

THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES' REPORT

November 13-15, 2008

The Final Report can be found on the University of Wyoming Board of Trustees website at www.uwyo.edu/trustees/meetings

University of Wyoming Mission Statement (April 2002)

The University of Wyoming aspires to be one of the nation's finest public land-grant research universities, dedicated to serving as a statewide resource for accessible and affordable higher education of the highest quality, rigorous scholarship, technology transfer, economic and community development, and responsible stewardship of our cultural, historical, and natural resources.

In the exercise of our primary mission to teach and educate students, we seek to provide academic and co-curricular opportunities that will:

- Expose students to the frontiers of scholarship and creative activity, and the complexities of an interdependent world;
- Ensure individual interactions among students, faculty, and staff;
- Nurture an environment that values and manifests diversity, free expression, academic freedom, personal integrity, and mutual respect; and
- Promote opportunities for personal growth, physical health, athletic competition, and leadership development for all members of the University community.

As Wyoming's only university, we are committed to outreach and service that extend our human talent and technological capacity to serve the people in our communities, our state, the nation, and the world.

The primary vehicles for identifying the specific actions and resource allocations needed to achieve this complex mission are the University's *Academic Plan*, *Support Services Plan*, and *Capital Facilities Plan*, each revised periodically.

TRUSTEES OF THE UNIVERSITY OF WYOMING AGENDA
November 13-15, 2008

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July 16-17, 2008
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AGENDA ITEM TITLE:

Annual Audited Financial Reports, Lowe, Jim Hearne- McGee, Hearne & Paiz, LLP

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

Jim Hearne, partner in the firm McGee, Hearne & Paiz, will lead a discussion about the University's annual audited financial statements and reports.

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Accountability is the paramount objective of institutional financial reporting. It is the University's duty to be accountable to the public and to provide information that responds to the needs of three groups of primary users of general-purpose financial reports:

- the citizenry
- the governing board, the legislature and oversight bodies
- and investors and creditors.

Meaningful financial reports and accompanying notes provide information useful for assessing financial condition and results of operations, assisting in determining compliance with finance-related laws, rules, and regulations, and assisting in evaluating efficiency and effectiveness of operations. Preparation of these statements and reports are the responsibility of University management; however, it is the audit function that provides an external examination of these financial statements and reports.

The University of Wyoming prepares five separate financial reports that are audited by an independent public accounting firm. McGee, Hearne and Paiz, LLP of Cheyenne, Wyoming, was awarded a four-year engagement to conduct the annual audit for fiscal years 2006 through 2009, subject to evaluation of the audit firm's performance.

The five annual reports, their purpose, and deadlines for submission to regulatory agencies are:

- **Financial Report-** consists of three components in accordance with required reporting standards: 1) management's discussion and analysis, 2) institution-wide financial statements, and 3) notes to the basic financial statements. Required supplementary information is included in addition to the basic financial statements. The auditors express an opinion that these financial statements present fairly, in all material respects, the financial position of the University of Wyoming as of the fiscal year end, and the changes in its net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The University of Wyoming is a component unit of the State of Wyoming. As such, the University's **Financial Report** is part of the Comprehensive Annual Financial Report prepared by the State Auditor's Office in accordance with W.S. 9-1-403 (a)(v). It must be submitted to the state by December 31.

- **Compliance Report** – as part of obtaining reasonable assurance about whether the University's financial statements are free of material misstatement, the auditors perform tests of our compliance with certain provisions of laws, regulations, contracts and grants, noncompliance of which could have a direct and material effect on the determination of financial statement amounts. The auditors do not express an opinion on compliance with those provisions, instead they report that the results of their tests disclosed no instances of noncompliance that are required to be reported under government auditing standards.

Non-federal entities that expend \$500,000 or more a year in federal awards are required by the United States Office of Management and Budget (OMB) to have a "single audit." The **Financial Report** and the **Compliance Report** together comprise a "single audit." This reporting package is submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period. OMB Circular A-133 sets forth the standards for obtaining consistency and uniformity among federal agencies for the audit of states, local governments, and non-profit organizations expending federal awards. The Compliance Report is often referred to as the A-133 audit.

- **The Bond Funds Financial Report** – this financial report is a subset of the institution-wide financial statements and is prepared for the purpose of complying with the requirements of the University's bond ordinances. These statements include operations from the University Bookstore, the Student Union, Dining Services, Housing facilities, interest income on excess funds, government royalties, permanent land income, utility and telecommunications income. They also include the following plant funds: Project Acquisition Fund (unexpended funds), Capital Fund (renewals and replacement fund) and Retirement of Indebtedness Funds (reserve fund created by bond resolutions). The auditors express an opinion that these financial statements present fairly, in all material respects, the financial position of the bond funds as of the fiscal year end, and the changes in its net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. They also provide "negative assurance" with respect to Debt Compliance; they state that nothing came to their attention that caused them to believe that the University failed to comply with the terms, covenants, provisions, or conditions, as listed in Article VIII, of each of the bond resolutions and the Financial Guaranty Agreement related to each of the Surety Bonds insofar as they relate to accounting matters.

The **Bond Funds Financial Report** is submitted to Wells Fargo Corporate Trust Services, that in turn provides the financial information to four repositories: FT Interactive Data, Standard & Poor's Security Evaluations, Inc., Bloomberg Municipal Repository and DPC Data Inc. The audited report must be submitted within 170 days of the fiscal year end.

- **Wyoming Public Media Financial Report** – these financial statements present only the operations of Wyoming Public Media (WPM). The auditors express an opinion on the fair presentation of WPM's financial position and results of operations.

WPM's financial information is submitted in November to the Corporation for Public Broadcasting.

- **Intercollegiate Athletics Report** – this report constitutes an “agreed-upon procedures” engagement; its scope is less than that of an audit. The procedures include, but are not limited to, identifying all individual contributions that constitute more than 10% of total contributions, examination of cash receipts and disbursements, identification of unique internal control aspects and various inquiries related to compliance issues. The National Collegiate Athletic Association (NCAA) in their 2006 Financial Audit Guidelines suggest these procedures and the auditors make no representation regarding the sufficiency of the procedures. This engagement is solely to assist the University in complying with NCAA Constitution 6.2.3.1.

Prior Related Board Discussions/Actions:

Annually – The Board accepts and approves Audited Financial Reports of the University of Wyoming.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board of Trustees is responsible for assuring that the University's organizational culture, capabilities, systems, and processes are appropriate to protect the financial health and the reputation of the University in audit-related areas. The presentation of annual audited financial reports is intended to inform the Board about significant matters related to the results of the annual audit so that they can appropriately discharge their oversight responsibility.

ARGUMENTS IN SUPPORT:

Annual financial reports serve various functions and have numerous audiences. They not only serve to inform the campus community of the institution's financial condition and results of operations, they are required by various governmental, regulatory, and rating agencies; holders of the institution's bonds; and accrediting agencies. The Board of Trustees is held to a high standard of full financial disclosure, transparency and accountability: public acceptance and approval of the financial reports completes the audit cycle, helps tell the University of Wyoming's financial story and assists the Board in exercising their fiduciary responsibilities.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

It is recommended that the Board of Trustees of the University of Wyoming accept and approve the University Financial, Compliance, Bond Funds, Wyoming Public Media, and Intercollegiate Athletics Reports for the fiscal year ended June 30, 2008.

PRESIDENT'S RECOMMENDATION:

The President recommends approval of the audited financial reports.

AGENDA ITEM TITLE: FY09 Budget Increase Authorization, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

PART I – Section I Budget Authority Increases

**2009-2010 Biennium, Section I (Agency 067) Budget Authority Increase
Course Fees, Computer Fees, and Summer School Activities**

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The President is requesting a FY 2009 budget authority increase to accommodate the carryover of earmarked UW Income Fund revenue that is generated by course fees, computer fees and summer school activities. The additional budget authorization results from the carryover of summer session budget authority and a reconciliation of revenue and expenditures at the close of each biennium for earmarked revenue accounts within the Section I Operating Budget. With the Trustees' approval, unexpended funds from the prior biennium are then added to the UW Income Fund budget authorization for the ensuing biennium.

The following table is a summary of the temporary authority increases for FY 2009 that are based on revenue collected and expenditures from the 2007-2008 biennium:

<u>Revenue Source</u>	<u>Budget Increase</u>
Course Fees	\$ 216,880
Computer Fees	421,923
<u>Summer School</u>	<u>1,519,637</u>
Total	\$ 2,158,440

Prior Related Board Discussions/Actions:

The Board adjusts the Section I budget authority on a biennial basis to recognize course fee and computer fee revenue that are generated in excess of standard budget projections. The summer school revenue is recognized on an annual basis

WHY THIS ITEM IS BEFORE THE BOARD:

The Board approves the operating budget for the University.

ARGUMENTS IN SUPPORT:

This is a routinely accepted budget practice that allows units to spend revenue generated by course fees, computer fees and summer school activities.

ARGUMENTS AGAINST:

None

PART II – Section II Budget Authority Increase

2009-2010 Biennium, Section II (Agency 067) Budget Authority Increase ASUW – UW-Shanghai student government leaders exchange project

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The President is requesting a one-time FY 2009 budget authority increase for ASUW, pursuant to ASUW Senate Bill #2215 that was passed on September 16, 2008. The ASUW Senate voted unanimously to take an amount not to exceed \$7,500 from interest generated on the ASUW Special Projects Endowment, to support various expenses related to the 2008 ASUW International Student Government Cultural Exchange. The Exchange is a cooperative effort between the University of Wyoming, Shanghai University and Shanghai Normal University, to encourage interaction and learning between student leaders during the 2008-2009 school year.

This request increases the 2009-2010 Biennium – Section II Operating budget for the ASUW program and University Funds by \$7,500.

Prior Related Board Discussions/Actions:

The Board authorizes and adjusts Section II budget authority changes as requested.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board approves the operating budget for the University.

ARGUMENTS IN SUPPORT:

This is a temporary budget authority increase to fund a Senate-approved activity of ASUW that encourages and promotes cultural diversity and understanding on the University of Wyoming campus and in the lives of UW students.

This project, with a total budget of \$36,930 and \$3,000 of in-kind support, is a cooperative effort between the ASUW Student Government and the University of Wyoming President, Vice President for Student Affairs, International Programs, College of Arts and Sciences, and Residence Life and Dining.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

Approval of fiscal year and biennium operating budgets by the Trustees is required.

PRESIDENT'S RECOMMENDATION:

It is recommended that the Trustees of the University of Wyoming approve the following: **PART I:** The budget increase for the 2009-2010 Biennium Section I Operating Budget, UW Income Fund, in the amount of \$2,158,440. **Part II:** A one-time budget increase for the 2009-2010 Biennium Section II Operating Budget, FY 2009 ASUW budget, University Funds, in the amount of \$7,500.

AGENDA ITEM TITLE: FY09 Block Grant Expenditures, Harris/Miller

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

A. CLEAN COAL PROJECT

BACKGROUND AND POLICY CONTEXT OF ISSUE:

In 2007, legislation was enacted to establish the state's Clean Coal Task Force (CCTF). The CCTF consists of the members of UW's Energy Resources Council who sit as the Task Force. This ensures that clean coal research efforts are coordinated with other School of Energy Resources research initiatives. The CCTF is staffed by the Governor's office and UW's School of Energy Resources.

In 2007, there was an appropriation of state general funds, separate and apart from UW's budget, for clean coal research to be administered by the CCTF. The statutes require that proposals for clean coal research match the state funds on a 50/50 basis.

In 2008, the state budget bill authorized \$3.8 million in Abandoned Mine Lands funds for clean coal research. The CCTF approved applications for research in September 2008. In accordance with law, those approvals were submitted to the Legislature's Joint Minerals, Business, and Economic Development Interim Committee at its September 2008 meeting. The Committee unanimously endorsed the approval of the applications.

Of the approved awards, approximately \$1.4 million in funding committed by the successful applicants are federal funds. These federal funds require non-federal matching funds; thus, the AML funds authorized to CCTF cannot be used to match those funds.

The Legislature can of course address this issue by substituting state general funds for AML funds. But, legislative action will not occur until the legislative session adjourns in March 2009; that delays the ability of successful applicants to begin their research for about 6 months.

With the support of the Governor and key legislators, UW proposes to expend \$1.4 million from its block grant to match these clean coal research applicants. The funds so expended will be restored to UW during the 2009 legislative session. A description of the specific clean coal projects being funded is attached and was previously distributed to members of the Board.

Prior Related Board Discussions/Actions:

None

WHY THIS ITEM IS BEFORE THE BOARD:

Since the funds will be restored prior to the end of the fiscal year, no formal modification to UW's currently approved operating budget needs to be made. However, given the unusual nature of this arrangement, Board approval is being requested.

ARGUMENTS IN SUPPORT:

- The state's clean coal research program needs to move forward without unnecessary delay.
- UW's School of Energy Resources and the UW Energy Resources Council are coordinating energy research efforts, and the research to be undertaken is important to the overall research strategy.

ARGUMENTS AGAINST:

- There exists the possibility that the replacement funds would not be approved, but such possibility is viewed as extremely remote.

ACTION REQUIRED AT THIS BOARD MEETING:

Approve the expenditure of funds as described.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

CLEAN COAL TASK FORCE
RESEARCH PROJECTS
2008

- “Development of a New Solid Sorbent for CO₂ Separation,” submitted by University of Wyoming Principal Investigator Maohong Fan. This project deals with the reduction of energy consumption by using solid sorbents. The total cost of the project is \$503,661, and they will receive \$253,394 in matching funds from EnviroTech.
- “Geologic Sequestration of CO₂ in the Rock Springs Uplift (Southwest Wyoming): Experimentation and Modeling of CO₂/Brine Relative Permeability,” submitted by University of Wyoming Department of Chemical and Petroleum Engineering and Penn State Principal Investigator Mohammad Piri and Zuleima Karpyn. This project deals with the reduction of uncertainties of CO₂ storage capacity and improves transport mechanisms of CO₂/brine systems. The total cost of this project is \$1,000,000, and they will receive \$500,000 from University of Wyoming Research and Development and Penn State.
- “A Novel Integrated Oxy-Combustion Flue Gas Purification Technology-A Near Zero Emissions Pathway,” submitted by Western Research Institute, Principal Investigator Alan Bland. This project deals with the removal of SO₂, NO_x, and mercury from PRB coals, by a flue gas treatment. The total cost of the project is \$2,909,104, and they will receive \$1,352,552 from DOE, \$100,000 from Southern Company, and \$2,000 from coal companies.
- “Feasibility of Hydrothermal Dewatering for the Potential to Reduce CO₂ Emissions and Upgrade Low Rank Coals,” submitted by The Energy & Environmental Research Center, (EERC) Principal Investigator Brandon Pavlish. This project proposes the feasibility of hot water drying for the reduction of CO₂ and fuel upgrading of Wyoming coals. The total cost of the project is \$140,000, and they will receive \$70,000 in matching funds from DOE.
- Coal Electrolysis for the Production of Hydrogen and Liquid Fuels,” submitted by Ohio University, Principal Investigator Gerardine Botte. This project deals with using electrolysis on Wyoming coals to produce hydrogen fuels. The total cost of the project is \$794,633, and they will receive \$397,332 in matching funds from Ohio University.

B. NCAR PROJECT

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Based upon discussions between UCAR and NSF and also between UW and UCAR/NCAR, it is essential to the progress of the NCAR Supercomputing Center project (Center) that A&E work move forward in the fall 2008. With final cost estimates in place, NSF approval and Center construction can proceed in 2009. NSF has committed \$1.1 million to UCAR for project management but a source of funding is needed for the estimated \$3.5 million A&E effort.

The state's NCAR legislation, adopted in 2007, appropriates \$20 million to the Wyoming Business Council for the Center, but prohibits expenditure of those funds until final NSF approval and final project agreements are in place. Waiting for legislative action in March 2009 to release funds to begin the A&E effort will delay the project for at least 6 months.

It is proposed that UW's Board of Trustees authorize UW to enter into an agreement with NCAR under which NCAR will engage in a competitive process to hire A&E services. NCAR has already issued a Request for Information (RFI) to assess the availability and interest of qualified firms to perform the work.

UW will own the work product that NCAR develops but will commit that such will be used for the project when final approvals occur. UW will use \$3.5M from its current state appropriation to fund this A&E work. Funds expended for A&E work will reduce the state's required commitment of \$20 million as it exists in current legislation.

UW's budget would be restored by transferring funds back to UW from the 2007 NCAR appropriation of \$20 million, but only to the extent that UW actually expends funds for A&E purposes with NCAR for the project.

Prior Related Board Discussions/Actions:

The Board has been briefed on several occasions regarding the NCAR Supercomputing Center project.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board approves all agreements for A&E services. Since the funds will be restored prior to the end of the fiscal year, no formal modification to UW's currently approved operating budget needs to be made. However, given the unusual nature of this arrangement, Board approval is being requested.

ARGUMENTS IN SUPPORT:

It is critical that the NCAR Supercomputing project proceed as quickly as possible.

ARGUMENTS AGAINST:

There exists the possibility that the replacement funds would not be approved, but such possibility is viewed as extremely remote.

ACTION REQUIRED AT THIS BOARD MEETING:

Approve the selection of NCAR to perform A&E services and authorize the usage of funds as indicated.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Construction Issues, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

A. CMAR for War Memorial Stadium Project

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The War Memorial Stadium – East Suites and Renovations (WAR) are projects within the Athletics Strategic Plan which incorporated into the Capital Facilities Plan. The project is funded with private donations matched with state appropriations and an allocation of deferred maintenance funds for structural repairs and ADA improvements to the upper and lower stadium sections.

The projected budget for the construction of the suites and renovations is approximately \$21 million. The project includes the following:

Club/Suite Addition

- Entry Lobby
- 10 Suites; each seating 12 fixed & 4 bar stool seats
- President and Athletic Director Suites; each approx. 30 seats
- Interior Club Lounge w/ Club Seating of approx. 260 seats
- Restroom and Concession spaces supporting both Suite and Club Seating
- Vertical circulation (stairs and elevators) required to transport and egress spectators/ staff to both the Premium Level and Upper Concourse
- Mezzanine Mechanical space

Main Concourse Improvements

- New code compliant toilet facilities with ADA accessible units and family toilet facilities.
- New concession facilities providing approximately 20 Points of Sale
- Misc. support including Janitors Closets and Storage

Improvements to both the Upper and Lower East Stand

- Remediation of all known structural deficiencies;
- Improvements for Code compliance; and
- Improvements for ADA compliance to the fullest extent structurally possible.

Nine responses from the CMAR's were received to the request-for-qualifications (RFQ) for the WAR. The project was advertised on the Facilities Planning web site and in Wyoming newspapers, July 22 through August 5, 2008. The WAR planning team received the RFQ's on

August 12, 2008. With the assistance of the Facilities Planning Office and in consultation with the design team (Malone Belton Abel, HOK Sport, Structural Solutions/Martin & Martin) the list of proposers was reduced to five firms that were invited to submit a request for proposal. Four firms responded to the request-for-proposals on October 2, 2008. Two finalist firms agreed to joint venture and submitted one proposal (Haselden Wyoming Constructors, LLC and Reiman Corp). The other firms submitting proposals were Sampson Construction from Cheyenne, Wyoming and M. A. Mortensen Construction Company of Denver, Colorado. Each firm had to provide their proposed fee for the preconstruction services, a construction services fixed fee and a proposed construction completion time. Each firm was provided the schematic design documents for the Club/Suite Expansion and Concourse Improvements, along with a 2002 Structural Report for the project and the anticipated construction budget for the project. The proposal summaries were then opened and read publicly.

Each of the firms was interviewed on October 18, 2008. At the interviews, each CMAR was asked to respond to a common set of questions that had been developed by the planning team and design team to obtain a greater understanding of the firm's qualifications and proposals. Each CMAR was required to bring their proposed home office and site management personnel for the project to the interview for evaluation of qualifications and synergies between all team members; UW, Architect, and CMAR.

Prior Related Board Discussions/Actions:

- The Athletic Strategic Plan was approved by the Board in September, 2003.
- The design team of Malone Belton Abel, in conjunction with HOK Sport, was approved by the Board in October, 2003.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board must approve CMAR agreements for construction of facilities.

ARGUMENTS IN SUPPORT:

- The War Memorial Stadium project is consistent with the facility plan for War Memorial Stadium, as approved in the Athletic Strategic Plan.

ARGUMENTS AGAINST:

N/A

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval of the President's recommendation is required.

PRESIDENT'S RECOMMENDATION:

It is recommended that Sampson Construction of Cheyenne, WY and Lincoln, NE be awarded the CMAR contract for the War Memorial Stadium – East Suites and Renovations. The priority ranking for the firms submitting proposals is shown below. The submittal by Sampson Construction indicated greater experience with this type of project, and the personnel to be assigned were more experienced. In addition, the proposal was more fully developed and indicated a better construction process and time line than the other submissions.

1. Sampson Construction, Cheyenne, WY, with a basic proposal of \$45,120 for preconstruction services, \$1,485,120 for the construction services and 584 calendar days for construction completion.
2. Haselden Wyoming Construction LLC, Casper, WY, and Reiman Corp, Cheyenne, WY, joint venture, with a basic proposal of \$0 for preconstruction services, \$1,290,695 for the construction services and 639 calendar days for construction completion.
3. M. A. Mortensen Construction Company, Denver, CO, with a basic proposal of \$68,733 for preconstruction services, \$2,433,562 for the construction services and 456 calendar days for construction completion.

If negotiations are not successful with the first ranked firm, then negotiations will be terminated with the first ranked firm and opened with the second ranked firm.

B. Site Location for Fine Arts Facility

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The Level I planning report for a new visual arts facility was completed in September, 2008. The Level I planning report included an analysis of potential site locations and a recommendation that the new visual arts facility be located on a parcel of University land immediately east of the Centennial Complex. The other proposed site location was immediately west of the Centennial Complex. In order to initiate the Level II planning effort, it is necessary to have the Board approve the site for this new facility. The selection of an architectural firm and further design/development work (including schematic design and cost estimates) will be based upon a specific site.

