good taste in expression. —

4.5 ~~(4) Ensuring that within the bounds of legality and libel the law, and professional standards, editors shall bear free to develop their own editorial policies and make their own journalistic judgments.~~ —

~~b. The~~

B. To provide the Student Media Board with the autonomy needed to function as an active publisher, the Student Media Board shall be responsible for the financial management of all student publications, subject to University ~~fiscal~~ regulations, policies and procedures. ~~This fiscal control is intended to provide the Board with the autonomy needed to function as an active publisher.~~ In fulfilling this role and in conjunction with the Supervisor of Student ~~Publications~~Media, the Student Media Board shall prepare an annual budget for ~~Student Publications~~all student publications and submit it to the President of the University. ~~Within the limitations of its budget and~~ in accordance with University ~~budget~~regulation, policies and procedures, ~~for action. The~~ the Student Media Board shall assume full responsibility for administering the approved budget, ~~and may, as it sees fit and in accordance with University fiscal regulations, policies and procedures, amend these budgets, limited by and any amendments to the availability of funds allocated from University collected student fees that are designated for student publications and earned revenue from the publications.~~ budget. A budget reserve fund shall be established to insure the financial independence of student publications ~~by protecting them from inflationary and unexpected publishing costs,~~ and to encourage the development of innovative publications.

- e.—
- C.** The Student Media Board shall appoint the principal student staff position of each student publication.- Procedure for filling these positions shall be as follows:-
- a. The Student Media Board shall establish a calendar for the selection of the editor or manager positions during the spring semester of each academic year and ~~be responsible for the publication of~~shall publish that schedule.-
 - b. At least six weeks prior to the end of the term of appointment for each editor or manager, the Student Media Board shall call for applications for that position.- Applications shall be submitted directly to the Student Media Board.-
 - a-c. The Student Media Board shall review the applications, interview the applicants, and receive recommendations relative to the appointment. ~~Then the Board shall appoint one candidate to the position.~~
 - d. ~~After completing the above steps, the Student Media Board shall appoint the principal student staff position of each student publication.~~
- C.D.** The Student Media Board shall have the power to reprimand or remove the student editor or student manager of any student publication~~—The removal of an editor or manager shall be accomplished by~~ with a two-thirds affirmative vote of the full voting membership of the ~~Board and shall be in the form of a written decision—Student Media Board.~~ Before the Student Media Board removes an editor or manager from his or her position, a hearing shall be held.- The Student Media Board shall give at least one week's notice of such a hearing to ~~the individual against whom action is contemplated—~~all involved parties. ~~The Student Media Board's decision must be in writing.~~ Upon dismissal of an editor or manager, or in other circumstances in which such a position has been vacated unexpectedly, the Student Media Board may appoint a temporary replacement for a period specified by the Student Media Board, but not to exceed one full academic semester, and then select a replacement following the procedures specified in paragraph e-IV(C) above.
- e.—
- D.E.** Consistent with responsible journalistic practice, the Student Media Board shall serve as an intermediary between student publications and any member of the University community and various ~~real and potential pressures and interests from~~ on and off ~~the~~ campus- interests. The Board shall seek solutions to problems or complaints pertaining to any student publication upon the written request of ~~a particular student publication, the President or a member of the Trustees of the University, or~~ any member of the University ~~of Wyoming~~ community.
- f.—
- E.F.** The Student Media Board shall approve the operating policies of all student publications.- It is the responsibility of each publication to ~~prepare and present in writing~~submit to the Student Media Board, ~~for approval,~~ a set of guidelines and policies pertaining to that particular student publication.- These guidelines shall be ~~presented and~~ approved by the Student Media Board at the first Student Media Board meeting held during the student editor's or manager's term of appointment. The Student Media Board shall ~~carry on a continuing~~continually review ~~of such~~

~~guidelines and policies, as well as throughout the publishing practices of the publications over which it has jurisdiction. term of appointment.~~

~~g.~~

~~F.G.~~ The Student Media Board shall advise all student publications regarding such matters as techniques, standards, finances, and content, ~~staff, as well as~~ and assist in providing training for staff members.

