

**THE UNIVERSITY OF WYOMING
MINUTES OF THE TRUSTEES**

March 24-25, 1988

**For the confidential information
of the Board of Trustee**

THE UNIVERSITY OF WYOMING

Minutes of the Trustees
March 24-25, 1988

TABLE OF CONTENTS

	<u>Page</u>
ACADEMIC ISSUES COMMITTEE -----	1
FACULTY SALARY ADJUSTMENTS -----	1
TEACHING OF UNDERGRADUATES BY FULL-TIME FACULTY -----	2
ACADEMIC FREEDOM -----	2
BUDGET COMMITTEE -----	3
DEPOSITORIES FOR OPERATING ACCOUNTS FOR UNIVERSITY FUNDS -----	3
AMENDMENT TO TRUSTEE REGULATIONS, CHAPTER X, PHYSICAL PLANT, SECTION 3, PURCHASES -----	3
AFFILIATION AGREEMENT/CONTRACT FOR SERVICES/ GRANT PROPOSAL, CASPER FAMILY PRACTICE RESIDENCY CENTER -----	6
AUTHORIZATION TO ALLOW PRIVATE BUSINESS OPERATIONS IN THE WYOMING UNION -----	7
ACCEPTANCE OF CONTRACTS AND GRANTS -----	8
ACCEPTANCE OF GIFTS AND SCHOLARSHIPS -----	9
CLASSIFIED RESEARCH PROJECTS -----	9
QUARTERLY REPORT, ENDOWMENT FUNDS -----	9
INSURANCE STATUS REPORT -----	9
ATHLETIC COMMITTEE -----	9
OPPORTUNITY FOR NATIONALLY TELEVISED FOOTBALL GAME IN LARAMIE -----	9
BUDGET COMMITTEE (continued) -----	10
REPORT OF INTERNAL AUDITOR -----	10

	<u>Page</u>
SALARY INCREASE POLICY FOR FISCAL YEAR 1989 -----	10
PERSONNEL COMMITTEE -----	10
APPOINTMENTS -----	11
ADJUNCT APPOINTMENT -----	13
ADJUNCT REAPPOINTMENTS -----	13
REAPPOINTMENT OF FOOTBALL AND BASKETBALL ASSISTANT COACHES -----	13
ADMINISTRATIVE APPOINTMENTS -----	14
CONTINUATION OF PROBATIONARY APPOINTMENTS -----	15
CHANGE IN ASSIGNMENT -----	17
LEAVES OF ABSENCE -----	18
CHANGES IN SABBATICAL LEAVES -----	18
RETIREMENTS -----	19
PART-TIME APPOINTMENTS -----	19
RESIGNATIONS -----	19
COMMUNITY COLLEGE RELATIONS COMMITTEE -----	20
JOINT MEETING WITH THE WYOMING COMMUNITY COLLEGE COMMISSION -----	20
COMMON COURSE NUMBERING -----	21
TASK FORCE ON COMMON PRACTICES -----	21
UPDATE ON PARTNERSHIPS BETWEEN THE UNIVERSITY AND INDIVIDUAL COMMUNITY COLLEGES -----	21
UPDATE ON INSTRUCTIONAL AND PBS TELECOMMUNICATIONS ACTIVITIES -----	21
UPDATE ON UW/CSU LINK -----	21
REVIEW OF LEGISLATIVE RESULTS -----	22
COMMITTEE OF THE WHOLE -----	22

	<u>Page</u>
ADJOURNMENT -----	22
ANNOUNCEMENTS -----	22
PHYSICAL PLANT AND EQUIPMENT COMMITTEE -----	23
DISPOSAL OF UNIVERSITY PROPERTY, STONE QUARRY IMPROVEMENTS -----	23
CITY OF LARAMIE RIGHTS-OF-WAY -----	23
PROGRESS REPORTS -----	24
COOPER PROPERTY -----	24
W. R. COE/CHARLES CHACEY KUEHN ESTATE COMMITTEE -----	25
QUARTERLY REPORT, W. R. COE SCHOOL, W. R. COE ESTATE, AND CHARLES CHACEY KUEHN ESTATE FUNDS -----	25
ATHLETIC COMMITTEE -----	25
ASSIGNMENT OF K TWO CONTRACT -----	25
POLICY FOR TELEVISIONING GAMES -----	26
DEVELOPMENT COMMITTEE -----	26
UNIVERSITY POLICY ON DIVESTITURE OF STOCKS OF COMPANIES DOING BUSINESS IN SOUTH AFRICA -----	26
STATUS OF TRUSTEES' SYMPOSIUM -----	27
EXECUTIVE SESSION -----	27
COMMITTEE OF THE WHOLE -----	27
ADMISSION OF STUDENTS TO GRADUATE PROGRAMS -----	27
PROGRESS OF THE UNIVERSITY'S ECONOMIC DEVELOPMENT AND DIVERSIFICATION EFFORTS -----	28
ANNOUNCEMENTS -----	28
APPROVAL OF MINUTES -----	28
NEW BUSINESS, CENTENNIAL SINGERS -----	28
NEW BUSINESS, BYLAW CHANGE -----	29
EXECUTIVE SESSION -----	29

	<u>Page</u>
HONORARY DEGREE COMMITTEE REPORT -----	29
NEW BUSINESS, ASUW PRESIDENT GREG AKERS -----	29
NEW BUSINESS, TRUSTEE BRYAN SHARRATT -----	29
ADJOURNMENT AND DATE OF NEXT MEETING -----	30

THE UNIVERSITY OF WYOMING

Minutes of the Trustees
March 24-25, 1988

A regular meeting of the Trustees of the University of Wyoming was called to order by President Miracle at 9:00 a.m. on March 24, 1988 in the Board Room of Old Main. The following Trustees were in attendance: Bussart, Dray, Hinckley, Kirk, Mickelson, Miracle, Rochelle, Schutte, Updike, and ex officio members Roark and Akers. Governor Sullivan was absent. Trustees Chapin, Schuster, Sharratt, and ex officio member Simons joined the meeting later.

ACADEMIC ISSUES COMMITTEE President Miracle called upon Acting Chairperson Kirk to conduct the Committee of the Whole meeting of the Academic Issues Committee.

FACULTY SALARY ADJUSTMENTS Provost Houston reported to the Academic Issues Committee on faculty salary adjustments. According to Provost Houston, the Faculty Senate passed Senate Resolution 198 at its December 15, 1987 meeting, which recommended increasing the faculty salary adjustments received at the time of promotion in rank. The University officers had been considering this issue independently, and they also came to the conclusion that an increase in the adjustments was needed. The amounts proposed below are comparable to the salary adjustments for promotion in rank at a number of institutions in this region. The amounts currently awarded for promotion in rank have not been changed for at least 15 years.

<u>Rank</u>	<u>9-month</u>	<u>11-month</u>
Instructor to Assistant Professor	\$1,008	\$1,212
Assistant Professor to Associate Professor	1,500	1,824
Associate Professor to Full Professor	2,508	3,036

After discussion, it was moved by Mr. Hinckley, seconded by Mr. Bussart, and carried that the Academic Issues Committee recommend to the Trustees of the University of Wyoming approval of increases in faculty salary increments at the time of promotion in rank. The Academic Issues Committee action was ratified by the Trustees.

TEACHING OF UNDERGRADUATES
BY FULL-TIME FACULTY

As an item for information only, President Roark led a discussion regarding teaching of undergraduate students by full-time faculty. Associate Vice President Barden provided members of the Academic Issues Committee with a report on the instructional workload for the Fall Semester 1987. Dr. Barden noted that the report was based on data extracted from statistical information tied to the class schedule and applied only to the Laramie campus. It was further noted by Dr. Barden that the study is preliminary and the methodology is under discussion and review by the deans. The Trustees had previously received a narrative report on undergraduate teaching from President Roark, dated February 29, and accompanying materials dated February 22 and 26, 1988.

After discussion, it was the consensus of the Trustees that they were satisfied with the University's emphasis on undergraduate teaching as described in the materials they reviewed, and as described in similar discussions in previous years. The Trustees indicated that President Miracle should prepare a letter stating the position of the Trustees on the question and forward it to those members of the State legislature who had expressed concern about undergraduate teaching by attempting to attach a footnote to an appropriation bill.

ACADEMIC FREEDOM

Professor Michael Day, Chairman of the Faculty Senate, addressed the Trustees briefly on the issue of academic freedom at the University of Wyoming. Professor Day noted that he didn't feel President Roark is a threat to academic freedom at the

University, however, he stated that he does have concerns about academic freedom on campus which center around some departments and colleges.

President Miracle stated that he sees no problem with academic freedom on campus concerning restrictions on faculty members presenting their personal views as those of the University. Dr. Miracle quoted from CHAPTER V., FACULTY, Section 1. ACADEMIC FREEDOM of the Regulations of the Trustees.

BUDGET COMMITTEE

President Miracle called upon Chairman Bussart to conduct the Committee of the Whole meeting of the Budget Committee.

DEPOSITORIES FOR OPERATING
ACCOUNTS FOR UNIVERSITY FUNDS

Acting Vice President Baccari reported to members of the Budget Committee on depositories for operating accounts for University funds. According to Mr. Baccari, in compliance with Wyoming Statutes 1977, Revised, Section 9-4-801 through 9-4-831, inclusive, American National Bank, Laramie; Citizens Bank; First Interstate Bank of Laramie; and First Wyoming Bank, N.A.-Laramie have made formal application for designation as depositories for University funds. They guarantee adequate security for all funds deposited.

After discussion, it was moved by Mr. Dray, seconded by Mr. Bussart, and carried that the Budget Committee recommend to the Trustees of the University of Wyoming approval of the applications for designation as depositories.

Trustees ratified the action of the Budget Committee.

AMENDMENT TO TRUSTEE
REGULATIONS, CHAPTER X,
PHYSICAL PLANT, SECTION 3,
PURCHASES

Acting Vice President Baccari noted in the Budget Committee that current Trustee Regulations (Chapter X, Section 3, Purchases)

approved by the Trustees in December 1967, and amended in October 1986, give a preference of five percent "in purchase of materials, supplies, equipment and machinery provided by bona fide Wyoming residents when such materials, supplies, equipment, machinery or provisions are of quality equal to those of any other

state enforcing or having a differential for 'out-of-state' materials, supplies, equipment, machinery, or provisions."

In 1987, the Wyoming Legislature amended W.S. 16-6-101, relating to the Wyoming preference law, to clarify the definition of a resident corporation and require the commissioner of labor and statistics to certify residency and enforce the preference law.

