

**THE UNIVERSITY OF WYOMING**  
**BOARD OF TRUSTEES' REPORT**

**March 22-24, 2016**

The Final Report can be found on the University of Wyoming Board of Trustees Website at  
<http://www.uwyo.edu/trustees/>

## **University of Wyoming Mission Statement (March 2009)**

The University of Wyoming aspires to be one of the nation's finest public land-grant research universities. We serve 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 promote learning 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 accomplish this complex mission are the University's strategic plans, revised periodically.



**TRUSTEES OF THE UNIVERSITY OF WYOMING AGENDA**  
**March 22-24, 2016**

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**Approval of Board of Trustees Meeting Minutes**

January 20-22, 2016

February 17, 2016

**Approval of Executive Session Meeting Minutes**

January 20-22, 2016

February 17, 2016

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ASUW

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## Public Testimony

[Scheduled for Thursday, March 24 at 11:00 a.m.]

## Committee of the Whole

### REGULAR BUSINESS

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*[Note- Committees of the Board will be discussed during a regular work session of the meeting. Those listed below will provide reports during the regular Business meeting.]*

#### *Audit and Fiscal Integrity Committee*

Jeff Marsh (Chair)

#### Liaison to Other Boards

- UW Alumni Association Board – Wava Tully
- Foundation Board – Jeff Marsh & Dave Bostrom
- Haub School of Environment & Natural Resources – Michelle Sullivan
- ~~Cowboy Joe Club – John McKinley~~ (removed per John McKinley)
- Energy Resources Council – True

## CONSENT AGENDA (Items for Approval)

1. Approval of Contracts and Grants – Gern
2. Approval of Personnel – Jones
3. Fees/Fee book for FY 2017 and Differential Tuition – Mai
4. Approval of Fiscal System Implementation Partner Contract – Mai
5. Trustee Award of Merit and Honorary Degree Update (*executive session and possible approval during public session*)
6. UW Regulation Revisions:  
“Revisor’s Bill” – Approval of Changes to UW Regulations 6-41, 6-43, 6-405, 6-407, 6-701, 6-702, 6-802, Miller, Readdy
7. Approval of Research Aircraft Loan Resolution – Miller
8. Approval of Video Board Contractor for Athletic Facilities Audio/Video Board Systems, Mai
9. Approval of Access Easement at McGuire Ranch, Albany Co., WY, Mai
10. Approval of Authorization for Property Acquisitions (*following discussion during Executive Session, Mai*)
11. Approval of Exterior of the RAC 2.0 – Mai

## New Business

## Old Business

**Date of Next Meeting** – April 20, 2016 Conference Call

## Adjournment

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## Information Only Items:

1. Progress Report/Change Orders, Mai ..... 210
-

AGENDA ITEM TITLE: **Transition Planning Update**, Palmerlee/McGinity/Nichols

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Trustee President Dave Palmerlee, UW President Dick McGinity, and Dr. Laurie Nichols will update the Board on the transition plan.

AGENDA ITEM TITLE: **Futures Committee Discussion**, Sullivan

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Trustee Michelle Sullivan will discuss the futures committee with the Board.

AGENDA ITEM TITLE: **Trustee Education Initiative Update**, Palmerlee

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Trustee President Dave Palmerlee will update the Board on the Trustees Education Initiative.

AGENDA ITEM TITLE: **Humanities Exploration Committee,** Bostrom

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session
- ☐ Education Session
- ☐ Information Item
- ☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Trustee Dave Bostrom will discuss the Humanities Exploration Committee with the Board.

AGENDA ITEM TITLE: **Research Aircraft Loan Resolution**, Gern/Pishko/Rodi/Miller

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☐ Other

Specify:

**BACKGROUND AND POLICY CONTEXT OF ISSUE:**

UW's original budget request included a request for state funds to acquire a research aircraft to replace the existing one which is nearing the end of its useful life. With little support from policymakers for that approach, UW proposed the notion of a state loan to be repaid from proceeds generated by research using the aircraft.

The legislature enacted a provision in the state appropriations bill authorizing UW to apply for a loan under W.S. 16-109. Attachment A is an excerpt from the state appropriations bill containing the footnotes applicable to the loan. Attachment B is W.S. 16-1-109.

W.S. 16-1-109 authorizes government entities, including UW, to apply for loans to finance facilities using the revenues generated by those facilities to repay the loan. The State Loan and Investment Board administers loans under W.S. 16-1-109. The footnotes in the state appropriations bill referenced above permit the UW research aircraft to be considered a "facility" for the purpose of the loan under the statute. They also specify a 3% interest rate instead on the nearly 6% rate that is in place pursuant to the statute.

The SLIB is served by the Office of State Lands and Investments (OSLI). The OS LI requires a resolution be adopted by the governing board of the borrowing entity authorizing the entity to apply for the loan. Attachment C is a draft resolution for the Board's review and approval.

UW will assemble the required information in the format required by the OS LI and submit it so that the SLIB can consider the loan at its June 2, 2016, meeting. The information that will be submitted is generally described below.

**The Aircraft**

UW originally proposed to acquire a new aircraft but such proved to not be financially feasible. Instead, in January 2016, UW entered into an agreement with Beechcraft Corporation to purchase a 2010 aircraft that is suitable for research purposes. Attachment D, which has been executed by the Beechcraft Corporation, is that purchase agreement.

UW did take the risk of losing the entirety of the \$400,000 down payment if the legislation had not been approved substantially in the form contemplated. However, failing to enter into the agreement would have placed UW in the position of possibly losing the ability to acquire this aircraft if it were sold prior to the approval of the loan. This aircraft has the key features that are

necessary for research operations (e.g. larger engines, landing gear capable of accommodating heavier weights).

UW will accept delivery of the aircraft in June 2016. The aircraft will then begin a series of modifications by several contractors necessary to accommodate the research mission. UW has also retained an experienced certification consultant given the complexity of the effects of these modifications on the aircraft. This is to ensure that the aircraft will qualify for the appropriate FAA certification to be operated as a research platform.

There will also be an extensive period of flight testing. It is anticipated that aircraft will be operational during FY 2019. UW intends to secure a buyer for the existing aircraft so that when the newer aircraft is operational, the buyer can take delivery of the old aircraft.

### **Project budget**

#### **COSTS**

The total aircraft replacement project budget is \$10,913,471 includes aircraft purchase from manufacturer, research modifications, and miscellaneous costs as shown in Table 1.

**Table 1: Aircraft Replacement Project Costs**

<b>Project Costs</b>			<b>Notes</b>
<b>Aircraft Purchase from manufacturer</b>		<b>\$ 6,971,100</b>	<b>1</b>
<b>Modifications after purchase</b>		<b>\$ 3,663,371</b>	<b>2</b>
<b>Miscellaneous</b>			
<b>Engine restoration account top off</b>	<b>\$ 180,000</b>		<b>3</b>
<b>Insurance during modifications</b>	<b>\$ 75,000</b>		
<b>Engine Extended Warranty</b>	<b>\$ 24,000</b>		
<b>Subtotal Miscellaneous</b>		<b>\$ 279,000</b>	
<b>Total Project Cost</b>		<b>\$10,913,471</b>	

Notes:

1. Aircraft is used 2010 model King Air 350ER special mission aircraft purchased from Beechcraft
2. Modifications involve changes to the aircraft to accommodate research instrumentation and certifications of changes to be compliant with FAA regulations. Costs for engineering and flight testing are included in this amount.

3. The engines on the used aircraft being purchased have about 600 hours use. The engine reserve top-off is the amount needed in the account initially so that sufficient funds are available for overhauls that occur at 1500 hour and 3000 hours use.

## SOURCES OF FUNDS

Sources of funds to accomplish the project are listed in Table 2.

**Table 2: Project funding sources**

<b>Project Funding Sources</b>			<b>Notes</b>
<b>From Loan</b>	<b>\$ 9,708,471</b>		<b>1</b>
<b>From Existing Accounts</b>	<b>\$ 560,000</b>		<b>2</b>
<b>From Sale of Old Aircraft</b>	<b>\$ 395,000</b>		<b>3</b>
<b>2015 Supplemental State Budget Bill</b>	<b>\$ 250,000</b>		<b>4</b>
<b>Total sources</b>		<b>\$10,913,471</b>	

Notes:

1. The loan amount is calculated so that the total sources match the total project cost.
2. The existing accounts are revenues generated by the current aircraft that have been set aside and include the remainder of the engine restoration account and most of the aircraft maintenance account (\$100,000 is retained for contingencies with the new aircraft).
3. Value of old aircraft was estimated by certified appraiser, extrapolated to 3 years in the future (old aircraft will continue to operate during the intervening period).
4. These funds are priority #3 in Section 346 of the 2015 Supplemental Budget Bill. Because appropriations in that section rely on the amount of actual earnings on the Permanent Wyoming Mineral Trust Fund, there is a risk that these funds may not be available. The extent to which these funds will be available will be better known by the time of the June 2016 SLIB meeting.

## **Loan Repayment**

The research aircraft generates revenue beyond the actual costs of a research project in three distinct ways:

- *UW/NSF cooperative agreement (CA) to provide the aircraft as a national facility – indirect costs*

The National Science Foundation (NSF) has had a cooperative agreement with UW to provide the aircraft as a national research platform. That is, researchers nationally have the aircraft available to them because of this “base funding.” Since this CA is effectively federal grant funding, UW receives indirect costs. Those indirect costs are currently distributed in accordance with UW’s practice regarding indirect costs. When a new CA is executed, it will be subject to the Board’s recently adopted regulation regarding indirect costs. The base NSF funding cannot be used to repay the aircraft loan, but there is no such restriction on indirect costs associated with this “base funding.”

- *IC generated from field deployment of the aircraft both from the CA and from non-NSF projects*

There are both NSF research projects which are subject to the CA and non-NSF projects. The deployment of the aircraft in both situations result in other research agreements which themselves generate indirect costs. The amount of revenue generated varies annually depending upon the specific nature of the research projects undertaken

- *Weekly use fees charged to non-NSF projects and indirect costs*

The aircraft is available to support non-NSF agencies when not committed to NSF projects which have priority. These projects must charge the full cost of the aircraft so non-NSF are assessed a “weekly use charge” to provide full service equivalent to NSF projects. There are also indirect costs received on these weekly use charges.

A portion of the indirect costs generated are used to pay for the overall support necessary to operate the research aircraft enterprise. College of Engineering and Applied Science Dean Pishko has determined to devote \$200,000 annually in Tier I funds to pay those costs, thereby making a like amount of indirect cost revenue available for the project. W.S. 16-1-109 requires that the loan be repaid from revenues the “facility” generates, so Tier I funds cannot be committed directly to repay the loan.

The CEAS Department of Atmospheric Sciences is a Tier I program and does need a replacement aircraft to remain so. This research aircraft occupies a “niche” in the nation’s research portfolio and provides a unique platform for research relating to storms and other areas of inquiry that continue to be strongly supported by the NSF.

Together, the foregoing have averaged nearly \$500,000 annually. It is anticipated that the average will increase over time. Debt service when the entire loan proceeds have been drawn for expenditure will be about \$470,000 annually.

The Board will be provided detailed information when the loan application is prepared for submission.



**Attachment A**

**Excerpt State Appropriations Bill  
2016 Wyoming Session Laws, Chapter 31, Section 2, Section 067, footnotes 3 and 4**

3. Upon application of the university board of trustees, the state loan and investment board may loan funds to the University of Wyoming for the purpose of acquiring a replacement research aircraft for the department of atmospheric science within the college of engineering and applied science. The loan interest rate shall not exceed three percent (3%) and the loan shall otherwise be in accordance with the provisions of W.S. 16-1-109. The aircraft shall be treated as a "facility" for purposes of the loan. The university shall develop a financial plan for repayment of the loan to cover the cost of servicing the loan over the expected life of the aircraft and to cover the cost of distributions to the reserve fund as specified in footnote 4 of this section. The university shall provide a report on this plan to the joint appropriations committee within thirty (30) days after the loan is executed.

4. For the use of the university aircraft, the university shall identify and distribute amounts to a reserve fund to cover the cost for routine and planned maintenance, engine replacement and propeller replacement. To the extent funds are available after servicing the loan provided for in footnote 3 of this section, additional amounts to support funding of replacement of the research aircraft shall be included in any contract for use of the aircraft to the extent practicable. Amounts received to support replacement of the aircraft shall be held in the reserve fund. Proceeds from the sale of the research aircraft, engine or any related research instrumentation shall be credited to the reserve fund.

**Attachment B**

**Wyoming Statute 16-1-109**

**16-1-109. State loan and investment board loans; amount; interest; security; conditions.**

(a) The state loan and investment board may negotiate and make loans to one (1) or more agencies, the University of Wyoming, or joint powers boards presently existing, permitted or created pursuant to the statutes, from the permanent mineral trust funds and other permanent funds of Wyoming not otherwise obligated, not to exceed sixty million dollars (\$60,000,000.00) including all loans previously made and outstanding, and not to exceed a term of forty (40) years for repayment. The board shall set rates of interest on all such loans according to the current rates of interest for similar securities on the commercial market upon a basis which will not be less than the average rate of return realized on all permanent mineral trust fund investments as determined by the state treasurer for the five (5) calendar years immediately preceding the year in which the loan is made. For all loans under this section approved after July 1, 1996, a loan origination fee of one percent (1%) of the loan shall be paid to the state loan and investment board by the borrowing agency, university or joint powers board. The revenue produced by this fee shall be credited to the loss reserve account as provided by W.S. 16-1-110.

(b) In making loans pursuant to this act, the state loan and investment board shall establish requirements and standards which it determines to be necessary and advisable.

(c) Upon approval of a loan, an agency, the university, participating agencies, or a joint powers board shall transfer title or its interest to the property upon which facilities are to be constructed, including later improvements, to the state loan and investment board, or the state loan and investment board may require the security it deems necessary. The recipient of the loan shall make reasonable annual rental charges or loan payments as specified by the state loan and investment board. Upon repayment of the loan, title to or interest in the property and improvements shall be reconveyed to the appropriate agency,

university, participating agencies or joint powers board. Where the transfer of title or interest in the property would preclude the obtaining of federal grants or where transfer of title or interest is prohibited by or would be in violation of existing grant-in-aid agreements, the state loan and investment board may waive the requirements of transfer of title or transfer of any interest in the property, and substitute other security of sufficient value as it deems necessary.

(d) Loans under this section shall be made only under the following conditions:

(i) Loans shall be made only for facilities generating user fees only to the extent that the user fees will repay the loan such that the loan can be considered a reasonable and prudent investment of state permanent funds. Any portion of the revenue generating facility unable to be financed by user fees may be financed by a grant under W.S. 9-4-604(g) and (h) to agencies and joint powers boards otherwise authorized to receive grants under those provisions;

(ii) No security other than a lien on the facilities used to generate user fees to repay the loan and pledges of user fees shall be taken to secure the loan except that the entity or joint powers board receiving the loan may also be required to issue revenue bonds to the state to evidence the loan if statutory authority exists for the entity to issue revenue bonds for the facility. No property shall be taken as security unless the property is owned by the entity to which the loan will be made. Upon repayment of the loan, liens against the property and revenue shall be released by the state loan and investment board;

(iii) Loans shall be made to the governmental entity or entities whose inhabitants receive a direct service or benefit from the revenue generating facility;

(iv) The state loan and investment board shall receive annual financial statements from entities receiving loans under this subsection;

(v) No loan shall be made without the written opinion of the attorney general certifying the legality of the transaction and all documents connected therewith.

(e) The board, whenever it deems necessary for the better protection of permanent funds of the state invested in loans under this section, may refinance any delinquent loan and reamortize the loan over not more than thirty (30) years from the date of refinancing. All costs of refinancing the loan shall be paid by the borrowing entity and no loan shall be refinanced where it appears refinancing will jeopardize the collection of the loan. An additional fee of one percent (1%) of the amount of the reamortized loan shall be paid by the borrowing entity to the board to be credited to the loss reserve account created by W.S. 16-1-110 as provided by subsection (a) of this section.

## **ATTACHMENT C**

University of Wyoming

Board of Trustees

### **Resolution – Loan Application to Finance Research Aircraft**

The University of Wyoming Board of Trustees authorizes the President of the University to submit an application for a loan to the State Loan and Investment Board consistent with 2016 Wyoming Session Laws, Chapter 31, Section 2, Section 067, footnotes 3 and 4.