~~— The Student Media Board may seek technical assistance from professional experts if the Student Media Board deems it necessary.~~

~~h. Whenever the Board deems necessary, it may seek technical assistance from professional experts in the fields of journalism, finance, law, or other medium of communication that it feels would assist its operation as publisher of student publications.~~

~~i.~~

~~H.~~ Within the limitations of its budget and in accordance with University administrative and fiscal regulations, policies, and procedures, the Student Media Board may purchase, lease, and maintain equipment, supplies, services, space, and furnishings in negotiations with vendors, and function in all other ways necessary and appropriate in the Board's fulfilling ~~required for the Student Media Board to fulfill~~ its responsibilities as publisher of student publications. ~~Classified and professional employees~~

~~G.I.~~ Employees assigned to student publications shall be considered employees of the University, shall be supervised by University personnel as designated by the appointing authority, and shall be subject to all applicable University regulations, policies, and procedures ~~in all personnel matters including hiring, compensation, evaluation, discipline, and termination.~~ However, ~~this power does not extend to student editors or the advisor as to editorial content of the publications.~~ The Student Media Board may make recommendations to the appointing authority regarding any employees assigned to student publications or candidates for those positions. Nothing in this section limits student editors' or the advisor's authority as to the editorial content of the publications.

V. ~~DEFINITION OF A STUDENT PUBLICATION.~~

~~For the purposes of this regulation, any publication on the University of Wyoming campus is regarded as a student publication if it meets all of the following criteria:~~

~~a. Purports to serve or benefit the students, faculty, staff, and administration making up the general campus community, rather than a segment thereof.~~

~~b. Is periodic or plans to be periodic in nature with a regular issuance.~~

~~c. Seeks or accepts University collected student fee support and/or uses or seeks to use facilities of the University of Wyoming.~~

VI. ~~COMPOSITION.~~

A. ~~The Chairperson of the Student Media Board shall be elected by a majority vote of the entire voting membership of the Student Media Board.~~

B.E. ~~Is primarily student managed, regulated, or operated.~~

~~VI. COMPOSITION OF THE UNIVERSITY OF WYOMING STUDENT MEDIA BOARD.~~

A.B. ~~a.~~ Voting Members shall be as follows: —

~~(i)~~ —

1. ~~The Chairperson~~

~~1.2.~~ Three student members appointed by the President of the Associated Students of the University of Wyoming (ASUW) and approved by the ASUW Senate, one of whom shall be a graduate student.

~~2.3.~~

~~(ii)~~ Two student members approved by the ~~combined-staffs-of-all University-of-Wyoming-student-publications-Office of Student Media Staff.~~

~~3.4.~~ ~~(iii)~~ Two ~~faculty or staff~~ members appointed by the President ~~because of their. These members must have~~ expertise that is relevant to student publications, ~~either as University faculty or staff members having and a~~ background in relevant academic disciplines or related professional experience.

5. ~~(iv)~~ Two professional journalists appointed by the President from nominations submitted by the Wyoming Press Association Board of Directors.

~~(v)~~

~~4.6.~~ One member from the University ~~Faculty~~ ~~faculty~~ appointed by the Chairperson of the Faculty Senate and approved by the Faculty Senate.

~~5.7.~~ ~~(vi)~~ One member from the University staff appointed by the President of the Staff Senate and approved by the Staff Senate.

~~— b. —~~

B.C. ~~Non-voting members shall be the principal editor or manager of each student publication over which Student Media Editors, the Office of Student Media Office Assistant and Student Media Board has jurisdiction Secretary, the student publications accounting associate, the student publications office assistant Office of Student Media Sales and Circulation Coordinator, and the Supervisor of the Office of Student Publications-Media.~~ Non-voting members may not serve concurrently as voting members.

~~— e. —~~

C.D. Student members must ~~have and~~ maintain a 2.5 cumulative grade point average while serving on the Student Media Board.