The planning team considered many aspects of the two sites such as: solar exposure and capacity to orient the new structure and access to the facility, including ADA accessibility. The two sites had common issues such as redesigning the surface drainage and detention areas, general access to the sites, and availability of utility services. The primary advantage of locating the visual arts facility to the east of the Centennial Complex was the potential for future expansion and connection to the Art Museum.

The next step in the development of the visual arts complex is to obtain the architectural services for the Level II study. The State Building Commission has approved the request for the completion of the design and documentation of the project or partial Level III so the project can proceed from Level II to Level III next year. A request for the construction funding for the project will be submitted to the 2010 legislature.

Prior Related Board Discussions/Actions:

- This project was approved as part of the Capital Facilities Plan.
- The Board approved, and the legislature appropriated funds for the Project during the 2008 legislative session.
- A supplemental budget request for the 2009 legislative session was approved by the Board and submitted to the Governor to secure \$2.7 million in Level III funding.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board must approve the site selection for all new facilities.

ARGUMENTS IN SUPPORT:

- The recommended site addresses program requirements.
- Further design of the facility cannot proceed without a specific site recommendation.
- Planning for this facility needs to proceed quickly in order to have a cost figure developed prior to the 2010 legislative session.

ARGUMENTS AGAINST:

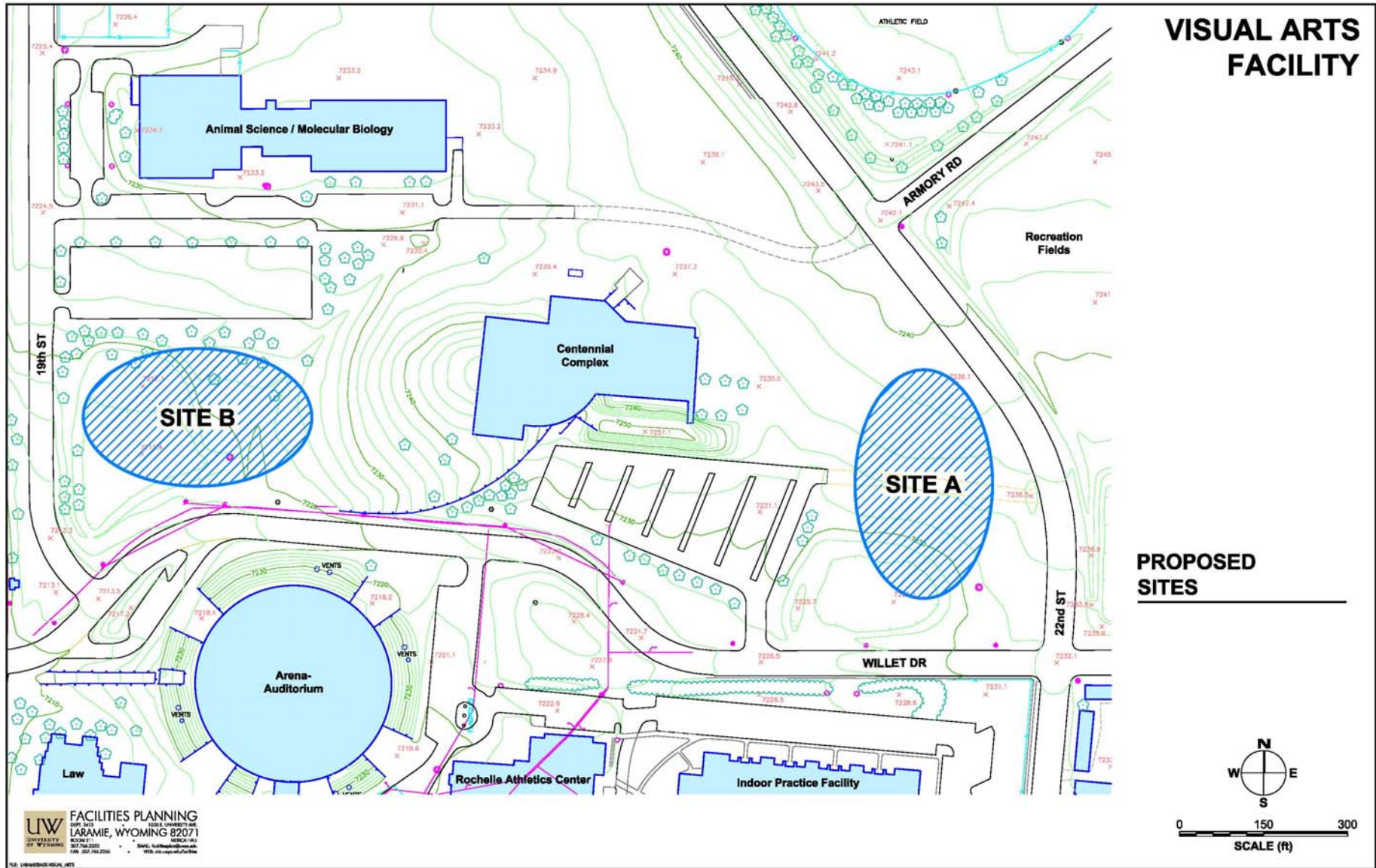
- N/A

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval of the President's recommendation is required.

PRESIDENT'S RECOMMENDATION:

It is recommended that the site for a new visual arts facility be immediately east of the Centennial Complex. The attached graphic shows the general location of the proposed facility.



AGENDA ITEM TITLE:

Affiliation Agreement Between Community Health Center of Central Wyoming and University of Wyoming, Allen

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

UW has an affiliation agreement with the Community Health Center of Central Wyoming (CHCCW) that defines how the two organizations will cooperate to deliver family medical care in the Casper region and train residents in family medicine. Both organizations have recognized the need for modifications to that agreement. Discussions between representatives from CHCCW, its governing board, and representatives from UW have yielded a proposed new affiliation agreement, the text of which appears below.

The main changes over the existing agreement are as follows: The proposed agreement

1. Provides for UW's director of medical education to serve ex officio on CHCCW's governing board and to have access to fiscal information about CHCCW's operations;
2. Establishes a fiscal analysis panel, comprising representatives from both organizations, to provide for (a) responsible and accountable management of fiscal resources and (b) regular review and possible recommendations for refinement of the fiscal model used in the business relationship between the two organizations;
3. Establishes a clinical care and education assessment panel, comprising representatives from both organizations, to ensure continuous monitoring and improvement of the quality of patient care and resident training;
4. Includes a well defined process for the resolution of disputes, should they arise.

Counsel for both parties have reviewed the proposed agreement.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board has ultimate authority over the acceptability of the proposed agreement.

ARGUMENTS IN SUPPORT:

The proposed agreement represents a new, higher level of cooperation and information sharing between CHCCW and UW. The proposed agreement also contains new mechanisms — especially those related to fiscal analysis, clinical care, and resident training — designed to help ensure that the affiliation remains successful in carrying out its mission.

ARGUMENTS AGAINST:

None.

ACTION REQUIRED AT THIS BOARD MEETING:

No action is required, however, the Board may move to authorize the administration to execute the proposed agreement, provided it is acceptable to the Health Resources and Services Administration (HRSA).

PRESIDENT'S RECOMMENDATION:

The President recommends that the Board authorize execution of the agreement, subject to HRSA approval.

AFFILIATION AGREEMENT
Between the
UNIVERSITY OF WYOMING
And
COMMUNITY HEALTH CENTER OF CENTRAL WYOMING

THIS AFFILIATION AGREEMENT (the "Agreement") is made and entered into by and between the University of Wyoming, ("University") and the Community Health Center of Central Wyoming, Wyoming Non-Profit Corporation ("Center") this ___ day of _____, to set forth the Parties' objectives, understandings, and agreements with respect to University's operation of a family medicine residency training program at Center.

WHEREAS the State of Wyoming, acting by and through the University of Wyoming, sponsors and operates a post-graduate medical education residency program for family medicine in Casper, Wyoming ("the Program"), employing the University of Wyoming faculty ("Faculty"), including Faculty Physicians as defined below, and University of Wyoming residents ("Residents") who train at the Center (with the Center facility at 1522 East A Street) serving as the "Family Medicine Center" as defined under applicable Accreditation Council for Graduate Medical Education ("ACGME") program requirements, a practice the Parties wish to continue; and

WHEREAS, Center is a federally qualified health center ("FQHC") that receives federal grant funds pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. §254b administered by the Bureau of Primary Health Care ("BPHC") within the United States Department of Health and Human Services ("DHHS"), and provides comprehensive primary care, preventive care and related services (including essential ancillary and enabling services) to residents of Natrona County regardless of the individual's or family's ability to pay; and

WHEREAS, the University owns the Family Practice Center facility located at 1522 East "A" Street, Casper, Wyoming and leases a portion of such facility to the Center while utilizing the remaining portion for the purposes of conducting the Program, and

WHEREAS, University employs certain primary care physicians who serve as faculty for the Program (the "Faculty Physicians") and who are appropriately qualified and credentialed to provide primary medical services to Center patients within their training mission for the University and in support of Center's delivery of primary and preventive medical care at Center; and

WHEREAS the Center recognizes the benefits which graduate medical education can contribute to the patient population and believes that its continued collaboration with the Program through the continued utilization of Center as the Program Family Medicine Center training site is beneficial and enhances the overall quality of care and clinical experience at Center while providing an integrated clinical and educational experience to the Residents which assists in the retention and recruitment of physicians to Casper; and

WHEREAS, the Center and the University have maintained an affiliation for many years for their mutual benefit and, by reason of changing circumstances, wish to modify the Affiliation Agreement herein to reflect those changing circumstances and to clarify the responsibilities of each party; and

WHEREAS, the University and the Center have agreed to the terms and conditions for extending the affiliation relating to leased space, operation of the educational programs to medical personnel at the Center, and to otherwise assist and mutually co-operate in the operation of the Center and conduct of the Program.

NOW, THEREFORE, the University and Center agree as follows:

I. RESIDENCY PROGRAM.

1.1 University shall maintain primary responsibility and ultimate authority and control over the Program and related administrative and operational responsibilities, including curriculum planning and implementation (including the absolute right to determine academic standards and scholastic performance), Program evaluation, Resident recruitment, scheduling of the residents and faculty, and evaluation (to assure appropriate faculty/resident ratios), and any other responsibilities required by law, or applicable accrediting bodies. For the purposes of this Agreement and/or if Graduate Medical Education ("GME") funding is sought (in accordance with Section 1.6), educational activities include activities such as: classroom teaching, retreats, orientation programs, undergraduate training, faculty/program meetings, curriculum development, resident/program evaluation, research, publication activities, resident recruitment and selection, and general teaching program administration. Clinical service delivery, including broader decisions regarding the scope, location and scheduling of services, and at the individual level: (i) diagnosis/treatment-related activities (*i.e.*, history, examination and medical decision-making) by employed and/or contracted Center staff (including the Faculty Physicians and Residents); (ii) other direct patient involvement/interaction for which the generation of a bill for the services provided is typically produced; and (iii) Center's quality assurance activities related to such clinical service delivery, shall remain under the Center's authority.

1.2 The Faculty Physicians shall act as faculty preceptors for the Residents' provision of direct patient care at the Center. In addition, Center-employed physicians possessing appropriate University qualifications may also serve as faculty preceptors upon University's approval and appointment of such physicians as adjunct faculty, as appropriate.

1.3 The University's Program Director shall be responsible for the general operation of the Program, including authority over the Program's educational activities that occur at Center, and for coordinating the educational and training activities at the Center and serving as the University's liaison for matters related to the Program. Center's Medical Director will serve as the Center's liaison for matters related to the Program.

1.4 Health care policies and protocols approved by Center's Board of Directors and Chief Executive Officer (CEO) shall guide all Center patients' treatment, care, and health

guidance, including by the Residents and Physician faculty, at the Center. Recommendations from the Clinical Care and Educational Assessment Panel, established in Section 5.5, shall assist the Board and the Program in (a) confirming the relevancy of existing Center policies, (b) proposing changes to existing Center policies or protocols to conform to new standards of practice, or (c) proposing new Center policies or protocols. The Parties agree that Center's Medical Director at all times shall have final authority over patient care provided at Center. Center, through its Executive Director and/or his/her designee, shall exercise final authority over interpreting Center's health care and standards of conduct policies and procedures, quality assurance standards, and grievance and complaint resolution procedures and their applicability to Residents and Faculty Physicians when they provide services at, or on behalf of, Center.

1.5 University shall be responsible for all salaries, benefits, applicable federal, state and local employment taxes, and all similar payments and charges required by University's applicable employment practices and policies, contractual and statutory obligations and conditions of employment associated with its employment of the Residents, Faculty Physicians and, in accordance with Section 2, a portion of the other direct and indirect costs incurred by Center by virtue of conducting the Program at the Center. University shall also ensure that all Residents and Faculty Physicians assigned to the Center are covered by University's professional liability insurance or self-insurance for any claims and/or professional liability that results from services provided by the Residents and Faculty Physicians under this Agreement. The Residents and Faculty Physicians shall not be entitled to any insurance (including Worker's Compensation or Federal Tort Claims Act coverage) or benefits, workers' compensation, or any other rights that the Center provides to its employees.

1.6 The Parties acknowledge that neither University nor Center shall seek, bill or receive GME reimbursement (indirect or direct) from Medicare (or other federal sources) for the time spent by the Residents at Center. If either party, or any other entity of whom the parties have knowledge, is currently seeking, or desires to seek, such federal GME reimbursement for the time spent by the Residents at Center, then the parties shall notify each other immediately and shall take all appropriate action to ensure that such federal GME recipient retains sole and direct financial responsibility for all direct and indirect costs of the Program at Center, including, without limitation, the Residents' salaries and benefits and Faculty Physicians' salary and fringe benefits associated with their supervisory or other training activities for which such entity may receive such federal GME reimbursement from Medicare.

1.7 University shall assign to Center only Residents who satisfactorily completed their relevant training curriculum's prerequisite instructional portion and shall ensure that all Residents assigned to Center are licensed in accordance with any and all applicable state licensing requirements for Residents. University reserves the right to determine the appropriateness of Resident class size and composition, provided that University will make best efforts to allocate an equal number of Residents at each post-graduate year ("PGY") level to Center (e.g., five third-year residents, five second-year residents, five first-year residents), and further provided that Center approval shall be required for any proposal to increase the number of Residents providing services at the Center during a single post-graduate year in excess of ~~6-0~~ 6.4 Resident full-time equivalents ("FTE"). Each half-day clinic session per resident shall be

defined as 0.1 resident FTE, i.e., 5 residents providing care at one half-day clinic session shall equal 0.5 resident FTE in total. Resident productivity, in terms of numbers of patient visits, will be reported by the Center's Medical Director to the Program Director in order to monitor compliance with ACGME standards. In the event of the inability to maintain academic standards and appropriate Resident/faculty teaching ratios, as determined by University, the University reserves the right to make such alterations in Residents' schedules as it deems necessary to safeguard student interest, including in extreme cases, the transfer of students to alternative teaching sites. The University will provide adequate notice in writing of any such alterations to the Center.

1.8 University shall make best efforts to establish Residents' schedules consistent with Physician preceptors' work schedules and as to promote patients' continuity of care. Within a reasonable time prior to each Program rotation period at Center, the Program Director will provide Center a list of prospective Residents, and their respective schedules, including the maximum number of Residents identified by appropriate PGY level. University and Center will notify each other as soon as possible, as appropriate, of any changes in Residents' and/or Physician faculty's schedules prior to each clinical rotation period's commencement. The Parties will work collaboratively to make any necessary adjustments to accommodate any such changes.

1.9 Center, upon notice to the Program Director prior to the decision if possible or as soon as possible afterward, may suspend a Resident or Faculty Physician from Center and may request his/her permanent termination from clinical activities at the Center for cause. Cause may be, but is not limited to, any of the following:

- a. posing a serious and immediate threat to Center patients
- b. unduly disrupting Center personnel or operations
- c. violation of Center's patient confidentiality policy
- d. substance abuse
- e. gross disregard for or intentional non-compliance with Center policy
- f. physical or mental inability to continue in the practice of the profession
- g. a plea of guilty or conviction of a felony
- h. revocation, restriction, or suspension of any pertinent license, certification, or the loss of eligibility to provide medical services under Medicare, Medicaid, or other essential program
- i. conduct which is in direct conflict with the policies, Mission, or Vision Statement of the Center

Center will make all reasonable, good faith efforts to determine cause, and whenever feasible, will consult with the Program Director prior to suspending a Resident or Faculty Physician. In deciding whether to suspend a Resident, Center reasonably will consider the suspension's impact on the Resident and the possibility of immediate corrective action. Upon a Resident's suspension from the Center, Center will cooperate reasonably with University in any due process proceeding resulting from the suspension.

1.10 While Center, as the licensed operator, has final authority over the Center's clinical operations, the parties acknowledge that University enters into this Agreement expecting that the Center will operate reasonably consistent with the Program's needs and accreditation requirements. Accordingly, Center will make all reasonable, good faith efforts (consistent with patient choice and financial feasibility) to provide and support a clinical environment to Residents and Faculty Physicians that complies with the Program's accreditation requirements, and that affords a broad range of medical experience to the Residents in furtherance of the goal of achieving clinical competence in Family Practice Medicine, the goal being for Center to continue serving as a training rotation site for Residents.

II. FACULTY PHYSICIANS' SERVICES.

2.1 University shall provide, as in-kind support to Center, certain Faculty Physicians to Center to furnish, on Center's behalf and, in their roles as teachers and preceptors, primary medical services at Center and/or as inpatient physician services, subject to this Agreement. The Faculty Physicians and their Center schedules are set forth more specifically in Exhibit A, attached hereto and incorporated by reference herein. The parties recognize that the particular Physician personnel and time commitments delineated in Exhibits A may be altered in the future, provided that, subject to a Faculty Physician terminating his/her employment with University, the overall level of Faculty Physicians provided hereunder shall remain reasonably constant for the term of the Agreement, subject to the bona fide fiscal constraints and the flexibility required to accommodate searches for replacements when positions are vacated. Accordingly, as the parties concur to modify such Physician personnel changes, including any replacement or new Faculty Physicians; so shall Exhibit A be amended to reflect these changes without need of either the Agreement's formal amendment or the parties' execution thereof.

2.2 All patients receiving primary services from a Faculty Physician (whether providing patient care or supervising Residents involved in patient care) pursuant to this Agreement shall be considered Center patients. Accordingly, Center shall be responsible to bill and to retain payments for services rendered to Center patients. If a third party healthcare payor requires the Faculty Physicians to directly bill for services that they furnish hereunder, University and/or the Faculty Physicians, as applicable, shall assign or remit any payments to Center. Except as the parties otherwise specifically agree in writing, University agrees that neither it, nor the Faculty Physicians (or Residents) assigned to provide Center patients clinical services, shall seek reimbursement from patients or from any third party healthcare payor, including Medicaid or Medicare, for these services rendered pursuant to this Agreement.

2.3 All Faculty Physicians shall be Board-certified or Board-eligible, licensed to practice medicine in Wyoming and possess appropriate education, training, experience and other reasonable qualifications relevant to providing primary medical services consistent with Center policies. In addition, University agrees that during this Agreement's term, each Physician furnished to Center shall, as applicable: (a) comply with applicable standards of professional practice and have customary narcotics and controlled substance authorizations; (b) comply with all applicable federal, state and local laws, rules and regulations (Center shall provide University and each Physician written notice of any laws or regulations uniquely applicable to Center as a

FQHC); and (c) be a participating provider in all federal health care programs, including Medicare and Medicaid.

2.4 Faculty Physicians' performance in providing services under this Agreement is subject to Center's Medical Director (or his/her designee's) reasonable and appropriate evaluation and approval during this Agreement's term. If Center's Medical Director is dissatisfied with any Physician's clinical performance, Center will notify the Program Director, who is responsible for supervision of the Physician. If the Program Director does not remedy the problem to Center's reasonable satisfaction and the service inadequacy is causing Center adverse financial consequences and remains unresolved for more than thirty (30) days, the parties will consider in good faith whether the amount paid by University pursuant to Section 4.2 should be adjusted to ameliorate the loss or whether other steps can be taken to remedy the problem or ameliorate the loss. University shall remove any University-employed Physician from Center upon any of the following: (a) any Physician's loss of insurance required hereunder, or University's inability to procure any such insurance for the Physician; (b) the loss or suspension of any Physician's license or other authorization necessary to perform services hereunder; (c) the revocation, suspension or limitation of a Physician's Medicare, Medicaid or State Children's Health Insurance Program participation; or (d) Center's good faith determination, based upon reasonable cause, that (i) Center patients' health, welfare, and/or safety is threatened by Physician's continued assignment to Center or (ii) a Physician's behavior unduly disrupts other Center personnel. University shall make good-faith efforts to consult with Center's Medical Director before removing any University-employed Physician.

2.5 University promptly shall furnish Center data on credentials and any other information Center reasonably requests with respect to any Faculty Physicians providing services hereunder. As soon as reasonably practicable, University shall notify Center of any action, event, claim, proceeding, or investigation (including, without limitation, any report to the National Practitioner Data Bank) that could result, in the revocation, termination, suspension, limitation or restriction of any Physician's license, or authorization to provide such clinical services in the Center. Upon Center's request, University will remove such Physician from Center until a final determination is made regarding the aforesaid alleged action, event, claim, proceeding, or investigation.

2.6 University reasonably shall assist Center with patients' or third party healthcare payors' grievances and complaints related to services provided by Faculty Physicians (or Residents) pursuant to this Agreement. In addition, University shall assure that Faculty Physicians fully cooperate, as reasonably appropriate and/or applicable with Center's quality improvement and peer review processes and assist implementation of Center's corporate compliance program or other regulatory certification or accreditation program.