The loan proceeds shall be used for the purchase of and necessary modifications to a 2010 Beechcraft Model 350 aircraft, serial number FL-719, so that the aircraft can perform research activities as contemplated by the University's College of Engineering and Applied Sciences, Department of Atmospheric Sciences. The University has entered into a purchase agreement with Beechcraft Corporation to acquire said aircraft using the proceeds of the loan.

The loan shall be repaid from revenues generated by the research activities conducted using the aircraft.

The University's application shall otherwise comply with all terms and conditions specified in 2016 Wyoming Session Laws, Chapter 31, Section 2, Section 067, footnotes 3 and 4.

Approved by the University of Wyoming Board Trustees on March 24, 2016.

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David F. Palmerlee, President

University of Wyoming, Board of Trustees

## ATTACHMENT D

P.A. No. \_\_\_\_\_

### AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement ("Purchase Agreement" or "Agreement"), consisting of Part 1, Part 2, Part 3, and Attachment 1, is made between Seller and Purchaser.

#### PART 1

Seller: Beechcraft Corporation, a Kansas USA corporation  
Seller Address: One Cessna Boulevard  
Wichita, Kansas 67215 U.S.A.  
Seller Telephone: 316-517-6000  
Seller Fax: 316-517-6640  
Seller E-Mail: bizops@txtav.com  
Purchaser: University of Wyoming (UW)  
Purchaser Address: 1000 E. University Ave.  
Laramie, WY 82071

Expiration Date: 26 January 2016

#### Aircraft

Year: 2010 Make: Beechcraft Model: 350 Serial Number: FL-719

Specification and Description dated: November 26, 2014

Optional Equipment Selection Guide ("Optional Equipment Selection Document")  
or Optional Equipment/Modification Selections ("Optional Equipment Selection Document")  
dated: October 17, 2014

Detailed Configuration Due Date: Configuration Complete, Identified Below.

Inspection Date or Quarter: Not earlier than 20 June 2016 and no later than 27 June 2016 or earlier by mutual agreement.

Delivery Date: Delivery Date will occur within three (3) calendar days after the Inspection Date.

Delivery Location: Wichita, KS at Beechcraft Delivery Center

PA (Rev. 12-14)-  
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 Purchaser Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

P.A. No. \_\_\_\_\_

	Price in U.S. Dollars
<b><u>Base Price</u></b> King Air 350 Slick	<b>\$6,426,000</b>
<b><u>Detailed Configuration.</u></b>	
<b><u>Installed Factory Options.</u></b>	
1 ER (Extended Range) Fuel Tanks	\$1,000,000
2 Electric Flushing Toilet (Price Delta from Chemical Toilet)	7,200
3 Two (2) Cockpit Chair Sheepskin Covers	700
4 Secondary Nav Package (2 <sup>nd</sup> DME & ADF) Bundle	34,700
5 Collins TCAS-4000 TCAS II System	86,700
7 Oceanic Package (Includes 2 <sup>nd</sup> FMS/GPS and HF-9000 Radio System with SELCAL) Bundle	200,600
8 Retain Forward Cabin Partition	5,030
<b>Sub-Total Factory Installed Options</b>	<b>\$1,334,930</b>
<b><u>Post Factory Modifications Installed on FL-719 Aircraft.</u></b>	
1 Include Four (4) Cabin Chairs Loose Equipment	\$40,000
2 Four (4) Cabin Chairs Forward Club installed	1,200
3 Collins ACARS Datalink w/Worldwide Graphical Weather	88,500
4 Provide and Install Two (2) AvFab King Air Style Tables and Arm Ledges Forward Club	107,300
5 Provide Configuration Drawing and Flight Manual Supplement, & Attain Approvals from DER for VIP Configuration	5,500
6 Provide and Install Aft L-Shaped Privacy Curtain	7,700
7 Provide and Install Aft L-Shaped Baggage Web	16,300
8 Paint Special Mission Demonstrator Paint Scheme	73,400
9 Perform Weight & Balance	4,400
10 Engine Preservation	3,600
11 Provide and Install Gravel Runway Protection Kit	25,000
12 Provide and Install AvFab 3-Place Divan	35,800
13 Two (2) Pratt & Whitney PT6 A-67A Engines (Price Delta from the -60 Engines)	1,061,500
<b>Sub-Total Post Factory Modifications Installed</b>	<b>\$1,470,200</b>
<b><u>Total Detailed Configuration.</u></b>	<b>\$2,805,130</b>
<b><u>Total Base Price plus Detailed Configuration.</u></b>	<b>\$9,231,130</b>
<b><u>Additional Modifications &amp; Services (Ref Attachment 1 for Warranty)</u></b>	
1 130-3062-0TBD 400 AMP Generator Kit	\$222,200
2 130-8004-0005 -67 Engine 17500lbs Increased Gross Weight (IGW) Kit	N/C
3 130-8004-0005 -67 Engine 17500lbs Increased Gross Weight (IGW) Kit Installation	N/C
4 Provide and Install Cabin Digital Audio Control System/Cockpit Audio System (Includes Four (4) Bose A20 Headsets)	159,100
5 Perform Electrical Load Analysis (ELA)	35,800
<b>Sub-Total Additional Modifications &amp; Services</b>	<b>\$417,100</b>
<b><u>Total Base Price plus Detailed Configuration and Additional Modifications &amp; Services.</u></b>	<b>\$9,648,230</b>
<b><u>Sales Allowance on Aircraft delivery in Second Quarter of 2016</u></b>	<b>(\$2,731,130)</b>

P.A. No. \_\_\_\_\_

Total Aircraft Purchase Price. **\$6,917,100**

Initial Deposit received with Purchaser's executed Letter of Intent. Received 01/14/2016. (\$400,000)

Balance of Payment due on Delivery Date **\$6,517,100**

Special Conditions - The Special Conditions will control over any inconsistent, contrary, or conflicting terms otherwise in this Purchase Agreement.

1. **Demo Aircraft Clause:** Purchaser acknowledges that the Aircraft has been used as a demonstrator unit by Seller. Purchaser understands the Aircraft will have normal wear and tear as a result of its use and operation in demonstration service. Normal wear and tear occurs even when an item is treated with care and is properly maintained. Examples of normal wear and tear include but are not limited to: (1) scuffmarks on the sidewalls, seats, and interior baggage compartment and stretching of fabric and/or leather due to use; (2) Scratches in the leading edges and windows; (3) marks, nicks, etc. to the exterior paint; and (4) utilization of an appropriate percent of the useful life of the tires within the limits described in the applicable manufacturer's maintenance manual. Purchaser acknowledges and agrees that normal wear and tear will not be considered a discrepancy which will be remediated prior to delivery and that the interior and exterior of the aircraft will be delivered to and accepted by Purchaser "as is." as further defined in Clause #3 below. Seller agrees that any other discrepancy identified in the course of completing 4.a. ACCEPTANCE AND DELIVERY will be corrected as defined therein.
2. **Warranty Clause:** Due to the age of the Aircraft, Purchaser acknowledges that the Aircraft Warranty has been consumed. As a result, the warranty set forth in Specification and Description document, dated November 2014 Section 20: King Air 350ER Limited Warranty is no longer applicable or valid.
3. **As Is Where Is Clause:** EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, SELLER HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE AGREEMENT, THE AIRCRAFT, AND THE AIRCRAFT DOCUMENTATION (EXCEPT FOR THE EXPRESS WARRANTY OF TITLE SET FORTH IN THE BILL OF SALE). THE AIRCRAFT AND AIRCRAFT DOCUMENTATION ARE BEING SOLD SUBSEQUENT TO INSPECTION BY PURCHASER. SUBJECT TO PURCHASER'S RIGHT TO CONDUCT A PRE-DELIVERY INSPECTION AS DESCRIBED IN ARTICLE 3, PURCHASER AGREES IT IS ACQUIRING THE AIRCRAFT AND AIRCRAFT DOCUMENTATION "AS IS, WHERE IS" UPON DELIVERY. PURCHASER HEREBY RELEASES, RENOUNCES AND DISCLAIMS ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL RIGHTS, CLAIMS AND REMEDIES OF PURCHASER AGAINST SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT, LATENT OR DISCOVERABLE, IN THE AIRCRAFT AND AIRCRAFT DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT OR STRICT LIABILITY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER OR ANY PREDECESSOR TO SELLER, ACTUAL OR IMPUTED; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OR DAMAGE TO THE AIRCRAFT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE AIRCRAFT OR AIRCRAFT DOCUMENTATION, OR FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH NONCONFORMITY OR DEFECT.

THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES AND REMEDIES. IN THE EVENT SUCH LAWS APPLY, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INsofar, AND ONLY INsofar, AS REQUIRED BY SAID LAWS.



P.A. No. \_\_\_\_\_

4. **AMP Generator Solution Clause:** Seller is endeavoring to certify the 400 AMP Generator for the King Air 350 with PT6A-67 Pratt and Whitney Canada Engines with a target date of June 15, 2016. Should Seller for any reason be unable to certify the 400 AMP Generator by this time, Seller and Purchaser agree to mutually discuss and agree on a revised target date.

In the event that the 400 AMP Generator solution is unable to attain FAA certification for any reason, Seller will notify Purchaser and this Agreement will be amended to install the standard King Air 350 300 AMP Generator and delete the price of the 400 AMP Generator as shown in Part 1 under Additional Modifications and Services in the amount of \$222,200. If Seller within twenty-four months from the date of Aircraft delivery develops and certifies a 400 AMP Generator kit, Seller will honor the 400 AMP Generator kit price of \$222,200.

P.A. No. \_\_\_\_\_

## PART 2

Seller and Purchaser agree to Part 1 and as follows:

### 1. AIRCRAFT SPECIFICATION AND DESCRIPTION.

- a. **Aircraft Definition and Price.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Aircraft as described in the Specification and Description ("Specification"), Part 3, and as otherwise specified in this Agreement ("Aircraft") at the agreed price, all as set out in Part 1 and any Amendments (defined in Article 18) thereto. The Specification contains the sole definition of the Aircraft binding on Seller. Advertisements, statements, representations, or other descriptions of the Aircraft not contained in Part 3 are not binding on Seller. Except as otherwise provided herein, any change to the Base Price of the Aircraft, Total Purchase Price, or other pricing will be agreed to by the parties in an Amendment to this Agreement.
- b. **Seller Provided Services.** The Base Price for the Aircraft includes associated Seller provided services described in the Specification.
- c. **Revisions to the Specification.** Seller reserves the right to revise the Specification addressing the Aircraft definition whenever Seller deems such revision is necessary or appropriate (such as if occasioned by product improvements, supplier requirements, or government regulation changes), so long as such revisions do not result in a material reduction in the Aircraft's performance standards as defined in the Specification. Seller will notify Purchaser of any such revisions. These revisions may result in changes to the Inspection Date or Quarter set out in Part 1. Seller will notify Purchaser as soon as practicable if these revisions will affect the Inspection Date or Quarter. Notwithstanding any provision of Article 7, Purchaser agrees that Seller will have no liability to Purchaser as a result of any delays necessary due to Specification revisions.
- d. **Non-FAA Certification Requirements.** Purchaser is responsible for the costs of any modification or change to the Aircraft or the Aircraft documentation caused by any aviation authority having jurisdiction over Purchaser's intended country of registration or operation of the Aircraft which are not known by Seller as of the date this Agreement is finally executed, which arise after the date of this Agreement is finally executed, or which are not otherwise included in the Total Purchase Price.

### 2. PURCHASER'S CONFIGURATION. Purchaser will provide a Detailed Configuration by the Detailed Configuration Due Date identified in Part 1.

- a. **Definition.** A Detailed Configuration is Aircraft specific and may include avionics and interior and exterior definitions selected by Purchaser from the Optional Equipment Selection Document for the Aircraft identified in Part 1. If there is any inconsistency between the pricing in the Optional Equipment Selection Document identified in Part 1 and the Detailed Configuration or Other Charges set out in Part 1, the pricing in Detailed Configuration or Other Charges controls.
- b. **Late Configuration.** If Purchaser does not provide a Detailed Configuration when required and the parties have not fully executed an Amendment to this Agreement identifying the Detailed Configuration within thirty (30) calendar days after such an Amendment is sent to Purchaser, then the Aircraft will be configured similar to Seller's demonstration aircraft as selected by Seller and Purchaser will accept and pay for such configuration at the price designated by Seller.
- c. **Configuration Changes.** Before any Purchaser requested configuration change is made both parties must agree to the change in a written Amendment to this Agreement. The mutually agreed to change may result in an adjustment to (i) the Total Purchase Price which will include the price of the change and Seller's charge, if any, for the change, (ii) payment schedule, and (iii) Inspection Date or Quarter.
- d. **Indemnification.** If Purchaser requests that Seller apply or incorporate any Purchaser specified designation, including but not limited to artwork, logo, design, paint scheme, trademark or trade name, Purchaser will be solely responsible for and indemnify and hold Seller harmless for any and all losses, claims, damages,

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expenses and costs, including attorney fees, arising from claims of any infringement of any intellectual property rights.

3. **PRICING AND PAYMENT TERMS.** Purchaser will pay Seller the Total Purchase Price as specified in Part 1 or as specified in any Amendment(s) thereto and any other mutually agreed upon charges.
  - a. **Initial Deposit.** Contemporaneous with Purchaser's execution of this Agreement, Purchaser will pay to Seller an Initial Deposit as specified in Part 1 or as specified in any Amendment(s) thereto. Unless and until such Initial Deposit is received and accepted by Seller and Seller signs this Agreement as set out in Article 21, this Agreement is non-binding on Seller.
  - b. **Additional Deposits.** Purchaser will pay to Seller additional deposits as required prior to Aircraft delivery as reflected in Part 1 and any Amendment(s) thereto.
  - c. **Balance of Payment.** The Balance of Payment must be made by Purchaser and received by Seller on or before the Aircraft is delivered on the Delivery Date. Charges which are Purchaser's responsibility but unknown when the Balance of Payment is due will be paid by Purchaser within seven (7) calendar days of Seller's notification to Purchaser.
  - d. **Acceptable Methods of Payment.** Each payment whether a deposit or the Balance of Payment will be made in United States dollars by a single wire transfer. All banking charges are Purchaser's responsibility. Payment documentation will show that funds came directly from Purchaser.
  - e. **Taxes.** The Total Purchase Price does not include any sales, use, personal property, value-added, excise, or similar tax or assessments (collectively "Taxes") which may be imposed on either Seller or Purchaser at the time of sale, delivery, or thereafter by any governmental authority upon this sales transaction, the Aircraft and equipment or use of the same by Purchaser, and any such Taxes, if imposed, will be Purchaser's responsibility. Purchaser is also responsible for any and all import duties or other custom charges (collectively "Custom Charges") imposed by any government authority. Purchaser agrees to pay and indemnify Seller against such Taxes and Custom Charges, as well as any withholding taxes, or other charges imposed by any governmental authority (excluding Seller's income or gross receipt taxes) so that in all instances Seller receives payment, after Taxes, equal to the Total Purchase Price. Purchaser agrees to execute any documentation necessary to avoid the imposition of or to receive an exemption from applicable sales or other taxes. These provisions will inure to any successor or approved assignee of Purchaser and will survive until six (6) months after the expiration of any applicable statute of limitations.
  - f. **Financing Aircraft.** Purchaser will notify Seller upon (i) its execution of this Agreement, or (ii) sixty (60) calendar days prior to the Inspection Date, whichever date is later, if Purchaser intends to finance the Aircraft. If Purchaser is unable to obtain approved financing and complete the purchase of the Aircraft as set out herein Seller reserves the right to terminate its obligations under this Agreement and retain all deposits previously made by or on behalf of Purchaser as liquidated damages but not as a penalty.
4. **ACCEPTANCE AND DELIVERY.** Purchaser will accept delivery of the Aircraft at the Delivery Location specified in Part 1 and any Amendment(s) thereto. Purchaser may elect to inspect and accept the Aircraft at the Delivery Location or may elect to waive such inspection and accept the Aircraft by waiver.
  - a. **Inspection or Waiver.** Prior to acceptance by Purchaser, the Aircraft may be subject to inspection and a flight test of not more than two (2) hours in duration. The flight test will be controlled by Seller and no more than two of Purchaser's representatives may participate in the flight test. If either the inspection or flight test reveals any material discrepancy in the Aircraft, Purchaser will immediately notify Seller in writing of any such discrepancy, Seller will have a reasonable time to correct the discrepancy and, if necessary, the Delivery Date, in Seller's sole discretion, will be adjusted. Following cure of any such discrepancy, the parties will continue with the Aircraft acceptance. Purchaser may elect to waive the inspection and flight test by providing Seller with a written waiver on or before the Delivery Date.