VII. TERMS OF OFFICE ~~FOR VOTING AND NON VOTING MEMBERS OF THE UNIVERSITY OF WYOMING STUDENT MEDIA BOARD.~~

A. The Chairperson shall not serve for more than two (2) consecutive one-year terms.

B. Except for the Chairperson, the terms of office for voting members shall be two (2) years. No voting member shall serve more than four (4) consecutive years on the Student Media Board.

A.C. _____ The terms of office for all non-voting members who are the principal editor or manager of a student publication, shall be one (1) year and may serve consecutive terms up to a maximum of three (3) terms. The terms of the other non-voting members of the Student Media Board are unlimited. ~~The terms of office for voting members under paragraphs (a)(iii) and (iv) shall be two (2) years, except that in the initial appointments for academic year 2007-2008, two of those four members shall be appointed for one year. No voting member shall serve more than four consecutive years on the Board.~~

B.D. _____ b. At the Student Media Board's discretion, any member may be expelled by a majority vote of the Student PublicationMedia Board's voting membership for missing three (3) meetings.

VIII. OPERATING PROCEDURES ~~OF THE UNIVERSITY OF WYOMING STUDENT MEDIA BOARD.~~

~~a. The Chairperson of the Board shall be elected by a majority vote of the entire voting membership of the Board from among the members appointed under paragraph (a) (i) through (iii), (v), and (vi). The Chairperson shall not serve for more than two consecutive one-year terms.~~

~~b. The Chairperson shall have a vote in all issues.~~

~~e.~~

A. Meetings of the Student Media Board shall be held at least once a month during the academic year. Additional meetings may be called by the Chairperson or a majority of the voting members of the Student Media Board, providing that notice of the meeting is given to each Student Media Board member in writing ~~or by email~~ at least three (3) days in advance of the date on which the meeting is to be held. All meetings of the Student Media Board shall be open to the public, except the Student Media Board may meet in executive session to discuss recommendations to the appointing authority regarding University employees assigned to student publications. Minutes will be kept for all meetings and shall be available to the public upon request, except for minutes related to confidential personnel matters.

~~d.~~

B. Except as otherwise provided in this ~~regulations~~Regulation, a quorum may conduct the business of the Student Media Board and shall consist of a majority of the voting members.

e.

C. It shall be the responsibility of the Student Media Board to establish further operating policies and procedures ~~and regulations that it may deem~~ necessary to carry out and fulfill the responsibilities and purposes of the Student Media Board. These further operating policies and procedures ~~and regulations~~ shall be submitted annually in writing to the President of the University for approval.

~~IX.—ADMINISTRATIVE RESPONSIBILITY.~~

~~The University of Wyoming Student Media Board is advisory to the President of the University and is constituted by the President for the purpose of formulating and executing policies necessary to the Board's role as publisher of all student publications. The Board shall initiate recommendations for changes and amendments of this regulation whenever deemed necessary.~~

IX. ADMINISTRATION.

The Vice President for Student Affairs shall administer this Regulation.

Source:

University Regulation 38, Revision 5; adopted 7/17/08 Board of trustees meeting

III. AGENDA ITEM TITLE:

Fiscal Year 2015 Budget Authority Increase (Agency 167), Mai/Lowe

- Work Session
- Education Session
- Information Item
- Other Specify: Board of Trustees Meeting (Consent Agenda)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

UW Medical Education (Agency 167) Budget Authority Increase

The Educational Health Center of Wyoming (EHCW) serves as the umbrella organization for the Casper and Cheyenne Family Medicine Residency Programs (FMRP) and became a Health Resources and Services Administration (HRSA) Federally Qualified Health Center (FQHC) Look Alike on August 1, 2014. It is now the largest FQHC in Wyoming, providing direct care to nearly 18,000 citizens in the service areas of Natrona and Laramie counties, and reaches countless others indirectly through family physician graduates.