2.7 The Parties will work together to implement a coordinated risk management and quality assurance program. In the event of a Center claim or potential claim involving a Physician, each Party will assist the other Parties as it reasonably may request to evaluate and, if necessary, defend against the claim and prevent its recurrence.

III. CENTER AND CENTER FACILITY.

3.1 Center shall execute a lease with the University for space leased at the Family Practice Center as outlined in the Lease Agreement, attached hereto as Exhibit B and incorporated by reference herein.

3.2 Center shall maintain and retain all licenses, permits, certificates and approvals necessary for Center's operation as an FQHC.

3.3 Center, through its Board of Directors and its Executive Director, is and shall continue to be, responsible for establishing all Center operational policies. Such policies shall include determining the scope, staffing, and location of services provided Center patients.

IV. FINANCIAL AND IN-KIND SUPPORT.

4.1 In-Kind Support. As consideration for the Center's agreement to provide an educational and clinical experience at the Center for the training of the Residents and the Center's commitment to the University to accommodate the University's medical training mission, and to support the otherwise uncompensated costs that Center incurs in and in providing Center patients comprehensive, community-based preventive and primary health and dental care, behavioral health services, related enabling services (e.g., translation, transportation, eligibility assistance), outreach, health education and promotion, and other appropriate services and programs, the University will provide in-kind support in the form of the Faculty Physicians' services, in their teaching capacity, which will be provided at no cost to Center. As set forth in Section 2.2, except where it is appropriate or necessary for the Faculty Physicians (or University) to bill and collect from third parties (in which case all such collections will be remitted to Center), Center shall bill, collect and retain all revenues generated by the Faculty Physicians (with or without the assistance of the Residents) for services provided at: (1) the Family Practice Center location (or any other facility that Center may relocate too); (2) the off-site nursing home rotations within Center's scope; (3) Wyoming Medical Center ("WMC") in providing inpatient services to Center patients or during the Physician's call coverage rotations; and (4) other appropriate sites within Center's Federal scope of project.

4.2 Financial Support. In consideration for costs potentially not compensated through in-kind support, the University may make an annual payment in an amount determined by the Fiscal Analysis Panel established in section 5.4. Unless the parties agree to a different schedule, any such payment will be in quarterly installments. Consistent with section 5.4, as soon as feasible after the end of each fiscal year ending March 31 (taking into consideration the University's biennial budget period), the Parties will: (1) meet to review the financial assumptions, models, and formulas upon which the annual payment is based (2) reconcile the annual payment that was made for that fiscal year, if necessary, based upon actual experience for that fiscal year; and (3) establish the appropriate payment amount for the next fiscal year, consistent with models and formulas upon which the annual payment is based, and/or any agreed-upon amendments to these models or formulas which will become effective after the prior fiscal year's reconciliation, subject to appropriated funds. Analyses and data developed by

the Fiscal Analysis Panel, described in section 5.4, should form the basis for these decisions. For any interim period between the end of a fiscal year and the reconciliation, the quarterly payment amounts for that period will remain at the then-current quarterly payment amount. The Parties recognize that actual program income generated may differ from the projected program income. If the actual program income is less than the projected program income, the Parties will revisit the productivity, staffing levels, or training inefficiencies associated with the clinical operations. If actual program income exceeds projected program income, the Fiscal Analysis Panel may propose and the Parties may adopt mechanisms for establishing incentive-based provider compensation models.. The Parties agree that the adoption of any such mechanisms must be consistent with the requirement that patient care meet or exceed nationally accepted standards of care and must conform to Wyoming statutes, the regulations of the appropriate Party or Parties, and restrictions imposed by the U.S. Department of Health and Human Services Health Resources and Services Administration.

V. GOVERNANCE AND OTHER KEY AFFILIATION TERMS.

5.1 Good faith. The parties recognize that the success of the Affiliation Agreement is dependent upon each of the parties working in good faith with the other in assisting in advancing the goals and mission of the Program and the Center. The parties further recognize that success can occur only if there is a continuing effort at communication between appropriate representatives of the Center, the Program and the University, subject to legitimate needs for the Center and the Program to maintain confidentiality of proprietary business information.

5.2 Clarity of reporting lines. Center employees report to supervisors within the Center management structure. University employees report to supervisors within the University management structure. The appropriate vehicle for resolving management issues that cross organizational boundaries is regular communication between corresponding managers in the University and the Center. Examples of such correspondences include (a) the University Program Director and the Center Medical Director and (b) the University Director of Medical Education and the Center's Chief Executive Officer ("CEO"). Subject to Sections 1.9 and 2.4, clinical and employee conduct, supervision or disciplinary issues arising within the area of Affiliation shall be first addressed by and communicated to and between the Program Director and the Center Medical Director. If the issues are not resolved at that level, the issue will be then elevated to the Center CEO and the University Director of Medical Education.

5.3 Cross-organizational communication and coordination. To ensure communication and coordination between the Center governing board and the University, the University Dean of Health Sciences or a designee shall serve ex officio and without vote on the Center governing board. While participating in the business of the Center governing board,, this individual will be subject to all Center governance policies, including but not limited to, conflict of interests and confidentiality policies and will retain the confidentiality of information provided to or developed by the Center governing board. To ensure communication and coordination between the Program and the Center, the Program Director shall be invited and entitled to attend and participate in the relevant portion of Center management meetings addressing the Program, the facility or other matters specifically related to the Affiliation.

Similarly **the Center CEO or designee shall serve on the Program GMEC Committee and the Center Medical Director** (or other designee of the Center) shall be invited and entitled to attend and participate in the relevant portion of Program Faculty or management meetings addressing the Program rotation at Center or other matters specifically related to the Affiliation. The Center CEO, the Dean of Health Sciences, the Medical Director and the Program Director shall maintain ongoing communication on matters relating to common management and policy or matters otherwise impacting their counterparts. In maintaining these mechanisms for cross-organizational communication and coordination, the Parties agree to respect legitimate needs for confidentiality of patient information and proprietary business information.

5.4. Fiscal Analysis Panel. To ensure responsible and publicly accountable management of fiscal resources, the Parties shall establish a Fiscal Analysis Panel, composed of Center and Program employees. This Panel will be charged with developing a model or formula that calculates or assigns costs not compensated through in-kind support of the Residents and Faculty Physicians that may, if indicated, require an annual payment from the University to the Center. This Panel's responsibility is to analyze the costs and revenues associated with (a) patient care, (b) training of resident physicians, (c) administration and overhead, (d) facilities and equipment, (e) government reimbursements, and (f) the cost model or formula developed by the Panel or any successor to that model. The purposes of these analyses are to promote efficient operations within the Affiliation and to provide sound bases for the fiscal transactions between the Center and the University. The Panel's findings shall be those matters, lying within the scope of the Panel's responsibility, on which a majority of representatives from each Party agree. The Fiscal Analysis Panel shall report its findings, together with any recommendations for new cost models or fiscal management practices, to the University Director of Medical Education and the Center Finance Committee. The Panel will meet on a quarterly basis and will be composed of the following members: from the Center, the CEO or designee, the Chief Financial Officer, and a member of the Board Finance Committee; from the University, the Program Director, the Associate Vice President for Fiscal Administration, and a designee of the President of the University.

5.5 Clinical Care and Education Assessment Panel. To ensure continuous monitoring and improvement of the quality of patient care and resident training, the Parties shall establish a Clinical Care and Education Assessment Panel composed of Center and Program employees. The Panel will be composed of the following members: from the Center, the Medical Director, the Chief Operations Officer, and a member of the Center's medical staff; from the University, the Program Director and two Faculty Physicians. The Panel, acting independently of oversight by higher Center or University officials, will be charged with (a) assessing and recommending ways to improve the quality of clinical care, (b) assessing and improving the quality of training received by the residents, and (c) promoting a high level of continuing professional development among the physicians employed by the Center and the Program. This panel will be involved with peer review activities and will apply nationally established standards of care to assure that all medical practitioners are performing at an appropriate level of clinical competence. The Panel's findings are those matters, within the Panel's charge, on which a majority of representatives from each Party agree. The Panel will meet at least monthly and shall report its findings, along with any recommendations for new policies, or alteration of existing policies, on

a quarterly basis to the University Director of Medical Education, the Center's Performance Management Committee and the Center CEO.

5.6 Resolution of Disputes Within the Scope of the Agreement. Subject to Sections 1.9, 2.4, 5.2 and 5.3, any dispute arising within the scope of this Agreement shall first be addressed by either the Fiscal Analysis Panel or the Clinical Care and Education Assessment Panel, depending on the nature of the dispute, provided the University Director of Medical Education and the Center CEO agree on the appropriate Panel. These mechanisms are subject to good cause exceptions, including, but not limited to, disputes determined by a Party to require immediate relief, such as circumstances under which a lengthy resolution procedure may endanger the health and safety of the patients or employees. Any dispute that is not addressed by either Panel or that has failed to be resolved by these Panels within a reasonable period of time from the start of the deliberations (not to exceed thirty (30) calendar days unless both the University Director of Medical Education and the Center CEO agree to a longer period) may be resolved by mutual agreement between the University Director of Medical Education and the Center CEO. Disputes that are not resolved at that level within 30 calendar days shall be referred to the CHC Board of Directors and the University Dean of Health Sciences, who shall inform the University Provost and Vice President for Academic Affairs of the matter. The highest priorities in any dispute resolution under this paragraph shall be the safety of patients and employees, the quality of health care delivered under the Affiliation, and the quality of clinical education delivered by the Program.

VI. TERM AND TERMINATION OF AGREEMENT.

6.1 This Agreement shall be effective for the period beginning _____ and shall continue through June 30, 2009. It will be automatically renewed for successive one-year terms (July 1 through June 30) unless either the University or Center terminates the Agreement by tendering written notice no later than November 1 prior to the end of the term. The University and Center may change the Agreement at any time by mutual agreement in writing.

6.2 This Agreement may be terminated, in whole or in part, for cause upon a Party's prior written notice to the other Parties. Except as otherwise specified, such termination for cause shall be effective immediately. "Cause" shall include, without limitation:

6.2.1 material breach of this Agreement, subject to sixty (60) calendar days to cure and a failure to cure by the end of the sixty (60) calendar days. This cure period shall be shortened if a shorter period is necessary to protect patients' health or safety or if required by the Wyoming Department of Health, DHHS, Joint Commission of Accreditation for Healthcare Organizations or any other entity by which Center or University must be licensed or accredited in order to conduct its regular business;

6.2.2 a Residency Review Committee responsible for overseeing the Program notifies University that the continued training of Residents at Center will result in the Program's de-accreditation, or the Board of Trustees of the University decide to

discontinue the Program at Center. University shall provide Center at least six months' notice of such termination unless a shorter period of time is necessary to avoid the Program's de-accreditation.

6.2.3 any Party's loss of any insurance required herein;

6.2.4 any Party voluntarily initiating bankruptcy proceedings or becoming unable to pay its liabilities as and when they become due, or involuntary bankruptcy proceedings commencing against a Party that are not dismissed within 30 days;

6.2.5 any Party's conviction of a crime, exclusion from Medicare or Medicaid, or debarment by the federal or state government; or

6.2.6 any Party's loss or suspension of any license, permit or other authorization necessary to meet its obligations hereunder.

6.3 In the event the Center terminates this Agreement, the Center agrees that the Residents participating in an ongoing Program rotation will be allowed to complete their current year of residency at the Center after the effective date of termination. In such an event, all applicable provisions of this Agreement, including, but not limited to, Sections 1 and 11, shall remain in force until the end of the resident year.

VII. RECORDKEEPING & REPORTING.

7.1 During this Agreement's term, both Parties shall maintain and furnish information and reports pertaining, directly or indirectly, to the services and education provided pursuant to this Agreement and which the University Director of Medical Education, the Center CEO, and/or DHHS reasonably deems appropriate and/or necessary in such form and with such frequency as the Director of Medical Education or Center CEO reasonably may require and/or DHHS may prescribe. Each Party shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for four (4) years from the date of this Agreement's expiration or termination. If an audit, litigation, or other action involving these records commences during this aforesaid four (4) years, each Party shall maintain the records until the later of the four (4) years ending or until the audit, litigation, or other action is completed, whichever is later.

7.2 Each Party shall make available, upon written request, to the other Parties, the United States Secretary of Health and Human Services, or, upon request, to the Comptroller General of the United States or to any of their duly authorized representatives, this Agreement and the Party's books, documents and records related to this Agreement. This right also includes timely and reasonable access to a Party's personnel for the purpose of interview and discussion related to such documents.

7.3 Providers and Residents assigned to Center pursuant to this Agreement shall prepare, establish and maintain medical records, in accordance with standards reasonably

prescribed by Center (or WMC when furnishing inpatient services), related to patients' diagnosis and treatment. Center shall retain exclusive ownership of all such medical records. Subject to, and in accordance with, all applicable federal and state laws and regulations protecting such information's confidentiality will allow University (and their agents), upon reasonable notice to Center, to inspect and/or to duplicate, at University's expense, any individual chart or record produced and/or maintained by Center, as necessary to meet clinical responsibilities to such patients and/or to assist in the defense of any professional liability or other claims to which such chart or record may be pertinent.

VIII. NONDISCRIMINATION.

The University and Center agree that in the performance of this Agreement there will be no discrimination in violation of Federal or State law or the Policies of the University of Wyoming, provided that University will provide Center a copy of such policies, as well as written notice of all amendments to such policies and procedures not fewer than 30 calendar days before their effectiveness. Specifically, the Parties agree that in the performance of this Agreement, there will be no discrimination on the basis of race, color, sex, religion, sexual orientation, age, national origin, the presence of any mental or physical disability.

IX. DISPUTE RESOLUTION.

Section 5.6 governs disputes arising within the scope of this Agreement. Disputes about the nature or meaning of the Agreement shall be resolved, to the extent possible, through discussions between the Center CEO, Center's Board of Directors, the University Dean of Health Sciences, and the University Provost and Vice President for Academic Affairs. Resolution at this level may involve changes to the Agreement as permitted in Section 6.1, although other forms of resolution are also permissible.

X. CONFIDENTIALITY.

10.1 The Parties (and their employees, agents, and contractors) shall maintain the confidentiality of all patient and/or individually identifiable information in accordance with all applicable state and federal laws and regulations regarding the confidentiality of such information. The Parties (and their employees, agents, and contractors) shall not divulge such confidential information to any third parties without the patient's or Party's prior written consent, except, as to patients, unless required by law or as necessary to treat such patient. In this respect, the Parties are "covered entities," as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"). As "covered entities", the Parties shall comply with all requirements established by HIPAA regarding safeguarding and protecting individually identifiable health information from unauthorized disclosure, including any patients' individually identifiable health information. The Parties agree to execute a separate agreement and/or to amend this Agreement as required to comply with HIPAA, and to protect any individually identifiable health information that any Party (or its employees, agents and contractors, including Residents) accesses performing under this Agreement. Subject to obtaining any patient authorizations or consents that may be required by HIPAA or other applicable laws, the Program

Director and Faculty Physicians may access Center patient records for teaching purposes only, provided that no patient records shall leave the Center facility without the express written authorization of the Center's Executive Director.

10.2 Except as necessary in this Agreement's performance, or as authorized in writing by a Party or by law, the Parties shall not disclose to any person, institution, entity, company, or any other party, any proprietary business information directly or indirectly related to a Party that the other Party receives under this Agreement, or about which it otherwise is aware. The Parties also agree not to disclose, except to each other, another Party's proprietary information, professional secrets or other information obtained under this Agreement ("Confidential Information"), unless a Party receives prior written authorization to do so from another Party or as authorized by law. Nothing contained herein shall be construed to prohibit any DHHS, or other appropriate government official from obtaining, reviewing, and auditing any information, record, data, and data elements to which he/she or his/her agency lawfully is entitled. Each Party hereto acknowledges and agrees that upon this Section's breach by the other Party, neither it nor its successor will have any adequate remedy at law and, therefore, each Party, and/or its successor, is entitled to injunctive relief in addition to any other available remedies.

10.3 The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations. University shall assure that the Faculty Physicians or Residents shall return to Center any books, records, reports, or any other documents or other property relating to Center's business/operations, upon the termination (for any reason) of any Physician's (or Resident's) Center relationship. This Section X shall survive this Agreement's termination.

XI. INSURANCE.

11.1. University shall secure and maintain, or cause to be secured and maintained, during this Agreement's term, workers' compensation and comprehensive general liability insurance and/or self-insurance for itself and, as appropriate, for its officers, directors, employees (including the Faculty Physicians and Residents), contractors, and agents, consistent with prevailing standards. University shall furnish evidence of insurance to Center upon request. University will give Center thirty (30) days' advance written notice of any modification, termination, suspension, expiration or relinquishment of such insurance.

11.2 University shall secure and maintain, or cause to be secured and maintained, during this Agreement's term, policies of general liability (including professional liability, errors, and omissions) insurance and/or self-insurance of at least \$1,000,000 per incident and \$3,000,000 aggregate. University shall maintain professional liability coverage, as provided by state law through the State of Wyoming, against professional liabilities for itself and for the Faculty Physicians and Residents, that might occur because of services provided by the Faculty Physicians and Residents under this Agreement. If University's professional liability insurance is written on a "claims made" basis, University agrees to purchase or otherwise to arrange a "tail" or extended disclosure period policy for all activities so insured during this Agreement's term. University shall furnish evidence of insurance to Center upon this Agreement's execution

and, as requested, upon renewal of any required insurance policy. University will give Center thirty (30) calendar days' advance written notice of any modification, termination, suspension, expiration or relinquishment of such insurance.

11.3 Center shall secure and maintain, or cause to be secured and maintained, during this Agreement's term, worker's compensation and comprehensive general insurance for itself and, as appropriate, for its officers, directors, employees, contractors (excluding the Faculty Physicians and Residents), and agents, consistent with prevailing standards. Center will give University thirty (30) calendar days' advance written notice of any modification, termination, suspension, expiration or relinquishment of such insurance.

11.4 Center shall secure and maintain, or cause to be secured and maintained, during of this Agreement's term, policies of professional liability insurance of at least \$1,000,000 per incident and \$3,000,000 aggregate against professional liabilities that might occur because of services provided by Center and/or by Center health care practitioners (excluding the Faculty Physicians and Residents who are covered for such liabilities pursuant to Section 11.2) or other employees under this Agreement. If Center's professional liability insurance is written on a "claims made" basis, Center agrees to purchase or otherwise to arrange a "tail" or extended disclosure period policy for all activities so insured during this Agreement's term. In lieu of the professional liability insurance coverage specified, Center, at is option, may provide adequate, written legal assurance to University that Center health care personnel employed by or individually contracted with Center have Federal Tort Claims Act (FTCA) coverage for professional liability actions, claims, or proceedings arising out of any and all negligent or intentional acts or omissions committed during provision of healthcare services at any Center site. Center shall give University thirty (30) calendar days' advance written notice of modification, termination, suspension, expiration or relinquishment of such insurance/coverage.

XII. APPLICABLE LAW.

This Agreement is governed by the laws of the State of Wyoming, as well as all applicable Federal laws, regulations, and policies, including, but not limited to, all laws, rules, policies, and other terms applicable to Center's Section 330 grant.

XIII. FREEDOM OF CHOICE.

13.1 Providers employed by or contracting with Center or University, including the Faculty Physicians and Residents, subject to any valid third party healthcare payors' restriction(s) shall retain sole and absolute discretion to refer, and to advise patients that they may request referral to, any provider(s) best meeting their the health requirements.

13.2 This Agreement is structured to comply with the federal Anti-Kickback statute and the Safe Harbor regulations promulgated thereunder. Should any subsequent promulgated federal or state statutes or regulations be inconsistent with this Agreement, the Parties hereto immediately and in good faith shall renegotiate this Agreement, and failing successful

renegotiation within sixty (60) calendar days, any Party may immediately terminate this Agreement upon prior written notice to the other Party(ies).

XIV. ASSIGNABILITY.

Neither party may assign or otherwise transfer or delegate any right or duty without the express written consent of the other party.

XV. NOTICES.

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

Notices to the University shall be addressed to:

Vice President of Administration
University of Wyoming Dept. 3314
1000 East University Avenue
Laramie, WY 82071

with copies to:

Dean of Health Sciences
University of Wyoming Dept. 3432
1000 East University Avenue
Laramie WY 82071

Provost and Vice President for Academic Affairs
University of Wyoming Dept. 3302
1000 East University Avenue
Laramie, WY 82071

Notices to Center shall be addressed to:

Attn: Chief Executive Officer
Community Health Center of Central Wyoming
1522 East "A" St.
Casper, WY 82601.

with a copy to:

Chairman of the Board
Community Health Center of Central Wyoming
1522 East "A" St.
Casper, WY 82601

XVI. AMENDMENT.

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

XVII. SEVERABILITY.

If any term or provision of the Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term or provision.

XVIII. MERGER.

This Agreement constitutes the entire agreement between the parties. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement, with the exception of the Lease for the Center facility. No understandings, agreements, or representations, oral or written, not specified within the Agreement may be enforced by either party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

XIV. WAIVER.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, or any rights under, or arising from the Agreement shall be binding on any rights under, or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

XX. SOVEREIGN IMMUNITY.

The University shall retain all immunities and limitations of liability afforded by the Wyoming Governmental Claims Act, Statute §1-39-101 *et seq.*, and no waiver of such immunity or limitation is intended by this Agreement.

XXI. THIRD PARTY BENEFICIARY CLAUSE.

This Agreement is intended to be a contract only between the Center and the University, enforceable only by the parties hereto, and no other party shall be entitled to claim under or by virtue of this Agreement as a Third-Party Beneficiary of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives.