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- b. **Delivery Date Events.** Following the procedure set out in Article 4.a., these three events must occur on the Delivery Date: (i) if not previously paid, Purchaser will pay to Seller and Seller will receive the full balance due to Seller under this Agreement for known charges, (ii) Purchaser will take delivery of the Aircraft and execute the delivery documents, and (iii) Purchaser will cause the Aircraft to depart Seller's premises.
- c. **Acceptance.** Acceptance of the Aircraft, as evidenced by a receipt acknowledging acceptance, will constitute Purchaser's agreement that the Aircraft conforms to the Specification and other requirements of this Agreement and is otherwise acceptable to Purchaser.
- d. **Failure to Inspect/Compliance with Delivery Date Events.** If Purchaser fails to (i) inspect or waive inspection, or (ii) comply with all Delivery Date Events set out in Article 4.b., Purchaser will be in breach of this Agreement and the provisions of Article 6 will apply.
- e. **Delivery.** Seller will deliver the Aircraft EXW (EX Works - INCOTERMS 2010) at the Delivery Location specified in Part 1 and any Amendment(s) thereto. Upon delivery, Seller will consent to filing registration documents with the Cape Town Convention International Registry, if applicable. At no time prior to delivery will Purchaser register, consent to, or allow any third party to register any interest under the Cape Town Convention. Purchaser will pay all fees and costs (including legal fees) associated with registering any interest under the Cape Town Convention. If this Agreement is canceled or terminated for any reason and Purchaser is entitled to reimbursement, the reimbursement is conditioned upon (i) Purchaser discharging any registration created by or through it or by persons claiming by or through it; and (ii) Purchaser presenting Seller with evidence of the discharge. Seller will be entitled to offset any costs, fees, or expenses incurred as a result of Purchaser's failure to discharge the registration.
5. **RISK OF LOSS; TRANSFER OF TITLE; REGISTRATION.** After the Aircraft has been accepted by Purchaser, Purchaser has executed the delivery documents, and Seller has received and accepted all monies owed as set out in Article 4.b., then Seller will furnish to Purchaser a Bill of Sale transferring ownership of the Aircraft to Purchaser free and clear of all liens, privileges, encumbrances, charges, and rights of others either directly to Purchaser or, in the case of financed Aircraft, per the terms of fully verifiable executed finance documentation. Risk of loss for the Aircraft will transfer from Seller to Purchaser upon Seller's delivery of the Bill of Sale to Purchaser. Purchaser has sole responsibility for (i) obtaining all permits, licenses, and approvals for importation and operation of the Aircraft; (ii) registering the Aircraft with the United States. Registry or other applicable national civil aviation registry and timely providing any information to Seller necessary for such registration; and (iii) operating the Aircraft upon delivery.
6. **DEFAULT BY PURCHASER.** This Agreement may not be canceled or terminated by Purchaser except as set out in this Agreement. The following events will be considered a default by Purchaser under this Agreement: (i) Purchaser informs Seller by any means that it will not take delivery of the Aircraft on the Delivery Date and Seller does not agree in writing to a later Delivery Date, (ii) Purchaser fails to make, when due, any payment for which it is responsible under this Agreement, (iii) Purchaser fails to comply with the provisions of Article 4.b., or (iv) Purchaser breaches any of its other obligations under this Agreement and such breach is not cured within seven (7) calendar days of the date of Seller's notice of default to Purchaser. The parties agree that Seller's damages in the event of such breach are difficult to quantify, but that the liquidated damages identified herein are the parties reasonable estimate of those damages. In the event of any default by Purchaser prior to Aircraft delivery, including breach of Articles 4.b. (i) and 4.b. (ii), Seller is entitled to retain all paid deposits not as a penalty but as liquidated damages and Seller's obligations under this Agreement will end. The parties agree that if Purchaser defaults by failing to cause the Aircraft to depart Seller's premises on the Delivery Date as set out in Article 4.b. (iii) and this is Purchaser's only default, Seller is entitled to receive from Purchaser reasonable liquidated damages for this default in the amount of \$1,000 per day from the day after the Delivery Date until the Aircraft departs Seller's premises. The Aircraft will not be released until Purchaser has paid in full these post delivery liquidated damages. Purchaser will indemnify and hold Seller harmless from and against all losses, damages, claims, liabilities, and causes of action of every kind, character, or nature arising out of or related to Purchaser's failure to cause the Aircraft to depart Seller's premises on the Delivery Date. Further, if Purchaser defaults in performance of this Agreement and any pilot or mechanic training course has been taken by or on behalf of Purchaser, then Purchaser will also reimburse Seller for such training at retail rates within ten (10) calendar days of Seller's invoice date.

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**7. AIRCRAFT DELIVERY DELAY; FORCE MAJEURE; RETURN OF DEPOSIT AS SOLE REMEDY.**

- a. **Delay for Any Cause.** If Seller fails to deliver the Aircraft on the Delivery Date, except as the result of a Force Majeure Event which is discussed in Article 7.b., Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 120 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in Article 7.d. (i).
- b. **Force Majeure Event.** If Seller fails to deliver the Aircraft on the Delivery Date and the failure to timely deliver is the result of a Force Majeure Event which includes, but is not limited to, strikes, lockouts, or other labor or industrial disturbances; riots; epidemics; war; governmental actions, inactions, or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government and Seller's inability to obtain any governmental certification, export, or airworthiness approval for the Aircraft); fire; weather; delay in supplier deliveries; or other cause beyond Seller's control, Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 180 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in Article 7.d. (ii).
- c. **Seller's Benefit.** The 120 and 180 day periods set out in Articles 7.a. and 7.b. are for the Seller's use and benefit.
- d. **Purchaser's Damages.**
- (i) If Seller fails to deliver the Aircraft within 120 calendar days after the Delivery Date as contemplated in Article 7.a., the parties can, on or before the 120<sup>th</sup> day after the Delivery Date, agree to a later Delivery Date. If the parties agree to a later Delivery Date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the Delivery Date agreed to by the parties. If the parties do not agree to a later Delivery Date within the time specified, this Agreement will end on the 120<sup>th</sup> day after the Delivery Date, Seller will return to Purchaser all paid deposits plus interest under the formula set out in Article 7.d. (iv), and the parties will have no further obligation or liability to each other. The parties agree this is a fair and reasonable amount of liquidated damages to fully compensate Purchaser for Seller's default.
- (ii) If Seller fails to deliver the Aircraft within 180 calendar days after the Delivery Date as contemplated in Article 7.b., the parties can, on or before the 180<sup>th</sup> day after the Delivery Date, agree to a later Delivery Date. If the parties agree to a later Delivery Date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the Delivery Date agreed to by the parties. If the parties do not agree to a later Delivery Date within the time specified, this Agreement will end on the 180<sup>th</sup> day after the Delivery Date, and neither party will have any obligation or liability to the other, except, however, Seller will refund to Purchaser all paid deposits without interest.
- (iii) The parties agree Purchaser's sole remedy for Seller's failure to deliver or to perform any of its obligations under this Agreement is limited to the return of Purchaser's paid deposits, plus interest, when applicable.
- (iv) Interest to be paid to Purchaser under Article 7.d. (i) will be computed as follows: Interest on the deposits will be computed from the date Seller received the respective deposits to the date Seller forwards the deposits to Purchaser. Interest will be paid at the one month LIBOR rate published in *The Wall Street Journal* under "Money Rates" on the first day of the month in which it is determined the deposits will be returned.

8. **ASSIGNMENT.** Purchaser may not assign this Agreement or any right, title, interest, duty, or obligation under this Agreement (collectively "Assignment") without Seller's prior written consent. Seller may consent if the Assignment is (i) to a wholly-owned subsidiary, (ii) to a financial institution solely for the purpose of providing Purchaser financing or leasing for the Aircraft, or (iii) to facilitate a like-kind exchange under Section 1031 of the United States Internal Revenue Code. Seller will not consent to an Assignment to any business entity whose name includes one or more of Seller's trademarks or trade names. A direct or indirect change of more than fifty-one percent (51%) of Purchaser's ownership interest will be deemed an Assignment and breach of this Agreement unless Seller has specifically consented to the change in writing.



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Any attempted Assignment by Purchaser that does not conform with this Agreement will be null and void and constitute a breach of this Agreement and Seller will have the remedies set out herein. At no time prior to delivery will Purchaser engage in speculation or any attempted selling or marketing of the Aircraft or its delivery position either directly or through a third party.

9. **CHOICE OF LAW AND JURISDICTION.** Seller and Purchaser agree this Agreement will be deemed made and entered into and will be performed wholly within the State of New York, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser or the transaction that is the subject of this Agreement will be governed and construed under the laws of the State of New York, USA, exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser or the transaction that is the subject of this Agreement will be adjudicated solely and exclusively in the United States District Court for the Southern District of New York. Each of the parties (i) consents to the exclusive, personal jurisdiction of these courts and, by signing this Agreement, waives any objection to venue of these New York courts, and (ii) agrees that final judgment brought in these courts will be conclusive and binding upon the parties and may be enforced in any other courts with jurisdiction over the parties. Purchaser waives any right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

10. **COMPLIANCE WITH LAWS.**

- a. **Mutual Compliance.** Both parties will comply with all applicable laws, rules, and regulations, including, but not limited to, all United States export, re-export, import and customs laws and regulations, the USA Patriot Act, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. Both parties will obtain authorizations, permits, or licenses as required. Purchaser will provide Seller, as requested by Seller, with documentation such as import and re-transfer statements or certificates and information reasonably related to Seller's compliance with applicable laws and regulations. If Purchaser fails to provide Seller with requested documentation or information, Purchaser will be in breach of this Agreement and Seller will have the remedies set out herein. If Seller is unable to secure any required authorizations, permits, or licenses or if the transaction contemplated by this Agreement becomes prohibited by applicable law, executive order or regulation issued by the U.S. Government or other foreign government or political body to which Seller is subject, then Seller will be excused from its obligation to deliver the Aircraft per Article 7.b.
- b. **End-Use/User Confirmation.** Purchaser will submit a completed End User Certification (reference Exhibit 1 included with this Agreement) at least thirty (30) calendar days prior to the Inspection Date set out in Part 1 or any Amendment thereto. If this Agreement is executed within thirty (30) calendar days of the Inspection Date, Purchaser will submit the completed End User Certification prior to Aircraft delivery. This certification must identify the (i) end-user of the Aircraft, (ii) end-use of the Aircraft, and (iii) country(s) where the Aircraft will be registered and operated. Purchaser will submit an updated End User Certification should such information change prior to Aircraft delivery.

11. **RESPONSIBILITY FOR CERTAIN LOSSES.** Neither party will hold the other responsible for loss or damage to its property or injury to or death of its employees, agents, or representatives at the facilities of the other party in the course of performing this Agreement, except as a result of the other party's willful misconduct. The foregoing applies, without limitation, to losses caused by mechanical defects, parts failure, or accidents.

12. **LIMITED AIRCRAFT WARRANTY.**

- a. **Seller's Written Limited Aircraft Warranty.** WITH THE EXCEPTION OF THE WARRANTY OF TITLE, SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY SET FORTH IN PART 3 IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) (AT SELLER'S OPTION) ARE THE ONLY REMEDIES UNDER SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF AIRCRAFT

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USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, AND ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY OTHER OBLIGATION OR LIABILITY PERTAINING TO THE AIRCRAFT OTHER THAN AS CONTAINED IN ITS WRITTEN LIMITED AIRCRAFT WARRANTY.

- b. **Engine and Other Warranties.** As set out in the Specification, Part 3, the engines, engine accessories, and other components separately warranted by their manufacturer are excluded from Seller's written limited aircraft warranty.
- c. **Laws and Limitations.** The laws of some states and jurisdictions do not permit certain limitations on warranties or remedies. If such law applies, the foregoing exclusions and limitations are amended insofar and only insofar as required by law.
- d. **ITAR-modified Aircraft.** If, after Aircraft delivery by Seller, Purchaser installs equipment controlled by the United States International Traffic in Arms Regulations ("ITAR") on the Aircraft, Purchaser will immediately notify Seller, Seller's written limited aircraft warranty will be null and void, and other manufacturers' warranties may also become null and void. Seller will comply with all ITAR regulations in providing service and support for ITAR-modified Aircraft, including prohibitions against dealing with embargoed countries. Without prior U.S. government authorization, which may be granted or denied in the U.S. government's sole discretion and may take several months to obtain, Seller may not be able to service ITAR-modified Aircraft. Purchaser will provide information requested by Seller to support Seller's application to export parts and services. If Purchaser fails to provide such information or Seller fails to obtain required U.S. government authorizations for reasons beyond its control (even though Seller has no obligation to seek such authorization), then neither Seller nor its service providers will have any further obligation to support Purchaser's ITAR-modified Aircraft.
13. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, MULTIPLE OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, LOSS OF CONVENIENCE, LOSS OF VALUE OR COMMERCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.
14. **SEVERABILITY AND WAIVER.** If any provision of this Agreement is or becomes null or unenforceable by operation of law, the other provisions will remain valid and enforceable. The waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or any other provision nor will it be considered a waiver of the provision itself.
15. **OUTSIDE COMPLETION SUPPORT.** Purchaser acknowledges and agrees that Seller has no responsibility to provide any documentation or Seller data to Purchaser or Purchaser's designated customizing supplier to support any outside completion effort not included as part of this Agreement. Purchaser understands that Seller, in its sole discretion, may elect to provide such documentation or data to Purchaser's designated customizing supplier and that any delays or costs that result from such support will be the sole responsibility of Purchaser and its designated customizing supplier.
16. **NOTICES.** Except as otherwise provided herein, notices required under this Agreement will be in writing, in English, and sent by electronic mail ("E-Mail") or facsimile ("FAX") with confirmation; by courier; or by registered mail return receipt requested. Notice to Seller will be sent to Seller's E-Mail address, FAX or address set forth in this Agreement. Notice to Purchaser will be sent to Purchaser's address set forth in this Agreement or to Purchaser's E-Mail address, or FAX provided by Purchaser. E-Mail addresses, FAX



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numbers, and addresses may be changed by either party upon notice, per the terms of this Article, to the other. All notices will be deemed given on the date they are transmitted or placed in the hands of courier or post for delivery.

17. **ORDER OF PRECEDENCE.** If there is a conflict between the terms and conditions of this Agreement, the terms and conditions of this Agreement, exclusive of Part 3, take precedence over Part 3.
18. **CAPTIONS; ENTIRE AGREEMENT; AMENDMENTS; DRAFTING; SURVIVAL.** Captions used in this Agreement are for convenience of reference only and will not be deemed a part of this Agreement or used in construction of its meaning. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements, representations, negotiations, proposals, or discussions between the parties with respect to its subject matter. No modification to this Agreement will be effective unless in writing as an Amendment to this Agreement, which specifically references this Agreement, and is signed by both parties ("Amendment(s)") except, however, if an Aircraft has been identified with a serial number Seller can change to a different serial number Aircraft if the new serial number Aircraft has the identical specifications, configuration, and pricing without an Amendment to this Agreement. This Agreement is binding on Seller and Purchaser, their heirs, executors, administrators, and permitted assignees. This Agreement is to be construed as if drafted jointly by the parties and no presumption will arise favoring or disfavoring either party by virtue of the authorship of any provision of this Agreement. The provisions of this Agreement survive closing and delivery of any documents of title with respect to the Aircraft.
19. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy, or right of any kind.
20. **CONFIDENTIALITY.** The terms, conditions, and pricing of this Agreement are confidential and Purchaser may not disclose such to any third party, in whole or in part, except as may be necessary to carry out its obligations under this Agreement.
21. **BINDING CONTRACT.** The terms of this Agreement are valid through the Expiration Date set out in Part 1 and as further set out in this Article. If Purchaser's dated, signed Agreement (including Purchaser's initials on all pages of Part 1, Part 2 and the cover page of Part 3) with no changes is received by Seller on or before the Expiration Date then the terms of this Agreement will control. If Seller has not received Purchaser's dated, signed, and fully initialed Agreement with no changes on or before the Expiration Date then the terms set out herein, including pricing and payment terms, will be void. If Purchaser's dated, signed, and fully initialed Agreement is received after the Expiration Date or changes are made to this Agreement by Purchaser, then the Agreement may be executed by Seller in its sole discretion and the price, delivery date, options, and other terms of this Agreement may be modified or deleted. This Agreement will not become a binding contract on Seller until (i) Seller has received Purchaser's initial deposit as set out in Article 3.a., and (ii) Seller has finally signed the Agreement in Kansas. Until this Agreement becomes a binding contract on Seller, the Aircraft may be sold to another customer. By signing below, the signatories to this Agreement verify they have read the complete Agreement, understand its contents and have full authority to bind and do hereby bind their respective parties.
22. **RESERVED.**
23. **COUNTERPARTS.** This Agreement may be signed in counterparts by wet signature or signature scanned and sent to the other party via E-Mail or FAX. Each counterpart will be deemed an original for all purposes and together they will constitute one and the same instrument.