The EHCW is in the process of applying for Medicare and Medicaid enhanced reimbursements; however, it will be several months before the increase in clinical income is realized and documented. Critical software upgrades to the electronic medical records system are needed and a complex information management system must be implemented, in order to comply with myriad HRSA reporting requirements in the very near future. The estimated cost of these systems in FY 2015 is \$440,000 (\$240,000 one-time and \$200,000 recurring). The Casper FMRP does not have the resources to absorb these increased costs without a budget authority increase. The Cheyenne FMRP will absorb one-half of the cost utilizing existing resources. Thus there is no corresponding request to increase the Cheyenne FMRP's spending authority. Casper's share is \$220,000 (50% of \$350,000 and 50% of \$90,000- see table on next page).

In addition, the Casper FMRP is establishing a pharmacy under Section 340B of the Public Health Services Act. Pursuant to a contractual professional services agreement, the Casper FMRP will supply an inventory of prescription drugs and re-supply the pharmacy as needed. A contract (i.e. retail) pharmacy will provide dispensing services under the terms of the agreement. The purpose of the 340B pharmacy is the provision of low-cost prescription drugs for use limited to EHCW qualified patients. This beneficial service is not intended to generate a profit; it is designed to operate on a break-even basis. However, spending authority is required for the initial stocking and re-stocking of inventory until such time as billing and collection processes are established and sufficient cash flow is generated to sustain the 340B pharmacy operation. This request to increase the Casper FMRP approved budget will cover pharmacy operations through June 30, 2015, (the remainder of FY 2015). Projections indicate stocking and re-stocking will cost approximately \$60,000 per month. It is anticipated that an additional budget authority increase request will be necessary towards the end of FY 2015, based on

documented pharmacy revenue realized in the first four to five months of operations to provide spending authority for FY 2016.

Because these initiatives are critical factors in providing the required documentation necessary to maintain the HRSA designation in the very near future, the EHCW cannot delay implementation until Medicare and Medicaid enhanced reimbursements are realized and documented. Therefore, administration is requesting an increase in spending authority based on existing and projected increased clinical income in the Casper Family Medicine Residency Program.

The original 2015-2016 biennium budget for the Casper FMRP is \$15,906,847: \$10,870,785 General Fund and \$5,036,062 clinical income. One-half of the clinical income, or \$2,518,031, is budgeted in the current fiscal year (FY 2015). As of December 31, 2014, actual clinical income is \$1,578,050 – or 62.7% of budget in the six months ended December 31st. In other words, Casper clinical income is running roughly \$53,000 per month ahead of budget. Potentially, the FY 2015 increased clinical income could exceed \$600,000. This projection is conservative because it does not include Medicare and Medicaid enhanced reimbursements, or projected 340B pharmacy revenue. It is based on current clinical income generated by the Casper clinic operation.

In summary, a combined 2015-2016 budget authority increase of \$580,000 is being requested for the Casper FMRP based on the above data (existing and projected clinical income) to address the three initiatives described above:

Information Management System (50% of \$350,000)	\$ 175,000
Electronic Medical Records System Upgrades (50% of \$90,000)	\$ 45,000
340B Pharmacy Inventory (6 months x \$60,000/month)	<u>\$ 360,000</u>
Total Request to Increase Approved Agency 167 Budget	\$ 580,000

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board approved the university's FY 2015 operating budget, which includes Agency 067 and Agency 167 budgets, in May 2014.

WHY THIS ITEM IS BEFORE THE BOARD:

The Trustees of the University of Wyoming, a constitutional body, are responsible for the "management of the university" (Wyoming Constitution, Article 7, 17).

The Board's approval of increases in the operating budget is required by Trustee Regulations and university budget procedures.

ARGUMENTS IN SUPPORT:

The budget increase for the Casper FMRP will enable the EHCW to comply with myriad HRSA reporting requirements in the very near future and provide the beneficial service of a 340B pharmacy to EHCW qualified patients.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

Approval of a \$580,000 increase in the university's FY 2015 Agency 167 Section I operating budget for the EHCW-Casper FMRP as described in this item.

PRESIDENT'S RECOMMENDATION:

The President recommends approval of the FY 2015 budget increase as presented.