In order to maintain good relations with Wyoming vendors, and to treat them in the same manner as the State of Wyoming, it was recommended that present Trustee Regulations be amended to correspond with the state definition. The proposed amendment to Chapter X, Physical Plant, Section 3, Purchases, would delete the second full paragraph and would insert the following:

"Preference shall be allowed in purchase of materials, supplies, equipment and machinery provided by bona fide Wyoming residents when such materials, supplies, equipment, machinery or provisions are of quality equal to those of any other state enforcing or having a differential for 'out-of-state' materials, supplies, equipment, machinery, or provisions. Such preference shall be five percent (5.0%) and shall apply to materials, supplies, equipment, machinery or provisions produced, manufactured or grown in this state, and to supplies, materials, equipment, machinery and supplies supplied by a Wyoming resident.

~~"For purposes of purchases described in the above paragraph a bona fide Wyoming resident shall be construed to mean an individual or business organization that has been active for the preceding year in the conduct of activities normally associated with the making of sales of the type of articles being purchased by the University, and that maintains a permanent place of business within the State of Wyoming at~~

~~which one or more persons devote full time to the activities of the business. The Vice President for Finance through his designated representative, shall determine resident classification for purposes of this paragraph and may require persons asserting a right of the preference to submit such information as he may deem necessary."~~

"FOR PURPOSES OF PURCHASES DESCRIBED IN THE ABOVE PARAGRAPH A BONA FIDE WYOMING RESIDENT SHALL BE CONSTRUED TO MEAN A PERSON, PARTNERSHIP OR CORPORATION CERTIFIED AS A RESIDENT BY THE COMMISSIONER OF LABOR AND STATISTICS PRIOR TO BIDDING UPON THE CONTRACT, SUBJECT TO THE FOLLOWING CRITERIA:

- A) ANY PERSON WHO HAS BEEN A BONA FIDE RESIDENT OF THE STATE FOR ONE (1) YEAR OR MORE IMMEDIATELY PRIOR TO BIDDING UPON THE CONTRACT; OR
- B) A PARTNERSHIP OR ASSOCIATION, EACH MEMBER OF WHICH HAS BEEN A BONA FIDE RESIDENT OF THE STATE FOR ONE (1) YEAR OR MORE IMMEDIATELY PRIOR TO BIDDING UPON THE CONTRACT; OR
- C) A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE WITH AT LEAST FIFTY PERCENT (50%) OF THE ISSUED AND OUTSTANDING SHARES OF STOCK IN THE CORPORATION OWNED BY PERSONS WHO HAVE BEEN BONA FIDE RESIDENTS OF THE STATE FOR ONE (1) YEAR OR MORE PRIOR TO BIDDING UPON THE CONTRACT, AND WHICH MAINTAINS ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS WITHIN THE STATE;
OR
- D) A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE WHICH HAS BEEN IN EXISTENCE IN THE STATE FOR ONE (1) YEAR OR MORE IMMEDIATELY PRIOR TO BIDDING UPON THE CONTRACT AND MAINTAINS ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS WITHIN THE STATE. IF AT LEAST FIFTY PERCENT (50%) OF THE ISSUED AND OUSTANDING

SHARES OF STOCK IN THE CORPORATION ARE OWNED BY NONRESIDENTS,
SHARES OF THE CORPORATION SHALL:

- I) HAVE BEEN ACQUIRED BY NONRESIDENTS ONE (1) YEAR OR MORE IMMEDIATELY PRIOR TO BIDDING UPON THE CONTRACT; OR
- II) BE PUBLICLY TRADED AND REGISTERED UNDER SECTIONS 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR ONE (1) OR MORE CLASSES OF ITS SHARES."

After discussion, it was moved by Mr. Schutte, seconded by Mr. Dray, and carried that the Budget Committee recommend to the Trustees approval of the above proposed amendment to Trustee Regulations, Chapter X, Physical Plant, Section 3, Purchases. The action of the Budget Committee was ratified by the Trustees.

AFFILIATION AGREEMENT/
CONTRACT FOR SERVICES/
GRANT PROPOSAL, CASPER FAMILY
PRACTICE RESIDENCY CENTER

Dr. Phil Catalfomo, Dean of the College of Health Sciences, discussed with members of the Budget Committee, the Affiliation

Agreement (Enclosure 1, blue), Contract for Services (Enclosure 2, yellow), and Grant (Enclosure 3, pink) between the Wyoming Medical Center (Casper) and the University of Wyoming. Dean Catalfomo noted that these documents are the product of 18 months of negotiations and review by the University, the Trustees, Wyoming Medical Center, and national consultants. The goal of these documents was to establish a formal medical educational relationship between the University and Wyoming Medical Center.

Mr. Schuster recommended that the University come up with a strategy for dealing with opposition from the Wyoming Legislature with regard to the family practice centers. He suggested aggressive and immediate action be taken to

develop hospital agreements with the Cheyenne Family Practice Residency Center similar to the Agreement with the Casper Family Practice Residency Center.

Dean Catalfomo said he anticipates extending the Agreement to Cheyenne hospitals and the Cheyenne Family Practice Residency Center.

Dean Catalfomo further noted that he thought the situation with the Wyoming Legislature and the family practice centers is improving. He said he hopes to emphasize the good things that are being done at both centers in future reports.

After discussion, it was moved by Mr. Dray, seconded by Mr. Schutte, and carried that the Budget Committee recommend to the Trustees of the University of Wyoming approval of the Affiliation Agreement, Contract for Services, and Grant Agreement between the University of Wyoming and the Wyoming Medical Center as outlined in the above noted enclosures. Trustees ratified the action by the Budget Committee.

AUTHORIZATION TO ALLOW
PRIVATE BUSINESS
OPERATIONS IN THE
WYOMING UNION

Acting Vice President Baccari reported to the Budget Committee that the Wyoming Union Board is seeking approval to allow private businesses to locate in the Wyoming Union to provide desired services and strengthen the Union's financial base.

Several recent studies and reports, including those of the Centennial and CURE committees, have indicated a need to improve the facilities and services provided by the Wyoming Union.

Mr. Brian Schuck, chairman of the Union Board, asked members of the Budget Committee to help revitalize the Union by authorizing private businesses to operate in the Union.

Mr. Schuster said it would be helpful for the Union Planning Task Force to present the Trustees with an overall plan for the Wyoming Union. He encouraged

the Task Force to be as visionary as possible. Mr. Schuck said that an overall plan for the Union is in preparation and will be forwarded to Trustees upon its completion.

One of the immediate goals of the Wyoming Union Board is to solicit proposals from the private sector for a business to locate in the Wyoming Union to operate, under contract, a pizza/ice cream shop. The Board anticipates that other private business will be added in the future. The type of businesses to be selected would be decided in each case by the Wyoming Union Board based on the expressed needs and interests of the students, the Union, and the University community.

The Union Board has directed the preparation of a request for proposal (RFP), done with the assistance and review of appropriate University offices, for the pizza/ice cream operation, and has approved the final draft.

After discussion, it was moved by Mr. Schuster, seconded by Mr. Bussart, and carried that the Budget Committee recommend to the Trustees of the University of Wyoming the request from the Wyoming Union Board to solicit proposals for private businesses to locate in the Wyoming Union and for the University to award contracts to the successful bidders with the provision that University of Wyoming students be given preference for jobs in the Union, and that any new businesses must first be approved by the Office of the President. The Budget Committee action was ratified by the Trustees.

ACCEPTANCE OF CONTRACTS
AND GRANTS

It was moved by Mrs. Kirk, seconded by Mr. Schutte, and carried that the Budget Committee recommend to the Trustees of the University of Wyoming acceptance of contracts and grants for the period December 22, 1987 through March 4, 1988 in the amount

of \$3,390,883. Trustees ratified the action recommended by the Budget Committee.

ACCEPTANCE OF GIFTS
AND SCHOLARSHIPS

It was moved by Mr. Schutte, seconded by Mrs. Kirk, and carried that the Budget Committee recommend to the Trustees of the University of Wyoming acceptance of gifts and scholarships for the period December 17, 1987 through February 17, 1988 in the amount of \$214,752.40. The action recommended by the Budget Committee was ratified by Trustees.

CLASSIFIED RESEARCH
PROJECTS

President Miracle asked if any University of Wyoming researchers were currently working on any classified research projects for the Federal Government. President Roark and Associate Vice President Barden reported that no top secret projects were currently being conducted on campus.

QUARTERLY REPORT,
ENDOWMENT FUNDS

It was requested by Mr. Updike that discussion regarding the quarterly report, endowment funds be held during the W. R. Coe/Charles Chacey Kuehn Estate Committee, scheduled to meet March 25, 1988 when the Investment Adviser to the Coe/Kuehn Committee would be present.

INSURANCE STATUS REPORT

As an item for information only, Acting Vice President Baccari presented the Trustees with a report on the University's insurance status.

ATHLETIC COMMITTEE

President Miracle called upon Chairman Schutte to conduct the Committee of the Whole meeting of the Athletic Committee to consider a single item of business.

OPPORTUNITY FOR NATIONALLY
TELEVISED FOOTBALL GAME
IN LARAMIE

Mr. Paul Roach spoke to the Athletic Committee about an opportunity for a nationally televised night game to be played in Laramie this fall, which would be the first in the history of the University of Wyoming. Mr. Roach said that the game, if played,

would be against Brigham Young University Thursday, September 1 at 8:30 p.m. in Laramie. ESPN would televise the game and provide lights for the night game. Mr. Roach said that 65% of the state would be able to watch the game on ESPN.

After discussion, it was moved by Mr. Updike, seconded by Mr. Dray, and carried that the Athletic Committee recommend to the Trustees of the University of Wyoming that Paul Roach be authorized to negotiate a night game on Thursday, September 1, 1988 with Brigham Young University. Trustees ratified the recommendation from the Athletic Committee.

BUDGET COMMITTEE - continued

**REPORT OF INTERNAL
AUDITOR**

For the information of the Budget Committee,

Internal Auditor Van Jacobson referred to a report which he had prepared at the request of Presidents Miracle and Roark with regard to the potential past transfer of funds between Section I of the University budget and Section II. Copies of Mr. Jacobson's report dated March 3, 1988 were distributed to each Trustee earlier this month. Mr. Jacobson found that no actual transfers took place.

President Roark asked Mr. Jacobson if he found any evidence of fraud during his audit. Mr. Jacobson reported no. A Trustee asked if Mr. Jacobson's audit revealed abuse. Mr. Jacobson indicated that he would not consider it an abuse.

**SALARY INCREASE POLICY
FOR FISCAL YEAR 1989**

President Roark noted that he anticipates bringing the salary increase policy for fiscal year

1989 to the Trustees at their April 15, 1988 meeting.

PERSONNEL COMMITTEE

President Miracle called upon Chairperson Kirk to conduct the Committee of the Whole

meeting of the Personnel Committee.