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**BEECHCRAFT CORPORATION**

William Mai  
Signature

William Mai  
Type or Print Name

Vice President for Administration  
Title

1/26/16  
Date

\_\_\_\_\_  
Signature

Neil Griffith  
Type or Print Name


Manager, Contract Administration  
Title

\_\_\_\_\_  
Date

P.A. No. \_\_\_\_\_

**PART 3**  
**SPECIFICATION AND DESCRIPTION**

PA (Rev. 12-14- )  
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 Purchaser Initials \_\_\_\_\_ Seller Initials



**Beechcraft**

## **KING AIR 350ER (-67A) Specification and Description**

'SLICK' INTERIOR (FL-719)

THIS DOCUMENT IS PUBLISHED FOR THE PURPOSE OF PROVIDING GENERAL INFORMATION FOR THE EVALUATION OF THE DESIGN, PERFORMANCE AND EQUIPMENT OF THE KING AIR 350ER WITH THE PT6A-67A ENGINE. IT IS NOT A CONTRACTUAL AGREEMENT UNLESS APPENDED TO AN AIRCRAFT PURCHASE AGREEMENT.

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## INTRODUCTION

This document is published for the purpose of general information for the evaluation of the design, performance and equipment of the Beechcraft King Air 350ER aircraft. Should more detailed data be required, it can be obtained by contacting:

### **Beechcraft Corporation**

P.O Box 85  
Wichita, Kansas 67201-0085  
Attention: Contracts Administration, Dept. 191  
Telephone: 316.676.7111  
Fax: 316.676.1910

This document describes only the King Air 350ER aircraft (fitted with the PT6A-67A engine), serial number FL-719, its powerplants and standard equipment. Also included are the warranties applicable to the King Air 350ER aircraft, Pratt & Whitney Canada™ PT6A-67A engine, Rockwell Collins™ avionics, Hartzell propellers as well as the King Air 350ER Crew Training Agreement. In the event of any discrepancy between this document and the Aircraft Purchase Agreement to which it may be appended, terms specified in the Aircraft Purchase Agreement shall govern.

Engine and Avionics warranties are subject to change at the discretion of the manufacturer. Beechcraft Corporation does not warrant engines or avionics. Should the engine or avionics warranty reflected in this document not be the current warranty provided by the manufacturer, HBC disclaims any liability to Buyer for any such error.

The term "Aircraft" as used in this document and in the Aircraft Purchase Agreement into which it may be incorporated by reference shall unless otherwise designated include the entire King Air 350ER aircraft and all of its parts, components and related publications, including manuals, as more fully described in this Specification and Description.

Throughout this document, Beechcraft Corporation reserves the right to revise the 'Specification and Description' whenever occasioned by product improvements, government regulations or other good cause as long as such revisions do not result in a significant reduction in performance standards.

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## 1. GENERAL DESCRIPTION

The King Air 350ER is a twin turboprop engine executive aircraft utilizing an all metal airframe. The aircraft has provisions for up to nine passengers and their baggage plus a crew of two. The aircraft is certified for single pilot operation.

Powerplants are two Pratt & Whitney Canada PT6A-67A turboprop engines with Hartzell four blade propellers and mounted in a nacelle on the center wing.

The King Air 350ER is certified in accordance with FAR Part 23 Commuter Category, including day, night, VFR, IFR and flight into known icing conditions. The King Air 350ER is compliant with all RVSM certification requirements. (Note: specific operator approval is required for operation within RVSM airspace. A service to help with this process is available as an option).

### **Dimensions**

Overall Height..... 14 ft 4 in. (4.37 m)  
Overall Length..... 46 ft 8 in. (14.22 m)

### **Wing**

Span (overall)..... 57 ft 11 in. (17.65 m)  
Area..... 310 sq. ft (28.8 sq. m)  
Sweep (at 25% chord)..... 0.0 deg  
Dihedral..... 6.0 deg  
Aspect Ratio..... 10.8  
Mean Aerodynamic Chord..... 5 ft 10 in. (1.78 m)

### **Horizontal Tail**

Span (overall)..... 18 ft 5 in. (5.61 m)  
Area..... 68 sq. ft (6.32 sq. m)  
Sweep (at 25% chord)..... 17 deg  
Dihedral..... 0 deg  
Aspect Ratio..... 5.0

### **Vertical Tail**

Area..... 52.3 sq. ft (4.86 sq. m)  
Sweep (at 25% chord)..... 37.1 deg  
Aspect Ratio..... 1.1

### **Cabin**

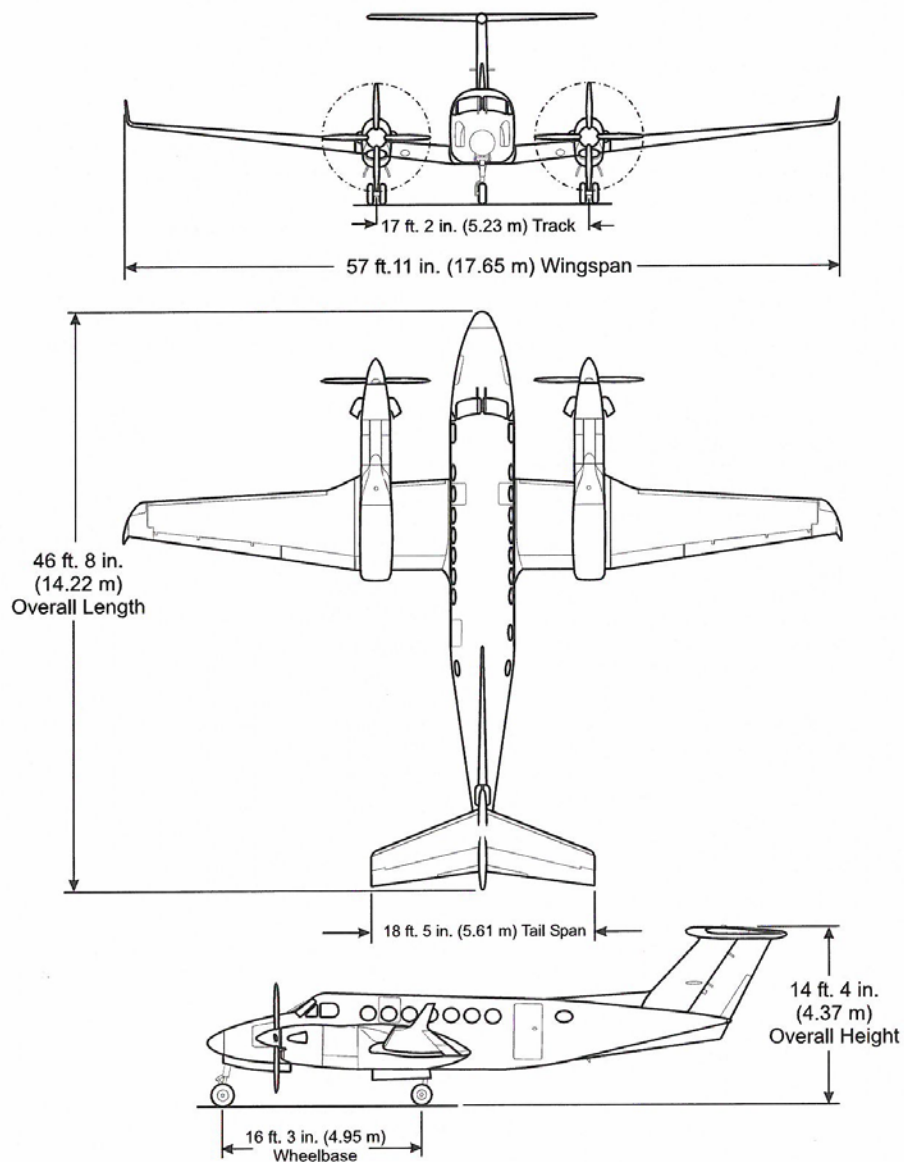
Total Pressurized Length..... 24 ft 10 in. (7.57 m)  
Length (excluding cockpit)..... 19 ft 6 in. (5.94 m)  
Height (max)..... 4 ft 9 in. (1.45 m)  
Width (max)..... 4 ft 6 in. (1.37 m)  
Width - at floor..... 4 ft 1 in. (1.24 m)

### **Entrance Door**

Height (min)..... 4 ft 3½ in. (1.31 m)  
Width (min)..... 2 ft 2¾ in. (0.68 m)



## 2. GENERAL ARRANGEMENT





### 3. DESIGN WEIGHTS AND CAPACITIES

Maximum Ramp Weight .....	16,600 lb (7,530 kg)
Maximum Take-off Weight .....	16,500 lb (7,484 kg)
Maximum Zero Fuel Weight .....	13,000 lb (5,897 kg)
Maximum Landing Weight .....	15,675 lb (7,110 kg)
'Slick' Basic Operating Weight <sup>1</sup> .....	9,650 lb (4,377 kg)
Fuel Capacity (Useable) .....	5,192 lb (2,355 kg)
(@ 6.7 lb per U.S gallon)	

<sup>1</sup> Estimated Basic Operating Weight includes one pilot, unusable fuel, oil, 'Slick' interior, primer paint only and avionics.

### 4. PERFORMANCE

All performance data is based on a standard aircraft and International Standard Atmospheric (ISA) conditions. Take-off and landing lengths are based on level, hard surface, dry runways with zero wind.

Range ( $\pm 3\%$ ), Max Range Cruise.....2,060 nm (3,815 km)  
(1 pilot + 800 lb. payload. Range allows for taxi, take-off, climb, cruise, descent and NBAA IFR reserve profile with 100 nm alternate)

Stall Speed (Landing configuration)...81 kt (150 km/hr) IAS  
(at 15,000 lb/6,804 kg)

Maximum Operating Altitude .....35,000 ft (10,668 m)

Take-off Field Length.....4,034 ft (1,230 m)  
(FAR 23 [Commuter Category], Sea Level, ISA, Flaps Approach, A/C and Bleed Air On, 16,500 lb/7,530 kg)

Landing Distance.....2,980 ft (908 m)  
(FAR 23 [Commuter Category], Sea Level, ISA, 15,675 lb/7,110 kg)

Cruise Speed ( $\pm 3\%$ ).....300 kt (556 km/hr)  
(ISA, 24,000 ft (7,315 m) altitude, 13,500 lb (6,123 kg),  
Max. Cruise Power, 1,500 rpm)

Noise

Take-off.....82.2 dB(A)

### 5. STRUCTURAL DESIGN CRITERIA

The King Air 350ER wing and fuselage are of conventional semi-monocoque construction. It has fully cantilevered wings and a T-tail empennage. Most of the structures are fabricated of high strength aluminum alloy. Steel and other materials are used as needed. The design is based on damage tolerance concepts. The airframe is certified damage tolerant (unlimited life) which ensures continuing structural integrity through an inspection program and appropriate maintenance action. The aircraft structure is divided into three major components, the fuselage, wing and empennage.

At the maximum operating altitude of 35,000 ft (10,668 m), a nominal cabin pressure differential of  $6.5 \pm 0.1$  psi provides a 10,380 ft (3,164 m) cabin altitude.

#### Limit Speeds

$V_{MO}$ ..... 245 KIAS (454 km/hr)  
(at sea level to 24,000 ft (7,315 m))

$V_{MO}$ ..... 245 to 192 KIAS (454 to 356 km/hr)  
(24,000 ft (7,315 m) to 35,000 ft (10,668 m))

$M_{MO}$ ..... 0.58 M

#### Flap Extension Speeds

$V_{FE}$  (Approach)..... 202 KIAS (374 km/hr)  
 $V_{FE}$  (Full Down)..... 158 KIAS (293 km/hr)

#### Landing Gear Operating and Extension Speed

$V_{LO}$  (extension)..... 182 KIAS (337 km/hr)  
 $V_{LO}$  (retraction)..... 164 KIAS (304 km/hr)

#### CG Range

Forward Limit to 11,800 lb (5,352 kg)..... 7.8% MAC  
Forward Limit at 16,500 lb (7,484 kg)..... 24.8% MAC  
Aft Limit..... 31.7% MAC

## 6. FUSELAGE

The fuselage is fabricated of high strength aluminum alloy, with appropriate use of steel and other materials. The structural design is based on damage tolerance (fail-safe) principles using multiple load paths, bonded doublers and small panel sizes on the primary structure.

The multiframe fuselage is shaped to provide optimized cabin room and passenger comfort. A maximum internal cabin width of 4 ft 6 in. (1.37 m) and maximum cabin height of 4 ft 9 in. (1.45 m) is provided.

The fuselage is divided into three subsections; an unpressurized nose section, a pressurized flight deck and cabin section and an unpressurized tail section.

### Nose Section

The nose section provides the available space for avionics equipment, weather radar antenna, landing lights and nose landing gear. The avionics equipment is located in the upper portion of the nose bay and is accessible through lockable left and right nose access doors. The nose landing gear and landing lights are located in the wheel well in the bottom of the nose section.

### Pressurized Cabin Section

The cockpit and passenger cabin comprise the pressurized portion of the fuselage. The pressure vessel extends from the forward pressure bulkhead to the aft pressure bulkhead and has a maximum operational differential pressure of 6.5 psi. The cabin entry door is located on the left rear side of the fuselage while the left and right forward sides of the fuselage incorporate the emergency exit doors.

### Tail Section

The tail section contains space for the oxygen bottle and cockpit voice recorder. An optional flight data recorder may also be located in this area.

### Flight Compartment Windows

The windshields are a glass and acrylic sandwich and are anti-iced using electro-thermal elements between the panes of glass. Rain removal on the ground and during low speed flight is achieved by use of electromechanical windshield wipers.

## 7. WING

The wing is of semi-monocoque construction incorporating dual spar structures from wing tip to wing tip. The front and rear spars are similar in construction consisting of upper and lower cap extrusions, stiffeners and webs. The inboard section of each spar consists

of a combination of channel fittings, assembled back to back, made from 7075 aluminum plate and forging for the front and rear spar fittings. The wings are attached to the wing center section at these fittings using eight bolts. The main landing gear attach fittings are installed on the rear spar. Flaps and ailerons are installed on the wing.

The four segment flaps are attached to the trailing edges of the wing. The flaps are attached to rail assemblies on the inboard edge of the wing. The flaps consist of a front spar, a rear spar, ribs, side plates, skins and a fairing.

The wing flaps are electrically operated using an electric flap motor. A safety mechanism is provided to disconnect power to the electric flap motor if an asymmetrical condition occurs. The flap system is operated by a flap control lever located on the center pedestal. The flap control lever has three positions: Up, Approach and Down.

Winglets of composite construction are fitted at the wing tips to enhance performance.

## 8. EMPENNAGE

The empennage consists of a vertical stabilizer and a fixed incidence horizontal stabilizer in a 'T-tail' design. Elevators are attached to the trailing edge of the horizontal stabilizer and are operated through a cable/pulley assembly connected to the control column. The rudder is attached to the trailing edge of the vertical stabilizer. Both rudder and elevator trim tabs are provided.

The leading edges of the horizontal stabilizer are de-iced by use of pneumatic de-icing boots.

A white flashing beacon is located on top of the vertical stabilizer. A white tail position light is located on the top rearmost section of the vertical stabilizer. Tail flood lights are located on the lower surface of the horizontal stabilizer to illuminate the vertical stabilizer. A recognition light is located in the leading edge of each wingtip.

## 9. LANDING GEAR

The King Air 350ER is equipped with retractable tricycle landing gear. The main landing gear uses conventional air over oil struts and retracts forwards into each engine nacelle. The nose gear uses a conventional air over oil shock strut and retracts aft into the nose section. The landing gear is electrically controlled and hydraulically actuated and is enclosed by mechanically actuated doors.





The landing gear may be extended at speeds up to 182 KIAS or retracted at speeds up to 164 KIAS. The landing gear position and warning system provides visual and aural indications of landing gear position. Three green indicator lights are located adjacent to the landing gear control handle and a red warning light is located in the knob of the gear handle.

Alternate landing gear extension is accomplished by a manual system that requires the landing gear to be pumped down using the alternate extension handle.