Approved for the University of Wyoming

Approved for Community Health Center
of Central Wyoming

Vice President of Administration

Chairman of the Board
Community Health Center
of Central Wyoming

EXHIBIT A

FACULTY PHYSICIANS AND CENTER SCHEDULE

Faculty Physicians:

1. Dr.
2. Dr. Beth Robitaille
3. Dr. Brian Veauthier
4. Dr.
5. Dr. Michael Miller
6. Dr. Stephan Trent
7. Ray Johnson, P.A.-C
8. Dr. Fred Deiss
9. Dr. Zack Deiss

Consistent with the term of this Agreement, the aforementioned Faculty Physicians shall provide, in accordance with the standards of the profession and the professional licensure, registration or certification requirements, if any, of the State of Wyoming, and in their capacity as teachers or preceptors, preventive and primary health care services, including but not limited to: (i) the assessment and treatment of Center patients at the Center and at other appropriate settings; and (ii) the direction and supervision of non-physician providers.

Productivity Expectation

4,200 visits per 1.00 FTE physician

Staffing Schedule at the Center:

Subject to provider and space availability that may vary on a day-to-day basis, the Faculty Physicians will staff each morning and afternoon half-day clinical (attending and non-attending) sessions Monday through Friday, with the exception that one afternoon a week, there is no afternoon half-day clinical attending session (i.e., with residents).

EXHIBIT B

LEASE AGREEMENT

The Lease Agreement will be distributed to the Board at the meeting.

AGENDA ITEM TITLE: Scholarship Reception, Axelson

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Each fall, the Trustees host a reception for UW recipients of major scholarships. Recognition and congratulations are extended to those UW students who have been awarded significant, multi-year scholarships. Among the scholarships recognized are:

National scholarships

- **National Merit Scholarship:** Awarded by the National Merit Scholarship Corporation, by corporate sponsors, and by UW; available for four years; must be a National Merit Finalist.

UW scholarships

- **Hathaway Honors Scholarship:** Available to Wyoming residents who were high school graduates in 2006 or later, with a GPA of at least 3.5 (or GED of 525) and an ACT score of 25 or higher; available for up to eight semesters; value of \$3,200 per year.
- **UW Trustees' Superior Student Scholarship:** Statewide competition for 100 available at any one time; 25 new awards per year; nominations from Wyoming high schools; selection by UW faculty committee based on high school GPA, ACT score, and PSAT score; available for eight semesters; value equal to resident undergraduate tuition and mandatory fees plus room and board in UW residence hall; program is being phased out, beginning Fall 2006.
- **UW Trustees' Pride Scholarship:** Provides an amount equivalent to the cost of tuition and mandatory fees (up to 18 credit hours per regular semester), a double-occupancy room, and the unlimited-access dining plan for up to eight semesters; recipients must have at least a 3.70 high school GPA and a 29 ACT score to be considered; this scholarship covers any amount not covered by Hathaway merit scholarships earned by the recipient.
- **Griffin Foundation Scholarship:** Available to juniors transferring to UW from Wyoming community colleges with a GPA of at least 3.5; value equal to resident tuition and fees, room and board, medical insurance, and books; two new awards at any one time.
- **Clifford C. Hach Memorial Scholarship:** Available to incoming freshman chemistry students; value in first year is \$3,000 with \$500 increases in each succeeding year, for a total of four years.
- **Hach Scientific Foundation Chemistry Teacher Scholarship:** Awarded to two students who intend to become chemistry teachers for at least three years following graduation; value of \$5,000 per year and is renewable.

- **John L. Kemmerer Scholarship:** Available to one freshman each year from Kemmerer, Cokeville, or Dubois, Wyoming; value equal to resident undergraduate tuition and fees, room and board, and books; available for eight semesters.
- **Clarence E. Seibold Memorial Undergraduate Scholarship:** Available to students who complete an Associate of Arts degree from a Wyoming community college; one new award per year; available for two years; value equal to resident undergraduate tuition and fees plus a stipend.

WHY THIS ITEM IS BEFORE THE BOARD:

Trustees are invited to attend the reception on Thursday, November 13, at 4:00 p.m. in the UW Conference Center, Salon D. Each Trustee will receive a list of scholarship recipients from his or her area prior to the reception. The list will provide names, hometowns, academic major, year at UW, and scholarship(s) received. At the reception, trustees will be matched with their students using special indicators on the nametags.

AGENDA ITEM TITLE: FY10 Tuition and Fees: Initial Discussion, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

The Fiscal and Legal Committee and Vice President for Administration Phill Harris will present initial proposals for 2009-10 tuition and fees to the Board of Trustees for its consideration.

AGENDA ITEM TITLE:

Employee Assistance Program for UW (see also Appendix A), Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The University of Wyoming *Support Services Plan II* included an action item addressing the need to evaluate an employee assistance program (EAP). Specifically the action item stated: ***Action Item 17 (Employee Assistance.). Human Resources, in collaboration with divisions across the University, will explore development of an Employee Assistance Program.***

Over the past year the Human Resources Department has worked with a group of faculty and staff to evaluate employee assistance programs offered by other universities. The Staff Senate also initiated efforts to assess employee wellness programs and conducted a survey of UW faculty and staff. The Staff Senate efforts were combined with the analysis of employee assistance programs to provide a comprehensive review of services typically provided in an EA program. The evaluation of employee assistance programs included a survey of other public universities to determine the scope of services being offered. Thirteen universities responded to the survey providing specific information about EA programs and how their programs were structured.

The survey revealed that EA programs ranged from phone referral services to fully integrated programs offering services ranging from mental health counseling to financial counseling and wellness programs. Universities providing the broadest scope of EA programs tended to be those that had been offering such services for a number of years and had slowly added new services to the program over an extended period of time. About one-half of the institutions that responded to the survey indicated that they provided services through in-house staffing with costs ranging between \$68,000 to more than \$200,000 per year, depending upon the services being provided. Institutions that outsourced their EA programs indicated costs ranging between \$29,000 and \$75,000 per year. Several institutions indicated that the EA program benefits were either included as part of the fringe benefit package offered through the institution or were embedded in their health insurance program.

The Staff Senate wellness survey was distributed online to all UW employees. The survey questions focused on employee interest in participating in educational programs, fitness assessment programs, nutrition and weight management programs, employee assistance programs for mental health: job stress, family issues, and alcohol or drug use. The survey also posed a question to supervisors about their likelihood of referring those they supervise into employee assistance programs for conflict resolution, crisis management, emotional problems,

and alcohol/drug problems. Incorporation of an exercise program into an EAP was also discussed and investigated by the program task force.

Prior Related Board Discussions/Actions:

- The action item related to the Employee Assistance Program was approved as part of the *Support Services Plan II* approved by the Board on December 10, 2005.
- The Board received a presentation by Ms. Carole Shotwell at their September 12, 2008 meeting regarding the Wyoming Professional Assistance Program and requested that the administration develop recommendations for an EA program.

WHY THIS ITEM IS BEFORE THE BOARD:

Implementation of an employee assistance program would expand the benefit package offered through the University and the Board must approve changes to the compensation and benefits offered through the Institution.

ARGUMENTS IN SUPPORT:

- The University of Wyoming is a large employer and must remain competitive in its compensation and benefit offering to attract and retain employees.
- Current services for employees are limited in scope and rely upon individuals needing service to utilize their health insurance program to obtain service.
- Mental health and substance abuse issues need to be addressed proactively in order to mitigate problems in the work environment.
- EA programs optimize the potential for staff and faculty productivity, reflective of good physical and mental health.

ARGUMENTS AGAINST:

- Some additional costs will be incurred in order to implement an EA program.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval is required for the administration to implement an employee assistance program.

PRESIDENT'S RECOMMENDATION:

The University of Wyoming should move forward with the adoption of an employee assistance program. The initial phase for developing an EA program should focus on establishing a contract agreement with a mental health/substance abuse provider or providers to serve the institution. This service should include assistance to all University employees, regardless of their location throughout Wyoming.

Establishing contract services for mental health and substance abuse counseling will serve as the first step in developing a long-term EA program for the Institution. Future expansion will depend upon further analysis of campus needs and the potential integration of UW's program into the State's health insurance program, which already has incorporated an employee wellness incentive as part of the initial steps to reduce health premiums and promote healthier life styles for all employees.

Preliminary budget projections for implementing contract services for mental health and substance abuse counseling reflect a cost of approximately \$70,000 per year assuming the overall rate will be \$1.70 per benefited employee per month. This figure also includes some funds to market the services and a small amount for materials and supplies. The specific cost will not be known until the University has solicited proposals for this service through a competitive bid process.

Enclosed in the information section of this report you will find several tables that provide additional detail on the information that was received from the institutions that responded to the survey as well as an overview of the Staff Senate wellness survey.

AGENDA ITEM TITLE: UW Endowment Update, Blalock/UW Foundation Board

CHECK THE APPROPRIATE BOX(ES):

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

With the recent fluctuations in the financial markets, an update on the current status of UW's endowments will be presented by Ben Blalock, Vice President for Institutional Advancement; Dick Taggart, chair of the UW Foundation's Investment Committee; Eric Riedlin, Vice President of Monticello and Associates (UW Foundation's investment advisor); and Mary Ann Garman, UW Foundation CFO.

AGENDA ITEM TITLE:

New UW Public Relations Plan, Miller/Jessica Lowell/Montica Willmschen

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

To raise the profile of UW, the Division of University Public Relations was restructured in June 2008, to contain the departments of Institutional Communications and Institutional Marketing. The goal was to unify communications and marketing efforts university-wide, to raise its profile and to reflect the changing priorities. Institutional Communications encompasses Media Relations, Photo Service, and *UWyo* magazine. Institutional Marketing encompasses Publications and Web Services, and it will add an additional marketing position to establish the brand and image of UW. The result is a fully integrated Division of Public Relations that offers a higher degree of professional service to UW.

Jessica Lowell, Director of Institutional Communications, and Montica Willmschen, Director of Institutional Marketing, will present an overview of the changes and outline the direction the division is taking, to the Board of Trustees.

WHY THIS ITEM IS BEFORE THE BOARD:

This information is presented for the general information of the Trustees.

AGENDA ITEM TITLE:

Higher Learning Commission Reaccreditation Update, Abernethy

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Maintaining accreditation by the Higher Learning Commission (HLC) of the North Central Association is important to the University for a number of reasons. Accreditation is a widely recognized metric for institutional quality and integrity. More pragmatically accreditation is necessary to retain eligibility for a variety of federal programs. UW was fully reaccredited for ten years, starting in March 2000.

This presentation will briefly overview the current outline for the chapters of *A Thematic Self-Study: Enriching the UW Learning Experience*, as we prepare for the reaccreditation site visit scheduled for March 1-3, 2010. The self-study will address the Higher Learning Commission's five criteria and 21 core components for accreditation. The outline represents the work of over 60 faculty, staff, and students working on three committees that have focused on the institutional goals of Access, Excellence and Leadership. Within each of the three topics (Access, Excellence and Leadership), subcommittees have examined undergraduate, graduate and professional, and lifelong learning retrospectively and futuristically. Over the next several months this outline will evolve into the final UW self-study.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board will be provided regular updates on the self-study process in preparation for the formal UW site visit scheduled for March 2010.

AGENDA ITEM TITLE:

Fall 2008 Enrollment Report and Hathaway Update (see also Appendix B), Axelson

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

A statistical report and analysis of enrollment for the current semester, based on official counts for the 15th day of the semester (September 15, 2008), are provided each semester. The tables and analysis can be found in Appendix B. A verbal report will be presented at the meeting that will also provide an update on the Hathaway Scholarship program at UW.

WHY THIS ITEM IS BEFORE THE BOARD:

This information is presented for the general information of the Trustees.

AGENDA ITEM TITLE: Outreach Update, Miller

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

Information will be provided to the Board at the meeting.

1A. Committee of the Whole- REGULAR BUSINESS

Board of Trustees Committee- Academics and Research (Allen),

Trustee Palmerlee, Committee Chair

CHECK THE APPROPRIATE BOX(ES):

- Work Session
- Education Session
- Information Item
- Other Specify: Committee of the Whole (Regular Business)

1B. Committee of the Whole- REGULAR BUSINESS

Board of Trustees Committee- Fiscal and Legal Affairs (Harris),

Trustee Haynes, Committee Chair

CHECK THE APPROPRIATE BOX(ES):

- Work Session
- Education Session
- Information Item
- Other Specify: Committee of the Whole (Regular Business)

1C. Committee of the Whole- REGULAR BUSINESS

Board of Trustees Committee- Student Affairs/Athletics/Administration (Axelson),

Trustee Rochelle, Committee Chair

CHECK THE APPROPRIATE BOX(ES):

- Work Session
- Education Session
- Information Item
- Other Specify: Committee of the Whole (Regular Business)

1. Committee of the Whole- CONSENT AGENDA
Approval of Contracts and Grants, Gern

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

SPONSORED PROGRAMS

The following sponsored programs are accepted subject to compliance with the University's policies on classified information and protection of human subjects. This report covers the period: August 13, 2008 through October 14, 2008.

ALASKA DEPARTMENT OF GAME AND FISH

Merav Ben-David; Zoology - Consumption of Salmon by Brown and Black Bears in Southeast Alaska. \$ 15,000

Merav Ben-David; Zoology - The Status of Martens on Admiralty Island. \$ 15,000

ALBANY COUNTY

Mary M. Humstone; American Studies - Laramie National Register District. \$ 10,800

AMERICAN FEDERATION FOR AGING RESEARCH

Ji Li; Pharmacy - Alterations in Activated Protein Kinase. \$ 58,500

BASF CORPORATION

Abdelouhab Mesbah; Plant Sciences - Crop-Weed Research. \$ 2,000

BIG HORN COUNTY

William J. Gribb/Steven D. Prager; Geography - Geographic Information System/Global Positioning System for Educators. \$ 14,155

BIODIVERSITY CONSERVATION ALLIANCE

James R. Oakleaf; Wyoming Geographic Information Science Center - Wind Energy Development Maps. \$ 2,730

CALIFORNIA, UNIVERSITY OF

Gary D. Franc; Plant Sciences - The 2008 Legume Integrated Pest Management Subcontract, Wyoming. \$ 17,017

COLD SPRING HARBOR LABORATORY

Anne W. Sylvester; Molecular Biology - Cell Biology and Genomics
Characterizing Subcellular Compartments in Maize and Fluorescent Protein. \$ 376,263

COLORADO STATE UNIVERSITY

Robert C. Corcoran; Chemistry - Development of Surface Enhanced Raman
Spectroscopic Assays and West Nile Virus. \$ 8,429

DUPONT

Abdelouhab Mesbah; Plant Sciences - Crop-Weed Research. \$ 18,000

Gary D. Franc; Plant Sciences - Regional Plant Diseases. \$ 5,000

FIREHOLE TECHNOLOGIES

Andrew C. Hansen; Mechanical Engineering - Second Generation Composite
Laminate Failure Analysis Utilizing Constituent Level Damage Mechanics. \$ 4,000

IDAHO NATIONAL LABORATORY

Thomas K. Foulke; Agricultural and Applied Economics - Coal Gasification and
Products Feasibility. \$ 5,000

David A. Bell; Chemical and Petroleum Engineering - Fischer-Tropsch Synthesis
and Product Refining. \$ 25,000

JET PROPULSION LABORATORY

Henry A. Kobulnicky; Physics - Spitzer Census Intermediate Star Forming
Regions. \$ 28,250

LARAMIE, CITY OF

Thomas Alan Furgeson; Wyoming Survey and Analysis Center - 2008 City of
Laramie Survey. \$ 19,865

MONSANTO

Abdelouhab Mesbah; Plant Sciences - Crop-Weed Research. \$ 5,000

MONTANA STATE UNIVERSITY

Charles F. Mason/Klaas Theodore Van't Veld - Economics and Finance - Big Sky
Partnership Phase II of DOE C Sequestration Project. \$ 71,251

James R. Steidtmann/Geoffrey D. Thyne; Enhanced Oil Recovery - Big Sky
Partnership Phase II of DOE C Sequestration Project. \$ 108,480

NATIONAL ECOLOGICAL OBSERVATORY NETWORK

David G. Williams; Renewable Resources - Development of an Isotope Facility for National Ecological Observatory Network. \$ 22,036

NATIONAL GEOSPATIAL INTELLIGENCE AGENCY

Steven D. Prager; Geography - Reasoning on Complex Functional Networks. \$ 131,056

NEPTUNE RESEARCH

Marvin C. Perry III/David Edwin Walrath; Civil Engineering - Creep Testing of Fiberglass. \$ 23,820

NORTH DAKOTA STATE UNIVERSITY

Khaled Ksaibati; Civil Engineering - Flow Fields Around Bridge Abutments and University Transport Centers Program. \$ 167,623

Rhonda Kae Young; Civil Engineering - Flow Fields Around Bridge Abutments and University Transport Centers Program. \$ 30,498

Robert Ettema; Engineering Dean's Office - Flow Fields Around Bridge Abutments and University Transport Centers Program. \$ 25,000

PITTSBURGH, UNIVERSITY OF

Jordanka Stamatova Zlatanova; Molecular Biology - Development of Novel Single-Molecule Approaches for Nanoscale Study of Helicases. \$ 60,445

Gary P. Beauvais; Wyoming Natural Diversity Database - Yellowstone Field Course Instruction 2008. \$ 2,625

ROBERT WOOD JOHNSON FOUNDATION

Anita C. Deselms; Nursing - Bachelor's Reach for Accelerated Nursing Degree. \$ 50,000

SERVE WYOMING

Katie L. Kleinhesselink; Wyoming Union - Connecting Campus and Community 2008-2009. \$ 136,430

Theresa A. McGinty/Nicholas Manuel Agopian; Institute of Environmental and Natural Resources - Wyoming Conservation Corps 2008-2009. \$ 126,000

SMITHSONIAN INSTITUTION

Fred L. Ogden; Civil Engineering - Measurements of Hydrologic Fluxes and Storages in Deforested, Reforested and Old Growth Tropical Watershed. \$ 65,121

SOUTHERN CALIFORNIA, UNIVERSITY OF

Po Chen; Geology - FULL 3D Waveform Tomography for Southern California Based Upon the Scattering-Integial Method. \$ 24,035

Po Chen; Geology - Seismic Source Inversion. \$ 28,122

SUNOPTA FOOD GROUP

Abdelouhab Mesbah; Plant Sciences - Crop-Weed Research. \$ 150

SYNGENTA

Abdelouhab Mesbah; Plant Sciences - Crop-Weed Research. \$ 2,000

Gary D. Franc; Plant Sciences - Regional Plant Diseases. \$ 10,000

TETRA TECH

Nanette M. Nelson; Wyoming Survey and Analysis Center - White Paper for Tetra Tech. \$ 7,500

UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE

Francis D. Galey; Agriculture Dean's Office - Research Support Agreement. \$ 41,927

Francis D. Galey; Agriculture Dean's Office - Research Support-Animal Care 2007-2008. \$ 10,280

UNITED STATES DEPARTMENT OF AGRICULTURE, COOPERATIVE STATE RESEARCH, EDUCATION AND EXTENSION SERVICE

Elise G. Pendall; Botany - Interhemispheric Comparison of Soil Carbon. \$ 105,731

Elise G. Pendall; Botany - Lachat QuikChem 8500 Flow Injection Analyzer. \$ 5,000

Jay B. Norton/Peter D. Stahl; Renewable Resources - Lachat QuikChem 8500 Flow Injection Analyzer. \$ 10,000

Jean E. Jewell/Everett Lee Belden/Gerard P. Andrews; Veterinary Sciences - Animal Disease Wyoming 2008 - Part B: Host Immune Response in Prion Disease. \$ 215,758

Donal Timothy O'Toole; Veterinary Science - Link to National Animal Health Laboratory Network Wyoming. \$ 50,000

UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE

Nicholas Manuel Agopian/Theresa A. McGinty; Institute of Environmental and Natural Resources - Bark Beetle. \$ 54,000

Merav Ben-David; Zoology - The Status of Martens on Admiralty Island. \$ 25,474

**UNITED STATES DEPARTMENT OF AGRICULTURE, RISK
MANAGEMENT AGENCY**

John P. Hewlett; Agricultural and Applied Economics - Targeted States Crop Insurance Education. \$ 293,000

**UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC
DEVELOPMENT ADMINISTRATION**

Jonathon L. Benson/William Theodore Schepeler/Edward A. Craig; Wyoming Technology Business Center - University Center Technical Assistance. \$ 110,000

UNITED STATES DEPARTMENT OF DEFENSE, AIR FORCE

Jerry C. Hamann/John E. McInroy/Suresh Muknahallipatna/Steven Frank Barrett/John F. O'Brien/Margaret Stefanovic/Mark J. Balas/Robert F. Kubichek/Scott A. Morton/Farhad Jafari - Robot Initiative Fiscal Year 2008. \$ 806,645

Douglas R. Smith; Mechanical Engineering - Matched-Index-Of-Refraction Flow Facility. \$ 463,969

UNITED STATES DEPARTMENT OF DEFENSE, ARMY

Fred L. Ogden; Civil Engineering - Develop and Test the Gridded Surface Subsurface Hydrologic Analysis Temporal Parallelization and Validation of Tile Drain, Nutrient, and Sediment Transport Formulations. \$ 30,000

Fred L. Ogden; Civil Engineering - Symposium on Tropical Hydrology. \$ 25,000

Angela L. Hild; Renewable Resources - Effectiveness of Native Plants as Competitors for Non-Indigenous and Invasive Knapweed and Thistle Species. \$ 29,798

Sally Crow Schuman; Student Financial Aid - Reserve Officer's Training Corps Scholarships 2007-2008. \$ 83,276

UNITED STATES DEPARTMENT OF EDUCATION

Lena M. Edmunds; Counseling Center - University of Wyoming Alcohol, Wellness Alternatives, Research and Education Program. \$ 126,297

Krisan M. Crow; Student Educational Opportunity - Educational Opportunity Center South 2008-2009. \$ 485,478