APPOINTMENTS, ADJUNCT
APPOINTMENT, ADJUNCT
REAPPOINTMENTS, REAPPOINT-
MENT OF COACHES, ADMIN-
ISTRATIVE APPOINTMENTS, CON-
TINUATION OF PROBATIONARY
APPOINTMENTS

After discussion, it was moved by Mr. Updike,
seconded by Mr. Mickelson, and carried that
the Personnel Committee recommend to the
Trustees of the University of Wyoming, appro-

val of appointments, adjunct appointment, adjunct reappointments, reappointment
of football and basketball assistant coaches, administrative appointments, and
continuation of probationary appointments. Trustees ratified the action of the
Personnel Committee as shown below:

APPOINTMENTS

COLLEGE OF ENGINEERING

1. Paul Darlington as Assistant Professor of Electrical Engineering,
effective January 11, 1988 at an annual (9-month) salary rate of
\$38,004. This is a tenure track appointment.
2. Jere C. Hamilton as Lecturer in Civil Engineering for the 1988
spring semester, effective January 11, 1988 at an annual (9-month)
salary rate of \$36,360. This is a non-tenure track appointment.
3. Derek C. Montague as Associate Professor of Atmospheric Science
effective April 1, 1988 at an annual (11-month) salary rate of \$45,000.
This is a tenure track appointment.

COLLEGE OF ARTS AND SCIENCES

4. Britton E. Theurer as Temporary Assistant Professor of Music for
the 1988 spring semester, effective January 11, 1988 at a salary for
the period of \$13,008. This is a non-tenure track appointment.

COLLEGE OF HEALTH SCIENCES

5. Vernon L. Goller as Assistant Professor of Family Practice, effective July 1, 1988 at an annual (11-month) salary rate of \$70,008. This is a tenure track appointment.

UNIVERSITY LIBRARIES

6. Dena M. Holiman as Senior Assistant Librarian and Cataloguer, effective January 6, 1988 at an annual (11-month) salary rate of \$21,000. This is a tenure track appointment.

7. Linda R. Zellmer as Senior Assistant Librarian and Geology and Maps Librarian for the period January 18, 1988 through June 30, 1988 at an annual (11-month) salary rate of \$24,000. This is a tenure track appointment.

AIR FORCE ROTC

8. Jerry P. Haenisch as Assistant Professor of Aerospace Studies for a three-year period effective July 15, 1988. There is no University of Wyoming salary associated with this position. This is a non-tenure track appointment.

9. Gary W. Hall as Professor of Aerospace Studies for a three-year period effective July 15, 1988. There is no University of Wyoming salary associated with this position. This is a non-tenure track appointment.

10. Marlys G. Simmons as Assistant Professor of Aerospace Studies for a three-year period effective July 15, 1988. There is no University of Wyoming salary associated with this position. This is a non-tenure track appointment.

ADJUNCT APPOINTMENT

This appointment carries no tenure rights or salary.

COLLEGE OF ENGINEERING

1. Richard W. Weeks as Adjunct Professor of Electrical Engineering for the period January 1, 1988 through December 31, 1988.

ADJUNCT REAPPOINTMENTS

COLLEGE OF ARTS AND SCIENCES

1. Richard Howey as Adjunct Professor of Zoology and Physiology for the period January 1, 1988 through December 31, 1990.
2. Robert Wiley as Adjunct Professor of Zoology and Physiology for the period January 1, 1988 through December 31, 1990.

COLLEGE OF ENGINEERING

3. William A. Cooper as Adjunct Professor of Atmospheric Science for the period December 1, 1987 through November 30, 1990.

REAPPOINTMENT OF FOOTBALL AND BASKETBALL ASSISTANT COACHES

The following reappointments in Intercollegiate Athletics were approved for the period April

1, 1988 through March 31, 1989 as indicated.

1. Gregg Brandon, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
2. Greg Brown, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
3. Dave Butterfield, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
4. Scott Downing, Assistant Football Coach and Lecturer in Intercollegiate Athletics.

5. Larry Korpitz, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
6. Joe Tiller, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
7. Mark Tommerdahl, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
8. Del Wight, Assistant Football Coach and Lecturer in Intercollegiate Athletics.
9. Ray Jones, Assistant Basketball Coach and Lecturer in Intercollegiate Athletics.
10. Thad Fitzpatrick, Assistant Basketball Coach and Lecturer in Intercollegiate Athletics.

ADMINISTRATIVE APPOINTMENTS

ASSISTANT TO THE PRESIDENT FOR ECONOMIC DEVELOPMENT COORDINATION AND PLANNING

1. Shelby Gerking as Assistant to the President for Economic Development Coordination and Planning, effective February 1, 1988. This is a part-time appointment, and Dr. Gerking's salary remains unchanged.

VICE PRESIDENT FOR DEVELOPMENT, ALUMNI RELATIONS AND UNIVERSITY RELATIONS

2. Peter K. Simpson as Vice President for Development, Alumni Relations and University Relations, effective February 1, 1988, at a fiscal (11-month) salary of \$66,888. The Division of Communications Services has been transferred to Dr. Simpson's administrative jurisdiction to accomplish a consolidation and centraliza-

tion of University of Wyoming public relations, public information, alumni relations, and development activities.

COLLEGE OF AGRICULTURE

3. Oliver Hill as Associate Professor of Cooperative Extension Service and Special Assistant to the Dean/Director of Leadership and Development effective March 1, 1988 at an annual (11-month) salary of \$40,752.

4. James O. DeBree as Associate Professor of Cooperative Extension Service, Associate Dean of the College of Agriculture, and Director of Cooperative Extension Service for the period February 1, 1988 through June 30, 1990 at an annual (11-month) salary of \$60,000. This is a non-tenure track appointment.

CONTINUATION OF
PROBATIONARY APPOINTMENTS

The following faculty members were approved
for continuation on probationary appointment

for the year 1988-89 as indicated.

Name	Department	Academic Rank
<u>COLLEGE OF AGRICULTURE</u>		
Aung, Taing	Plant, Soil, and Insect Sciences	Assistant Professor
Brown, Donna M.	Home Economics	Assistant Professor
Groose, Robin W.	Plant, Soil, and Insect Sciences	Assistant Professor
Medeiros, Lydia C.	Home Economics	Assistant Professor
Rule, Daniel C.	Animal Science	Assistant Professor
Weigel, Randolph R.	Home Economics/Cooperative Extension Service	Assistant Professor

COLLEGE OF ARTS AND SCIENCES

Alijani, Ghasem	Computer Science	Instructor
Aronstein, Susan L.	English	Assistant Professor
Ashley, David J.	Sociology	Assistant Professor
Baena, Julio	Modern & Classical Languages	Assistant Professor
Calloway, Colin G.	History	Assistant Professor
Cawley, Robert M.	Political Science	Associate Professor
Fuzessery, Zoltan M.	Zoology and Physiology	Assistant Professor
Gross, Richard R.	Journalism and Telecommunication	Assistant Professor
Hobart, Sylvia A.	Mathematics	Assistant Professor
Hodgson, Lee	Theatre and Dance	Assistant Professor
Holt, Philip G.	Modern & Classical Languages	Assistant Professor
Krishnaswamy, Ravinder P.	Computer Science	Assistant Professor
Millar, Frank E.	Communication	Associate Professor
Nightingale, Narina	Psychology	Assistant Professor
Torry, Robert	English	Assistant Professor

COLLEGE OF COMMERCE AND INDUSTRY

Barczyk, Casimir C.	Business Administration	Assistant Professor
Forster, Bruce A.	Economics	Professor
Malone,, J. David	Accounting	Assistant Professor
Manuel, Timothy A.	Business Administration	Assistant Professor
McCahon, Cynthia S.	Business Administration	Assistant Professor
McClelland, Lawrence A.	Accounting	Assistant Professor
Mitchell, James B.	Business Administration	Assistant Professor
Pilotte, Eugene A.	Business Administration	Assistant Professor

Snook-Luther, David C.	Business Administration	Assistant Professor
Wright, Thomas A.	Business Administration	Assistant Professor

COLLEGE OF EDUCATION

Fry, Betty C.	Vocational Education	Associate Professor
Rezabek, Landra	Educational Foundations and Instructional Technology	Assistant Professor

COLLEGE OF ENGINEERING

Chowdhury, Badrul H.	Electrical Engineering	Assistant Professor
Englert, Sue E.	Electrical Engineering	Assistant Professor
Mase, George T.	Mechanical Engineering	Assistant Professor
Matthews, Michael A.	Chemical Engineering	Assistant Professor
Pandey, Prem	Electrical Engineering	Assistant Professor

COLLEGE OF HEALTH SCIENCES

Bruyere, Harold	School of Pharmacy	Assistant Professor
Ford, Dawn C.	School of Pharmacy	Assistant Professor
Holt, Gary A.	School of Pharmacy	Assistant Professor
Leder, Sharon	School of Nursing	Assistant Professor
Jewell, Gary S.	Family Practice/Casper	Assistant Professor
Ogburn-Russell, Linda L.	School of Nursing	Assistant Professor

COLLEGE OF LAW

Moller, Sidney	Law	Assistant Professor
----------------	-----	---------------------

UNIVERSITY LIBRARIES

Avery, Christine C.	Library	Senior Assistant Librarian
---------------------	---------	----------------------------

CHANGE IN ASSIGNMENT

After discussion, it was moved by Mr.

Hinckley, seconded by Mr. Updike, and carried

that the Personnel Committee recommend to the Trustees of the University of

Wyoming, approval of the following change in assignment. Trustees ratified the action of the Personnel Committee:

Vern Shelton, Assistant to the President for Information, be reassigned as Assistant to the President, effective February 1, 1988, for a term expiring June 30, 1993 and subject to renewal upon more than satisfactory performance. On his recommendation, Shelton's annual (11-month) salary will be reduced from \$54,888 to \$48,000.

LEAVES OF ABSENCE, CHANGES
IN SABBATICAL LEAVES,
RETIREMENTS

It was moved by Mr. Updike, seconded by Mr.
Hinckley, and carried that the Personnel

Committee recommend to the Trustees of the University of Wyoming that the leaves of absence, changes in sabbatical leaves, and retirements be approved. Trustees ratified the action of the Personnel Committee as shown below:

LEAVES OF ABSENCE

1. Susan Leddy, Professor of Nursing, for the 1988-89 academic year, to continue research and publication of two books.
2. Peter C. Maxfield, Professor of Law, for the 1988 fall semester, to pursue political endeavors.

CHANGES IN SABBATICAL
LEAVES

COLLEGE OF ARTS AND SCIENCES

1. Walter T. Grandy, Professor of Physics and Astronomy, requested a change in his sabbatical leave from the 1988-89 academic year to the 1988 fall semester only.
2. Eric J. Sandeen, Associate Professor of American Studies, requested a change in his sabbatical leave from the 1989-90 academic year to the 1988-89 academic year.