Brake De-ice using bleed air heat is fitted as standard.

#### **Nosewheel Steering**

Nosewheel steering is mechanically actuated by the rudder pedals to provide directional control on the ground. The maximum available steering angle is 49 degrees left or right. Rudder pedal mechanical linkage steering angle is 14 degrees left and 12 degrees right with additional steering obtained through the use of differential braking and asymmetric thrust.

#### **Brakes**

The main landing gear wheels are equipped with brakes operated by toe pressure on the rudder pedals.

The aircraft is equipped with four hydraulically operated multi-disc, metallic-lined brake assemblies, one at each main gear wheel. The brakes are applied by toe pressure on the pilot's or copilot's rudder pedals.

### **10. POWERPLANTS**

The King Air 350ER is powered by two nacelle mounted PT6A-67A turboprop engines manufactured by Pratt & Whitney Canada. The engine is a free turbine (the gas generator and power turbine sections are not physically connected), therefore the power requirements during engine starting are relatively low. Each PT6A-67A produces 1,050 shp on a standard day at sea level.

Engine starts may be made using the aircraft battery or external power.

A closed loop fire detection system monitors the engine compartment to detect and warn if a fire occurs. An engine fire extinguishing system is provided.

#### **Propulsion System Controls**

The propulsion system is operated by three sets of controls: the power levers, propeller levers, and condition levers. The power levers serve to control engine power. The condition levers control the flow

of fuel at the fuel control outlet and select fuel cutoff, low idle, and high idle functions. The propeller levers are operated conventionally and control the constant speed propellers through the primary governor.

#### **Power Levers**

The power levers provide control of engine power from idle through takeoff power by operation of the gas generator (N1) governor in the fuel control unit. Increasing N1 rpm results in increased engine power.

#### **Propeller Levers**

Each propeller lever adjusts the propeller governor, which results in an increase or decrease of propeller rpm. For propeller feathering, each propeller lever releases high pressure oil from the propeller allowing counterweights and feathering spring to change the pitch. Detents at the rear of lever travel prevent inadvertent movement into the feathering range. In flight, the operating range is 1,450 to 1,700 rpm.

#### **Condition Levers**

The condition levers have three positions: FUEL CUTOFF, LOW IDLE and HIGH IDLE. Each lever controls the fuel cutoff function of the fuel control unit and limits idle speed at 62% N1 minimum for low idle, and 70% N1 minimum for high idle.

### **11. PROPELLERS**

Each engine is equipped with a conventional Hartzell 105-inch diameter four blade, full feathering, constant speed, counter-weighted, reversing, variable pitch propeller mounted on the output shaft of the reduction gearbox. The propeller pitch and speed are controlled by engine oil pressure, through single action, engine driven governors. Centrifugal counterweights, assisted by a feathering spring, move the blades toward the low rpm (high pitch) position and into the feathered position. Governor boosted engine oil pressure moves the propeller to the high rpm (low pitch) hydraulic stop and reverse position. The propellers have no low rpm (high pitch) stops; this allows the blades to feather after engine shutdown.

Propeller tie-down boots are provided for use on the moored aircraft to prevent windmilling at zero oil pressure.

#### **Propeller Autofeather**

With the autofeather system armed, in the unlikely event of an engine failure during takeoff, the propeller on that engine will automatically feather.

### **Synchrophaser**

The King Air 350's synchrophaser system not only synchronizes propeller RPM, but also phases blade positions so that right and left propeller blades do not pass by the fuselage at the same time. This prevents the beating type noise sometimes present in non-phased twin engine aircraft. This system is displayed on the Multi-Function Display (MFD).

## **12. SYSTEMS**

### **Flight Controls**

Dual flight controls are provided. The primary control system is of conventional design and is manually operated through control cables, push-pull rods and mechanical linkages providing pitch, roll and yaw. Pitch attitude of the aircraft is controlled by the elevators. Roll is controlled through the ailerons. Yaw control is accomplished by use of the rudder.

The secondary control system provides manual and electrical trim for the pitch system, roll trim from the manually operated roll trim surfaces and yaw trim from the manually operated rudder trim surface.

A rudder boost system is installed and is armed by setting the pedestal mounted control switch to the Rudder Boost position. The system senses engine torque from both engines. When the difference in torque exceeds a preset level, the electric servo is activated and deflects the rudder, which assists pilot effort.

Four flaps are mounted on the wings. The flaps move along tracks, actuated by the drive mechanism on the wing rear spar. The wing flaps are electrically actuated and are interconnected by a safety system to ensure symmetrical operation. The flap system is controlled by a flap control lever located on the center pedestal.

### **Fuel System**

The King Air 350ER features a conventional, large capacity fuel system requiring minimum management. Fuel management is automatic in normal operation.

The fuel system provides an independent fuel supply for each engine and is designed to operate on fuels Jet A, Jet A-1, Jet B, JP-4, JP-5 or JP-8. All components in the fuel system are compatible with all fuels approved for the PT6A-67A engine.

The aircraft fuel system consists of two separate main fuel systems connected by a valve-controlled crossfeed line. The aircraft is also equipped with two supplemental fuel systems: two extended range fuel

tanks and two auxiliary fuel tanks. The main systems have a total of 380 gallons of usable fuel. The auxiliary fuel tanks contain a total of 159 gallons of usable fuel and the extended range tanks contain a total of 236 gallons of usable fuel.

When the extended range tanks are filled, they will be used first. During transfer of extended range fuel, the auxiliary tanks and nacelle tanks are maintained full. A check valve in the gravity feed line from the outboard wing prevents reverse fuel flow from the nacelle tank. Upon exhaustion of the extended range fuel tank and auxiliary fuel tank, a float switch located in the auxiliary fuel tank will send a signal to close all valves associated with fuel transfer. Normal gravity transfer of the main wing fuel into the nacelle tanks will then begin.

The engine driven fuel pump (high pressure) is mounted on the accessory case in conjunction with the fuel control unit. The primary boost pump (low pressure) is also engine driven.

### **Hydraulic System**

The hydraulic system is powered by an electric motor-driven pump and provides hydraulic pressure for landing gear retraction and extension.

### **Electrical System**

Electrical power to the aircraft is provided by two 28V DC, 300 ampere each engine driven starter-generators. A 24 volt, 42 ampere-hour lead acid battery supplies electrical power for engine starting and emergency requirements. A 28V DC external power receptacle located under the right wing outboard of the nacelle is provided for connection of an external power unit.

Power from these sources is distributed through the DC electrical power distribution system, which provides power to the individual electrical loads through a multi-bus system. Each power source is electrically connected to the distribution system through relays and line contactors.

A 500 volt-ampere inverter located in the right hand wing stub provides 115 volt 60 Hz AC power to a maximum of four electrical outlets.

### **Pressurization and Environmental System**

The pressurization and environmental systems utilize engine bleed air to pressurize and heat the cabin and de-fog the cabin windows. During normal operation, most functions are automatic. The only manual adjustments required are for individual comfort, such as cabin altitude and cabin rate of climb.





The cabin is pressurized by the flow of air from the cockpit and cabin air outlets. The system uses a variable isobaric controller to drive an outflow valve through a pneumatic relay. Both the outflow and safety valves open automatically at max differential pressure to protect the cabin from overpressure.

Cabin air distribution lines are composed of cold air ducts and warm air ducts. Recycled and/or air-conditioned air is delivered to the cockpit and cabin overhead eyeball outlets and the cockpit glareshield. Warm air is delivered through the cabin and cockpit floor outlets.

If additional cooling power is needed, some air-conditioned air will be diverted to flow out the lower cabin outlets by the temperature controller.

The temperature control system is a digital control unit that automatically regulates the temperature of air delivered to the cabin and the cockpit.

The automatic electronic temperature control for both heating and cooling keeps the cabin and cockpit at a constant temperature during climbs and descent. Individual temperature controls for cabin and cockpit, which are located in the cockpit, provides the ability to regulate temperatures in both areas.

#### **Oxygen System**

The 115 cubic foot oxygen system provides adequate oxygen flow for crew and passengers for a cabin pressure altitude of up to 35,000 ft. The system consists of an oxygen cylinder-regulator assembly mounted in the tail section.

The crew is provided with quick-donning oxygen masks. Oxygen supplies for passengers are provided through drop down masks that are delivered automatically if the cabin altitude rises above 12,500 ft.

#### **Ice and Rain Protection System**

Engine exhaust heat is utilized for heating the engine air inlet lips. Anti-ice protection of the wing and horizontal stabilizer leading edges is provided through engine bleed air driven pneumatic boots. The windshield defogging system uses air supplied by the air conditioning system. The windshield, pitot mast, fuel vent, propellers and stall warning vane are electrically heated.

An oil to fuel heat exchanger, located on the engine accessory case, operates continuously and automatically to heat the fuel sufficiently to prevent ice from collecting in the fuel control unit.

Rain removal is achieved by use of a surface seal application. A two speed electromechanical windshield wiper system is also provided for rain removal on the ground and during slow speed flight operations.

#### **Protective Coverings**

3M™ protective tape is installed on the leading edge of the vertical stabilizer, both tips of the horizontal stabilizers and wings, both wing tip light glareshields, both wing wraparound fairings, and the air conditioner intake. A 3M protective boot is installed on the radome and the vertical stabilizer bullet. Akzo Nobel Aerospace™ Coatings protective coating is applied inboard and outboard of the engine nacelles on the wing leading edge. An additional layer of sealant is applied around the exterior of the windshield, both heated engine inlets and all windows (excluding the storm windows).

### **13. FLIGHT COMPARTMENT AND AVIONICS**

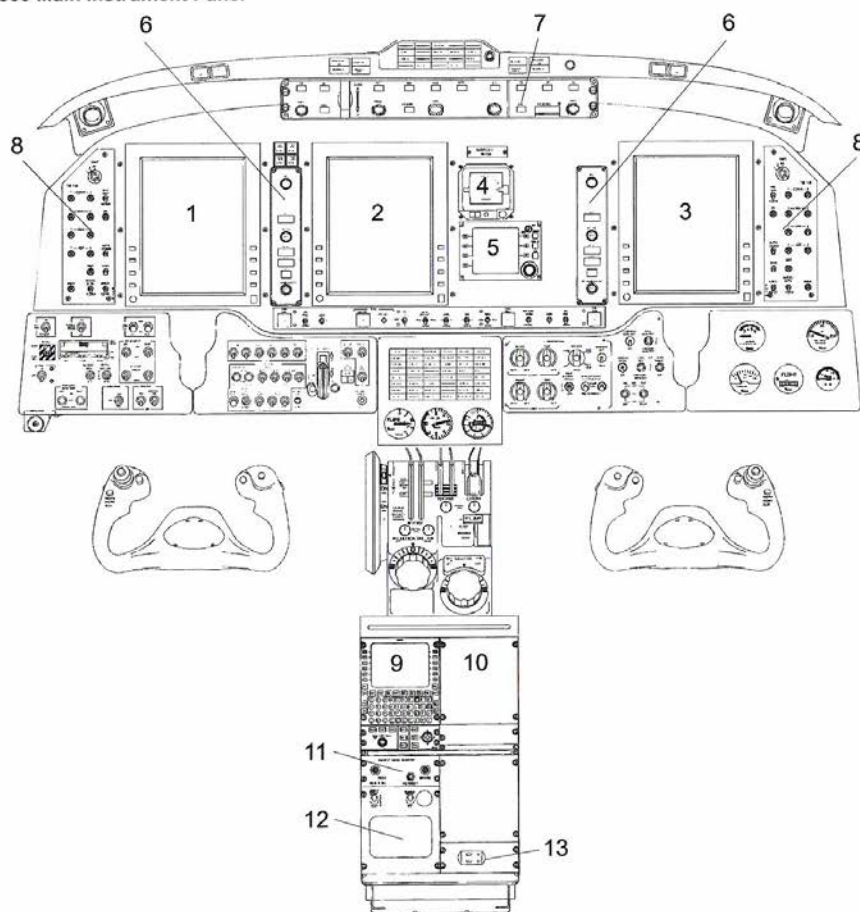
The King Air 350ER is certified for single or two pilot operation. All the controls and switches are laid out for accessibility to either pilot. Circuit breakers are located on the pilot's and copilot's sidewall and are clearly marked to denote the related electrical bus from which power is provided.

An overhead light control panel, located between the two pilots, contains all the instrument panel light and dimmer switches. A second overhead panel contains generator load monitoring gauges and emergency instrument light controls.

A warning annunciation panel (red) centrally located in the glareshield provides system annunciation, and a caution/advisory/status (CAS) annunciator panel (caution – yellow; advisory – green; status – white) is located on the center subpanel. Two red Master Warning flashers located in the glareshield are part of the system as are two yellow Master Caution flashers (located just inboard of the Master Warning flashers).

The 'slick' interior provides a standard 17-inch center pedestal, but can be upgraded with the 24-inch extended pedestal. The 24 inch extended center pedestal (standard on the 'green' interior configuration) is provided with blank panels to facilitate the installation of control heads and other mission equipment during the aircraft missionization program.

King Air 350 Main Instrument Panel



- |   |                                    |
|---|------------------------------------|
| 1. Primary Flight Display (PFD)             | 8. Audio Panels                    |
| 2. Multi-Function Display (MFD)             | 9. Flight Management System        |
| 3. Copilot's Primary Flight Display         | 10. Optional 2nd FMS/GPS location  |
| 4. Electronic Standby Instrument System     | 11. Cockpit Voice Recorder         |
| 5. Rockwell Collins Radio Tuning Unit (RTU) | 12. Pressurization System Controls |
| 6. Display Control Panel (DCP)              | 13. Database Loader (DBU-5000)     |
| 7. Flight Guidance Panel                    |                                    |





### Avionics

The standard flight instrument installation in the King Air 350ER is the Rockwell Collins Pro Line 21 integrated avionics system. The system features an Integrated Avionics Processor System (IAPS), Electronic Flight Instrument System (EFIS), Engine Indicating System (EIS), Air Data System (ADS), Attitude Heading System (AHS), Automatic Flight Guidance System (AFGS), Flight Management System (FMS), Weather Radar System (WXR) and a complete set of navigation and communication radios.

### Integrated Flight Information System (IFIS)

The Rockwell Collins ProLine 21 system includes an Integrated Flight Information System (IFIS) with IFIS 6.0 software that provides enhanced map features to traditional displays (e.g., rivers, lakes, national boundaries, airways and airspace depictions). A FSU is connected to an Ethernet capable MFD and provides the control interface to these enhanced features using a Cursor Control Panel (CCP).

Rockwell Collins ECH-5000 Electronic Charts software depicting NOTAMS, airport diagrams with aircraft location and approach charts (GPS/ILS) is provided as standard. The charts are integrated into IFIS and preloads the electronic charts to match the FMS flight plan.

A one year subscription service is provided for a customer's home region beginning on the date of aircraft acceptance for the following functions: Rockwell Collins enhanced map overlays, Rockwell Collins navigational database, and Jeppesen electronic charts for civilian (non-military and some governmental) operations.

### Electronic Flight Instrumentation System (EFIS)

- Rockwell Collins AFD-3010 Electronic Flight Instrumentation System

The Electronic Flight Instrumentation System (EFIS) consists of an AFD-3010 Primary Flight Display (PFD) on the pilot's and copilot's panels and an AFD-3010e Multi-Function Display (MFD) adjacent to the pilot's PFD.

The PFD includes attitude, flight guidance, airspeed, vertical speed, altitude, HSI, navigation and flight guidance mode information.

The MFD displays engine parameters, map and radar information. Avionics maintenance history can be accessed through the MFD. There is capability for displaying normal checklist, abnormal checklist and emergency checklist items on the MFD.

The DCP-3000 Display Control Panels (DCP) provide barometric pressure correction, secondary engine display control, V-speed reference setting, navigation source selection, bearing source selection, weather radar control and display range selection.

The EFIS displays are also capable of displaying the Rockwell Collins TCAS II and ACSS TAWS+ terrain information.

### Engine Indicating System (EIS)

The EIS utilizes two DCU-3000 Data Concentrator Units (DCUs) to digitize aircraft engine data for input to the avionics system.

During normal operation, primary engine parameters displayed on the MFD by digital and analog formats are:

- Internal Turbine Temperature
- Propeller Torque
- Propeller Speed
- Turbine Speed.



Secondary engine parameters displayed on the MFD in a digital format are:

- Fuel Flow
- Oil Pressure
- Oil Temperature.

Note: During reversionary mode operation, engine parameters are available on the PFD.