OPERATING, MAINTENANCE, AND LEASE AGREEMENT

This agreement is made this (___) day of February 2015 by and between the Sheridan County Board of Commissioners ("Lessor"), whose address is 224 South Main Street, Suite B-1, Sheridan, WY 82801, hereinafter referred to as "Lessor," and the University of Wyoming, whose address is Real Estate Operations, Dept. 3314 – 201 Old Main, 1000 E. University Ave., Laramie, Wyoming, 82071, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of the premises described below;

WHEREAS, the parties entered into an Agreement for the University of Wyoming to assume responsibility for operating the Sheridan Incubator Facility, which shall be renamed the Wyoming Technology Business Center, Sheridan Area (WTBC-SA);

WHEREAS, it is the desire of the parties to enter into an Operating, Maintenance and Lease Agreement defining their rights, duties and liabilities relating to the premises described below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PREMISES.** Lessor leases to Lessee that portion of the building located at 1981 Double Eagle Drive, Sheridan, Wyoming referred to as Unit "A" of Lot 6 in the Double Eagle Tech Park (Shown on EXHIBIT A) containing 5400 sq. ft. Together with all buildings, improvements, and fixtures situate and together with all easements and appurtenances belonging thereto and includes the right of the Lessee to use the parking space consistent with the City of Sheridan Building Code for the square footage of the leased space.
2. **USE OF PREMISES.** The leased premises shall be used by the University of Wyoming Department as a business incubator for Sheridan County to support its economic development efforts. Lessee shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the leased premises during the term of this lease. Lessee shall also conform to all provisions of the Declaration of Condominium Ownership for Double Eagle Tech Park Offices dated 16 September 2010, attached hereto as EXHIBIT B, and all applicable zoning and other rules, regulations, and laws.
3. **RENT.** Lessee agrees to pay Lessor as rent the sum of one Dollar and no cents (\$1.00) per year.
 - a. Billing invoices to Lessee shall be remitted to:

Wyoming Technology Business Center
University of Wyoming
Department 3011
1000 E. University Ave.
Laramie, WY 82071

4. **TERM.** This Agreement shall commence upon execution of all necessary signatures and shall terminate four (4) years thereafter, unless sooner terminated by as provided herein. The Parties agree that if Lessee is unable or unwilling to operate the facility as a business incubator, (defined as; a facility to promote, support and encourage the successful development and growth of start-up, early-stage companies) then Lessee shall notify Lessor in writing and this Agreement shall cease and Lessee shall have no further obligation under this Agreement and shall cause the Premises to be immediately vacated.
5. **OPTION TO RENEW.** This Agreement may be renewed upon mutual written agreement of the parties and contingent upon sufficient funding to continue operations of the business incubator.
6. **TAXES.** Lessor shall pay all real property taxes imposed by any governmental authority on the premises. Lessee is tax exempt.
7. **PAYMENT OF UTILITIES.** Lessee shall be responsible for payment of all utility expenses for the Premises, including without limitation electricity and natural gas for interior of Unit A,. Lessee may include in any sublease or Client Services Agreement that while the sublease holder or Client leases or participates in the incubator program on the Premises the sublease holder or client shall pay its portion of all utility expenses for the Premises, including without limitation electricity, natural gas, water, sewer and garbage. Lessee does maintain the right to account for and charge accordingly for exceptional use of utilities by sublease holders or Clients. Lessee or sublease holder may request separate metering for utilities serving the space owned by Lessor, but shall bear all costs associated with such separate metering.
8. **SIGNAGE.** Lessee shall be permitted to use and locate on said building, signs and advertising related to Lessee's use of premises as a business incubator, as approved by Lessor.
9. **CONDITION OF PREMISES.** Lessee agrees that it has received the premises in good order and condition, and at the termination of this lease, agrees to return the premises to Lessor in as good order and condition as when they were entered upon by Lessee, reasonable wear and tear excepted.
10. **MAINTENANCE.** Lessor agrees to keep the premises in habitable and tenantable condition. Lessor agrees to maintain all exterior and interior structural portions of the premises. Lessor agrees to maintain and repair plumbing, electrical and heating systems at Lessor's expense, unless repair is due to Lessee negligence. Lessee shall otherwise keep all other portions of the premises in good repair during the term hereof at Lessee's expense, unless repair is due to Lessor negligence. Lessor will be responsible for all snow shoveling and removal of snow and ice on sidewalks, walkways, entries and parking lots of those properties associated with the incubator and in accordance with the rules of the 1981 Double Eagle Drive Condominium Association Declaration of Condominium Ownership for Double Eagle Tech Park Offices dated 16 September 2010, attached hereto as EXHIBIT B
11. **ALTERATIONS OR RENOVATIONS.** Lessee shall not renovate, alter, change, or improve the premises without the prior written consent of Lessor. In the event Lessee makes any alterations, additions, or improvements, those improvements shall become Lessor's property at end of the lease.