RETIREMENTS

<u>Name</u>	<u>Position Title</u>	<u>Birth Date</u>	<u>Employment Date</u>	<u>Date of Retirement</u>
Burkhardt, Christian C.	Professor of Plant, Soil, and Insect Sciences	12/26/24	8/15/67	5/31/88 with designation as <u>Emeritus</u>
Partridge, Jay R.	Soil Specialist Powell Research and Extension Center	2/8/23	7/1/50	4/1/88 with designation as <u>Retired</u>
Spackman, Eunice E.	Secretary II American Heritage Center	3/14/28	2/2/70	3/15/88 with designation as <u>Retired</u>
Williams, Roger L.	Distinguished Professor of History	6/22/23	7/1/71	5/15/88 with designation as <u>Emeritus</u>

PART-TIME APPOINTMENTS

As a matter of information only, the part-time appointments were acknowledged by the

Personnel Committee.

RESIGNATIONS

The following resignations were acknowledged by the Personnel Committee.

1. Cynthia L. Baldwin, Assistant Professor of Counselor Education, August 31, 1988.
2. Victor M. Becerra, Assistant Professor of Veterinary Sciences, February 15, 1988.
3. Edward A. Dyl, Professor of Business Administration, May 15, 1988.
4. Sammi G. Hajjar, Professor of Political Science, May 15, 1988.
5. Robert W. Righter, Associate Professor of History, May 15, 1988.
6. Al Roberts, Assistant Football Coach and Lecturer in Intercollegiate Athletics, February 29, 1988.

7. Jonathan G. Taylor, Assistant Professor of Geography and Recreation, May 14, 1989.

It was noted that one faculty member resigned due to perceived unfair allocation of merit raises and accepted a position with the federal government and a \$25,000 salary increase. One faculty member resigned to accept the chairmanship of a large academic department and a \$30,000 salary increase. One individual resigned to accept a position in private business with a \$39,000 salary increase. One faculty member resigned to accept a comparable position at another academic institution and a \$6,500 salary increase. One faculty member resigned because of a dispute with the department as to actual teaching and professional expectations associated with the UW position. One faculty member left the institution to accept a joint position with his wife at another academic institution with a pay increase of 15%.

COMMUNITY COLLEGE RELATIONS COMMITTEE

President Miracle called upon Chairman Sharratt to conduct the Committee of the Whole

Community College Relations Committee.

JOINT MEETING WITH THE WYOMING COMMUNITY COLLEGE COMMISSION

Trustees and members of the Wyoming Community College Commission met in a joint session

to exchange views and receive reports on items of mutual interest.

COMMON COURSE NUMBERING

Following a report from Dr. Michele Haney, Assistant to the Dean of Instruction at

Laramie County Community College, it was moved by Mr. Dray, seconded by Mr. Schuster, and carried to recommend to the Trustees of the University of Wyoming acceptance of the Resolution from the Wyoming Community College Commission and University of Wyoming Board of Trustees on Task Force on Common Course Numbering as shown in Enclosure 4, salmon, with the provision that implementation begin as expeditiously as possible to adopt the common course level number designation,

and that the group charged with implementation consist of the members of the Task Force on Common Course Numbering. Trustees ratified the action of the Community College Relations Committee.

TASK FORCE ON COMMON PRACTICES

Ms. Jackie Harrell, Director of Admissions and Records at Western Wyoming College,

provided members of the Community College Relations Committee and members of the Wyoming Community College Commission with a progress report from the joint Task Force on Common Practices.

UPDATE ON PARTNERSHIPS BETWEEN THE UNIVERSITY AND INDIVIDUAL COMMUNITY COLLEGES

Trustee Bryan Sharratt provided an update on the partnership between the University and

Casper College for providing limited junior, senior, and graduate level course offerings at the community college campus. Associate Vice President Roland Barden provided an update on the partnership between the University of Wyoming and Laramie County Community College.

UPDATE ON INSTRUCTIONAL AND PBS TELECOMMUNICATIONS ACTIVITIES

An update on instructional and PBS telecommunications activities in Wyoming was pro-

vided by Mr. Oliver Sundby, Program Representative, Wyoming Community College Commission.

UPDATE ON UW/CSU LINK

Associate Vice President Roland Barden provided an update for the information of the

Community College Relations Committee and members of the Wyoming Community College Commission on the University of Wyoming/Colorado State University microwave link. Dr. Barden said the link-up is expected by the end of summer 1988.

REVIEW OF LEGISLATIVE RESULTS

President Roark and Dr. Jim Randolph, Executive Director, Wyoming Community College

Commission, provided a review of legislative results.

The Trustees and members of the Commission were given a tour and demonstration in the University's new video classroom, Room 105 in the Classroom Building.

COMMITTEE OF THE WHOLE

After discussion, Trustees moved the date of the Trustees' Retreat from Monday, April 4,

1988 to Wednesday, April 6, 1988. In addition, a regular meeting of the Trustees of the University of Wyoming will be held Friday, April 15, 1988 in the Board Room of Old Main.

ADJOURNMENT

The meeting was adjourned at 2:55 p.m. with committee meetings to begin at 9:00 a.m. on

Friday, March 25 in the Board Room of Old Main.

ROLL CALL

Continuation of the regular meeting of the Trustees of the University of Wyoming was

called to order by President Miracle at 9:00 a.m. on March 25, 1988 in the Board Room of Old Main. The following Trustees were in attendance: Bussart, Chapin, Dray, Hinckley, Kirk, Mickelson, Miracle, Rochelle, Schutte, Sharratt, Updike and ex officio member Roark. Governor Sullivan and Trustee Schuster were absent. Ex officio members Simons and Akers joined the meeting later.

ANNOUNCEMENTS

President Miracle said that the Trustees had breakfast at 8:00 a.m. on March 25 with mem-

bers of the Faculty Senate Executive Committee and new faculty members. Dr. Miracle noted there was a good exchange of ideas and the Trustees appreciated the opportunity to be invited.

PHYSICAL PLANT AND
EQUIPMENT COMMITTEE

President Miracle called upon Chairman

Dray to conduct the Committee of the Whole meeting of the Physical Plant and Equipment Committee. After committee discussion, it was moved by Mr. Dray, seconded by Mr. Updike, and carried that Trustees of the University of Wyoming ratify the following:

DISPOSAL OF UNIVERSITY
PROPERTY - STONE QUARRY
IMPROVEMENTS

Acting Vice President Baccari provided the
Physical Plant and Equipment Committee

background on the stone quarry improvements. After discussion, it was recommended that the Physical Plant and Equipment Committee recommend to the Trustees that the University of Wyoming: 1) advertise for the removal of the two wooden buildings and equipment, consisting of a gantry crane and stone drilling, cutting and transportation equipment, located on the stone quarry site and to award a contract for the removal of said buildings and equipment to the highest bidder, or 2) in the event a bid or bids are not received for such removal, or if the bids are unacceptable, the University is then authorized to remove and/or raze said buildings and equipment.

CITY OF LARAMIE
RIGHTS-OF-WAY

Mr. Roger Baalman, Director, Facilities Planning, provided background information to the

members of the Physical Plant and Equipment Committee with regard to the City of Laramie, Rights-of-Way. Following discussion, the Physical Plant and Equipment Committee recommended to the Trustees of the University of Wyoming that a 100 foot right-of-way to extend Harney Street and an 80 foot right-of-way to extend 22nd Street be granted to the City of Laramie for the cost of one dollar subject to the following conditions:

- 1) The final rights-of-way alignments through campus are subject to the acceptance of the Facilities Planning Office;

- 2) Armory Road with appurtenant curb and gutter shall be realigned and overlaid as part of the costs to the City of Laramie for the Harney Street and 22nd Street extensions; and
- 3) The Harney and 22nd Street extensions shall be maintained at the expense of the City of Laramie.

PROGRESS REPORTS

As a matter of information only, progress reports on the various construction projects were provided to the Physical Plant and Equipment Committee.

COOPER PROPERTY

As an item for information, President Roark said that attempts to secure funds to stabilize the Cooper Property have not been successful. President Roark suggested that it may be useful for the Trustees to discuss alternative uses for the property. He noted that one interesting possibility included a proposal prepared by Eric J. Sandeen, Director of the American Studies Program.

Professor Sandeen outlined for members of the Physical Plant and Equipment Committee his proposal to use the Cooper Property for the University of Wyoming American Studies program. Professor Sandeen said the American Studies program has endowment funds available to help make the building usable, in addition to developing a historic preservation program which can also help repair the building.

Dr. Walter Eggers, Dean of the College of Arts and Sciences, said the proposal outlined by Professor Sandeen is of enormous importance to the College of Arts and Sciences.

Mr. Sharratt suggested that this proposal be circulated to the Friends of the Cooper Mansion organization for their information and input.

After extended discussion, President Roark proposed that the administration pursue this proposal and come back to the Trustees with a recommendation at the May 1988 meeting.

W. R. COE/CHARLES CHACEY
KUEHN ESTATE COMMITTEE

President Miracle called upon Chairman Updike to conduct the Committee of the Whole meeting of the W.R. Coe/Charles Chacey Kuehn Estate Committee.

QUARTERLY REPORT, W. R. COE
SCHOOL, W. R. COE ESTATE,
AND CHARLES CHACEY KUEHN
ESTATE FUNDS

The quarterly investment report for the quarter ending December 31, 1987, was provided to members of the W. R. Coe/Charles Chacey Kuehn Estate Committee for their information. Mr. John Vann, Investment Adviser, was unable to be present.

The question was raised as to whether there was a duplication of effort by the University in having two investment advisers to manage funds. After discussion, Acting Vice President Baccari recommended that nothing be done at this time to combine investment advisers, but that this issue may need to be discussed in the future.

ATHLETIC COMMITTEE

President Miracle called upon Chairman Schutte to conduct the Committee of the Whole meeting

of the Athletic Committee.

ASSIGNMENT OF
KTWO CONTRACT

Mr. David Baker provided the Athletic Committee with background information on the assignment of the Ktwo contract. Following discussion, the Athletic Committee recommended that Trustees of the University of Wyoming approve Clear Channel Radio, Inc. as the nominee of Ktwo Corporation to perform under the terms of the Contract Agreement for TV and Radio Rights entered into by the University of Wyoming and Ktwo Corporation on October 2, 1987; and that the President of the

University of Wyoming be authorized to notify Clear Channel Radio, Inc. of the Board's approval of said nomination.

It was moved by Mr. Dray and seconded by Mr. Bussart to table the recommendation of the Athletic Committee until the Trustees receive a report from Mr. Baker regarding KTWO's contract performance. Following discussion, the motion to table failed on a 2 to 5 vote.

It was moved by Mr. Chapin, seconded by Mr. Rochelle, and carried that the Trustees accept the recommendation of the Athletic Committee and approve Clear Channel Radio, Inc. as the nominee of KTWO Corporation as noted above.