### Flight Guidance System (FGS)

- Rockwell Collins FGC-3000 Automatic Flight Guidance System

The FGC-3000 Automatic Flight Guidance System (AFGS) provides an integrated fail-passive three-axis autopilot with yaw damper, flight guidance operation and automatic pitch trim. The AFGS consists of two identical flight guidance computers, three primary servos and a Flight Guidance Panel (FGP).

Two FGC-3000 Flight Guidance Computers (FGCs) provide independent flight guidance computation and operate together to provide 3-axis autopilot, pitch trim and rudder boost functions.

Pilot operation is accomplished through a single integrated FGP-3000 control panel. This panel contains controls for Flight Guidance modes and operation, autopilot operation and yaw damp operation.

#### **Air Data System (ADS)**

- Dual Rockwell Collins ADC-3000 Air Data Computers

The Digital Air Data Computers supply digital output signals to the displays (airspeed and altitude), IAPS, AHRS, transponders, Flight Guidance System and autopilot. The system is RVSM capable.

#### **Attitude Heading System (AHS)**

- Dual Rockwell Collins AHC-3000 Attitude Heading Reference System (AHRS)

The AHC-3000 AHRS provides precision attitude body rates and three-axis linear acceleration data necessary for precision flight path control. The AHRS system provides the basic attitude and heading data displayed on the Primary Flight Display (PFD).

#### **Flight Management System (FMS)**

- Single Rockwell Collins FMS-3000 Flight Management System with Database and FMS 4.0 software providing LPV approach capability.

The Rockwell Collins FMS-3000 is a multi-sensor, position blending, navigation/flight management system that derives precise aircraft position. The system is capable of using VOR/DME, DME/DME and GPS signals to determine position. A DBU-5000 Database Loader is provided which provides software update access to the FMS and File Server Unit.

The FMS installation includes a CDU-3000 Control Display Unit (CDU).

#### **Radio System**

The avionics package includes the following radio systems:

- Dual Rockwell Collins VHF-4000 VHF Communication Transceivers that operate in the 118.00 to 136.975 MHz frequency range in 8.33 KHz spacing increments. Tuning through CDU or RTU. The VHF-4000 radios meet ICAO Annex 10 FM Immunity requirements.

- Single Rockwell Collins NAV-4000 Navigation Receiver integrates VOR/LOC/Glideslope/ADF/Marker Beacon functions. Tuning through CDU or RTU. The ADF has a frequency reception range from 190 to 1799.5 and 2179 to 2185 KHz (selectable in 500 Hz increments).

- Single Rockwell Collins NAV-4500 Navigation Receiver integrates VOR/LOC/Glideslope/Marker Beacon functions. Tuning through CDU or RTU. The NAV-4000 series radios meet ICAO Annex 10 FM Immunity requirements.

- Single RTU-4220 Comm/Nav Tuning Unit installed in the panel provides primary tuning capability for the Comm and Nav radios. Utilizing the RTU-4220, the number one Comm can be operated while on the ground without turning on the master power switch (to obtain ATIS information and ATC clearances). All of the radio equipment can also be controlled through keyboard operation on the CDU-3000.

- Dual Rockwell Collins TDR-94D solid-state, airborne, Mode S air traffic control Transponders with Flight ID.

- Single Rockwell Collins DME-4000 Distance Measuring Equipment (DME). This unit is able to simultaneously interrogate three DME stations.

- Single Rockwell Collins ALT-4000 Radio Altimeter. The ALT-4000 is a solid-state radio altimeter that provides altitude information from 0 to 2,500 feet (762 m) AGL.

- Single GPS 4000S Global Positioning System (GPS). The GPS 4000S sensor processes the transmissions of up to twelve GPS satellites simultaneously and calculates navigation solutions based on information from all satellites in view. The computed position, velocity and time are input to the Flight Management System that integrates this data into the flight plan based navigation solution.

#### **Audio System**

- dB Systems™ Model 700 amplifiers with Model 804 (pilot) / Model 805 (copilot) Audio Panels.

Features dual auto COMM and audio switches, crew interphone, dual cockpit speakers, microphone key button on pilot and copilot control wheels, dual hand-held microphones, dual boom microphone headsets, voice and ident filters.





#### **Weather Radar System (WXR)**

- Rockwell Collins TWR-850 Turbulence Weather Radar

The Rockwell Collins TWR-850 Weather Radar is a four color, 6 range weather radar designed to interface with the EFIS, Primary Flight Display (PFD) and Multi-Function Display (MFD). The radar features  $\pm 15$  degrees of antenna tilt (12 in. diameter antenna), 14 scans of 120 degrees per minute. Color weather depictions clearly identify the intensity and level of targets in any mode of operation.

#### **Maintenance Diagnostic Computer**

- MDC-3110 Maintenance Diagnostic Computer

The central Line Replaceable Unit (LRUs) of the Maintenance System are the Maintenance Diagnostics Computer (MDC), the Flight Guidance Computer (FGC) and the MFD. Maintenance data is displayed and controlled on the MFD through the Line Select keys. Maintenance information may be downloaded via a USB flash drive memory storage device to a laptop computer to allow further examination away from the aircraft.

The Maintenance System capabilities include failure detection, retrieval of current and past failures, displays of current LRU diagnostics and display and control of specified aircraft information. Most LRU's perform self monitoring (failure detection) and report failures to the MDC. The MDC compiles a maintenance record for each reporting LRU and stores this in nonvolatile memory. The pilot or flight-line technician can display LRU status information, current or past failures and real-time aircraft parameters. Aircraft identification, time and date can be entered and stored in the MDC.

#### **Traffic Alert and Collision Avoidance System (TCAS II)**

A Rockwell Collins TCAS-4000 TCAS II system is installed as standard. The TCAS interrogates transponders of surrounding aircraft and displays the relative position of the aircraft targets on the MFD. The system provides aural and visual Traffic Advisories (TAs) and Resolution Advisories (RAs).

For RAs, the system displays required vertical evasive maneuvers in the form of green arcs on the vertical speed indicator of both PFDs. Controls for the system are integrated in the MFDs and CDUs. The TCAS-4000 system complies with Change 7 and European ACAS requirements.

#### **Terrain Awareness and Warning System (TAWS)**

- ACSS™ TAWS+

The TAWS+ system provides a Terrain Awareness and Warning System Class A (TAWS) displayed on the MFD in normal mode or PFD in reversionary mode.

#### **Electronic Standby Instrument System (ESIS)**

- L3 Communications GH-3100

Provides back-up display of attitude, heading, airspeed, altitude and nav with back-up battery.

#### **Additional avionics include:**

- Cabin Paging System with five speakers.
- Solid-State Cockpit Voice Recorder (SSCVR) L3 Communications FA2100 with remote area microphone (120 minutes recording time).
- Emergency Locator Transmitter (ELT) – Artex™ C406-2 ELT with switch control in cockpit.
- Magnetic compass

### **14. INTERIOR**

The King Air 350ER offers a large and spacious 355 cubic foot (10.05 cu. m) cabin. The cabin dimension from the floor to the ceiling is 4 ft 9 in. (1.45 m). Cabin width is 4 ft 6 in. (1.37 m). The length of the cabin is 19 ft 6 in. (5.94 m).

A 'slick interior' provides a smooth hard interior surface with no seats or cabinetry. A forward facing toilet is provided at the aft of the cabin with a small stub partition.

### **15. EXTERIOR**

Distinctive exterior styling featuring polyurethane paint is provided.

### **16. ADDITIONAL EQUIPMENT**

- Propeller Slings (2)
- Engine Inlet Plugs (2)
- Bleed Air Plugs (2)
- Fuel Sump Drain Wrench (1)
- Tow Bar
- Pitot Tube Covers (2)
- Gust Lock Assembly
- Flight Bag
- Full Width Baggage Cargo Web



King Air 350ER 'Slick' Interior Configuration looking Forward

- Engine Oil Drain Tool
- MedAire™ Program
  - MedAire First Aid Kit
  - MedAire Automated External Defibrillator (AED)
  - One year paid subscription to the MedLink Global Response Center.

#### 17. EMERGENCY EQUIPMENT

- Fire Extinguisher in Cockpit and Cabin
- Crew & Passenger Oxygen
- Flashlight

#### 18. DOCUMENTATION AND TECH PUBLICATIONS

Publications provided with and considered a part of the Aircraft include:

- Directory - Beechcraft Corporation Service Centers
- Pilot's Operating Manual/Aircraft Flight Manual

- Aircraft Technical Log, Section 3, Engine (2)
- Pilot's Checklist
- Aircraft Technical Log, Section 3, Propeller (2)
- Avionics Pilots Guides
- Maintenance Information Sheet
- Flight Log
- Maintenance/Inspection Log
- Supplementary Log
- HBC Interactive Maintenance Library CD-ROM including the following manuals:
  - Component Maintenance Manual
  - Wiring Diagram Manual
  - Maintenance Manual
  - Parts Manual
  - Printed Circuit Board Manual





#### 19. REDUCED VERTICAL SEPARATION MINIMUM

The King Air 350ER, as delivered from the factory, is fully RVSM capable.

#### 20. KING AIR 350ER LIMITED WARRANTY

All new King Air 350ER aircraft are covered by the following MANUFACTURER'S LIMITED WARRANTY, which gives Buyer specific legal rights. The law of Kansas applies to this warranty. Note: All warranty work must be accomplished by a Beechcraft Authorized Service Center rated to perform maintenance on King Air aircraft.

##### A. BEECHCRAFT CORPORATION'S ("BEECHCRAFT") LIMITED WARRANTY

1) Subject to the limitations and conditions hereinafter set forth, Beechcraft warrants, at the time of delivery by Beechcraft, each part of the Aircraft structure (fuselage, empennage, wing and control surfaces) to be free from (i) defects in materials or workmanship, and (ii) defects in design that in view of the state-of-the-art as of the date of manufacture should have been foreseen; provided, however, that the defect must be discovered and reported to Beechcraft within sixty (60) months from the date of delivery of the Aircraft to Buyer.

2) Subject to the limitations and conditions hereinafter set forth, Beechcraft warrants, at the time of delivery by Beechcraft, each part of the Aircraft not mentioned in A. (1) above, except avionics and engines (reference paragraphs D and E below), to be free from (i) defects in materials or workmanship, and (ii) defects in design that in view of the state-of-the-art as of the date of manufacture should have been foreseen; provided, however, that the defect must be discovered and reported to Beechcraft within twenty-four (24) months or twelve hundred (1,200) hours of aircraft operation, whichever time period first expires or event first occurs from the date of delivery of the Aircraft to Buyer; provided further, however, that with respect to exterior paint and interior finish items designed, manufactured or installed by Beechcraft the defect must be discovered and reported to Beechcraft within twenty-four (24) months or four hundred (400) hours of aircraft operation, whichever time period first expires or event first occurs; provided further that with respect to maintenance manuals and other technical publications provided with the Aircraft by Beechcraft the defect must be discovered and reported to Beechcraft within the period of the free update subscription also provided with the aircraft for any such manual or publication.

3) Subject further to A. (4) below, the entire extent of Beechcraft's liability shall be limited to that of either reimbursing Buyer for its costs of purchasing a rebuilt, overhauled or repaired part from either Hawker Beechcraft Parts & Distribution or a properly rated Beechcraft Authorized Service Center or, at Beechcraft's election, reimbursing Buyer for its costs of having the part repaired at a properly rated Beechcraft Authorized Service Center. If Beechcraft elects not to repair the part and if neither a rebuilt, overhauled or repaired part is, in Beechcraft's opinion, timely available then Beechcraft will reimburse Buyer for its costs of purchasing a new part from either Hawker Beechcraft Parts & Distribution or a properly rated Beechcraft Authorized Service Center. The labor necessary to complete a repair or remove from the Aircraft such part or parts and to reinstall in the Aircraft such part or parts, as well as any repair made as the result of improper installations by Beechcraft, shall be covered by this Warranty, provided the work is performed at a properly rated Beechcraft Authorized Service Center. A claim must be submitted within sixty (60) days after the work is performed and the part to be replaced must be returned shipping prepaid to Hawker Beechcraft Parts & Distribution within sixty (60) days after the occurrence of the defect at Buyer's own expense (including but not limited to, freight, insurance, customs duties, etc.) unless otherwise directed by Beechcraft Warranty. BEECHCRAFT'S LIMITED WARRANTY will apply to any part repaired or replaced by a properly rated Beechcraft Authorized Service Center pursuant to BEECHCRAFT'S LIMITED WARRANTY; however, the applicable warranty for such part repaired or replaced shall be limited to the unexpired portion of BEECHCRAFT'S LIMITED WARRANTY described in A. (1) or A. (2) above, as applicable. In other words, the warranty period of the part repaired or replaced does not start over from the date of reinstallation.

4) This limited warranty is pro-rated for life-limited parts. For Aircraft parts or systems that have life limitations (including replacement or overhaul intervals) established in the airworthiness section of the Beechcraft maintenance manual or in other technical publications including Safety Communiqués and Service Bulletins, Beechcraft's liability hereunder shall be further limited to the remaining pro-rated life of the defective part, calculated as of the date the defect was discovered and reported to Beechcraft. For example, if a life limited part is found and reported to be defective at 1500 hours of a 2000 hour replacement or overhaul interval (or 750 cycles of a 1000 cycle interval or nine

months of a one year age interval), 75% of its life will have been consumed and Beechcraft will provide 25% of the cost for replacing the part. If the part's life limit is measured by alternative means (such as hours, cycles and/or age), the pro-ratio calculation shall be based on the factor nearest to expiring as of the time the defect is discovered and reported. Nothing about this provision shall be construed to extend the total warranty period beyond the applicable time periods stated in A. (1) or A. (2) above. All warranties expire as noted in A. (1) or A. (2) above, regardless of any remaining life limits on parts. All life limited parts replaced during the New Aircraft Warranty are covered only by their own spare parts warranties; if and as applicable and shall have no coverage under this warranty.

5) Routine services (such as inspections, cleaning, adjustments, etc.) and replacement of items which deteriorate from expected normal wear and tear or exposure (such as paint, upholstery, trim items, bulbs, tires, brakes, hoses, belts, batteries, etc.) are not covered by this LIMITED WARRANTY. Such routine services and replacements required during the course of operation are not considered to be the result of any defect in the Aircraft.

**B. LIMITATIONS APPLICABLE TO BEECHCRAFT'S LIMITED WARRANTY**

1) Beechcraft will be relieved of all obligations and liability under this Warranty if:

i. The alleged defect in the part is due to expected normal wear and tear (such as that is normally expected to paint, upholstery, trim items, etc.), to environmentally induced corrosion or erosion, to foreign object damage, or to misuse or neglect on the part of someone other than Beechcraft; or

ii. Beechcraft's and/or Beechcraft's supplier's identification mark or name or serial number has been removed from the part in question; or

iii. The Aircraft and/or equipment have not been maintained, operated or stored either in accordance with applicable manuals, communications or other written instructions (including, but not limited to, Mandatory Service Bulletins), of Beechcraft or any manufacturer of the part involved, or in accordance with applicable Federal Aviation Regulations and advisory circulars unless Buyer shows that such maintenance, operation or storage was not a contributory cause of the defect; or

iv. The part or system in question has been modified or altered after delivery other than by the Manufacturer or in accordance with a modification or alteration scheme approved in writing by the Manufacturer. In addition, any part or system of the aircraft affected by a modified or altered part or system will not be covered by Beechcraft's Limited Warranty; or

v. The Aircraft is used for purposes other than conventional owner/operator usage. Usage not considered conventional owner/operator includes, but is not limited to, scheduled airline operations or military operations.

2) For the purpose of this Warranty, no part of the Aircraft or equipment will be regarded as breaching the LIMITED WARRANTY merely because, subsequent to its delivery, some modification or alteration becomes necessary for product improvements or in order to meet a change in the requirements of any applicable Federal Aviation Regulation.

3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, BUYER WAIVES AS TO BEECHCRAFT AND SELLER ALL OTHER WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

4) TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE OBLIGATIONS OF BEECHCRAFT SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY HEREUNDER, AND, TO THE SAME EXTENT, NEITHER BEECHCRAFT NOR SELLER SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY BUYER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT.

5) ANY ACTION BY BUYER FOR BREACH OF THIS WARRANTY BE EITHER BEECHCRAFT OR SELLER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE BUYER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.





#### **C. TRANSFER OF WARRANTY**

In the event the Aircraft is resold to another person, firm or entity prior to the expiration of the Limited Warranty described in paragraph A above, any remaining term of that Limited Warranty is automatically transferred to subsequent purchasers of the Aircraft, but subject to the limitations described in paragraph B above.