- 12. TRADE FIXTURES.** All trade fixtures installed by the Lessee in the leased property shall remain the property of the Lessee and shall be removable at any time by Lessee on or before vacating the premises; provided that the Lessee shall not, at such time, be in default under any covenant or condition contained herein; and provided, further, that any damage caused to the leased property as a result of such removal by the Lessee shall be repaired by Lessee at Lessee's expense. Any such trade fixtures not removed at or prior to termination shall become the sole property of the Lessor.
- 13. DAMAGE TO LESSEE'S PERSONAL PROPERTY.** Lessee agrees that all personal property located in and around the premises shall be kept at the sole risk of Lessee and that Lessor shall not be responsible for any damage to or loss of such personal property, except in the case of actual or willful negligence of the Lessor, his agents or employees. Lessee understands that its possessions are not insured by Lessor.
- 14. CONDEMNATION.**
- a. If during the term (or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Lessee shall have no claim to the condemnations award.
 - b. In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph a, above, Lessor may, at Lessor's sole risk and expense, restore and reconstruct the Building and other improvements on the Leased Premises to the extent necessary to make it reasonable tenantable. The Rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Lessee shall have no claim to the condemnation award.
- 15. CASUALTY LOSS.** If, at any time during the term of this Lease, the Building or any portion thereof is destroyed or damaged, Lessor shall determine the time necessary to repair or rebuild the building and inform Lessee of the estimated repair time. Such notice of the estimated repair time shall be provided to Lessee in writing within 10 days of the loss and the following shall apply:
- a. If the Building is totally or substantially destroyed by fire or other casualty, or if the repairs to the Leased Premises are estimated to take more than ninety (90) days, either party may terminate the Lease immediately by written notice to the other party. In the case of such termination, the Rent shall be abated for the unexpired portion of the Lease, effective as of the date of destruction.

- b. If the Building is partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be expected to be completed within ninety (90) days this Lease shall not terminate and Lessor shall, at its sole risk and expense, proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage.
- c. If the Building is to be rebuilt or repaired and is non-tenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, or employees, the Rent payable under this Lease shall be abated in whole or pro-rated based on the tenantable portion during the period for which the Leased Premises or any portion thereof are non-tenantable. In the event that Lessor fails to complete the necessary repairs or rebuilding within ninety (90) days from the date of the destruction, Lessee may, at its option, terminate this Lease by delivering written notice of termination to Lessor, whereupon this Lease shall terminate immediately.
- 16. INSURANCE.** All parties to this Lease shall be responsible for any liability arising from their own conduct. Lessor shall, at all times during the term hereof and at its expense, procure and continue in force Property Liability Insurance or General Liability Insurance with limits of \$1,000,000.00 combined single limit. The Lessor will list the Lessee as an additional insured to the Lessor's General Liability Insurance. Lessee shall procure and maintain all insurance it deems necessary for its protection. Lessee understands that the risk of the loss of the personal property located in the demised premises owned by Lessee, is solely the responsibility of Lessee. Lessee further acknowledges that in the event Lessee wishes to insure said property against loss, that lessee shall have the sole responsibility of obtaining and paying for such insurance.
- 17. WAIVER.** The waiver by either party of the breach of any term, covenant or condition herein contained, shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition.
- 18. ASSIGNMENT OR SUBLETTING.** With the exception of new Client Services Agreements for the business incubator, Lessee shall not assign or sublet the premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold such consent.
- 19. FUNDING.** This lease is subject to available funding of the Lessee and Lessor. Should the governmental source of funds fail to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Lessee or Lessor may terminate the lease without cause and without liability. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- 20. NOTICE.** All notices to be given under the terms of this lease shall be sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown below, or at such other places as may be designated in writing by the parties from time to time. The deposit in the