Krisan M. Crow; Student Educational Opportunity - Educational Opportunity Center North 2008-2009.	\$	226,600
Sandra Kay Straley; Student Educational Opportunity - Student Success Services.	\$	374,891
Donna M. Regan; Student Educational Opportunity - Gear Up Wyoming.	\$	3,500,000
Zackie S. Salmon; Student Educational Opportunity - McNair Scholars Program 2008-2009.	\$	288,000
Allen Dale Price; Student Educational Opportunity - Upward Bound Math and Science Initiative Project 2008-2009.	\$	297,034
David Lee Gruen/Sally Crow Schuman; Student Financial Aid - Academic Competitive Grants 2008-2009.	\$	57,550
David Lee Gruen; Student Financial Aid - Federal Work-Study 2008-2009.	\$	502,688
David Lee Gruen/Sally Crow Schuman; Student Financial Aid -National Science and Mathematics Access to Retain Talent 2008-2009.	\$	47,356
David Lee Gruen; Student Financial Aid - Pell Grant 2007-2008.	\$	9,529
David Lee Gruen; Student Financial Aid - Supplemental Educational Opportunity Grant 2008-2009.	\$	380,400
Pilar Louise Flores; Student Educational Opportunity - Wyoming College Access Challenge Grant Program.	\$	330,000
UNITED STATES DEPARTMENT OF ENERGY, OFFICE OF SCIENCE		
Mohammad Piri/Carol D. Frost; Chemical and Petroleum Engineering - Carbon Sequestration.	\$	186,801
Bruce Parkinson; Chemistry - Water Photoelectrolysis.	\$	190,000
Carol D. Frost/James D. Myers/Erin Aubrey Campbell-Stone/Arthur W. Snoke/John Kaszuba/Subhashis Mauick/Po Chen/Ken Dueker/Ye Zhang;/ Geology - Carbon Sequestration.	\$	972,040
Carrick M. Eggleston/Patricia J.S. Colberg; Geology - Redox Interaction of Cytochromes and Bacteria with Oxide Surfaces and Probing Redox Linked Conformation Change.	\$	105,144

Carrick M. Eggleston; Geology - Waveguide Scanning Photocurrent Microscopy Waspm a New Molecular Imaging and Characterization Tool.	\$	122,200
Luis F. Pereira/Carol D. Frost; Mathematics - Carbon Sequestration.	\$	284,553
Shikha Sharma/Carol D. Frost; Renewable Resources - Carbon Sequestration.	\$	36,059
Jeffrey D. Hamerlinck/Carol D. Frost; Wyoming Geographic and Information Science Center - Carbon Sequestration.	\$	79,017

**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,
ADMINISTRATION FOR CHILDREN AND FAMILIES**

Laura Lea Westlake; Wyoming Institute for Disabilities - Head Start.	\$	125,000
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**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,
NATIONAL INSTITUTES OF HEALTH**

Donald L. Jarvis; Molecular Biology - A Novel Transgenic Silkworm System for Recombinant Glycoprotein Production.	\$	280,108
David S. Fay; Molecular Biology - Developmental Function of Rb Family Proteins.	\$	213,151
Donald L. Jarvis; Molecular Biology - Engineering Transgenic Silkworms to Produce Synthetic Spider Silk Fibers.	\$	178,262

**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES
ADMINISTRATION**

Lena M. Edmunds/David S. Cozzens; Counseling Center - University of Wyoming Lifesavers Initiative.	\$	63,117
Rodney A. Wambeam; Wyoming Survey and Analysis Center - University of Wyoming Lifesavers Initiative.	\$	11,500

**UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND
MANAGEMENT**

Robert L. Kelly/Danny N. Walker; Anthropology - Archaeological Collections Curation and Management.	\$	23,500
Marcel Kornfeld; Anthropology - Last Canyon Cave Salvage Excavation.	\$	34,000
Rick Laurence Weathermon; Anthropology - Little Missouri Antelope Trap Survey.	\$	15,000

Danny Walker; Anthropology - Wardell Buffalo Trap National Historic Landmark Nomination.	\$	20,000
Ronald L. Hartman/Burrell E. Nelson; Botany - Bureau of Land Management Lands Around Medicine Bow NorthFork, Floristic Survey and Databasing.	\$	21,000
Ronald L. Hartman/Burrell E. Nelson; Botany - Floristic Survey of Bureau of Land Management Land in the Pryor Mountains, Montana.	\$	3,500
Scott N. Miller; Renewable Resources - Application for Permit to Drill NEPA Analysis Toolkit Phase Five.	\$	10,000
Paul Alan Caffrey Jr.; Wyoming Geographic Information Science Center - Application for Permit to Drill NEPA Analysis Toolkit Phase Five.	\$	20,000
George P. Jones; Wyoming Natural Diversity Database - Aspen Woodland Study.	\$	12,000

UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

Robert L. Kelly; Anthropology - Archeological Sites Management Information System Field School and Magnetic Survey.	\$	26,200
Robert L. Kelly; Anthropology - Emergency Archeological Sites Management Information System Field Documentation.	\$	3,000
David G. Eckles; Anthropology - Inventory of the Nez Perce Trail 2008.	\$	100,000
David G. Eckles; Anthropology - Phase One Archeological Data Recovery of Site 48YE357, Yellowstone National Park, Wyoming.	\$	101,982
Ronald L. Hartman/Burrell E. Nelson; Botany - Botanical Publication, Page Charges.	\$	1,500
Stephen Timothy Gray; Civil Engineering - Climate Summaries for Greater Yellowstone.	\$	7,789
Kenneth G. Gerow; Statistics - Fire Ecology.	\$	22,000
Anna Lisa D. Chalfoun; Zoology - Pathways in Grand Teton National Park Effects on Avian Abundance, Distribution, Diversity and Productivity of Focal Species.	\$	48,000

UNITED STATES DEPARTMENT OF THE INTERIOR, UNITED STATES GEOLOGICAL SURVEY

Angela L. Hild/Virginia B. Paige; Renewable Resources - Avian and Vegetation Inventory at Brown's Park National Wildlife Refuge, Colorado.	\$	89,620
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Jeffrey D. Hamerlinck/Steven D. Prager/Shawn Lanning; Wyoming Geographic Information Science Center - Framework Standards Training Material Development and Higher Education Curriculum Integration.	\$	50,000
Matthew Kauffman; Zoology - Climate Change and Ungulates.	\$	164,513
Matthew Kauffman; Zoology - Mule Deer Migrations and Energy Development.	\$	17,550

UNITED STATES DEPARTMENT OF JUSTICE

Rodney A. Wambeam; Wyoming Survey and Analysis Center - State Justice Statistics Program 2008.	\$	84,383
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**UNITED STATES NATIONAL AERONAUTICS AND SPACE
 ADMINISTRATION SPACE GRANT CONSORTIUM**

Jing Zhou; Chemistry - EPSCOR Wyoming Research Infrastructure.	\$	10,000
Jinke Tang/Paul E. Johnson; Physics - EPSCOR Wyoming Research Infrastructure.	\$	240,000
Sabrina Lyn Cales/Michael S. Brotherton; Physics - Understanding Post-Starburst Quasars.	\$	30,000
Paul E. Johnson; Physics - Wyoming Space Grant Consortium 2005-2010.	\$	553,000

UNITED STATES NATIONAL SCIENCE FOUNDATION

Zachariah Gompert/Christian Alexander Buerkle/Don Allen Roth; Botany - Pre-Doctoral Fellowship.	\$	40,500
Maciej Radosz; Chemical and Petroleum Engineering - Micellization.	\$	102,520
Michael John Cheadle/Barbara E. John; Geology - Kane Oceanic Core Complex.	\$	60,675
Bryan Nolan Shuman; Geology - Collaborative Research: Ecosystem Responses to Progressive and Rapid Climate Change.	\$	60,769
Nidhi Khare/Carrick M. Eggleston; Geology - Organic Acid Promoted Dissolution of Phosphate.	\$	222,423
Dan Stanescu/Frederico C. Furtado/Victor E. Ginting/Luis F. Pereira; Mathematics - Multiphase Flow Simulation.	\$	41,075
Bryan L. Shader/Gregory D. Lyng; Mathematics - REU-Site.	\$	231,314

Daniel F. Doak; Zoology - Collaborative Research Interactions Among Keystone Species Effects of Termites and Ungulates on Biodiversity in East Africa Savannas.	\$	9,346
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UTAH STATE UNIVERSITY

John E. McInroy; Electrical Engineering - Quality Space Imagery for Leo/Geo Operations.	\$	64,792
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UTAH, UNIVERSITY OF

Lori J. Phillips; Library - National Network of Libraries of Medicine.	\$	83,304
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VARIOUS SPONSORS

Bret W. Hess; Animal Science - Animal Feeding Trials.	\$	10,000
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Thomas E. Heald; Cooperative Extension Service - Wyoming Backyards to Barnyards, an Educational Newsletter for Wyoming Small Acre Enthusiast.	\$	2,000
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Larry Ray Stewart; Manufacturing Works - Operations.	\$	42,017
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Stephen E. Williams; Renewable Resources - Bighorn Sheep Survival.	\$	4,240
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Andrew R. Kniss; Plant Sciences - Biology, Ecology and Management of Weeds in Agronomic Crops.	\$	51,688
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Alan Richard Buss; Science and Mathematics Teaching Center - Education PARC.	\$	1,650
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Sylvia D. Parker; Science and Mathematics Teaching Center - Program Support.	\$	17,018
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Diane D. Wolverton; Small Business Development Center - Gro-Biz Program Income 2007-2008.	\$	675
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Diane D. Wolverton/Debbie Kay Gorski; Small Business Development Center - Program Income 2007-2008.	\$	2,124
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Merl F. Raisbeck; Veterinary Sciences - Miscellaneous Analysis.	\$	2,284
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Jeffrey D. Hamerlinck; Wyoming Geographic Information Science Center - Spatial Data and Visualization Center Support.	\$	14,504
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Deborah Kay Fleming; Wyoming Institute for Disabilities - Geriatric Education Center.	\$	2,285
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Laura Lea Westlake; Wyoming Institute for Disabilities - Operating Support for the Vision Project.	\$	13,275
Keith Miller; Wyoming Institute for Disabilities - University Affiliated Programs Training and Programs Technical Assistance.	\$	3,130
Alan Joseph Redder; Wyoming Natural Diversity Database - Database Management.	\$	2,025
Katie L. Kleinhesselink; Wyoming Union - Match to Serve Wyoming Connecting Campus and Community 2007-2008.	\$	800
Benjamin J. Koch; Zoology - Research Support.	\$	1,000
WESTERN SUGAR		
Gary D. Franc; Plant Sciences - Regional Plant Diseases.	\$	1,000
WYOMING ARTS COUNCIL		
Eric J. Sandeen; American Studies - Folk Art.	\$	10,000
Wendy E. Bredehoff; Art Museum - Yidumdumas's Wyoming Walkabout.	\$	1,500
Peter A. Parolin; English - L.L. Smith Lecture Series.	\$	7,000
James T. Przygocki; Music - University of Wyoming String Project.	\$	7,000
WYOMING CULTURAL TRUST FUND		
Richard G. Ewig/Mark Allen Greene; American Heritage Center - Duplicating and Digitizing the Ludwig Photographic Collection.	\$	20,000
Susan B. Moldenhauer; Art Museum - Sculpture: A Wyoming Invitational.	\$	15,000
WYOMING DEPARTMENT OF AGRICULTURE, ANIMAL DAMAGE MANAGEMENT BOARD		
Matthew Kauffman; Zoology - Absaroka Elk Ecology Study.	\$	46,000
Matthew Kauffman; Zoology - Measuring Bear and Wolf Use in Areas of High Moose Calf Losses.	\$	28,750
WYOMING DEPARTMENT OF CORRECTIONS		
Steven William Butler; Wyoming Survey and Analysis Center - 2008 Wyoming Department of Corrections Annual Report Data Analysis and Consultation.	\$	5,000

WYOMING DEPARTMENT OF EDUCATION

Allen W. Trent; Educational Studies - Wyoming Teacher Policy Institute Program. \$ 53,427

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

Derek Charles Montague/Robert A. Field; Atmospheric Science - Upper Green River Basin Ozone Study. \$ 163,474

Mark A. Northam; School of Energy Resources - Advancement of Energy Resources. \$ 8,710,282

WYOMING DEPARTMENT OF FAMILY SERVICES

Mary Kay Wardlaw; Family and Consumer Sciences - Wyoming Food Stamp Nutrition Education 2009. \$ 2,371,226

WYOMING DEPARTMENT OF HEALTH

Rex Earl Gantenbein; Center for Rural Health Research and Education - Wyoming Telehealth Network Matching. \$ 100,000

Deborah Kay Fleming; Wyoming Institute for Disabilities - Wyoming Care with Confidence. \$ 150,000

William David Schaad; Wyoming Institute for Disabilities - Wyoming Hospital Preparedness Program. \$ 75,000

Michael D. Dorssom/Hristyan Beshkov/Bistra B. Anatchkova; Wyoming Survey and Analysis Center - Health Professionals Workforce Project. \$ 163,771

Robert K. Leduc/Hristyan Beshkov; Wyoming Survey and Analysis Center - Maintain the Chemical Testing Database Known as Ranger. \$ 939

Robert K. Leduc/Hristyan Beshkov; Wyoming Survey and Analysis Center - Ranger Lab Database 2009. \$ 6,000

WYOMING DEPARTMENT OF TRANSPORTATION

Gregory A. Jordan; Transit and Parking Services - Wyoming Rural Public Transportation Program Fiscal Year 2009. \$ 431,354

WYOMING FARMERS MARKET ASSOCIATION

Adrienne Ann Olson Tatman; Plant Sciences - Chef Demonstration. \$ 4,000

WYOMING GAME AND FISH DEPARTMENT

Douglas A. Keinath; Wyoming Natural Diversity Database - Assessment of Wildlife Vulnerability to Energy Development. \$ 15,797

Douglas A. Keinath/Hannah Rose Griscom/Gary P. Beauvais; Wyoming Natural Diversity Database - Monitoring Wyoming Birds 2008.	\$	2,000
Douglas A. Keinath; Wyoming Natural Diversity Database - Pocket Gopher Survey, Southwest Wyoming.	\$	19,686
Anna Lisa D. Chalfoun/Matthew Kauffman; Zoology - Influence of Energy Development on Non-Game Sagebrush Birds.	\$	26,368
Matthew Kauffman; Zoology - Assessment of Wildlife Vulnerability to Energy Development.	\$	15,797
Matthew Kauffman; Zoology - Moose Browse in Northwest Wyoming.	\$	26,265
Matthew Kauffman; Zoology - Pocket Gopher Survey, Southwest Wyoming.	\$	19,686
Steven William Buskirk/Matthew Kauffman; Zoology - Pygmy Rabbits and Sagebrush Habitats.	\$	29,031
Anna Lisa D. Chalfoun/Matthew Kauffman; Zoology - Small Mammal Distribution.	\$	81,938
WYOMING GOVERNOR'S OFFICE		
Sandra Lee Root-Elledge; Wyoming Institute for Disabilities - Council-Grandparents Training.	\$	58,384
Matthew Kauffman; Zoology - Devil's Canyon Bighorn Sheep Analysis.	\$	6,000
WYOMING HUMANITIES COUNCIL		
Peter A. Parolin; English - Rushdie Project.	\$	7,500
WYOMING STATE PARKS AND HISTORIC SITES		
Robert L. Kelly; Anthropology - Cultural Records Office Resource Internships.	\$	70,000
WYOMING WATER DEVELOPMENT COMMISSION		
Greg Lynn Kerr; Office of Water Programs - Office of Water Programs.	\$	165,000
Greg Lynn Kerr; Office of Water Programs - Water Research Program.	\$	300,000

TOTAL - Sponsored programs approved August 13, 2008 through October 14, 2008.	\$	29,564,979
TOTAL - Sponsored programs previously approved: 07/01/08 - 08/12/08.	\$	16,330,870
TOTAL - Sponsored programs approved July 1, 2008 through October 14, 2008.	\$	<u><u>45,895,849</u></u>

INSTITUTIONAL AWARD

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

William A. Gern/Robert Ballard; Vice President's Research Office - Great Plains Gasification (Fiscal Year 2009).	\$	5,000,000
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2. Committee of the Whole- CONSENT AGENDA
Personnel, Allen

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

A.Items for Action Recommended by the President

APPOINTMENTS

1. Faculty

It is recommended to the Trustees of the University of Wyoming that the following faculty appointments be approved as indicated.

Academic Affairs

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
<i>American Heritage Center</i>			
Francis, Matthew R.	Assistant Archivist	\$35,004/FY	09/15/2008 to 06/30/2009

Matthew Francis received a B.A. (2002) in History from Bluffton University, Ohio and an M.A. (2008) in Public History from Wright State University-Ohio. Mr. Francis has been an Archivist Intern at the American Jewish Archives since 2007.

College of Agriculture

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
<i>Department of Animal Science</i>			
Lake, Scott L	Assistant Professor	\$73,008/FY	09/02/2008 to 06/30/2009

Scott Lake received a B.S. (1998) and an M.S. (2001) in Animal Science from the University of Nevada-Reno and a Ph.D. (2005) in Animal Science from the University of Wyoming. Dr. Lake has been an Assistant Professor at Purdue University since 2005.

<i>Department of Veterinary Sciences</i>			
Yao, Chaoqun	Assistant Professor	\$82,008/FY	08/19/2008 to 06/30/2009

Chaoqun Yao received an M.D. (1986) from Tongji Medical University-China, and a Ph.D. (1995) in Veterinary Medicine from the University of Georgia-Athens. Dr. Yao has been an Associate Research Scientist at the University of Iowa since 2005.

College of Arts & Sciences

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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Department of Chemistry

Parkinson, Bruce A.	Professor	\$160,008/AY	08/19/2008 to 06/30/2009
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Bruce Parkinson received a B.S. (1972) in Chemistry from Iowa State University, and a Ph.D. (1977) in Chemistry from the California Institute of Technology-Pasadena. Dr. Parkinson has been a Professor of Chemistry at Colorado State University since 1991. Dr Parkinson is jointly appointed in the School of Energy Resources and the Chemistry Department with tenure.

Department of Music

Fadial, John M.	Associate Professor	\$70,008/AY	08/21/2008 to 06/30/2009
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John Fadial received a B.M. (1987) from North Carolina, an M.M. (1989) from Eastman School of Music, and a D.M.A. (1995) in Violin Performance from the University of Maryland, College Park. Dr. Fadial has been an Associate Professor of violin at the University of North Carolina at Greensboro since 2004. Dr. Fadial will be an Associate Professor with tenure in the Department of Music.

College of Engineering and Applied Science

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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Department of Chemical & Petroleum Engineering

Yin, Shunde	Assistant Professor	\$80,004/AY	08/21/2008 to 06/30/2009
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Shunde Yin received a B.S. (1999) in Civil Engineering from Shijiazhuang Railway University-China, an M.S. (2003) in Geotechnical Engineering from the Chinese Academy of Sciences-China, and a Ph.D. (2008) in Geotechnical Engineering from the University of Waterloo-Canada. Dr. Yin has been a Research Assistant at the University of Waterloo since 2004.

Department of Civil & Architectural Engineering

Megri, Ahmed C.	Associate Professor	\$75,000/AY	08/21/2008 to 06/30/2009
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Ahmed Megri received a B.S. (1988) in Building Engineering Services at the Institute of Building and Civil Engineering of Constantine, an M.S. (1990) and a Ph.D. (1995) in Thermal Engineering from the National Institute of Applied Science-France. Dr. Megri has been an Assistant Professor at Illinois Institute of Technology since 2000.

College of Health Sciences

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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School of Pharmacy

Das, Mita	Associate Professor	\$69,996/AY	08/19/2008 to 06/30/2009
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Mita Das received a B.S. (1980) in Chemistry, and M.S. (1982) and a Ph.D. (1990) in Biochemistry from the University of Calcutta-India. Dr. Das has been an Assistant Professor at the University of Colorado since 2001.

Zawada, W. Michael	Associate Professor	\$89,004/AY	08/21/2008 to 06/30/2009
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W. Michael Zawada received a B.A. (1987) in Biology from Hendrix College, and a Ph.D. (1993) in Physiology and Biophysics from the University of Arkansas. Dr. Zawada has been an Associate Professor at the University of Colorado Health Sciences Center since 2003.

2. Academic Professionals

It is recommended to the Trustees of the University of Wyoming that the following extended-term-track academic professional appointments be approved as indicated.

College of Agriculture

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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Cooperative Extension Service

Edwards, Jeffrey M.	Assistant Extension Educator	\$48,000/FY	10/20/2008 to 06/30/2009
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Jeffrey Edwards received a B.S. (1987) in Entomology from the University of Wyoming, and an M.S. (1991) in Entomology from Texas A&M University. Mr. Edwards has been the owner of the Windharvest Farms in Morrill, Nebraska since 2007.

Schamber, Robin A.	Assistant Extension Educator	\$46,704/FY	10/01/2008 to 06/30/2009
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Robin Chamber received a B.S. (1992) in Microbiology and an M.S. (1994) in Pathobiology from the University of Wyoming. Ms. Chamber has been a non-extended-term extension educator at the University of Wyoming since 2006.

College of Arts & Sciences

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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Department of Botany

Sivanpillai, Ramesh	Associate Research Scientist	\$56,496/AY	08/19/2008 to 06/30/2009
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Ramesh Sivanpillai received a B.S. (1987), an M.S. from the University of Wisconsin-Green Bay, and a Ph.D. (2002) in Forestry from Texas A&M University. Dr. Sivanpillai has been a research scientist in WYGISC at the University of Wyoming since 2002.

REAPPOINTMENTS

1. Administrators

It is recommended to the Trustees of the University of Wyoming that the reappointments for the following full-time administrators be approved as indicated.

College of Agriculture

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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Galey, Francis D.	Dean	\$187,416//FY	09/01/2008 to 08/31/2013
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Dr. Galey has served as Dean of Agriculture since 2001. This reappointment follows a formal review, conducted during the 2007-2008 academic year by a committee chaired by Dr. Audrey Shalinsky, Associate Dean of Arts and Sciences. The committee solicited input from stakeholders within the UW community and from Wyoming's agriculture industry. Dr. Galey's appointment as dean is at will, with another review due in five years. He retains a tenured appointment in Veterinary Sciences, at the rank of professor.