Mr. Dray requested an analysis regarding the KTWO broadcasting contract performance be presented to the Trustees.

POLICY ON TELEVISIONING
GAMES

Concern was expressed regarding the policy with respect to televising football and basketball games. President Roark said that the policy will be reviewed and a report will be made to the Athletic Committee at the May 1988 meeting of the Trustees.

DEVELOPMENT COMMITTEE

President Miracle called upon Chairman Dray to conduct the Committee of the Whole meeting of the Development Committee.

UNIVERSITY POLICY ON
DIVESTITURE OF STOCKS
OF COMPANIES DOING
BUSINESS IN SOUTH
AFRICA

Discussion was held regarding the University's policy to divest its funds from companies doing business in South Africa.

Vice President Pete Simpson told members of the Development Committee that some potential contributors have said they will not donate money to the University of Wyoming as long as it adheres to its present policy on divesti-

ture. He said that the University of Wyoming is precluded from some gift lists because of its stand on divestiture.

Following discussion in the Committee of the Whole, it was moved by Mr. Bussart and seconded by Mr. Rochelle that Mr. John Vann, Investment Adviser, prepare a detailed analysis for the Development Committee showing the loss, if any, of the University's investments as a result of the divestiture. The vote was tied with four members voting yes and four voting no. President Miracle broke the tie by voting yes, and Mr. Vann will be asked to prepare such a statement.

STATUS OF TRUSTEES'
SYMPOSIUM

Vice President Pete Simpson reported to the Trustees on the status of the Trustees' 1988 Symposium by saying that efforts to raise outside funds for the symposium have not been successful. Dr. Simpson suggested the Trustees might want to consider a scaled-down version of the symposium to be held in the same format as in the past.

This information will be passed on to the Centennial Committee for further discussion and study.

EXECUTIVE SESSION

litigation.

Trustees met in Executive Session to discuss personnel matters and pending

COMMITTEE OF THE WHOLE

President Miracle conducted the meeting of the Committee of the Whole.

ADMISSION OF STUDENTS TO
GRADUATE PROGRAMS

Dr. Thomas Dunn, Dean of the Graduate School, discussed the policy for admission of students to the graduate program at the University of Wyoming and answered questions and concerns of Trustees.

PROGRESS OF THE UNIVERSITY'S
ECONOMIC DEVELOPMENT AND
DIVERSIFICATION EFFORTS

Vice President DeVries and Assistant to the
President Gerking reported to the Trustees on

the progress of the University's economic development and diversification efforts.

President Roark said the University wishes to be an active player in economic development and diversification efforts for the State of Wyoming.

ANNOUNCEMENTS

President Roark said that he has been
contacted by Wyoming artist, Harry Jackson,

regarding the possibility of a long-term loan to the University of Mr. Jackson's sculpture, Sacajawea. President Roark noted that negotiations are presently underway for the University to pay shipping costs and insurance to move the statue from Cody, Wyoming to the Laramie campus.

APPROVAL OF MINUTES

President Miracle asked if there were any
corrections or additions to the minutes of the

meeting of January 15, 1988. There were no corrections, and Mr. Schutte moved that the minutes of January 15, 1988 be approved as circulated. Mr. Mickelson seconded the motion, and it carried.

NEW BUSINESS,
CENTENNIAL SINGERS

It was moved by Mr. Updike, seconded by Mr.
Mickelson, and carried that the Centennial

Singers be awarded the Trustee Award of Merit with an appropriate resolution honoring the group. A single Award of Merit will be given to the singers as a group, and a resolution from the Trustees will be given to each singer, director, and faculty and staff member associated with the group. In addition, Mr. Bruce Bishop, Director of the Centennial Singers, and several singers will be invited to be present at the May 1988 meeting of the Trustees to receive the

award. President Miracle said the Centennial Singers are one of the best ambassadors the University of Wyoming has.

NEW BUSINESS,
BYLAW CHANGE

President Miracle asked that notice be given in the April 15, 1988 Trustees' agenda regarding amending Article IV, Section 4-2 of the Bylaws of the Trustees of the University of Wyoming, which establishes the election and term of office for officers of the Trustees; and Article VII, Section 7-10 of the Bylaws of the Trustees of the University of Wyoming, which establishes terms of office for Committee Chairmen.

EXECUTIVE SESSION

Trustees called an Executive Session to receive a report from the Honorary Degree Committee regarding honorary degrees to be awarded at Commencement.

HONORARY DEGREE COMMITTEE
REPORT

It was moved by Mr. Mickelson, seconded by Mr. Bussart, and carried that the Trustees accept the recommendation of the Honorary Degree Committee regarding awarding of the honorary degree at Commencement.

NEW BUSINESS,
ASUW PRESIDENT
GREG AKERS

ASUW President Greg Akers told Trustees that the March 24-25, 1988 meeting was his last meeting as President of ASUW, and he thanked the Board for their time and assistance. He said that his service on the Board has been a learning experience.

NEW BUSINESS,
TRUSTEE BRYAN SHARRATT

Mr. Sharratt said that he will announce his intent to run for Congress on Monday, March 28, 1988. He said that he will continue as a Trustee, but will waive his right to per diem and travel expenses while he is running for office.

ADJOURNMENT AND DATE OF
NEXT MEETING

There being no further business to come
before the Trustees, the meeting was adjourned
at 3:25 p.m. The next meeting of the Trustees is scheduled for April 15, 1988.

Respectfully submitted,



Terri L. Given
Deputy Secretary

1988
AFFILIATION AGREEMENT
AGREEMENT FOR SERVICE
WYOMING MEDICAL CENTER GRANT PROPOSAL

TITLE PAGE-STOCK NO. 100TP

Shepard MFG. CO. BOSTON MASS. LOS ANGELES - CHICAGO
LOGAN OH. MCGREGOR TX. LOCUST GROVE GA

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1987, by and between the Board of Trustees of the University of Wyoming, a body corporate under the Constitution and laws of the state of Wyoming, located at Laramie, Wyoming, herein referred to as "University", and Wyoming Medical Center, Inc., a not-for-profit teaching hospital located at Casper, Wyoming, herein referred to as "Affiliate".

PREAMBLE: The University of Wyoming Family Practice Residency-Casper is a three-year post-M.D. graduate educational program designed to meet the requirements of the General Essentials of Accredited Residencies in Graduate Medical Education and the Special Requirements for Residency Training in Family Practice of the Accreditation Council on Graduate Medical Education (ACGME). Graduates of this program will have met the educational requirements necessary for eligibility to sit for examination by the American Board of Family Practice. The University of Wyoming Family Practice Residency-Casper is responsible for this graduate education program. The Program Director of the University of Wyoming Family Practice Residency-Casper is responsible to the Dean of the College of Health Sciences and directs the educational program.

WHEREAS, the University has approved the establishment of a graduate teaching curriculum in Family Practice;

and

WHEREAS, the University and the Affiliate agree that family medicine is important to the State of Wyoming for provision of total health service;

and

WHEREAS, the University of Wyoming Family Practice Residency-Casper is responsible for training and teaching of physicians in this specialty;

and

WHEREAS, the University desires to improve its graduate teaching and research programs in Family Practice by making a limited affiliation with the Affiliate;

and

WHEREAS, the Affiliate agrees to accept such limited affiliation to provide facilities, staff assistance, access to patients and limited partial funding required to carry out the teaching and research program in Family Practice in accordance with mutual understandings reached between the parties through the Program Director, University of Wyoming Family Practice Residency-Casper and the governing body of the Affiliate;

and

WHEREAS, the Affiliate desires to establish a program in graduate medical education;

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

I. OBJECTIVES AND AFFILIATION

A. The following objectives have been adopted by the University and the Affiliate in establishing this Affiliation Agreement:

1. Establishment of a training and teaching program which will produce quality medical care of a comprehensive and continuous nature within the context of the patient's family and community.
2. Establishment of the Affiliate as a major teaching hospital.
3. Development of research and educational programs which will improve medical care in Wyoming and contribute to the growth and evolution of the discipline of family medicine.
4. Improving the funding base of the University of Wyoming Family Practice Residency-Casper, thereby assuring a quality medical education program in a major medical center.
5. Identification of areas of continuing education needs of physicians within the geographic area served by the program and Affiliate hospital.
6. Provision of educational opportunities for practicing physicians to help meet the needs of the citizens of Wyoming.
7. Establishment of other continuing education programs to meet identified needs.

II. GENERAL AGREEMENT

- A. The initial term of this Agreement shall commence on _____ 1987, and shall end on June 30, 1988, and shall automatically renew thereafter for one-year intervals which renewal is anticipated provided funding is available.
- B. It is understood and agreed that the parties hereto may revise or modify this Agreement by written amendments whenever the same shall be mutually agreed upon.
- C. This Agreement shall be interpreted in accordance with and pursuant to the laws of the State of Wyoming.
- D. The University of Wyoming does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Nothing in this Agreement is intended to effect a change in the status of University employees, medical faculty, clinical faculty who are bona fide part-time employees, and residents as public employees for the purpose of the Wyoming Governmental Claims Act (W.S. 1-39-101 et seq., as amended).
- E. Nothing in this Agreement is intended to be contrary to State or Federal law. In the event of a conflict between the terms of this Agreement and any applicable State or Federal law, the State or Federal law will supersede the terms of this Agreement.
- F. The terms and conditions of this Agreement shall supersede those of any and all prior Agreements, oral or written.

- G. This Agreement shall be subject to annual review or review from time to time as the need may arise, in order to consider any amendment, alteration or change as may be mutually agreed upon in writing by the parties.
- H. Notwithstanding any other provision of this Agreement, Affiliate and University will remain autonomous and independent under its Board of Directors and Board of Trustees, respectively. The Board of Trustees and administration of University shall retain all jurisdictional powers incident to its affairs, including the power to determine its general and fiscal policy, its expenditures of money and incurring of obligations and the design and establishment of its educational programs at Affiliate hospital and the selection of its administrative and faculty personnel. The Board of Directors of Affiliate shall retain all jurisdictional powers incident to its affairs, including the power to determine its general and fiscal policy, its expenditures and incurring of obligations, the selection of Affiliate personnel, the admission of patients, the administration, supervision, management and control of Affiliate hospital and the activities conducted therein.

III. MUTUAL RESPONSIBILITIES

- A. University employees, faculty and residents shall not be deemed to be employees or agents of the Affiliate, and nothing herein contained shall be construed as creating a relationship other

than that of an independent contractor between Affiliate and the University, its employees, faculty and students. University employees, faculty and students shall not be eligible for a coverage under Affiliate's Worker's Compensation or Unemployment Compensation insurance programs.