#### **D. AVIONICS EQUIPMENT WARRANTED BY APPLICABLE MANUFACTURERS.**

Factory installed standard avionics equipment is warranted by the respective manufacturers for varying periods of time. Details of these programs are available from the applicable manufacturer. The majority, but not all, of the Standard Equipment Avionics Suite is manufactured by Rockwell Collins. The following is a summary of the Limited Warranty provided by Rockwell Collins Commercial Systems Division of Rockwell International with respect to Rockwell Collins Pro Line avionics suite:

#### **STANDARD AVIONICS WARRANTED BY ROCKWELL COLLINS**

A. Rockwell Collins agrees to repair or replace at its discretion, without charge, any such equipment, which is defective as to design, workmanship or material, and which is returned to Rockwell Collins at its factory, transportation prepaid, provided:

- (i) Notice of the claimed defect is given Rockwell Collins within five (5) years from date of delivery and equipment is returned in accordance with Rockwell Collins instructions.
- (ii) Such equipment shall not be deemed to be defective, if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner.
- (iii) Rockwell Collins' obligations with respect to such equipment are conditioned upon the proper installation and operation of such equipment by Buyer in accordance with Rockwell Collins written directions.
- (iv) This warranty shall be void if such equipment is altered or repair is attempted or made by other than Rockwell Collins or Rockwell Collins' authorized service center.

B. Rockwell Collins warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in

or with such equipment, will substantially provide the functions set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin). Rockwell Collins will, at its option, without charge, revise or replace such nonconforming software provided:

- (i) Notice of the claimed defect is given Rockwell Collins within twelve (12) months from the date of delivery.
- (ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any conditions in excess of those published in the applicable specification(s).
- (iii) Rockwell Collins' obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Rockwell Collins' written instructions.
- (iv) This warranty shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Rockwell Collins or Rockwell Collins' authorized service center.

NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY.

Note: For avionics installed in all military use airplanes, Rockwell Collins warranty is two (2) years (24 months) from date of delivery of the airplane.

#### **E. ENGINES WARRANTED BY PRATT & WHITNEY CANADA.**

Engines are warranted by their manufacturer, Pratt & Whitney Canada. Details of the engine warranty is available from Pratt & Whitney Canada. An outline of that engine warranty is as follows:

#### **WARRANTY FOR NEW ENGINES.**

Pratt and Whitney Canada (P&WC) warrants that at the time of delivery, all parts of a new engine comply with the relevant specification and are free from defects in material and workmanship and that the engine shall be free from defects in design, having regard to the state of the art at the time of said design and the requirements for the engine as installed on the aircraft.

This warranty shall take effect immediately upon acceptance of the engine by the Buyer, either installed in an aircraft or delivered as a spare, and shall remain in force until the expiration of five (5) years from delivery to the first operator or the completion of 2,500 operating hours, whichever occurs first. This warranty is transferable to subsequent operators.

#### COVERAGE.

During the warranty period, P&WC will repair or replace any parts found to be defective (including resultant damage to the engine) during the warranty period. Such replacement may, at P&WC's option, be made with new parts or serviceable parts.

P&WC will pay reasonable troubleshooting labor, engine removal and reinstallation costs and transportation costs (excluding insurance, duties and taxes) to and from a repair facility designated by P&WC Warranty Administration.

When a rental engine is required to support an engine removal covered by the terms of this warranty, P&WC will provide a special warranty engine rental rate based on the reasonably expected engine maintenance cost for the operator's mission profile.

The operator is responsible for the costs of scheduled maintenance during the warranty period, including but not limited to, routine line maintenance and adjustments, hot section inspection and refurbishment, and engine overhaul. Removal of a part from service because of hourly, cyclic, normal wear and tear or other limitations on its continued use specified in P&WC maintenance or service documents, will not constitute a defect under this warranty, but may be supported on a pro rata (pay for use) basis under the Primary Parts Service Policy.

Notice of a warranty defect must be provided to P&WC within thirty (30) days of the occurrence, and P&WC reserves the right to refuse any warranty claim received more than 180 days after removal from operation of any engine or engine part.

#### APPLICATION.

This Warranty For New Engines applies only to engines operated in non-military aircraft used for commercial, corporate, or private transportation service.

#### OPERATOR'S RESPONSIBILITIES.

The operator is responsible for operating and maintaining the engine, and the cost thereof, in accordance with

applicable manuals and recommendations. This includes, but is not limited to, routine line maintenance and adjustments, hot section inspection and refurbishment and engine overhauls described in P&WC manuals and required by regulatory authorities. All warranty repairs must be carried out at a facility designated by P&WC warranty administration. P&WC shall not be responsible for defects or damages, and the costs thereof, resulting from improper use or maintenance, normal wear and tear, accident, foreign object damage (FOD), erosion, corrosion, sulphidation or any other cause beyond the control of P&WC.

#### LIMITATIONS.

This is the only warranty applicable to the engine and is given and accepted in place of all other warranties or remedies, express or implied, including without limitation any warranties as to MERCHANTABILITY or fitness for purpose. In no event shall P&WC be responsible for incidental or consequential damages.

OTHER TERMS AND CONDITIONS APPLY TO THE WARRANTY. A COMPLETE COPY OF THE WARRANTY FOR NEW ENGINES MAY BE OBTAINED FROM P&WC PARTS AND COMMERCIAL SERVICES ON REQUEST.

#### F. WARRANTY BY HARTZELL PROPELLER INC.

Propellers are warranted by their manufacturer, Hartzell Propeller, Inc. Details of the propeller warranty is available from Hartzell Propeller Inc. An outline of that engine warranty is as follows:

#### WARRANTY FOR NEW PROPELLERS

Hartzell Propeller Inc. warrants that at the time of delivery, all parts of the propeller conform to and meet the requirements of the specifications and are free from defects in material and workmanship.

This warranty shall take effect immediately upon acceptance of the aircraft and shall remain in force until the expiration of three (3) years from delivery to the first operator or the completion of 2,000 operating hours, whichever occurs first.

This warranty does not apply to normal wear and tear, components reaching the end of their useful lives, failures caused by accident, abuse, misuse, or environmental conditions, and failure to maintain, use or store in accordance with instructions provided.





## 21. KING AIR 350ER CREW TRAINING AGREEMENT

### CREW TRAINING

Seller shall provide to Buyer (first retail buyer), as a part of the Total Aircraft Purchase Price, a training package consisting of a training/familiarization program for two (2) suitably qualified pilots and one (1) suitably qualified maintenance personnel. Training shall be conducted by FlightSafety International™ (FSI) located in Wichita, Kansas or at another FSI training location as appropriate. For specific details regarding the training course, course requirements, or completion options contact FSI.

### PILOT TRAINING

Two (2) pilots to type rating – Initial course.

- Minimum pilot qualification prerequisites: valid U.S. FAA Private Pilot Certificate with multi-engine aircraft instrument rating or a valid foreign equivalent, and 1000 hours total aircraft pilot time.
- Preferred pilot qualifications: valid U.S. FAA Commercial Pilot Certificate with multi-engine aircraft instrument rating or a valid foreign equivalent, 1500 hours total aircraft pilot time with 250 hours multi-engine time, and previous completion of turbine and high altitude training.

FSI shall employ its standard established training curriculum consisting of ground school and flight simulator training currently developed to lead to achievement of a King Air 350ER check ride and type rating. Should additional ground or flight training be required beyond the established course syllabus, the schedule, number of flight hours, and other details will be mutually agreed at such time between Buyer and FSI. All additional ground or flight training shall be the responsibility of Buyer, will be accomplished in a Buyer provided aircraft, and all expenses associated with the additional training and/or operation of the aircraft shall be the responsibility of Buyer.

### MAINTENANCE TRAINING

One (1) maintenance personnel – Initial course.

- Minimum maintenance personnel qualification prerequisites: valid U.S. FAA Maintenance Technician Certificate or a valid foreign equivalent.

FSI shall employ its standard training curriculum which currently consists of classroom instruction utilizing systems mock-ups and simulations. Should additional training be required beyond the established course

syllabus, the schedule and/or number of hours will be mutually agreed at such time between Buyer and FSI. All expenses associated with additional training shall be the responsibility of Buyer.

### PERFORMANCE STANDARDS AND COMPLETION OF TRAINING

FSI is responsible for developing course curriculum and satisfactory performance standards in accordance with all current FAA Regulations, Seller requirements, and appropriate industry standards. Seller and FSI cannot guarantee or otherwise assure successful completion of training or final qualification for any license, certificate, or rating. Neither Seller nor FSI shall be responsible for the competency of Buyer's crew during and after training. Neither does Seller or FSI assume any responsibility or liability for training delay or incompletion due to factors beyond their control.

### DURATION OF TRAINING SERVICES

Buyer must avail itself of entire Seller provided crew training package within, and no later than, nine (9) months following the delivery date of the aircraft. No credit or any other financial adjustment shall be allowed for any training not used by Buyer within the nine (9) month time period. FSI shall schedule all training, provide Buyer specific details regarding the training course, course requirements, and completion options, and endeavor to schedule training at a convenient time for Buyer.

### BUYER'S EXPENSES

Buyer shall be responsible for all expenses incurred by Buyer's personnel in conjunction with training, including but not limited to: food, lodging, transportation, car rental, and all costs of operating, maintaining, and insuring the aircraft if utilized for training. Buyer shall also be responsible for all costs involved in acquiring an interpreter if Buyer's personnel are not conversant in English.

In consideration of the above, Buyer hereby releases and will indemnify and save harmless the Seller and FSI, their respective officers, employees, agents, subcontractors, and insurers against any and from all liabilities, claims, actions, and causes of action whatsoever, including any claims for damage to the Aircraft, regardless of the cause thereof (excluding however, any liability of claim relating to the manufacture of the Aircraft and except the negligence of willful misconduct of Seller and their respective officers,

employees, agents, and insurers) and all expenses in connection therewith (including reasonable counsel fees) arising directly or indirectly out of or in connection with the use of the Aircraft for the training described above.

Buyer's execution of Aircraft Purchase Agreement, of which the Specification and Description is a part, constitutes Buyer's acceptance of the foregoing terms and conditions pertaining to the training to be furnished thereunder.

#### ADDITIONAL TRAINING

In the event Buyer requires additional training for the purpose of satisfying the certification and/or operational requirements of Buyer's cognizant civil aviation authority ("CAA") that is outside the scope the standard FlightSafety International Pilot and Maintenance Training described above, the cost of any additional training will be Buyer's responsibility. If Seller learns of the need for additional training, Seller will exercise reasonable efforts to facilitate arrangements for the additional training between Buyer and FlightSafety International. However, because training requirements vary, it is Buyer's responsibility to determine its CAA's requirements for any additional training and then enroll in any applicable training class(es).

**+1.316.676.0800**  
**[www.beechcraft.com](http://www.beechcraft.com)**

Specifications and performance are subject to change without notice. Contact Beechcraft Corporation for details.  
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November 2014

**Attachment 1**

**Limited Warranty for work performed by  
Hawker Beechcraft Global Customer Support, LLC, referred to as the "Service Center".**

The warranty set forth below is applicable to the Additional Modifications and Services within Part 1 of this Agreement.

**Limited Workmanship Warranty**

The Service Center warrants that the services performed hereunder will comply with applicable FAA regulations in effect as of the date the work is performed and as interpreted by the FAA office having jurisdiction over this facility. All work will be warranted under normal use for six (6) months from the date the work is performed. This warranty does not apply to normal wear and tear, the consequence of accidents, negligence, abuse, or misuse, or any repair, removal, reinstallation or alteration, other than by the Service Center.

The Customer's sole and exclusive remedy, and the Service Center's sole and exclusive liability, with respect to this warranty are limited to the correction of the defective work. Such correction shall be performed at the Service Center and requires that the aircraft, and/or the applicable component, material, or equipment arrive at the Service Center, and Customer shall be responsible for transportation costs. The foregoing limited workmanship warranty is in lieu of all other warranties, expressed or implied, including without limitation, implied warranties of merchantability or fitness for particular use. The Service Center will not be liable for any consequential or incidental damages including, without limitation, loss of use or loss of profits.

**OEM Equipment and Component Warranties**

Equipment and component warranties are determined and provided by the Original Equipment Manufacturer (OEM). Please check your warranty certificate to determine warranty details. The Service Center does not warrant equipment or components. The Service Center will assist the Customer, where possible, with their OEM warranty claims on equipment and components installed at our facility. Labor associated with troubleshooting equipment or components performed by the Service Center will be paid by the Customer.

All warranty work must be performed by the Service Center unless otherwise approved by the Service Center. It is the responsibility of the customer to schedule an appointment for all warranty work. The Service Center is not responsible for cost of down time to the aircraft for warranty work or costs in bringing the aircraft to the Service Center for warranty work. The work performed under warranty will be warranted for six (6) months when completed and applies only to the areas worked under the warranty. All other areas will remain under the original warranty date.

**Avionics equipment Warranties**

The Service Center warrants all workmanship on avionics installations for the term of six (6) months. Said warranty is limited to workmanship defects only.

New equipment warranties are governed by the Original Equipment Manufacturer (OEM). Please check your warranty certificate to determine warranty details. The Service Center will assist the customer, where possible, for warranty claims on equipment installed at our facility.



**EXHIBIT A  
END USER CERTIFICATION**

Aircraft:

Year \_\_\_\_\_ Make: \_\_\_\_\_ Model \_\_\_\_\_  
Serial Number: \_\_\_\_\_

End-User of the Aircraft:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

End-Use of the Aircraft (check all that apply)

- ☐ Commercial Transport (e.g. sightseeing, etc.)  
☐ General Transport (e.g. VIP, personal, company)  
☐ Government Transport  
☐ Military Transport  
☐ EMS  
☐ Law Enforcement/Homeland Security  
☐ Utility (e.g. firefighting, news gathering, etc.)  
☐ Military Training  
☐ Other Training  
☐ Other (please specify)

Country where Aircraft will be registered: \_\_\_\_\_

Country or countries where Aircraft will be operated: \_\_\_\_\_

The undersigned certifies that the information provided is true and correct as of the date set out below and agrees to notify Seller as soon as practicable if any of this information changes prior to Aircraft delivery.

\_\_\_\_\_  
Name Date

PA (Rev. 12-14)-

\_\_\_\_ Purchaser Initials    \_\_\_\_ Seller Initials

AGENDA ITEM TITLE: **Budget and Legislative Discussion**, Boswell

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session
- ☐ Education Session
- ☐ Information Item
- ☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Vice President for Government and Community Relations Chris Boswell will update the Board on the 2016 legislative session. Please see information below.

[Note: During this time Trustee Massie will provide a brief Budget Committee report regarding budget reductions, broad timeline, development of a supplemental budget, establishing fundraising goals, and adopting a gift policy.]