B. Items for Information

The changes in appointments and reappointments listed below are for the information of members of the Board of Trustees.

RESIGNATIONS

1. Faculty

College of Business

<u>Name</u>	<u>Rank</u>	<u>Employment Dates</u>
<i>Department of Economics & Finance</i>		
Sunderman, Mark A.	Professor	08/28/1986 to 08/31/2008

College of Law

<u>Name</u>	<u>Rank</u>	<u>Employment Dates</u>
Boomgaarden, Lynnette J.	Assistant Professor	08/30/2001 to 06/30/2009

CHANGES IN APPOINTMENTS

1. Faculty

College of Arts & Sciences

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
<i>American Studies Program</i>			
Knobloch, Frieda E.	Associate Professor	\$68,700/AY	09/01/2008 to 06/30/2009
Professor Knobloch ends her appointment as Director and continues as a tenured Associate Professor in American Studies.			
Sandeen, Eric J.	Director	\$109,332/AY	09/01/2008 to 06/30/2009
Professor Sandeen is serving as Director for a three-year term.			
<i>Department of Statistics</i>			
Anderson-Sprecher, Richard	Department Head	\$105,024/AY	09/01/2008 to 06/30/2009
Professor Anderson-Sprecher will serve as Department Head in the Department of Statistics for a three-year term.			
<i>Department of Statistics</i>			
Bieber, Stephen L.	Professor	\$103,212/AY	09/01/2008 to 06/30/2009
Professor Bieber ends his appointment as Department Head and continues as a tenured Professor of Statistics.			
<i>International Studies Program</i>			
Garrison, Jean A.	Director	\$85,596/AY	09/01/2008 to 06/30/2009
Professor Garrison will serve as Director of International Studies for a three-year term.			

Religious Studies Program

Flesher, Paul V.M. Associate Professor \$83,292/AY 09/01/2008 to 06/30/2009
Professor Flesher ends his appointment as Director for Religious Studies and continues as a tenured Associate Professor of English.

College of Health Sciences

Name Rank Salary Appointment Period

Family Practice Residency Program - Casper

Trent, Stephan N. Director \$180,264/FY 06/01/2008 to 06/30/2009
Professor Trent is serving as Director of the Family Practice Residency Program in Casper.

LEAVES OF ABSENCE WITHOUT PAY

1. Faculty

College of Engineering and Applied Science

Name Rank Leave Dates

Department of Computer Science

Gamboa, Ruben Associate Professor 01/12/2009 to 05/09/2009

GLOSSARY OF PERSONNEL TERMS

Academic Professional

Person other than faculty, engaged primarily in activities that extend and support the teaching, research, extension, and service missions of the University. There are four categories of academic professional: Extension Educators, Lecturers, Research Scientists, Post-Doctoral Research Associates. Individuals belonging to any of the first three categories can hold extended-term-track appointments under certain conditions.

Academic-Year (AY) Appointments

Appointments in which the regular period of employment includes the fall and spring semesters (nine months) of each year, with no accrual of vacation leave. Most faculty members and academic professionals hold AY appointments. AY employees typically receive their nine-month salaries and benefits spread out over the 12 months of each calendar year.

Adjunct Faculty

An adjunct appointment is the appointment of an individual to an academic unit that recognizes special discipline-related expertise but carries no financial obligation per se. Adjunct appointments can include qualified non-academic personnel or faculty with other academic affiliations. Adjunct appointments carry no rights to remuneration, tenure, or employment-related privileges and are normally for three years, with renewal possible.

Archives Faculty

This special faculty designation is reserved for archivists of the American Heritage Center. Archivists are responsible for acquiring original resource material to support academic research and teaching, organizing the material physically and intellectually, and teaching faculty, students and others to use these materials. There are three archivist ranks: Assistant Archivist, Associate Archivist, Archivist.

Assistant Professor

Indicates tenure-track appointments of individuals who hold the terminal degree in their discipline. This is the usual entry-level faculty rank.

Associate Professor

In addition to the qualifications of an Assistant Professor, Associate Professors have established a strong reputation in scholarship and teaching. Generally, faculty hired as Assistant Professors are promoted to the rank of Associate Professor at the time tenure is granted.

Clinical Faculty

Clinical faculty appointments allow experts in health-related fields to contribute to the training of UW students in allied disciplines. Clinical appointments are for at most one year at a time and carry no rights to tenure or extended terms. Clinical faculty members may be salaried members of the UW faculty, in which case their reappointment is subject to annual performance reviews. There are also adjunct clinical faculty appointments, which typically involve health-care professionals whose normal employment is outside the university. Adjunct clinical appointments carry no financial commitment from the University.

Emeritus Faculty

Tenured faculty who retire after long and distinguished service are eligible for emeritus status upon their retirement. The designation is honorary and carries no necessary commitment of space or remunerative employment. By analogy, extended-term academic professionals may be eligible for emeritus status upon retirement. (Emeritus=masculine, emerita=feminine, emeriti=plural)

Extended-Term Appointment

Academic professionals who have successfully completed probationary terms (usually six years) may receive six-year appointments called extended-term appointments. The term also applies to certain librarians and archivists who hold faculty status. These employees are eligible for extended-term appointments after five-year probationary periods. Extended terms for these employees are five years in length. Academic professionals, librarians, and archivists who are in the probationary period are on the extended-term-track.

Extension Educator

These academic professionals provide non-credit education to off-campus clientele through UW's Cooperative Extension Service. There are three ranks of Extension Educators: Assistant University Extension Educator, Associate University Extension Educator, Senior University Extension Educator. All Extension Educators are in the College of Agriculture.

Faculty

Members of the permanent faculty include tenured or tenure-track Assistant Professors, Associate Professors, and Professors. Also included are tenure-track individuals who hold the rank of Instructor while completing their terminal degrees. Librarians and archivists also hold faculty status. They are eligible for extended terms instead of tenure.

Fiscal-Year (FY) Appointments

Appointments in which the regular period of employment is the entire calendar year, with accrual of annual vacation leave. Faculty members who hold administrative positions with summer responsibilities often have FY appointments for the duration of their administrative terms.

Full-Time Equivalent (FTE)

A measure of the time commitment expected of an employee or a set of employees. For example, two full-time employees or four half-time employees constitute 2.0 FTE.

Instructor

Tenure-track faculty member who does not yet hold the terminal degree in the appropriate field. UW requires verification of degrees in the form of official transcripts. UW does not grant tenure to faculty members who hold Instructor status at the time of the decision.

Leave of Absence Without Pay

Academic and administrative personnel may request leaves without pay for periods normally not in excess of one year, for purposes consistent with the professional enhancement of the employee and the advancement of the University's stature.

Lecturer

A category of academic professional involved largely in classroom instruction. Lecturers may be appointed to three ranks: Assistant Lecturer, Associate Lecturer, Senior Lecturer.

Library Faculty

This faculty designation applies to employees of the University Libraries. There are three ranks of library faculty: Assistant Librarian, Associate Librarian, Librarian.

Part-Time Employee

Any employee holding less than a full-time equivalent position (FTE less than 1.0).

Post-Doctoral Research Associate

Post-Docs are doctorally qualified academic professionals seeking greater professional development and research investigation, before obtaining permanent employment. Post-Doctoral appointments are temporary.

Probationary Faculty

This term refers to tenure-track faculty members who are working toward tenure and to academic professionals, library faculty, and archive faculty who are working toward extended-term contracts. The probationary term for academic professionals is generally six years, with yearly reviews and re-appointments. For librarians and archivists, it is five years. Faculty members who are on tenure-track appointments typically undergo the review for tenure in the sixth year of employment.

Professional Development Leave

Extended-term academic professionals who have completed six years of service at the University are eligible for professional development leave. The purpose of development leave is to enhance performance, to conduct special studies, or in some other way to enhance an individual's ability to contribute to the University. Development leaves can be granted with or without pay, are the prerogative of the academic unit in which the academic professional is located, and are generally similar to sabbatical leaves for faculty.

Professor

In addition to the qualification of an Associate Professor, "full" Professors have attained wide recognition in their professional fields for scholarship or other creative activity and have gained recognition for superior teaching and service.

Research Professor

Person with demonstrated superior capacity for research contributions, who is employed solely on external funds, and who holds a terminal degree. These appointments are made only at the Professor level and for not more than one year at a time. They are renewable.

Research Scientist

An academic professional whose primary responsibility is to conduct research. There are three ranks for Research Scientists: Assistant Research Scientist, Associate Research Scientist, Research Scientist.

Review Year

Year in which a reappointment review occurs for probationary employees. Normally, tenure-track faculty members undergo mandatory reappointment reviews in their first, second, and fourth years, with optional reviews in the third and fifth years. A review for the tenure decision occurs no later than the sixth year. An explanatory flow chart appears at the end of this glossary. In some cases employees start with credit toward a tenure or extended-term decision, based on their previous experience. In these cases the review year is the number of years of service at UW plus the number of years of credit.

Sabbatical Leave

Sabbatical leave may be granted to any tenured member of the faculty for the purposes of increasing professional competence and usefulness to the University. A minimum of six years service at the University must precede each period of sabbatical leave, although no right accrues automatically through lapse of time. Sabbatical leaves are normally granted for either a half year (full pay) or a full year (60% of salary). A faculty member who fails to return to the University after a sabbatical leave must repay the amount of compensation received from the University during the sabbatical. Faculty members may not use sabbatical leaves to pursue degrees.

Temporary Appointment

A short-term appointment without rights to tenure or extended term. Most temporary appointments are for one semester or one academic year.

Tenure-Track Appointment

Indicates a probationary faculty appointment prior to the award of tenure. Tenure-track positions generally require six years to tenure, but fewer years may be required based upon level of previous experience and accomplishments.

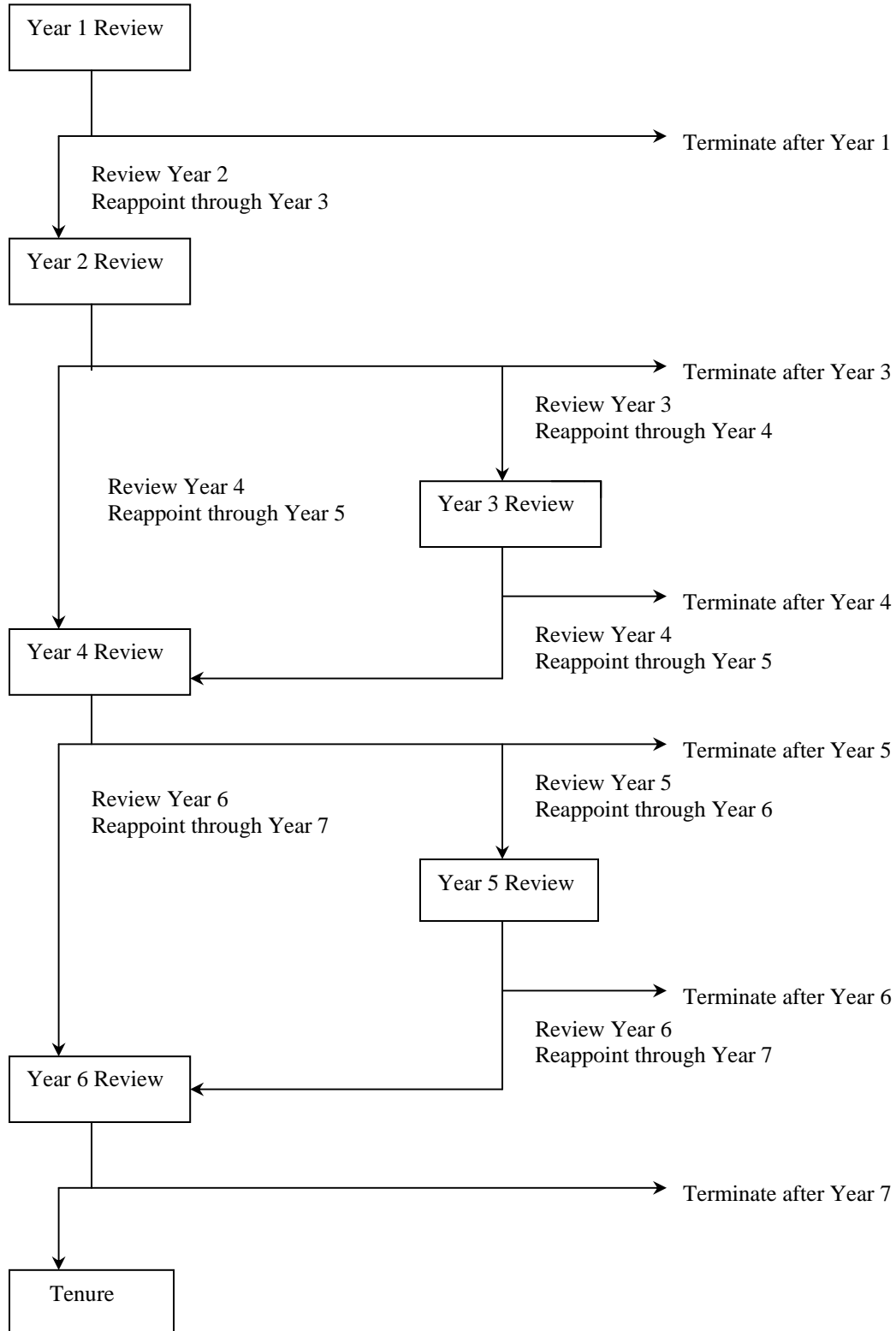
Terminal Degree

Typically the highest earned degree in a field of study. Examples include the Ph.D. (a variety of fields), the M.D. (medicine), the Ed.D. (education), M.F.A. (fine arts), M.Arch. (architecture), and J.D. (law).

Visiting Appointment

Indicates a non-permanent, non-tenure-track faculty appointment. Most visiting appointments are for one year.

FLOW CHART FOR FACULTY REAPPOINTMENTS



3. Committee of the Whole- CONSENT AGENDA
Annual Audited Financial Reports, Lowe

CHECK THE APPROPRIATE BOX(ES):

- Work Session
- Education Session
- Information Item
- Other Specify: Committee of the Whole (Consent Agenda)

4. Committee of the Whole- CONSENT AGENDA
FY09 Budget Increase Authorization, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
- Education Session
- Information Item
- Other Specify: Committee of the Whole (Consent Agenda)

5. Committee of the Whole- CONSENT AGENDA
FY09 Block Grant Expenditures, Harris/Miller
A.Clean Coal Project
B.NCAR Project

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

6. Committee of the Whole- CONSENT AGENDA
Construction Issues, Harris
A.CMAR for War Memorial Stadium Project
B.Site Location for Visual Arts Facility

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

7. Committee of the Whole- CONSENT AGENDA
Employee Assistance Program for UW, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

8. Committee of the Whole- CONSENT AGENDA
Elimination of Educational Specialist Degrees, Abnerthy

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Committee of the Whole (Consent Agenda)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The Education Specialist (Ed.S.) degree and the Doctor of Education do not differ appreciably in requirements. Current student and market demand favor the Ed.D. and the Ph.D. Two departments have requested elimination of the Ed. S degree from the Master List of degrees.

Prior Related Board Discussions/Actions:

None

WHY THIS ITEM IS BEFORE THE BOARD:

The Board of Trustees approves eliminations of titles of degrees and majors.

ARGUMENTS IN SUPPORT:

The Ed.S. degree in Educational Leadership has been replaced by the Doctor of Education degree requirements for the superintendent's endorsement certification by the Wyoming Professional Teaching Standards Board. The department has been phasing out the program over the past several years such that no new students are admitted and the last class will graduate in May 2008.

The Ed.S. degree in Special Education has not been offered in the last eleven years. Coursework is no longer offered. The degree qualified graduates to serve as Educational Diagnosticians, a position that no longer exists.

The proposals for elimination have been reviewed and approved by the faculty of the awarding departments, the College of Education Leadership Council and the Dean, the Dean of the Graduate School and the Provost and Vice President for Academic Affairs.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

The proposed elimination of the Education Specialist degrees in Special Education and Educational Leadership have been placed on the consent agenda for approval by the Board.

PRESIDENT'S RECOMMENDATION:

President Buchanan recommends immediate approval.

9. Committee of the Whole- CONSENT AGENDA

Amendments to Coaches' Supplemental Retirement Plans, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
- Education Session
- Information Item
- Other Specify: Committee of the Whole (Consent Agenda)

Materials will be distributed to the Board in advance of the meeting.

1. INFORMATION ONLY ITEM:
Progress Report/Change Orders, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

Capital Construction
Progress Report as of October 20, 2008

The following gives an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. Archaeological and Anthropological Resource Facility (AARF)

Contractor	Sletten Construction of Wyoming, Inc. Cody, WY
Bid Price	\$11,157,000
Contract Substantial Completion Date	March 1, 2007
Extended	May 26, 2007

(In Thousands)	Total	Admin	Constr	Design	FF&E	Misc	Cntngey
Budget	15,641	462	11,431	1,089	1,580	544	535
Expended	14,907	326	11,431	1,089	1,171	468	422
Obligated	251	0	0	0	214	37	0
Un-obligated	483	136	0	0	195	39	113

Remarks Some final warranty work for the building is currently being completed. The museum design and installation is progressing but due to the method of the information gathering and design the completion date for all of the exhibits may be extended to 2009. There are a few remaining displays that need to be designed. The exhibits in the hallway cases will be installed over the next few months as they are continually developed. The exhibit walls, lighting, ceiling and murals in the museum have been installed and work on the dioramas is complete.

2. Indoor Practice Facility

Design/Builder	Delta Construction, Inc./Hall-Irwin Corp Laramie, WY/Milliken, CO
Guaranteed Maximum Price	\$9,933,000
Contract Substantial Completion Date	May 22, 2007
Extended	August 16, 2007

(In Thousands)	Total	Admin	Constr	Cntngcy
Budget	10,529	99	9,933	497
Expended	10,785	99	10,189	497
Obligated	17	0	17	0
Un-obligated	-273	0	-273	0

Remarks The design/builder is working on a few remaining interior and exterior punch list items. Landscape work is complete with a few punch list items remaining.

3. Information Library and Learning Center (ILLC)

Construction Manager at Risk	FCI Constructors, Inc. Longmont, CO
Guaranteed Maximum Price	\$38,075,000
Contract Substantial Completion Date	August 31, 2009

(In Thousands)	Total	Admin	Constr	Design	FF&E	Misc	Cntngcy
Budget	50,030	1,346	38,075	2,700	4,430	1,788	1,691
Expended	29,463	475	24,221	2,385	1,694	688	0
Obligated	15,302	0	15,209	93	0	0	0
Other Funding	2,294	0	2,294	0	0	0	0
Un-obligated	7,559	871	939	222	2,736	1,100	1,691

Remarks Finish work has started in the addition. Painting has begun on level 1 and gypsum board is being installed on level 2. Mechanical rough-ins and metal framing on the upper two levels are approximately 90% complete. Masonry and roofing is nearly completed on the exterior. Windows and curtain walls are approximately 80% complete. Renovation and modifications to the walk way between the Library and Union is completed except for landscaping. Renovation work on the 3rd and 4th levels of the 50's addition is in its final phases and is scheduled to be completed by the end of October. The first phases of shelving and collection moves have been completed and the second phases due to start in November.

4. Information Technology Facility

Construction Manager at Risk	Haselden Construction/Pope Construction Centennial, CO/Mills, WY
Guaranteed Maximum Price	\$25,931,436
Contract Substantial Completion Date	December 5, 2008

(In Thousands)	Total	Admin	Constr	Design	Tech	FF&E	Misc	Cntngcy
Budget	34,941	1,084	26,000	2,347	1,333	2,172	791	1,214
Expended	25,401	269	22,716	2,205	8	17	186	0
Obligated	3,986	0	3,222	76	688	0	0	0
Un-obligated	5,554	815	62	66	637	2,155	605	1,214

Remarks The building is fully enclosed and most of the exterior work is complete. The landscaping and exterior detailing will be fully complete around mid November. The Central Machine Room (CMR, the main computing center) on the second floor is the first phase of the interior to finish. The commissioning of the electronic and air handling systems is underway and is scheduled to be complete in mid November. The remaining areas of the building to be completed in order are the second and third floors, first floor and basement, and finally the main lobby. Most of the second and third floor rooms are complete and ready for furniture. The move of the computer network servers will occur in December during the semester break.

5. College of Business

Construction Manager at Risk	Adolfson & Peterson Construction Aurora, CO
Guaranteed Maximum Price	\$44,188,467
Contract Substantial Completion Date	April 27, 2010 except for Landscaping June 15, 2010 for the Landscaping

(In Thousands)	Total	Admin	Constr	Design	Tech	FF&E	Misc	Cntngcy
Budget	57,572	1,529	44,017	3,641	2,746	2,974	794	1,871
Expended	6,801	336	3,528	2,486	0	0	18	433
Obligated	41,400	0	40,661	739	0	0	0	0
Other Funding	193	0	193	0	0	0	0	0
Un-obligated	9,564	1,193	21	416	2,746	2,974	776	1,438

Remarks The interior demolition of the existing building has been completed. Utility rough-ins are underway and metal framing has begun on the upper two levels. The excavation and shoring for the addition is complete and drilled piers for the

foundation system installed. Form work for interior tie beams and foundation walls is under way.

6. Police Facility Renovation

Contractor Shepard Construction, Inc.
 Rawlins, WY
 Bid Price \$1,470,475
 Contract Substantial Completion Date March 13, 2009

(In Thousands)	Total	Admin	Constr	Design	Tech	Property	Misc	Cntngcy
Budget	2,564	45	1,470	127	60	750	47	65
Expended	1,010	22	154	84	0	750	0	0
Obligated	1,359	0	1,316	43	0	0	0	0
Un-obligated	195	23	0	0	60	0	47	65

Remarks The contractor has completed the interior demolition and has poured the foundation walls for the addition. They are in the process of installing interior wall framing, rough-in plumbing and electrical.