- B. The parties hereto agree to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, all Equal Opportunity requirements including Executive Order #11246, Section 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, any amendments thereof and any applicable regulations thereto. Additionally, the parties agree that they will not discriminate against persons seeking employment or access to their programs, facilities, or services on the basis of race, creed, color, sex, age, national origin, handicap or veteran status.
- C. At least one year prior to the initial and each renewal term of this Agreement, either party may give notice of non-renewal to the other party. Such notices shall be in writing and delivered to the person(s) designated herein. Otherwise, renewals shall be automatic. In addition, the University or the Affiliate may terminate this agreement on written notice to the other party in the event of:
- 1) an imminent threat of loss or loss of accreditation of the residency program;
 - 2) an inability of the University to recruit and retain

students or faculty which makes it impracticable to continue the affiliation;

- 3) a failure of this affiliation to provide for an adequate number and variety of teaching patients for University's educational program and which makes it impracticable to continue the affiliation; or
- 4) a loss of resources from appropriated or other funds which makes it impracticable to continue the affiliation.

D. University and Affiliate shall provide for participation in the responsibilities and activities of the Joint Committee as established hereunder.

E. The University shall provide, at its own expense, current liability insurance coverage for its employees, medical and clinical faculty, and residents pursuant to W.S. 1-41-101 et seq. (This coverage is more fully described in the STATEMENT OF MALPRACTICE COVERAGE FOR CLINICAL FACULTY OF THE UNIVERSITY OF WYOMING FAMILY PRACTICE RESIDENCY-CASPER, attached hereto as EXHIBIT 1.)

1. To the extent of such insurance coverage, the University will defend, indemnify and hold harmless the Affiliate, its officers, agents, employees and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the University, its employees, medical and clinical faculty or residents.

2. The University shall be liable under the provisions of this paragraph for such obligations, costs and expenses only to the extent that such act or omission is caused solely by the employee, medical and clinical faculty or resident of the University and not the Affiliate hospital or any of its officers, agents, volunteers or employees, and that such act or omission occurred during the course of the curriculum or educational program, to which the employee, medical and clinical faculty, or resident was assigned.
3. The measure of liability of the University, its employees, medical and clinical faculty or residents and the procedures to be used in pursuing a claim against the University shall be governed by the Governmental Claims Act, W.S. 1-39-101 et seq.

F. The Affiliate shall provide, at its own expense, adequate liability insurance coverage for its employees, agents, representatives and volunteers.

1. To the extent of such insurance coverage, the Affiliate will defend, indemnify and hold harmless the University, its trustees, officers, agents, representatives, employees, faculty and residents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, representatives or volunteers.

2. The Affiliate shall be liable under the provisions of this paragraph for such obligations, costs and expenses only to the extent that such act or omission is caused solely by the Affiliate hospital, or any of its officers, agents, volunteers or employees, and not the University, its medical and clinical faculty, residents or employees.

IV. UNIVERSITY RESPONSIBILITIES

- A. The University shall establish, manage, supervise, administer and control the over-all educational program including:
 1. The qualification and selection of residents.
 2. The qualification, selection and appointment of faculty in accordance with established University procedures, giving consideration to the recommendations of the Joint Committee established herein.
 3. The development of the curriculum.
 4. The maintenance of quality control of the educational program.
 5. The fiscal and administrative management of the educational program, giving consideration to the recommendations of the Joint Committee established herein.
 6. The expenditure of funding from all sources including state and federal funds (i.e. training grants, etc.), clinical income and Affiliate medical education funding, giving consideration to the recommendations of the Joint Committee established herein.

7. The maintenance of the Family Practice clinical model of quality health care at a reasonable cost, including:
 - a. Clinical staff, facilities and patients;
 - b. The structure, educational functions, the administration, management, supervision and control of the clinic and the activities conducted therein.
 - c. The general and fiscal management of the clinic including personnel matters involving employees, faculty, and residents and staff.

- B. The University shall identify and appoint, pursuant to established University policies and procedures, a qualified Program Director acceptable to Affiliate hospital and medical staff. The Search Committee for the Program Director shall include one representative from the Affiliate hospital administration and one from the Affiliate hospital's medical staff. The Program Director shall report to the Dean of the College of Health Sciences.

- C. In addition to the other duties and responsibilities assigned to the Program Director by the University, the Program Director shall be responsible for:
 1. Developing and submitting to the College of Health Sciences and the Wyoming Medical Center a biennial budget proposal for graduate medical education.
 2. Providing appropriate supervision of residents, which may be delegated to faculty or clinical faculty by the Program

Director. The residents shall be under faculty or clinical faculty supervision for all educational activities that involve patient care, both in the ambulatory care setting and for hospitalized patients.

3. Instituting appropriate remedial, academic or disciplinary action concerning residents. The University shall maintain a resident evaluation committee which shall review, in a timely fashion, the residents' scholastic and professional performance. If a resident is not performing satisfactorily in meeting the educational and professional requirements of the program, the committee shall recommend appropriate action to the Program Director, which may result in the suspension, probation or dismissal of the resident pursuant to University rules and regulations governing student appeals. Prior to instituting disciplinary actions, the resident will be afforded notice of the proposed action and an opportunity to be heard.

V. AFFILIATE RESPONSIBILITIES

- A. The Affiliate hospital shall assume responsibility for partial funding of the training program by providing direct monetary support for the educational program, as reflected in the budget approved by the Affiliate hospital, and will assist in efforts to solicit funding from public and private sources.
- B. The Affiliate shall be responsible for the management, supervision, administration and control of Affiliate hospital and its facilities, including:

1. Providing support for making hospital facilities available to the training program as required for educational needs of the residency program, giving consideration to the recommendations of the Joint Committee established herein.
2. Providing full quality hospital care to patients;
3. Maintaining quality assurance activities within the hospital.

VI. AFFILIATE MEDICAL STAFF RESPONSIBILITIES

- A. The Affiliate medical staff shall recommend hospital privileges for Family Practice faculty to the Affiliate Board of Directors, following the guidelines of the Joint Commission on Accreditation of Hospitals and in accordance with medical staff By-Laws.
- B. The Affiliate medical staff shall provide support for the program including:
 1. Recommending medical staff members for appointment to the clinical faculty for local teaching responsibilities.
 2. Assisting in the acquisition of adequate numbers of patients to meet the needs of the educational program through the appropriate delegation of authority for care of patients under supervision, while maintaining responsibility for that care.
 3. Recommending hospital privileges for Family Practice faculty in accordance with the medical staff By-Laws.
 4. Participating in the responsibilities of Joint Committee established herein.

VII. APPOINTMENT

A. Medical Staff - Appointment to the medical staff of the respective Affiliate hospital is the function of the medical staff of the Affiliate.

B. University Appointment - Appointment to the faculty of the University of Wyoming College of Health Sciences is a function of the University. Any member of the medical staff of the Affiliate institution who is responsible for any part of the teaching curriculum in Family Practice may apply for an appointment to the clinical faculty of the University if recommended by the Program Director of the University of Wyoming Family Practice Residency-Casper. Appointment to the clinical faculty does not necessarily establish an employee-employer relationship with the University. Appointment to the clinical faculty of the University of Wyoming will be in accordance with established University procedures, and faculty will enjoy all rights, privileges and obligations appropriate to his or her rank.

VIII. JOINT COMMITTEE FOR THE UNIVERSITY OF WYOMING FAMILY PRACTICE RESIDENCY-CASPER

The University and the Affiliate will develop, utilizing the following guidelines, a Joint Committee for the University of Wyoming Family Practice Residency-Casper.

- A. Membership: 12
1. Hospital Administration : 2

2. Non Full-time Medical Faculty Staff: 3
3. University Administration: 3
 - a. Dean of the College of Health Sciences
 - b. Program Director
 - c. Family Practice Clinic Director
4. Wyoming Medical Center Board of Directors: 1
5. Faculty Member-at-Large: 1
6. Residents: 2

B. Responsibilities

1. Shall establish, maintain and apply uniform criteria for participation by the Affiliate hospital, including:
 - a. Fiscal contribution
 - b. Provision of facilities
 - c. Provision of patients
 - d. Professional liability protection
 - e. Provision of teaching faculty
 - f. Meeting the requirements of ACGME, as specified in the General Essentials and the Special Requirements for Family Practice residency training.
2. Shall give recommendations concerning the number of residents to be trained in the residency program.
3. Shall give recommendations concerning resident stipends and fringes within the umbrella requirements of the University (i.e., maximum stipends and minimum fringes).
4. Shall participate in the biennial budget development.

5. Shall pursue funding the program through State and other sources.
6. Shall serve as a liaison between the parties of this agreement.
7. Shall review the Affiliation Agreement annually, prior to 1 July each year.
8. Shall give specific recommendations concerning the clinical and full time faculty. The clinical and full-time faculty subject to this Agreement will be members in good standing of the Affiliate's medical staff with appropriate clinical privileges consistent with their level of resident supervision. In the event any clinical or full-time faculty member has his/her medical staff membership or privileges suspended or limited as a result of disciplinary action, the Joint Committee will be notified. Upon the recommendation of that clinical or full-time faculty member's department chairman and the Joint Committee, the University agrees such clinical or full-time faculty member shall not supervise said resident activities. The Joint Committee will help ensure that the educational requirements of the residency program will be met prior to such recommendations.
9. Shall give recommendations concerning the overall quality of the education of the residency program.

IX. MISCELLANEOUS

- A. Any notice required or permitted to be sent by this Agreement

will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to whom it is to be given as follows:

TO AFFILIATE: Mr. Douglas Bird
President
Wyoming Medical Center
1233 East 2nd Street
Casper, WY 82601

TO UNIVERSITY: Philip Catalfomo, Dean
College of Health Sciences
Box 3432, University Station
Laramie, WY 82071


COPY TO: Program Director
c/o Family Practice Residency-Casper
1522 East A Street
Casper, WY 82601

Either party may change its address to which notices will be sent by notice similarly sent.