mail of any letter, so addressed and sent with postage prepaid, shall be considered notice to the addressee of the contents thereof.

Lessor:
Sheridan County
224 South Main Street, Suite B-1,
Sheridan, WY
PH: (____.____.____)
FX: (____.____.____)

Lessee:
University of Wyoming
Real Estate Operations
Dept. 4308, 127 Bureau of Mines
1000 E. University Ave.
Laramie, WY 82071
PH: 307.766.2936/2937
FX: 307.766.4836

21. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the respective parties, their heirs, executors, administrators, devisees, successors, and permitted assigns.
22. **INDEMNITY.** Neither party shall indemnify, defend or hold harmless the other for any cause of action, or claim, or demand arising out of this Agreement. Each party shall be responsible for their own negligent actions or omissions.
23. **SOVEREIGN IMMUNITY.** The University of Wyoming and Sheridan County do not waive sovereign and/or governmental immunity by entering into this Lease and retain all immunities and defenses available.
24. **GOVERNMENTAL CLAIMS.** Any actions or claims against the University or Sheridan County under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
25. **INTERPRETATION.** The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
26. **EQUAL EMPLOYMENT OPPORTUNITY.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. **If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

27. **TIME IS OF THE ESSENCE.** Time is of the essence in all provisions of this Lease.
28. **ENTIRETY OF LEASE.** This Lease contains the entire contract between the parties and supersedes all prior negotiations, representations or contracts either written or oral. This Lease cannot be changed except by a written instrument subsequently executed by the parties.
29. **MISCELLANEOUS.** Lessor and Lessee agree both participated in the drafting of this Lease Agreement, and therefore no presumption shall arise in the construction or interpretation of this Agreement that one party was the drafter.
30. **ANNUAL REPORTS.** Lessee shall provide on an annual basis to Lessor a written report showing the number of businesses utilizing the business incubator, an itemization of all income and expenses and expenditures incurred by Lessee in the operation of the Incubator, and all records showing all maintenance performed on the business incubator. Lessor or its agent will have the right to review and inspect the accounting and operational procedures of the business incubator.
31. **GRANT COMPLIANCE.** Funding from the Business Ready Communities Grant program (BRC) allowed Lessor to purchase the Premises to be used as a Start-Up facility; part of the grant agreement includes reporting requirements to show that revenues generated from this project are used for economic development purposes in Sheridan. Lessee agrees to maintain compliance of all grant terms and conditions, maintain accurate records of revenues generated from this facility and how those revenues were expended for economic development purposes. Furthermore, Lessee agrees to any and all reporting requirements as required by the BRC. Lessor maintains the right to review all records and reporting as the deed holder to the Premises.
32. **BEYOND TERM.** This Agreement provides a definable benefit to Sheridan County and its citizens and Lessor desires to enter into this Agreement beyond the term of this Board of County Commissioners so that the full benefit to Sheridan County might be realized.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

LESSOR
Sheridan County Board of Commissioners

By: _____
Terry Cram
Chairman

Attest:

By: _____
Eda Schunk Thompson
County Clerk

LESSEE:
University of Wyoming

By: _____ Date _____
William Gern
Vice President for
Research and Economic Development

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by William Gern as Vice President for Research and Economic Development, this ____ day of _____, 2015.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

By: _____ Date _____
William Mai
Vice President for Administration
Deputy Treasurer, Board of Trustees

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by William Mai as Vice President for Administration, this ____ day of _____, 2015.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

Approved as to Form:

By: _____
University General Counsel