7. College of Law – Moot Court

Construction Manager at Risk Drahota Commercial, LLC
 Fort Collins, CO
 Guaranteed Maximum Price \$3,693,215
 Contract Substantial Completion Date May 1, 2009

(In Thousands)	Total	Admin	Constr	Design	FF&E	Misc	Cntngcy
Budget	4,945	135	3,710	468	189	90	353
Expended	503	21	216	266	0	0	0
Obligated	3,595	0	3,477	118	0	0	0
Un-obligated	847	114	17	84	189	90	353

Remarks The demolition phase of construction was completed in August. The excavation and foundation work is underway with steel erection to follow.

CHANGE ORDERS

1. Archaeological and Anthropological Resource Center (AARF)

Statement of Contract Amount

Original Contract	\$11,157,000.00
Change Order 1-31	+ 373,824.95
Adjusted Contract	\$11,530,824.95

2. Indoor Practice Facility

Statement of Contract Amount

Original Contract	\$ 9,933,000.00
Change Order 1-6	+ 365,955.00
Adjusted Contract	\$10,298,955.00
Plus 81 calendar days	

3. Information Library and Learning Center (ILLC)

Item 1 Relocate existing City water meter vault	Add:	27,217.15
Item 2 Modify vault access stairs to increase headroom clearance	Add:	7,122.73
Item 3 Provide phone jack in server room 633B and modify curtain wall	Add:	0.00
Item 4 Modify transom glass above doors to align with ceiling height	Deduct:	55.00
Item 5 Provide hydraulic dock lift	Add:	22,921.72
Item 6 Provide electrical floor boxes in conference room	Add:	6,437.45
Item 7: Delete exterior stone cleaning on existing building	Deduct:	15,000.00
	<u>Total Change Order No. 10</u>	Add: \$48,644.05
Item 1 Provide new telephone and data connections- History Bldg	Add:	10,398.42
Item 1 Provide door modifications per Fire Marshall request	Add:	15,755.84
	<u>Total Change Order No. 11</u>	Add: \$26,154.26

Statement of Contract Amount

Original Contract	\$38,075,000.00
Change Order 1-11	+ 1,355,039.36
Adjusted Contract	\$39,430,039.36

4. Information Technology Facility

Statement of Contract Amount

Original Contract	\$25,931,436.00
Change Order	+ 0.00
Adjusted Contract	\$25,931,436.00

5. College of Business

Statement of Contract Amount

Original Contract	\$44,187,467.00
Change Order	+ 0.00
Adjusted Contract	\$44,188,467.00

6. Police Facility Renovation

Statement of Contract Amount

Original Contract	\$1,470,475.00
Change Order	+ 0.00
Adjusted Contract	\$1,470,475.00

7. College of Law – Moot Court

Statement of Contract Amount

Original Contract	\$3,693,215.00
Change Order	+ 0.00
Adjusted Contract	\$3,693,215.00

2. INFORMATION ONLY ITEM:
Quarterly Report on Investments, Lowe

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

UNIVERSITY OF WYOMING
FIXED INCOME INVESTMENTS - COST BASIS
SUMMARY FOR THE PERIOD 7/1/08 - 9/30/08

	<u>University Managed</u>	
	Prior Quarter 6/30/2008	Current Quarter 9/30/2008
Current Unrestricted, Auxiliary & Other Funds	96,331,748	106,969,428
Excellence in Higher Education	3,913,385	3,665,207
Other Restricted Funds	3,023,211	2,574,739
Unrestricted Gifts and Grants	9,010,655	9,417,292
Contract and Grants	24,445,890	21,698,568
Student Loans	5,015,560	5,386,540
Bond Series 2005 Construction Funds	3,037,139	2,967,907
Plant Funds	25,126,206	24,234,104
Agency Funds	69,668	180,841
APHEC	96,851	0
Total Pooled Investments	<u>170,070,313</u>	<u>177,094,626</u>
Average Return - Pooled Investments	<u>3.41%</u>	<u>2.93%</u>
Merrill Lynch FlexiCash Program – Bank of New York Custodian (US Agency Securities investments poolwith daily access)	34,800,000	49,200,000
Certificate of Deposit	2,400,000	2,400,000
Gov't Sponsored Enterprises Discount Notes	<u>132,870,313</u>	<u>125,494,626</u>
Total Investments	<u>170,070,313</u>	<u>177,094,626</u>

Investments are changed every Monday for increases or decreases in available cash, regardless of the amount. Investments are changed on any day on which the increase or decrease is a minimum of \$10,000.

3. INFORMATION ONLY ITEM:

Internal Audit Activity for April 1-September 30, 2008, Jacobson

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

**INTERNAL AUDIT ACTIVITY CONDUCTED IN ACCORDANCE WITH THE AUDIT PLAN
FOR THE PERIOD APRIL 1 TO SEPTEMBER 30, 2008.**

The following audits and related activities have been completed:

1. The Cowboy Joe Club has been audited and financial statements have been prepared for the fiscal year ending June 30, 2008. The Annual Financial Report is on the following pages.
2. The University of Wyoming Alumni Association has been audited and financial statements have been prepared for the fiscal year ending June 30, 2008. The Annual Financial Report is on the following pages.

The following audits and related activities are in progress:

1. Community Service Education is being audited.
2. The audit of Dining Services has been completed and the report is being finalized.
3. The scholarship audit is in progress.
4. The NCAA rules compliance audit in the following areas: Camps and Clinics, Coaching Staff Limits and Contracts, Playing and Practice Seasons, and Certification of Compliance for the 2007-08 academic year has been completed and the report has been drafted.
5. Van Jacobson and Jim Byram have been participating in the upgrade and maintenance of the PeopleSoft Financial Management System. The goals in this area are to evaluate the controls and functionality that are being configured into these systems, as they are being upgraded or modified and to monitor previously identified problem areas on a monthly basis.

Audit recommendations from the following audits have been fully implemented:

1. The Cheyenne Family Practice audit report that was issued in June of 2007.

Audit recommendations from the following audits have not been fully implemented:

1. The Stores and Reimbursable Labor audit report was issued in April of 2003. All recommendations have been implemented except old accounts receivable from other UW departments amounting to \$219,000 were uncollected. Payments of \$23,000 and adjustments of \$22,000 have reduced this to \$174,000. The Director of Physical Plant and Associate Vice President of Administration will continue to work with the Vice President of Administration and others to resolve these accounts receivable during fiscal year 2008-09.

COWBOY JOE CLUB

COWBOY JOE CLUB

ANNUAL FINANCIAL REPORT

June 30, 2008

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SCHEDULE IV - OTHER REVENUE AND EXPENSES

**COWBOY JOE CLUB
BALANCE SHEETS
JUNE 30, 2008 AND 2007**

	2008	Cowboy Joe	Club	2008 University of Wyoming		
	Unrestricted Operating Fund	Restricted Funds	Endowment Funds	Unrestricted Operating Fund	2008 Total	2007 Total
ASSETS						
Cash on deposit with the University of Wyoming	\$ 1,289,563	\$	\$	\$ (30,678)	\$ 1,258,885	\$ 756,070
UW Foundation investment	16,774	29,928			46,702	172,171
UW Foundation investment-true endowments			537,863		537,863	583,738
UW Foundation investment-quasi endowments			543,014		543,014	718,868
Cash value of life insurance policies	279,198				279,198	289,206
Accounts receivable	41,148	18,050			59,198	74,799
Membership Pledges Receivable net of allowance for uncollectible pledges of \$98,191 and \$83,627	174,006				174,006	301,598
Prepaid expenses	14,100				14,100	3,037
Equipment and automobiles, at cost, less accum- ulated depreciation of \$62,765 and \$48,190	48,058				48,058	29,215
Inter-Fund balances	(181,401)	150,723		30,678	0	0
Total assets	\$1,681,446	\$ 198,701	\$1,080,877	\$ 0	\$ 2,961,024	\$ 2,928,702
LIABILITIES AND FUND BALANCES						
Accounts payable	\$ 92,521	\$	\$	\$	\$ 92,521	\$ 58,109
Deferred revenue					0-	21,068
Accrued compensated absences				31,514	31,514	24,384
Other post-employment benefits				1,908	1,908	3,533
Total liabilities	92,521	-	-	33,422	125,943	107,094
Fund balances	1,588,925	198,701	1,080,877	(33,422)	2,835,081	2,821,608
Total liabilities and fund balances	\$ 1,681,446	\$ 198,701	\$1,080,877	\$ 0	\$ 2,961,024	\$ 2,928,702

The notes to financial statements are an integral part of this statement.

COWBOY JOE CLUB
STATEMENTS OF REVENUE AND EXPENSES
JUNE 30, 2008 AND 2007

	2008	Cowboy Joe	Club	2008 University of Wyoming		
	Unrestricted	Restricted	Endowment	Unrestricted	2008	2007
	Operating	Funds	Funds	Operating	Total	Total
	Fund			Fund		
REVENUE						
Memberships - cash	\$ 1,925,294	\$ 193,408	\$	\$	\$ 2,118,702	\$1,647,276
Memberships - Steer-A-Year		85,239			85,239	85,733
Memberships - gifts-in-kind	682,550	22,851			705,401	445,971
Donations	150	100,992	1,000		102,142	185,835
Fund raising activities (Schedule III)	810,776	25,023			835,799	781,877
Investment income	72,132	33,169			105,301	101,694
Realized Gains (Losses) on Investments			(8,242)		(8,242)	(19,496)
Unrealized Gains (Losses) on Investments			(89,602)		(89,602)	139,124
Other (Schedule IV)	(8,040)				(8,040)	19,979
Total revenue	3,482,862	460,682	(96,844)	0	3,846,700	3,387,993
EXPENSES						
Support of University of Wyoming Programs:						
Athletic Department (Schedule I)	1,517,317	389,273			1,906,590	1,374,568
Athletic Department - gifts-in-kind (Schedule II)	489,585				489,585	287,289
Other (Schedule II)	12,527	41,091			53,618	40,836
Fund raising activities (Schedule III)	340,955	38,752			379,707	364,728
Fund raising - gifts-in-kind (Schedule III)	192,965	22,851			215,816	158,684
Awards and membership benefits	130,890	4,108			134,998	98,955
Postage	421			36,576	36,997	24,650
Printing	30,823				30,823	23,522
Promotion	54,508				54,508	52,915
Salaries				382,689	382,689	310,990
Travel	33,534				33,534	18,030
Other (Schedule IV)	87,314			12,473	99,787	74,096
Depreciation	14,575				14,575	14,999
Total expenses	2,905,414	496,075	0	431,738	3,833,227	2,844,262
REVENUE OVER (UNDER) EXPENSES	\$ 577,448	\$ (35,393)	\$ (96,844)	\$ (431,738)	\$ 13,473	\$ 543,731

The notes to financial statements are an integral part of this statement.

**COWBOY JOE CLUB
STATEMENTS OF CHANGES IN FUND
BALANCES
JUNE 30, 2008 AND 2007**

	2008 Unrestricted Operating Fund	Cowboy Joe Restricted Funds	Club Endowment Funds	2008 University of Wyoming Unrestricted Operating Fund	2008 Total	2007 Total
REVENUE						
Revenue	\$ 3,482,862	\$ 460,682	\$ (96,844)	\$	\$ 3,846,700	\$ 3,387,993
EXPENSES						
Expenses	(2,905,414)	(496,075)	0	(431,738)	(3,833,227)	(2,844,262)
Net increase (decrease) before transfers	577,448	(35,393)	(96,844)	(431,738)	13,473	543,731
TRANSFERS						
Transfers to Endowment Fund	(25,115)		25,115		0	0
Transfers from Endowment Fund	150,000		(150,000)		0	0
Transfers to University Operating Fund	(426,233)			426,233	0	0
NET INCREASE (DECREASE) FOR THE PERIOD	276,100	(35,393)	(221,729)	(5,505)	13,473	543,731
FUND BALANCES, BEGINNING	1,312,825	234,094	1,302,606	(27,917)	2,821,608	2,277,877
FUND BALANCES, ENDING	\$ 1,588,925	\$ 198,701	\$ 1,080,877	\$ (33,422)	\$ 2,835,081	\$ 2,821,608

The notes to financial statements are an integral part of this statement.

COWBOY JOE CLUB
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

COWBOY JOE CLUB UNRESTRICTED OPERATING FUND

The operating transactions of Cowboy Joe Club are reported in the Cowboy Joe Club Unrestricted Operating Fund. Cash on deposit with the University of Wyoming that is reported in this fund are Cowboy Joe Club accounts that are under the Club's control and have not been donated to the University.

COWBOY JOE CLUB RESTRICTED FUNDS

This fund group consists of contributions to Cowboy Joe Club that may only be utilized in accordance with the purposes established by the donors. Restricted donations are recorded as revenue when received. Expenses are recognized when the funds are transferred to the University or are expended for the purpose established by the donor.

COWBOY JOE CLUB ENDOWMENT FUNDS

This fund group consists of the Cowboy Joe Club Scholarship and Permanent Endowment Trust Fund and endowments restricted to scholarships. Only the interest from the endowed funds can be utilized for the purposes established for each fund. In no event may the corpus of true endowments created by donors be invaded. The Cowboy Joe Club Board of Directors created the quasi endowment.

UNIVERSITY OF WYOMING UNRESTRICTED OPERATING FUND

Accounts that are owned by the University of Wyoming for the benefit of the Club are reported in this fund group for the purpose of providing more complete information about the Club's operations. Transactions of this fund group include the Club's administrative salaries and other operating expenses that are incurred while performing the various functions of the Club. These accounts are funded exclusively from funds generated by the Club.

MEMBERSHIPS - CASH

Membership pledges are recorded as an asset and membership revenue is recognized for financial statement purposes when membership pledges are received.

MEMBERSHIPS - GIFTS-IN-KIND

Membership pledges for gifts-in-kind (donations of goods and services) are not recorded as an asset or revenue for financial statement purposes when pledges are received. Gifts-in-kind membership revenue and expenses are recorded in the period the gifts-in-kind are received.

EQUIPMENT AND AUTOMOBILES

These assets are recorded at cost or market value at the date of gift. Depreciation is calculated on the straight-line method based on the estimated useful lives of the assets.

INVESTMENTS AT UNIVERSITY OF WYOMING FOUNDATION

Cowboy Joe Club investments held at the University of Wyoming Foundation are recorded at market value for financial statement purposes.

Note 2. INCOME TAXES

The Club is exempt from paying Federal income taxes under section 501 (C) (3) of the Internal Revenue Code.

Note 3. COMMITMENTS

CLUB OPERATING EXPENSES

The Club's administrative salaries and operating expenses are paid through University owned accounts that are funded entirely by the Club. These expenses amounted to \$426,233 for the year ending June 30, 2008.

ATHLETIC DEPARTMENT SUPPORT

The Club has made a commitment to provide financial support to the Athletic Department in the amount of \$1,600,000 for the period beginning on July 1, 2008 and ending June 30, 2009.

**COWBOY JOE CLUB
SUPPORT OF UNIVERSITY OF WYOMING
PROGRAMS
JUNE 30, 2008 AND 2007**

Schedule I

	2008 Cowboy Joe Club Unrestricted Operating Fund	2008 Cowboy Joe Club Restricted Funds	2008 Total	2007 Total
ATHLETIC SUPPORT - SUPPORT BUDGET				
Grants and aids	\$ 1,150,000	\$ 150,000	\$ 1,300,000	\$ 1,007,500
Miscellaneous	31,734		31,734.00	21,592.00
Moving expenses	19,621		19,621.00	5,575.00
Total	1,201,355	150,000	1,351,355	1,034,667
ATHLETIC SUPPORT - OTHER				
Athletics Capital Campaign			0	43,353
Automobile insurance	25,765		25,765	25,671
Awards	75,894		75,894	36,418
Basketball Men's Team		4,130	4,130	556
Basketball Women's Team		173	173	26,725
Block & Bridle			0	2,830
Coaches Circle			0	25,000
Football Team	139,855		139,855	946
Golf Team		12,351	12,351	48,790
Other	35,250	9,013	44,263	22,141
Scholarships	39,198	158,294	197,492	31,376
Soccer Team		5,486	5,486	3,346
Swimming Team		16,375	16,375	27,728
Tennis Team		2,354	2,354	1,224
Track Team		13,368	13,368	2,832
Weight Room		2,200	2,200	0
Women's Golf Team			0	22,976
Wrestling Team		15,529	15,529	17,989
Total	315,962	239,273	555,235	339,901
TOTAL ATHLETIC DEPARTMENT SUPPORT	\$ 1,517,317	\$ 389,273	\$ 1,906,590	\$ 1,374,568

**COWBOY JOE CLUB
 SUPPORT OF UNIVERSITY OF WYOMING
 PROGRAMS
 JUNE 30, 2008 AND 2007**

Schedule II

	2008 Cowboy Joe Club Unrestricted Operating Fund	2008 Cowboy Joe Club Restricted Funds	2008 Total	2007 Total
ATHLETIC DEPARTMENT GIFTS-IN-KIND				
Advertising	\$ 114,201	\$	\$ 114,201	\$ 9,657
Automobile	339,894		339,894	227,647
Food and beverage			0	2,247
Lodging	12,119		12,119	2,135
Medical	5,188		5,188	6,340
Other	18,183		18,183	39,262
Total	\$ 489,585	\$ 0	\$ 489,585	\$ 287,288

UNIVERSITY SUPPORT - OTHER				
Academic Counselor	\$	\$	\$	\$ 18
Animal Science	4,000	2,642	6,642	5,485
Block and Bridle	1,527	6,990	8,517	1,500
Cheerleaders/Wildfire		30,529	30,529	25,143
Hall of Fame	1,000		1,000	500
Rodeo Team	6,000	930	6,930	8,190
Total	\$ 12,527	\$ 41,091	\$ 53,618	\$ 40,836

COWBOY JOE CLUB
FUND RAISING ACTIVITIES REVENUE
AND EXPENSES
JUNE 30, 2008 AND 2007

	2008 Cowboy Joe Club Unrestricted Operating Fund	2008 Cowboy Joe Club Restricted Fund	2008 Total	2007 Total
FUND RAISING ACTIVITIES - REVENUE				
Auction	\$ 358,739	\$	\$ 358,739	\$ 335,752
Bobbleheads			0	60
Golf tournaments	404,973		404,973	362,339
Golf merchandise	1,623		1,623	6,040
Hospitalities	8,751		8,751	6,796
Stadium seats	36,690		36,690	27,680
Steer-A-Year - gain on sale of steers		25,023	25,023	43,210
Total	\$ 810,776	\$ 25,023	\$ 835,799	\$ 781,877
FUND RAISING ACTIVITIES - EXPENSES				
Auction	\$ 87,126	\$	\$ 87,126	\$ 73,549
Bar-B-Q	50		50	219
Coaches Circle			0	1,544
Golf tournaments	236,971		236,971	204,749
Golf merchandise	1,838		1,838	7,719
Hospitalities	7,864		7,864	7,973
Stadium Seats	2,130		2,130	14,579
Steer-A-Year feedlot expenses		38,752	38,752	48,819
W Club	4,976		4,976	5,577
Total	\$ 340,955	\$ 38,752	\$ 379,707	\$ 364,728
FUND RAISING GIFTS-IN-KIND - EXPENSES				
Advertising	\$ 35,342	\$	\$ 35,342	\$ 41,902
Automobile	25,394		25,394	7,241
Food and beverage	50,083		50,083	42,499
Gasoline			0	772
Lodging	2,590		2,590	1,790
Other	22,056		22,056	44,311
Steer-A-Year		22,851	22,851	15,588
Supplies	22,500		22,500	4,581
Transportation	35,000		35,000	
Total	\$ 192,965	\$ 22,851	\$ 215,816	\$ 158,684

COWBOY JOE CLUB
OTHER REVENUE AND EXPENSES
JUNE 30, 2008 AND 2007

Schedule IV

	2008 Cowboy Joe Club Unrestricted Operating Fund	2008 University of Wyoming Unrestricted Operating Fund	2008 Total	2007 Total
OTHER REVENUE				
Credit card commissions	\$	\$	\$	\$ 10,000
Life insurance -				
Increase (decrease) in cash surrender value	(10,008)		(10,008)	9,279
Other	1,968		1,968	700
Total other revenue	\$ (8,040)	\$ 0	\$ (8,040)	\$ 19,979
OTHER EXPENSES				
Automobiles	\$ 2,925	\$	\$ 2,925	\$ 3,233
Computer systems	45,176		45,176	33,064
Credit card fees	19,915		19,915	14,716
Other	19,298		19,298	11,659
Telephone		12,473	12,473	11,424
Total other expenses	\$ 87,314	\$ 12,473	\$ 99,787	\$ 74,096

UW ALUMNI ASSOCIATION

THE UNIVERSITY OF WYOMING ALUMNI ASSOCIATION, INC.