B. Each party by its signature hereto certifies that this Agreement has been signed by the authority of its governing body and within the scope of its powers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

ATTEST:

 1/29/88

WYOMING MEDICAL CENTER

BY:  1/29/88

ATTEST:

BOARD OF TRUSTEES OF THE
UNIVERSITY OF WYOMING

BY: _____



*Department of Administration and Fiscal Control
Purchasing and Property Control Division*

STATEMENT OF MALPRACTICE INSURANCE COVERAGE FOR CLINICAL FACULTY

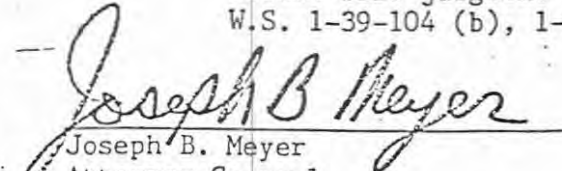
OF THE UNIVERSITY OF WYOMING

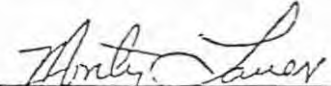
FAMILY PRACTICE RESIDENCY - CASPER

September 21, 1987

Attached are the clinical faculty members and rotational attendings of the University of Wyoming Family Practice Residency in Casper. If they are bona fide part-time employees of the University of Wyoming or are in a volunteer status and performing within the scope of their duties as teachers of family medicine and fall within the definition of a "Public Employee" as defined by W.S. 1-39-103 (a) (iii) Governmental Claims Act, the State of Wyoming will provide coverage for them as follows:

1. The State of Wyoming self insures these physicians as per W.S. 1-41-101 through 1-41-111.
2. State law limits the liability of the State of Wyoming to \$250,000.00 to any claimant for any number of claims arising out of a single transaction or occurrence, or \$500,000.00 for all claims of all claimants arising out of a single transaction or occurrence. W.S. 1-39-118 (a).
3. The State will provide a defense for any physician/employee against whom a claim or suit is filed, providing the State can determine that he was acting within the scope of his duty. The State will save harmless, and indemnify its employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties, and if a judgment is rendered, the State will assume said judgment to the limits of the liability set forth above. W.S. 1-39-104 (b), 1-39-118 (a).


Joseph B. Meyer
Attorney General
State of Wyoming


Monty Lauder, Insurance Manager
DAFC Purchasing & Property Control
Insurance Section

AGREEMENT FOR SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 1987, by and between the Board of Trustees of the University of Wyoming, a body corporate under the Constitution and laws of the state of Wyoming, located at Laramie, Wyoming, herein referred to as "University", and Wyoming Medical Center, Inc., a not-for-profit teaching hospital located at Casper, Wyoming, herein referred to as "Affiliate".

WHEREAS, the University administers a Family Practice Residency Program in Casper, Wyoming, and

WHEREAS, it is fully accredited by the ACGME, and

WHEREAS, it is essential that the physicians receive most of their training in a hospital setting, and

WHEREAS, the University and Affiliate have entered into an affiliation agreement, thereby providing a full statement of their respective covenants and agreements in connection with hospital medical education activities.

W I T N E S S E T H:

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

I. Services:

- A. The University shall provide the Affiliate with house staff services in concert with curricular requirements as well as supervision of said house staff. The University will bill the Affiliate, and the Affiliate will pay, on a monthly basis for

these services following the guidelines of the established Joint Committee.

- B. House staff services shall be defined as those educational activities mandated by the Residency Program to successfully complete certain curricular requirements leading to board certification in Family Practice. The house staff will provide continuous in-hospital coverage for appropriate admissions, and emergencies such as cardiac arrests, unattended deliveries, and multiple trauma presenting to the Emergency Room. Where appropriate, the residents will participate in continuing medical education conferences. Specific housestaff services will be developed in concert with the Joint Committee.

II. Billing:

All bills shall be due and payable by the Affiliate within 15 days of billing. In the first month of the Agreement for Service in any University fiscal year, the Affiliate will pay an estimate of that month's expenses equal to one-twelfth (1/12) of the annual estimate of expense. Billing statements shall be documented with the following cost detail:

- A. Resident physician time in the Affiliate: documented as required by Medicare.
- B. Instructional physician staff time at an hourly rate not to exceed the RCE value, and documented as required by Medicare. Detailed as follows:

1. Teaching rounds in the Affiliate.
 2. Other teaching activities associated with the hospital aspect of the training program (i.e., conferences, audits, etc.)
- C. Direct educational administration costs, including:
1. Faculty time spent in administration of medical education activities of the University and Affiliate.
 2. Program administrator and clerical time spent on activities specifically related to the administration of medical education programs.
 3. Other costs that are specific to medical education activities of the University and Affiliate.

III. General Agreement

- A. University employees, medical and clinical faculty, and residents shall not be deemed to be employees or agents of the Affiliate, and nothing herein contained shall be construed as creating a relationship other than that of an independent contractor between Affiliate and the University, its employees, medical and clinical, faculty and students. University employees, medical and clinical, faculty and students shall not be eligible for coverage under Affiliate's Workers Compensation or Unemployment Compensation insurance programs.
- B. The University of Wyoming does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law. Nothing in this Agreement is

intended to effect a change in the status of University employees, medical faculty, clinical faculty who are bona fide part-time employees, and residents as public employees for the purpose of the Wyoming Governmental Claims Act (W.S. ss1-39-101 et seq., as amended).

- C. University's medical and clinical faculty subject to this Agreement will apply to, and become and remain members in good standing of the Affiliate's medical staff with appropriate clinical privileges throughout the term of this agreement. In the event any faculty member performing hereunder has his medical staff membership or privileges suspended or revoked or otherwise not considered in good standing or has his right to practice medicine in the State of Wyoming either suspended or revoked or such license is otherwise not in good standing, University agrees such faculty member shall not provide any services hereunder.
- D. To the extent required by law and regulations governing the operation of hospitals, the Affiliate retains professional and administrative responsibility for the services provided hereunder.
- E. University performs the services and duties required hereunder as an independent contractor and not as any employee, agent, partner of or joint venturer with Affiliate.
- F. The services to be provided to Affiliate under this Agreement

shall be provided exclusively by University pursuant to the terms of this Agreement.

G. Notwithstanding anything in this paragraph, it is the intention of the parties that the services to be provided under this Agreement shall be provided primarily by the full-time faculty.

H. The parties to this Agreement shall review the terms and conditions of this Agreement for Services on an annual basis.

IV. Professional Liability Insurance

A. The University shall provide, at its own expense, current liability insurance coverage for its employees, medical and clinical faculty and residents pursuant to W.S. ss1-41-101 et seq. This coverage is more fully described in the STATEMENT OF MALPRACTICE COVERAGE FOR CLINICAL FACULTY OF THE UNIVERSITY OF WYOMING FAMILY PRACTICE RESIDENCY-CASPER, attached hereto as EXHIBIT 1.

To the extent of such coverage, the University will defend, indemnify and hold harmless the Affiliate, its officers, agents, employees and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the University, its employees, medical and clinical faculty or residents. The measure of liability of, and the procedures to be used in pursuing a claim against the University, its employees, medical

and clinical faculty or residents shall be governed by the Governmental Claims Act, W. S. 1-39-101 et seq.

The University shall be liable to the Affiliate under the provisions of this paragraph for such obligations, costs and expenses only to the extent that such act or omission is caused solely by the employee, medical and clinical faculty or resident of the University and not the Affiliate hospital or any of its officers, agents, volunteers or employees, and that such act or omission occurred during the course of the curriculum or educational program, to which the employee, medical and clinical faculty or resident was assigned.

- B. The Affiliate shall provide, at its own expense, adequate liability insurance coverage for its employees, agents, representatives and volunteers.

To the extent of such insurance coverage, the Affiliate will defend, indemnify and hold harmless the University, its trustees, officers, agents, representatives, employees, faculty and residents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, representatives or volunteers.

The Affiliate shall be liable to the University under the provision of this paragraph for such obligations, costs and

expenses only to the extent that such act or omission is caused solely by the Affiliate hospital and not the University, its medical and clinical faculty, residents or employees.

V. Access

University hereto agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, University hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services thereunder.

VI. Termination

A. This Agreement shall continue and be perpetual unless terminated by either party upon not less than ninety days written notice to the other of such party's intent to terminate this Agreement.

VII. The parties hereto agree to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, all Equal Opportunity requirements including Executive Order #11246, Section 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the

Vietnam Era Veterans Readjustment Assistance Act of 1974, any amendments thereof and any applicable regulations thereto.

Additionally, the parties agree that they will not discriminate against persons seeking employment or access to their programs, facilities, or services on the basis of race, creed, color, sex, age, national origin, handicap or veteran status.

VIII. In the event Medicare, Medicaid, any third party payor or any other federal, state or local laws, rules, regulations or interpretations at any time during the term of this Agreement prohibit, restrict or in any way substantially change the method or amount of reimbursement or payment for services under this agreement, then this agreement will, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction or limitation. If this agreement is not amended prior to the effective date or within a reasonable time of such rule, regulation or interpretation, this Agreement will terminate as of such effective date.

IX. This Agreement can be amended at any time by written mutual agreement of the parties.

X. MISCELLANEOUS

A. Any notice required or permitted to be sent by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, registered

or certified mail, return receipt requested, addressed to the party to whom it is to be given as follows:

TO AFFILIATE: Mr. Douglas Bird
President
Wyoming Medical Center
1233 East 2nd Center
Casper, WY 82601

TO UNIVERSITY: Philip Catalfomo, Dean
College of Health Sciences
Box 3432, University Station
Laramie, WY 82070

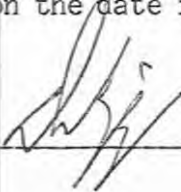
CCPY TO: Program Director
c/o Family Practice Residency-Casper
1522 East A Street
Casper, WY 82601

Either party may change its address to which notices will be sent by notice similarly sent.

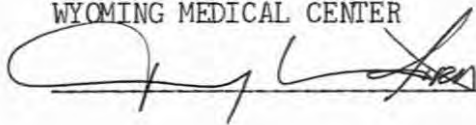
- B. Each party by its signature hereto certifies that this Agreement has been signed by the authority of its governing body and within the scope of its powers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ATTEST:

 1/24/88

WYOMING MEDICAL CENTER

 1/23/88

ATTEST:

BOARD OF TRUSTEES OF THE
UNIVERSITY OF WYOMING



EXHIBIT 1.

MIKE SULLI
GOVERNOR

*Department of Administration and Fiscal Control
Purchasing and Property Control Division*

STATEMENT OF MALPRACTICE INSURANCE COVERAGE FOR CLINICAL FACULTY

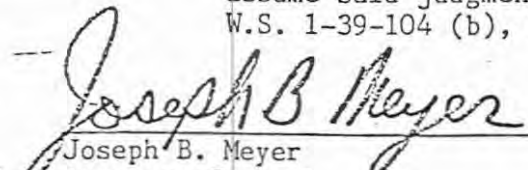
OF THE UNIVERSITY OF WYOMING

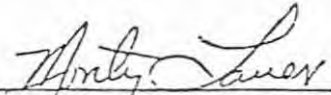
FAMILY PRACTICE RESIDENCY - CASPER

September 21, 1987

Attached are the clinical faculty members and rotational attendings of the University of Wyoming Family Practice Residency in Casper. If they are bona fide part-time employees of the University of Wyoming or are in a volunteer status and performing within the scope of their duties as teachers of family medicine and fall within the definition of a "Public Employee" as defined by W.S. 1-39-103 (a) (iii) Governmental Claims Act, the State of Wyoming will provide coverage for them as follows:

1. The State of Wyoming self insures these physicians as per W.S. 1-41-101 through 1-41-111.
2. State law limits the liability of the State of Wyoming to \$250,000.00 to any claimant for any number of claims arising out of a single transaction or occurrence, or \$500,000.00 for all claims of all claimants arising out of a single transaction or occurrence. W.S. 1-39-118 (a).
3. The State will provide a defense for any physician/employee against whom a claim or suit is filed, providing the State can determine that he was acting within the scope of his duty. The State will save harmless, and indemnify its employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties, and if a judgment is rendered, the State will assume said judgment to the limits of the liability set forth above. W.S. 1-39-104 (b), 1-39-118 (a).


Joseph B. Meyer
Attorney General
State of Wyoming


Monty Lauer, Insurance Manager
DAFC Purchasing & Property Control
Insurance Section

WYOMING MEDICAL CENTER GRANT PROPOSAL

SUMMARY

The Wyoming Medical Center, a regional not-for-profit medical facility located in Casper Wyoming is requesting an annual renewable grant from the State of Wyoming to provide the facilities, staff assistance, access to patients and limited partial funding necessary for the provision of medical education for the State of Wyoming. This medical education will include family practice residents and other University of Wyoming College of Health Science students.

INTRODUCTION

Wyoming Medical Center is a regional 282-bed, not-for-profit medical facility located in Casper, Wyoming. With a medical staff of more than 100 physicians and 800 employees, Wyoming Medical Center provides quality health care to the residents of the State. Each year, over 10,000 patients are admitted and an excess of 48,500 days of patient care are rendered. This is the largest general hospital in the State of Wyoming.

The Wyoming Medical Center has evolved into a technologically advanced regional referral center providing the State with all major medical services, many of which are not available at other hospitals in the State. As part of the services rendered by a regional medical center, the Wyoming Medical Center has been actively participating in the education and training of medical personnel for several years. The WMC provides medical technology, pharmacy and bachelor of science nursing (BSN) students from the University of Wyoming with clinical training. Casper College students in the Advanced Degree and Licensed Practical Nursing programs and the radiologic technology course also receive practical clinical experience at Wyoming Medical Center. Continuing education programs for nursing services and other personnel keep hospital employees up to date on the latest in medical care. In addition to in-house training of personnel, the education department conducts local and regional seminars designed to educate the public about health care.

Another major component of Wyoming Medical Center's medical education activities has been its involvement with the University of Wyoming's Casper Family Practice Residency Program. Since 1976, the Wyoming Medical Center has served as the Family Practice Residency Center's affiliated hospital. Each year residents and interns utilize the Wyoming Medical Center's facilities while working with the Medical Center's medical staff and employees. In fiscal year 1986-1987 residents and interns of the Family Practice Residency Program admitted to the Wyoming Medical Center 896 patients totaling 3,814 patient days.

The University of Wyoming Family Practice Residency Program (hereinafter to be referred to as WFPRP) at Casper was established through State legislation in 1975 by the joint effort of the State of Wyoming and the

Governor's Select Committee of Higher Education. Graduates of this program meet the educational requirements necessary for eligibility to sit for examination by the American Board of Family Practice.

Since its establishment the WFPRP has graduated 41 board certified family practitioners and currently has 22 residents enrolled in the three years of training. The WFPRP services a population of 16,439 active patients with yearly patient visits of 24,643. The WFPRP is nationally recognized by educators, researchers and patients for the quality of its endeavors. The Program has been fully accredited by the Joint Commission of Accreditation since its inception.

The Wyoming Family Practice Residency Program has established itself as a resource and patient referral center to the Casper community. Historically, the WFPRP has provided medical care for low income patients. In fiscal year 1986-1987 over 44% of the patients registered had no medical insurance and 20 percent of the patients had their medical expenses partially reimbursed by Medicare or Medicaid. During the past twelve months, the WFPRP provided unreimbursed medical care totaling \$324,640.98.

PROBLEM/NEED STATEMENT

The Wyoming Medical Center is committed to educating future health care providers thereby improving the health care for the citizens of Wyoming. The WMC plans to continue its role as a major teaching hospital for the many University of Wyoming College of Health Sciences students and desires to more closely affiliate with the University of Wyoming in this endeavor. The Wyoming Medical Center is requesting from the State of Wyoming an annual grant to provide the hospital facilities, staff assistance, access to patients and limited funding necessary for medical education including Family Practice Residents and other University of Wyoming College of Health Science students.

PROGRAM OBJECTIVES

The Wyoming Medical Center proposes seven objectives to be achieved by the proposed grant:

1. To establish a training and teaching program which will produce quality medical care of a comprehensive and continuous nature within the context of the patient's family and community.
2. To establish Wyoming Medical Center as a major teaching hospital for the University of Wyoming College of Health Science students.
3. To develop research and educational programs which will improve medical care in Wyoming and contribute to the growth and evolution of the discipline of family medicine.
4. To improve the funding base of the University of Wyoming Family Practice Residency-Casper, thereby assuring a quality medical education program in a major medical center.

5. To identify areas of continuing education needs of physicians within the geographic area served by the WFPRP and Wyoming Medical Center.
6. To provide educational opportunities for practicing physicians to help meet the needs of the citizens of Wyoming.
7. To establish other continuing education programs to meet identified needs.

METHODS

The Wyoming Medical Center proposes to provide hospital facilities to the WFPRP as required for the educational needs of the residency program, including American Council on Graduate Medical Education accreditation requirements. The WMC will provide full quality hospital care to patients and will maintain quality assurance activities within the hospital, including accreditation by the Joint Commission on Accreditation of Hospitals and the Wyoming Department of Health and Human Services. WMC will provide access to patients and limited partial funding to accomplish the objectives stated previously.

In addition, the Wyoming Medical Center will contract with the University of Wyoming to provide the WMC with house staff services and supervision of this house staff by qualified medical faculty. Instructional physician staff time to perform teaching rounds in the hospital and other teaching activities associated with the hospital such as conferences and audits will also be contracted by the WMC. In addition, faculty time spent in administration of medical education activities and program administration time spent on activities related to the administration of this medical education program will be contracted from the University of Wyoming by the Wyoming Medical Center.

BUDGET

In consideration for the provision of the above mentioned services and objectives, the Wyoming Medical Center is applying for a one year annual renewable grant (Figure One). During the first year a sum of \$541,238 (five months) is requested. In subsequent years, this sum will be \$1,234,022 and include in-kind contributions by the Wyoming Medical Center of \$64,949. Any additional in-kind contributions, direct educational reimbursements, other grants or gifts obtained by the Wyoming Medical Center will be utilized to offset this grant request. It is requested that yearly grant sums be prorated on a monthly basis to be paid on the first of each month as set forth in Section II "Billing" of the Agreement For Service. It is understood that this grant is from the State of Wyoming and will be administered by the University of Wyoming. Grant funding is contingent upon State funding support and subject to annual review and renewal provisions as set forth in the Agreement For Service. Similarly, the 90 day termination clause as set forth in the Agreement for Service (Section VI-A) will be in force.

EVALUATION

The WMC and the WFPRP will develop a Joint Committee for the University of Wyoming Family Practice Residency-Casper. This committee will consist of representatives from WMC administration, WMC Medical Staff, University Administration and the WMC Board of Directors. The responsibilities of this committee will be to establish, maintain and apply criteria for WMC participation in educational activities including:

1. Fiscal Contribution
2. Provision of Facilities
3. Provision of patients
4. Professional liability protection
5. Provision of teaching faculty
6. Meeting the requirements of ACGME, as specified in the General Essentials and the Special Requirements for Family Practice Residency Training.

In addition, the Committee will be responsible for reviewing the fiscal integrity of the proposed grant activities. This review will include federal funding sources, grants, gifts, and patient revenue to ensure that State Grant funds are expended consistent with the intent of the Grant as described above. A written report including obtainment of program objectives, operational problems and their resolution and a fiscal summary will be submitted by the Joint Committee to the University and State every six months. The University of Wyoming will review this grant on a yearly basis.

 1/23/88
 1/23/88

FIGURE ONE

PROPOSED FOUR YEAR BUDGET

(Assuming Continuing Legislative Approval)

<u>Time Period</u>	<u>State Grant for Graduate Medical Education to WMC</u>
2/1/88-6/30/88	\$ 541,238
7/1/88-6/30/89	\$ 1,234,022 *
7/1/89-6/30/90	\$ 1,234,022 **
7/1/90-6/30/91	\$ 1,234,022 **

* This sum is reduced by a Wyoming Medical Center in-kind contribution of \$64,949.

** This sum will be reduced by additional in-kind contributions, direct educational reimbursements, other grants or gifts obtained by the Wyoming Medical Center.

The four year budget is provided for illustrative purposes only and is not intended to reflect a four year financial commitment on the part of the University. There will be an annual review and renewal of the grant.

Task Force on Common Course Numbering

WHEREAS, the University of Wyoming Board of Trustees and the Wyoming Community College Commission as well as the Task Force on Common Course numbering believe that sustained cooperation and coordinated activity does have significant benefits for our current and future students; and

WHEREAS, one of the real strengths of Wyoming higher education is the unique character and diverse offerings at each of the institutions which must be preserved and encouraged when it benefits students; and

WHEREAS, the individuals best prepared to guide and shape potential cooperative efforts and still preserve this uniqueness and diversity are those faculty and administrators who work with students on a daily basis; and

WHEREAS, the transfer of courses from the community colleges to the University of Wyoming has been good, there is a perception that such transfer is often a problem; and,

WHEREAS, two cooperative efforts which would immediately benefit our students are the designation of common course numbers and common levels for parallel courses; and

WHEREAS, the University of Wyoming system of numbering courses is inconsistent with most other institutions of higher education and causes confusion; and

WHEREAS, the Wyoming Higher Education Transfer Guide is valuable, but may not be used effectively by students, faculty and administrators; and,

WHEREAS, common course numbers and titles will have the added benefit of encouraging departments in Wyoming's higher education institutions to work together toward commonality of course objectives and/or content;

THEREFORE, be it resolved that all institutions of higher education in the State of Wyoming adopt the following course level number designation:

- 0-99 = Remedial/Developmental Courses
- 100-199 = 1st Year Courses
- 200-299 = 2nd Year Courses
- 300-399 = 3rd Year Courses
- 400-599 = 4th Year & Graduate Courses
- 600-799 = Graduate Level Courses

THEREFORE, be it resolved that a group be designated to work with departments and faculty at the various higher education institutions to establish common numbers and titles for parallel courses currently listed in the Wyoming Higher Education Transfer Guide.

Francine Berkey *Wm. Ronald Lynn Fletcher*
Nichelle Haney *Rosalie J Kramer*
Carol G. Olson *Margaret F. Her*
Bernard J. Finerfugan *Dr. Flores J. Lance*