ANNUAL FINANCIAL REPORT

June 30, 2008

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University of Wyoming Alumni Association

STATEMENT OF FINANCIAL POSITION
June 30, 2008 and 2007

	2008	2007
ASSETS		
Cash	\$ 189,367	\$ 14,375
Certificate of deposit	25,240	24,071
Investments (Note 2)	2,760,839	3,008,226
Accounts receivable	2,660	-
Life memberships receivable, net of allowance for doubtful accounts of \$25,312	227,808	235,055
Scholarship pledges receivable, net of allowance for doubtful accounts of \$4,796 (Note 7)	44,001	-
Sponsorships receivable	5,000	-
Inventory	14,884	14,283
Prepaid expenses	1,340	4,509
Land, building, and equipment, net of accumulated depreciation of \$415,167 (Note 3)	234,002	246,882
Art construction in progress (Note 1)	100,000	-
Total Assets	<u>\$ 3,605,142</u>	<u>\$ 3,547,401</u>
LIABILITIES		
Accounts payable	\$ 45,204	\$ 10,731
Notes payable	-	6,331
Deferred revenue (Note 4)	291,511	299,149
Total Liabilities	<u>336,716</u>	<u>316,211</u>
NET ASSETS		
Unrestricted	2,273,800	2,285,833
Temporarily restricted	994,626	945,357
Total Net Assets	<u>3,268,426</u>	<u>3,231,190</u>
Total Liabilities and Net Assets	<u>\$ 3,605,142</u>	<u>\$ 3,547,401</u>

See Accompanying Notes to Financial Statements

University of Wyoming Alumni Association

**STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2008**

	Unrestricted	Temporarily Restricted	Total
REVENUE			
Annual membership dues	\$ 147,898	\$ -	\$ 147,898
Life membership dues	176,538	-	176,538
Indirect administrative support from UW (Note 1)	305,749	-	305,749
Donations	12,958	137,280	150,238
Investment income	105,728	12,832	118,560
Unrealized gain (loss) on investments	(210,638)	(26,040)	(236,678)
Royalties	146,197	-	146,197
Alumni gatherings	18,485	-	18,485
Promotional novelty sales	15,259	-	15,259
Association projects	47,614	-	47,614
Advertising	9,910	-	9,910
Other income	2,127	-	2,127
Transfer to unrestricted	74,803	(74,803)	-
Total revenue	852,627	49,269	901,896
EXPENSES			
Program services	395,263	-	395,263
Supporting services			
General and administrative	391,961	-	391,961
Fundraising	77,436	-	77,436
Total expenses	864,660	-	864,660
Change in net assets	(12,033)	49,269	37,236
Net assets July 1, 2007	2,285,833	945,357	3,231,190
Net assets June 30, 2008	<u>\$ 2,273,800</u>	<u>\$ 994,626</u>	<u>\$ 3,268,426</u>

See Accompanying Notes to Financial Statements

University of Wyoming Alumni Association

**STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2008**

Cash flows from operating activities		
Change in net assets	\$ 37,236	
Depreciation expense	25,797	
Increase in accounts receivable	(2,660)	
Loss on investments	247,387	
Increase in pledges receivable	(49,001)	
Increase in inventory	(601)	
Decrease in life installments receivable	7,247	
Decrease in prepaid expenses	3,168	
Increase in accounts payable	34,472	
Decrease in deferred revenue	<u>(7,637)</u>	
Net cash provided by operating activities		\$ 295,408
Cash flows from investing activities		
Purchase of alumni house improvements	(12,917)	
Purchase of DMT Sculpture	<u>(100,000)</u>	
Net cash provided by investing activities		(112,917)
Cash flows from financing activities		
Decrease in notes payable	<u>(6,331)</u>	
Net cash provided by financing activities		<u>(6,331)</u>
Net increase in cash		176,160
Cash July 1, 2007		38,447
Cash June 30, 2008		<u><u>\$ 214,607</u></u>

See Accompanying Notes to
Financial Statements

University of Wyoming Alumni Association

**STATEMENT OF FUNCTIONAL
EXPENSES
For the Year Ended June 30, 2008**

	<u>Supporting Services</u>			Total
	Program Services	General and Administrative	Fund Raising	
Personnel	\$ 93,014	\$ 259,492	\$ -	\$ 352,506
Office operations	7,501	61,267	-	68,768
Insurance	-	4,009	-	4,009
Legislative advocacy	-	6,731	-	6,731
Professional fees	-	3,020	-	3,020
P/N expenses	10,231	-	-	10,231
Membership solicitation	-	-	77,436	77,436
Travel	20,542	-	-	20,542
Alumni gatherings	63,329	-	-	63,329
Alumnews	81,480	-	-	81,480
Association projects	17,696	-	-	17,696
Programs	3,746	-	-	3,746
Scholarships	54,803	-	-	54,803
Transfer funds to foundation (Note 8)	24,845	-	-	24,845
Awards	-	1,801	-	1,801
Board of directors	-	6,936	-	6,936
Dues and subscriptions	-	4,878	-	4,878
Advertising	-	11,673	-	11,673
Credit card processing charges	-	5,960	-	5,960
Bank fees	-	397	-	397
Scholarship auction	14,950	-	-	14,950
WyoSAA	3,126	-	-	3,126
Total expenses before depreciation	395,263	366,164	77,436	838,863
Depreciation	-	25,797	-	25,797
	\$ 395,263	\$ 391,961	\$ 77,436	\$ 864,660

See Accompanying Notes to Financial Statements

The University of Wyoming Alumni Association

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of activities and significant accounting policies

Nature of activities

The University of Wyoming Alumni Association is an independent, not-for-profit organization established to foster a spirit of loyalty and fraternity among graduates and former students of the University of Wyoming and to promote the general welfare, development, achievement, and honor of the University. The Association and the University of Wyoming Alumni Affairs department cooperate significantly and utilize common staff employed by the University in performing outreach and fund raising activities. Accordingly, the Association's financial statements present shared expenditures and recognize as support the University of Wyoming's funding for salary expenses.

Basis of presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statements for Not-for-Profit Organizations*. Under SFAS No. 117, the organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Investments

The Association carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair market values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Accounts receivable

Accounts receivable are stated as unpaid balances. Receivables are unsecured and non-interest bearing. The allowance for doubtful accounts is estimated based on historical collection trends.

Inventory

Inventory consists of promotional novelty merchandise and is stated at the lower of cost or market.

Property and equipment

The Association follows the practice of capitalizing all major expenditures from Association funds for land, buildings, and equipment. Additions are recorded at cost, or if donated, at fair market value at the time of donation. Buildings and equipment are depreciated by the straight line method using the following estimated service lives:

	<u>Years</u>
Buildings	30
Vehicles	5
Furniture and fixtures	10
Office equipment	5

Artwork in progress

The Association is currently procuring a bronze statue by artist D.M. Thomas that will be installed on the house lawn as a cultural and aesthetic landmark. The installment payments, which represent partial completion of the statue, are recorded as an unrestricted net asset on the Statement of Net Assets.

Based on the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 93, *Recognition of Depreciation for Not-for-Profit Organizations*, depreciation will not be recognized in the future on this statue because its economic benefit will be used up so slowly as to render its estimated useful life extraordinarily long. In order for a piece of artwork to be non-depreciable under SFAS No. 93, it must have cultural, aesthetic, or historical value that makes it worth preserving perpetually and the holder must have the financial and technological ability to protect and preserve it undiminished. The Alumni Association is committed to preserving this important cultural and aesthetic landmark into perpetuity. Based on recommendations from the artist, a maintenance reserve account will be established if needed.

Revenue recognition

The Association recognizes revenues in the accounting period during which they are earned and become measurable.

Contributions

The Association reports gifts of cash and other assets as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Income taxes

The University of Wyoming Alumni Association is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code.

Estimates

Management uses estimates and assumptions in preparing the financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Advertising

The Association expenses advertising production costs as they are incurred and advertising communication costs the first time the advertising takes place.

Note 2. Investments

The following shows the relationship between carrying values and market values of investments at June 30:

2008

	Cost	Market Value of Investment Portfolio	Unrealized Appreciation (Depreciation)	Market Value of Life Membership Investments
Money market funds				
	\$ 373,217	\$ 373,217	\$ -	\$ 243,332
Equity securities	1,203,021	1,459,177	256,156	1,339,031
Taxable bonds	815,071	809,133	(5,938)	591,556
Mutual funds	114,251	119,312	5,061	
	<u>\$ 2,505,560</u>	<u>\$ 2,760,839</u>	<u>\$ 255,279</u>	<u>\$ 2,173,918</u>

2007

	Cost	Market Value of Investment Portfolio	Unrealized Appreciation (Depreciation)	Market Value of Life Membership Investments
Money market funds				
	\$ 497,961	\$ 497,961	\$ -	\$ 381,512
Equity securities	1,238,999	1,840,614	601,615	1,677,467
Taxable bonds	547,344	536,538	(10,806)	273,730
Mutual funds	108,902	133,113	24,211	
	<u>\$ 2,393,206</u>	<u>\$ 3,008,226</u>	<u>\$ 615,020</u>	<u>\$ 2,332,708</u>

Note 3. Property and equipment

Property and equipment consists of the following as of June 30:

	2008	2007
Land	\$ 50,000	\$ 50,000
Building	438,942	426,026
Furniture and equipment	134,921	134,921
Vehicle	25,306	25,306
	<u>415,167</u>	<u>389,371</u>
Less accumulated depreciation	\$ 234,002	\$ 246,882

Note 4. Deferred revenue

Deferred revenue represents annual dues that have not been earned by the Association. This is the portion of each member's annual dues that applies to the following fiscal years beginning on July 1, 2008 and July 1, 2007.

Life membership installments are also deferred revenue which has not been earned by the Association. This is the portion of life membership installments that are receivable on June 30.

Note 5. Commitments

The Association is funding University scholarships. These scholarships will amount to \$57,000 for the 2008-09 academic year and amounted to \$ 54,803 for the 2007-2008 academic year.

Note 6. Life memberships

All life membership dues are currently recorded as revenues when received and are used for operating expenses. The life membership investment account, which has a current market value

of \$2,173,918 (see Note 2) is an internal designation of unrestricted funds. Prior to 2000, life membership dues received, net \$50.00 per new membership and investment income generated during the fiscal year, were deposited into the life investment account. This practice was put on hiatus by the Board of Directors in 2000, when the UWAA ceased receiving indirect support from the University of Wyoming, because additional funds were needed to cover operating expenses.

The UWAA has continued to monitor the amount due to the life investment account despite its inability to make additional investments. In 2000, capital gains were added to the formula used to determine the amount due to the investment account. The following is a summary of transactions for the past two fiscal years:

	2008	2007
Life membership dues net of portion retained for operations	\$ 153,148	\$ 144,344
Investment income in life membership account		
Dividends	48,814	42,833
Interest	38,750	38,380
Capital gains	119,051	30,065
	206,615	111,278
Life dues over investment income	\$ (53,467)	\$ 33,066

The UWAA plans to resume its deposits to the life investment account, as it recognizes the necessity of funding future life membership benefits. The formula used to determine the amount due to the life investment account is under current review by the Association's Board of Directors.

Note 7. Change in accounting principle

In 2008, the Association chose to record scholarship donation pledges as a receivable and related revenue at the time the pledge is made and first installment is received. The pledges are recorded at present value using a 3% discount and are presented net an allowance for uncollectible pledges. Management feels that this method presents a more accurate financial position.

Note 8. Transfer to Foundation

In October 2007, the UWAA transferred \$24,845 in contributions received for the Mary Lou Rechard Memorial Scholarship to the UW Foundation for administration per the donor's request; the donor contributed sufficient funds to receive a state match, which necessitated Foundation management. These contributions were reported as income in fiscal year 2007.

4. INFORMATION ONLY ITEM:

State Matching Funds for Endowments, Buchanan

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

STATE MATCHING FUNDS FOR ATHLETICS

The Athletics State Matching funds are completely committed.

STATE MATCHING FUNDS FOR ACADEMIC FACILITIES

Klein, Michael and Jeanne

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$400,000.00 pledge from the Michael and Jeanne Klein Foundation for the College of Education Annex project.

Mr. and Mrs. Klein are friends of the University of Wyoming.

STATE MATCHING FUNDS FOR ENDOWMENTS

Agee, Dick and Judy

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$10,000.00 gift from Dick and Judy Agee, for the EWB-WYO (Engineers Without Borders) Endowment. Mr. and Mrs. Agee have a prior endowment state match of \$50,000.00 to the Richard E. and Judith T. Agee Engineering Endowment.

Mr. Agee graduated from the University of Wyoming in 1965 with a Bachelor of Science in Petroleum Engineering and in 1968 with a Master of Science in Petroleum Engineering. Mr. Agee is also currently a member of the University of Wyoming Foundation Board of Directors. Mrs. Agee graduated from the University of Wyoming in 1965 with a Bachelor of Arts in English.

The Anadarko Foundation

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a pledge of \$1,500,000.00 from the Anadarko Foundation for the Anadarko Petroleum Corporation Energy Resource Recovery Program Endowment.

The Anadarko Foundation is an entity.

ANONYMOUS DONOR

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for gifts totaling \$7,500.00 from an ANONYMOUS DONOR for the University of Wyoming Rugby Team Endowment and the Excellence Fund in History. This donor has prior endowment state matches of \$361,000.00 to various allocations.

The ANONYMOUS DONOR is an entity.

ANONYMOUS DONOR

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a pledge of \$500,000.00 from an ANONYMOUS DONOR, for the Edelweiss Endowment Fund. This donor has prior endowment state matches of \$610,000.00 to various allocations.

The ANONYMOUS DONOR is an entity.

Bunch, Margaret and Wilbur

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$58,000.00 planned gift from Margaret and Wilbur Bunch for the Wilbur and Margaret Bunch Graduate Fellowship. Mr. and Mrs. Bunch have a prior endowment state match of \$105,243.16 to the same allocation.

Mr. Bunch graduated from of the University of Wyoming in 1949 with a Bachelor of Science in Physics and in 1951 with a Master of Science in Physics. Mrs. Bunch is a friend of the University.

Ellbogen, Ruth R. Foundation

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$10,000.00 gift from the Ruth R. Ellbogen Foundation for the Ruth Ellbogen Excellence Fund. The Ruth R. Ellbogen Foundation has prior endowment state matches of \$50,000.00 to various allocations.

Mrs. Ellbogen is a friend of the University of Wyoming.

Family and Friends of Martha "Marty" Brown

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for gifts and pledges totaling \$67,275.00 from Family and Friends of "Marty" Brown for the Martha "Marty" Brown Endowment in Education.

Mrs. Brown graduated from the University of Wyoming in 1953 with a Bachelor of Arts in Elementary Education.

Family and Friends of Mary Lou Rechar

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for additional gifts totaling \$20,000.00, from Family and Friends of Mary Lou Rechar for the Mary

Lou Recharad Memorial Alumni Scholarship. Prior endowment state matches for this memorial fund total \$205,535.00.

Mrs. Recharad graduated from the University of Wyoming in 1949 with a Bachelor of Arts in English.

The Guetz Foundation

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$150,000.00 pledge from the Guetz Foundation for the Guetz Foundation College of Business Dean's Excellence Fund.

The Guetz Foundation is an entity.

Kambouris, J. George and Eleanor

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$200,000.00 pledge from J. George and Eleanor Kambouris for the Eleanor M. Kambouris Excellence Fund in English and the J. George Kambouris Excellence Fund in Chemistry. Mr. and Mrs. Kambouris have prior state matching funds of \$800,000.00 to the same allocations.

Dr. Kambouris graduated from the University of Wyoming in 1974 with a Doctorate in Chemistry, and Mrs. Kambouris graduated from the University of Wyoming in 1976 with a Master of Arts in English.

Klein, Michael and Jeanne

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$100,000.00 pledge from Michael and Jeanne Klein Foundation to the Jane and Michael J. Sullivan College of Education Student Center Endowment. Mr. and Mrs. Klein have prior state matches of \$500,000.00 to the Jane and Michael J. Sullivan Wyoming Teachers' Scholarship Fund.

Mr. and Mrs. Klein are friends of the University of Wyoming.

Shlemon, Roy

This is to inform you regarding approval of the Wyoming Legislative Matching Funds for a \$50,000.00 gift from Dr. Roy Shlemon for a new endowment in the College of Arts and Sciences. Dr. Shlemon has prior state matches of \$224,000.00 to various allocations.

Dr. Shlemon graduated from the University of Wyoming in 1959 with a Master of Science in Geology. Dr. Shlemon is also a current member of the University of Wyoming Foundation Board of Directors.

5. INFORMATION ONLY ITEM:
Development Report, Blalock

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The UW Foundation has agreed to report on donor giving to the UW Board of Trustees.

WHY THIS ITEM IS BEFORE THE BOARD:

This report is before the Board to advise them of the most current giving totals.

COMMENTS:

There are two spreadsheets within the FY 2008 Monthly Giving Report through September 30, 2008. The first includes all gifts, while the second focuses on annual fund gifts. Both tables are broken down by the unit receiving the gifts.

FY 2009 Monthly Giving Report through September 30, 2008

ALL GIFTS													
FUND	New Commitments FY 2009 GOALS	Current Month (cash received only)		FY 2009 to date							FY 2008 Commitments YTD		
		DONORS	FACE VALUE	Cash & Cash equivalent				New Commitments YTD			DONORS	FACE VALUE	
				DONORS	OUTRIGHT	GIK	LIFE INCOME		PLEDGE PMTS	NEW PLEDGES			TOTAL
						FACE	NPV						
AGRIC	\$ 1,500,000	188	\$67,365	266	\$101,326	\$0	\$0	\$0	(\$2,500)	\$0	\$98,826	113	\$107,928
AHC	\$ 500,000	37	\$52,535	66	\$55,220	\$109,128	\$0	\$0	(\$50,000)	\$0	\$114,348	47	\$14,537
ALUMNI	\$	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
A & S	\$ 5,000,000	397	\$926,802	756	\$1,584,511	\$137	\$0	\$0	(\$1,077,381)	\$1,450,000	\$1,957,267	394	\$280,594
ATHLETICS	\$ 4,500,000	401	\$128,873	853	\$396,107	\$99,053	\$0	\$0	(\$117,506)	\$2,000,000	\$2,377,654	2030	\$2,326,988
BUSINESS	\$ 4,000,000	109	\$34,206	235	\$1,083,932	\$0	\$0	\$0	(\$1,041,136)	\$201,000	\$243,796	141	\$67,925
EDUCATION	\$ 1,575,000	143	\$26,930	281	\$74,486	\$0	\$0	\$0	(\$15,000)	\$535,000	\$594,486	64	\$37,606
ENERGY	\$ 10,000,000	0	\$0	0	\$0	\$10,606,853	\$0	\$0	\$0	\$0	\$10,606,853	1	\$2,000,000
ENGINEERING	\$ 5,000,000	177	\$45,167	347	\$466,646	\$0	\$0	\$0	(\$400,000)	\$750,000	\$816,646	180	\$3,236,782
IENR	\$ 250,000	13	\$785	20	\$31,723	\$0	\$0	\$0	\$0	\$0	\$31,723	6	\$3,458
HEALTH SCI	\$ 750,000	178	\$17,295	323	\$509,157	\$0	\$0	\$0	\$0	\$0	\$509,157	60	\$23,252
LAW	\$ 1,000,000	39	\$118,366	89	\$134,822	\$0	\$0	\$0	(\$119,399)	\$0	\$15,424	32	\$1,138,323
LIBRARY	\$ 650,000	71	\$9,135	101	\$13,955	\$0	\$0	\$0	\$0	\$50,000	\$63,955	32	\$4,852
OUTREACH	\$ 800,000	971	\$57,896	1696	\$115,677	\$0	\$0	\$0	(\$23)	\$0	\$115,654	1446	\$76,282
STU AFFRS	\$ 50,000	24	\$2,468	44	\$6,948	\$0	\$0	\$0	\$0	\$1,000	\$7,948	16	\$990
UW ART MUS	\$ 650,000	41	\$18,276	110	\$226,916	\$0	\$0	\$0	(\$6,536)	\$5,000	\$225,380	108	\$100,298
UNIV. FUND	\$ 215,000	197	\$18,660	366	\$38,595	\$0	\$0	\$0	\$0	\$0	\$38,595	49	\$10,077
OTHER	\$ 1,000,000	43	\$13,345	104	\$476,633	\$0	\$0	\$0	(\$16,090)	\$500,000	\$960,543	155	\$136,820
GIFTS NOT YET BOOKED	\$ -	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
TOTAL	\$ -	4,402	\$1,538,104	5,120	OUTRIGHT & FACE:		\$16,131,824	(\$2,845,571)	\$5,492,000	\$18,778,253	4,394	\$9,566,712	

***Total Donors do not reflect Column totals. Donors may give to more than one unit/division.*

FY 2009 Monthly Giving Report through September 30, 2008

ANNUAL FUND GIFTS (cash received)							
FUND	FY 2009 GOALS*	Current Month		FY 2009 to date		FY 2008 to same date	
		DONORS	AMOUNT	DONORS	TOTAL	DONORS	TOTAL
AGRIC	\$ 110,000	169	\$26,740	233	\$35,126	66	\$3,203
AHC	\$ 70,000	31	\$2,285	59	\$3,915	45	\$12,615
ALUMNI	\$ -	0	\$0	0	\$0	0	\$0
A & S	\$ 475,000	350	\$32,107	623	\$67,456	334	\$44,354
ATHLETICS	\$ 2,165,000	386	\$100,183	807	\$217,091	1500	\$356,676
BUSINESS	\$ 250,000	91	\$18,903	174	\$34,293	66	\$21,333
EDUCATION	\$ 75,000	113	\$6,280	194	\$10,670	49	\$7,198
ENERGY	\$ -	0	\$0	0	\$0	0	\$0
ENGINEERING	\$ 300,000	157	\$23,362	317	\$39,631	125	\$22,696
IENR	\$ 65,000	13	\$785	19	\$1,723	4	\$958
HEALTH SCI	\$ 140,000	77	\$5,248	143	\$12,075	46	\$3,363
LAW	\$ 75,000	29	\$4,640	60	\$8,925	13	\$908
LIBRARY	\$ 35,000	67	\$8,835	94	\$13,305	21	\$2,750
OUTREACH	\$ 775,000	971	\$57,896	1696	\$115,392	1445	\$76,282
STU AFFRS	\$ 35,000	24	\$2,468	40	\$4,148	15	\$990
UW ART MUS	\$ 55,000	22	\$2,075	80	\$9,585	55	\$9,537
UNIV. FUND	\$ 175,000	197	\$18,660	366	\$38,595	46	\$10,027
OTHER	\$ -	33	\$1,940	67	\$6,779	11	\$700
GIFTS NOT YET BOOKED	\$ -	0	\$0	0	\$0	0	\$0
TOTAL	\$4,800,000	2,528	\$312,406	4,567	\$618,708	3,603	\$573,589
<i>**Total Donors do not reflect Column totals. Donors may give to more than one unit/division.</i>							