## University of Wyoming 2017/2018 Legislative Budget Items | 2016 Budget Session

### Simple Summary of 2017/2018 University of Wyoming Budget Exception Requests

University of Wyoming, Section 067			
Priority	Item	Request	Funded
<p><b>NOTE: "Penny Plan" cut:</b> Reduces generally funded budgets by 1.5% in 2017 and 2018. This cut resulted in a \$5.79M cut to UW's block grant. Other units within UW's budget were also reduced by the "penny plan": NCAR by \$30K, SER by \$8,308.</p> <p><b>NOTE: Section 330 of the budget bill (SF1, SEA 19)</b> directs agencies to prepare budget reductions of 3.5% in FY 2019 and 5% in FY 2020, based on their FY 2017-2018 GF Standard Budgets. In addition, agencies may be asked to submit plans for further reductions to their FY 2018 budgets if revenue forecasts decline.</p>			
1	Compensation	Same treatment as state employees	No
2	Key employee recruitment and retention	\$2M Recurring	No
3	Management and Fiscal System	\$1M recurring, \$5M one-time	<p>Yes, 10M (\$5M from reinstatement of governor's recommended cut to block grant, \$5M one-time) for purchase and operation of system.</p> <p>Management and Fiscal System estimated to cost \$22M in the 2017/2018 biennium (with the remaining expense occurring in the 2019/2020 biennium). The Legislature appropriated \$5M in new appropriation. Thus, in the 2017/2018 biennium, UW must direct 17M to this priority.</p>
4	Operations & Maintenance	\$2M	Partial, \$1M recurring
5	Science Initiative Programmatic	\$4M	Partial, \$2.3M recurring
6	Athletic Competitiveness	\$10M	Partial, \$8M recurring
7	Matching Funds	\$23M	Partial, \$11.5M one-time

8	SER- Carbon Engineering	\$2M one-time	Yes, \$2M one-time
9	Campus science and engineering facilities	\$78.57M	Yes, \$100M to Science Initiative Facility, \$14.5M to Engineering Building, \$3 million for property acquisitions, and \$1 million for satellite energy plant planning.
10	Research Aircraft	\$14.923M	No, but financing arrangement at no more than 3% interest rate was approved.
11	Information Technology	\$2.88M	No
12	Residence Halls Level II planning funds	\$3M	No
13	Masters Degree program in Counselor Ed, UW-Casper	\$387,312	Yes, \$387,312 recurring
14	Statewide BS degree in nursing at CCs	\$1.74M	No
15	Classroom adaptation/renovation	\$4M	No
16	Wyoming Public Media Infrastructure	\$1M	Partial, \$500K one-time
17	Wildlife livestock Disease Partnership	\$200K	Yes, \$200K recurring
18	Rodeo	\$100K	Yes, \$100K one-time
19	SER personnel funding transfer to EORC	(\$589,500)	Approved
<b>Medical Education, Section 167</b>			
<b>Priority</b>	<b>Item</b>	<b>Request</b>	<b>Funded</b>
<p><b>“Penny Plan” cut: Reduces generally funded budgets by 1.5% in 2017 and 2018. This cut resulted in \$567,459 cut to Medical Education’s budget.</b></p>			

<b>The Medical Education, Section 167 budget was also reduced by the following: 10% reduction to travel, 5% reduction to professional service fees.</b>			
1	Compensation	Same treatment as state employees	No
2	WWAMI tuition increase	\$664,284	Yes, \$664,284 recurring
3	WYDENT	\$296,376	Yes, \$296,376 recurring
4	WWAMI space – Level II planning	\$300K one-time	Yes, \$300K one-time
5	UW Family Medicine Residency Programs	\$2.053M and (329,564)	No, request for GF increase was denied, told to use SR (clinic revenue reserve) as one-time fix for projected shortfall in clinic revenue. Reduction was accepted. \$200K SR added for study
6	UW Family Medicine Residency, Cheyenne Clinic renovation planning	\$1M	No
7	Advanced nursing repayment program	\$540K and \$25K	No
<b>WICHE, Section 069</b>			
<b>Priority</b>	<b>Item</b>	<b>Request</b>	<b>Funded</b>
“Penny Plan” cut: Reduces generally funded budgets by 1.5% in 2017 and 2018. This cut resulted in \$77,939 cut to the WICHE budget.			
The WICHE budget was also reduced by the following: 10% reduction to travel.			
1	Support Fees	\$374,205	Yes, \$374,205 recurring
2	Dues (Admin costs)	\$18,982	Yes, \$18,982 one-time
3	Administrative costs	\$43,790	Yes, \$43,790 one-time



AGENDA ITEM TITLE: **Budget Discussion**, Mai/Nichols/Palmerlee

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Trustees President Dave Palmerlee, Dr. Laurie Nichols, and Vice President for Administration Bill Mai will discuss UW's budget with the Board.

AGENDA ITEM TITLE: **Academic Program Evaluation Progress Report**, Jones

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Vice President for Academic Affairs David Jones will update the Board on the academic program evaluation progress.

AGENDA ITEM TITLE: **Discussion with Faculty Senate Representatives**, Palmerlee/Tucker Readdy

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Faculty Senate Chair Tucker Readdy and other Faculty Senate representatives will hold a conversation with the Board.

AGENDA ITEM TITLE: **Residency; Resident and Non-Resident Tuition**, Massie/Miller/Axelson

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☐ Other

Specify:

**BACKGROUND AND POLICY CONTEXT OF ISSUE:**

In November the Board of Trustees considered modifications to UW Regulation 8-1.

The change to UW Regulation 8-1 accomplished two significant things. First, it clarified that for the purpose of determining whether someone has a permanent home in Wyoming to qualify the student for resident tuition there are eight criteria. A student must meet the criterion of being financially independent plus at least four of the remaining seven criteria. This provided a more structured and less subjective analysis than was the previous practice. Second, the new appeals process adopted in the previously revised UW Regulation 8-1 is a review of the Registrar's decision based on the materials submitted rather than a de novo consideration by the Residency Classification Committee, as had been the past practice.

With the changes to the Regulation, the primary question is what factors are considered when the Registrar makes the determination regarding the student's financial independence as required by Section III.B.8.d. In determining what type of interpretation regarding financial independence the University incorporates into its Regulation and practices, another portion of the Regulation that has been part of the residency classification process for many years may shape the discussion as follows: *III. A. Residing in Wyoming primarily as a student will not support a claim for resident status for tuition purposes.* This shows a past intent to limit resident tuition to only those cases where the student could demonstrate that they have made Wyoming a permanent home, the exceptional case for any students who move from out of state for the purpose of attending the University.

The newly revised Section *III. B. 8. d.*, permits students to demonstrate that they should have resident tuition if they meet the following: "*Financial independence and no reliance on resources outside the state of Wyoming for financial support for at least one year immediately preceding filing for residency tuition*" and another 4 of the remaining 7 criteria. The other criteria, such as obtaining a driver's license, voter registration, etc. are fairly easy to obtain for any student residing in Wyoming.

The issue is how and whether a student who comes here paying non-resident tuition during the student's first year can qualify for resident tuition during the balance of their academic career. As a practical matter, this issue most frequently arises in situations for non-traditional undergraduate students or professional/ graduate students rather than students whose families are supporting them through school. Professional/ graduate students should meet a higher standard of proof for financial independence because when assessing whether or not they are primarily residing in Wyoming for purposes of being a student, loans and scholarships are associated with them being students and are more easily attained due to their status as a graduate student; not because they are residents of the state of Wyoming.

In determining how loans are factored into the financial independence analysis for a student, some Federal loans require a parent or co-signer, but others do not. Graduate/professional students under Federal law are able to obtain loans in their own name more easily than undergraduate students. One of the suggested factors for the Board's consideration regarding assessment of financial independence is that if a student has a co-signer on a loan the presumption is that they are not financially independent. However, even with this standard, if applied to graduate/professional students it could open resident tuition to most graduate/professional students after their first year here. This imbalance provides support for a distinction in UW's policies between undergraduate and graduate/professional students and to not include loans for graduate/professional students to count towards their financial independence for purposes of resident tuition.

Student Affairs researched other University residency policies in order to better define financial independence at UW and highlights some of these policies as follows:

- University of Nebraska: "An individual who moves to Nebraska primarily to enroll in a post-secondary institution in Nebraska will be considered a non-resident for tuition purposes for the duration of his or her attendance."
- University of Washington: "Personal loans, PLUS loans, checking & savings accounts, gifts, and cash earnings *shall not* be counted as income in this calculation. Receipt of the Federal Parent PLUS loan will contradict financial independent status."
- Some universities also set for an employment requirement, such as the following: "Students are required to be employed at a non-student employee position, working at least 30 hours per week currently and in the prior year to their petitioning for resident tuition" as it pertains to graduate students.

In UW's policy, since financial independence is an underpinning for a student's determination of resident status, UW may want to provide a Frequently Asked Question (FAQ) to help interpret financial independence. (A DRAFT FAQ follows this narrative.)

A table of the number of petitions received this semester will be distributed at the Board meeting. Because there was confusion regarding implementation of the new regulation this semester and particularly how financial independence is determined pursuant to the Regulation, the Registrar is holding a determination on residency until after this Board's decision. After the Board's discussion the Registrar will communicate with each of the students who have petitioned, as to whether or not based on current regulations the student is approved or denied with rationale provided to the student. Those denied may appeal the decision accordingly and will have 10 days to appeal the residency tuition determination.

#### PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board adopted UW Regulation 8-1 on July 17, 2008 and made revisions to this Regulation on November 18, 2010, November 12, 2014, January 14, 2015, April 13, 2015 and November 20, 2015.

#### WHY THIS ITEM IS BEFORE THE BOARD:

This information is presented as a policy discussion for the Board of Trustees.

**DRAFT FAQ:**

*University Regulation 8-1 III 8 D*

*Financial independence and no reliance on resources outside the state of Wyoming for financial support for at least one year immediately preceding filing for residency tuition.*

**What classifies me as a “dependent” or “independent student”?**

**Dependent students** are defined as individuals who are financially reliant on resources generated outside the State of Wyoming. (A student who is claimed on their parents/legal guardian's latest tax returns will be considered as dependent.)

**Independent students** are defined as individuals who are financially reliant solely on resources that they generate or are in the student's name, such as grants and loans. (The fact that a student is not claimed on their parents/legal guardian's latest tax returns will not in and of itself constitute being independent.) The burden of proof for meeting this definition will be on the students.

To prove financial independence, students must show they financially covered their total expenses for at least the year prior to submitting an application for resident status. See the application form requesting financial information for various categories of expenses. Total expense is determined by the tuition at non-resident rate, student fees and living costs.

For Undergraduate Students: financial sources may be generated from a variety of sources including but not limited to their employment earnings, financial aid, loans, scholarships, savings accounts and grants (Sources from institutions, such as banks and government entities, are not considered out-of-state resources.) Financial sources must show the student as the sole account holder. Direct federal subsidized loans for undergraduate students considered dependent as per Title IV federal regulations and loans taken out with a co-signer means the student is presumptively not financially independent. Likewise, funds that family members or friends send to a student, whether placed into a savings account or other financial holding, will indicate that a student is not financially independent.

For Graduate/Professional Students: financial sources may be generated from their employment earnings and savings. Financial sources must show the student as the sole account holder. Funds that family members or friends send to a student, whether placed into a savings account or other financial holding, will indicate that a student is not financially independent.

## **UW REGULATION 8-1**

### **Students**

#### **I. ADMISSION**

Admission and programs of the University of Wyoming are offered to all eligible people without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any other applicable protected category. Requirements for admission to the University shall be established by regulations of the University. The Director of Admissions, through the Vice President for Student Affairs, is responsible for the admission of students. Admission of graduate students must also be approved by the faculty of an applicable graduate program.

#### **II. FEES**

Student tuition fees, and charges (Fees) shall be established by the Trustees, and shall be published by the University. All Fees are payable in advance, and no student shall be admitted to classes until Fees have been paid or a deferred payment plan has been established. Payment must be received by the University before any transcripts will be released. In accordance with the University refund policy, if a student formally withdraws from the University, the University shall refund tuition, minus any late fees.

#### **III. STUDENT CLASSIFICATION FOR FEE PURPOSES**

Individuals who qualify as Wyoming Residents shall pay the in-state tuition rate, as established by the Board of Trustees. All other students will be classified as non-resident for tuition classification purposes and shall pay the out-of-state tuition rate, as established by the Board of Trustees. For the purposes of determining whether a student qualifies for in-state or non-resident tuition, the following apply:

- A.** Residing in Wyoming primarily as a student will not support a claim for resident status for tuition purposes.
- B.** If the student provides sufficient documentation of the following, the student will be considered a resident for tuition purposes:
  - I.** Any person who lives in Wyoming, including the spouse and any child (including a financial dependent who is under the age of 24) of that person if that person:
    - a.** Has his or her principal employment located within Wyoming and the income from his or her employment is the principal source of income for his or her family; and
    - b.** The individual pays Wyoming taxes as required by law; and



- c. He or she has been employed within Wyoming for at least a majority of the twelve (12) consecutive months immediately preceding the student's application for resident tuition.
2. Graduates of a Wyoming high school.
3. Active Wyoming National Guard members and U.S. Armed Forces members stationed in Wyoming, and their dependents.
4. Graduate students for the duration of a University-funded fellowship.
5. Wyoming residents temporarily absent from the State due to military service, attendance at an educational institution, or other type of documented temporary absence.
6. Individuals who have attended a Wyoming Community College on a full-time basis for at least one semester (excluding summer), have been awarded resident tuition status by the Community College, and who subsequently attend the University within one year of leaving the Wyoming Community College. A legal dependent under the age of 24 of a Wyoming Community College graduate shall also qualify for resident tuition at the University. Aside from the above, attending the University of Wyoming and a Wyoming Community College simultaneously or not being enrolled on a full-time basis at a Wyoming Community College does not qualify a student for resident status for tuition purposes at the University.
7. The spouse or financial dependent of an individual who is determined to be a Wyoming resident pursuant to this Regulation.
8. Individuals with a permanent home in Wyoming. To determine if a permanent Wyoming home has been established, a variety of factors are considered, including evidence and supporting documentation of the following:
  - a. Any former home has been abandoned and the individual has cut all ties with their former state for at least one year immediately preceding filing for residency tuition.
  - b. If a home is owned in Wyoming, it shall be the owner's primary residence, the individual shall have over 50% ownership interest, and ownership must be dated at least one year immediately preceding filing for residency tuition.

- c. One full year of continual presence in Wyoming immediately preceding the filing for residency tuition.
- d. Financial independence and no reliance on resources outside the state of Wyoming for financial support for at least one year immediately preceding filing for residency tuition.
- e. Wyoming vehicle registration at least one year immediately preceding filing for residency tuition.
- f. Wyoming address on most recent federal income tax return for at least one year immediately preceding filing for residency tuition.
- g. A valid Wyoming driver's license for at least one year immediately preceding filing for residency tuition.
- h. Wyoming voter registration for at least one year immediately preceding filing for residency tuition.

No one factor determines residence status. However, to demonstrate a permanent home students must meet factor (d) above regarding financial independence and meet at least an additional four of the eight criteria in this paragraph to qualify for residency for tuition purposes.

- 9. Effective for the 2015 summer school session and each semester thereafter, an applicant for resident tuition who is a veteran or eligible individual, as described in 38 U.S.C. 3679(c)(2), shall qualify as a resident for purposes of tuition at the University of Wyoming if the applicant provides:
  - a. A certificate or other evidence of the veteran's qualifying service in the uniformed services of the United States;
  - b. Documented evidence at the time of enrollment at the University of Wyoming that:
    - (1) The applicant for resident tuition intends to live in Wyoming during the term of enrollment;
    - (2) The veteran was discharged or released from a qualifying period of service in the active military, naval or air service before the date of enrollment;

- (3) If the applicant is a spouse or a child of the veteran, the applicant is a transferee pursuant to 38 U.S.C. 3311(b)(9) or 3319 of the veteran's eligibility for educational benefits.
  - c. A person who has qualified for resident tuition pursuant to the above requirements of this section, shall remain qualified in subsequent years if the person pursues one or more courses of education while remaining continuously enrolled, other than during regularly scheduled breaks, lives in the state during the term of enrollment, and, if the person is eligible through a transfer of eligibility pursuant to 38 U.S.C. 3319, the transfer has not been validly revoked.
- C. The following students are considered non-residents:
  - 1. Individuals who qualify under Section A above;
  - 2. Individuals who do not qualify under Section B above; and
  - 3. Individuals who are not U.S. citizens or permanent residents except as provided by Section B2 above.

#### **IV. APPEALING TUITION DETERMINATIONS**

Students may appeal their classification as a resident or a non-resident through the following process:

- A. A student assigned a non-resident classification may submit an application for residency for tuition purposes to the Registrar or designee. The student must submit the application and accompanying documentation on or before the first day of classes for the semester they want their tuition classification to be reconsidered.
- B. If the Registrar or designee does not grant reclassification, the student may appeal on a form prescribed by the Registrar that decision to the Residency Classification Committee for review, within ten (10) calendar days of the date of the Registrar's or designee's decision. The members of the Residency Classification Committee shall be appointed by the President or designee.

The Residency Classification Committee will review the written decision of the Registrar along with the student's original application and accompanying documentation which were submitted to the Registrar prior

to the submission deadline for that semester and make a written finding to affirm or reverse the classification decision of the Registrar. The student has the burden of proof to show that the Registrar committed error in making the original decision regarding classification. The decision of the Residency Classification Committee is final.

- C. Individuals may be reclassified for the following term when facts indicate that a change in residency has occurred since the time of original residence classification or since their most recent appeal. Reclassification as an in-state student will not be applied retroactively to previous terms.

#### **V. REDUCED TUITION**

The following non-resident individuals shall receive reduced tuition rates calculated at one hundred fifty percent (150%) of resident tuition:

- A. Graduates of the University;
- B. Spouses of graduates of the University; and
- C. Children of graduates of the University.
- D. Other tuition discount programs established by the University.

#### **VI. SCHOLARSHIPS**

Scholarships, other than those from external sources, are established by the Trustees or by Statute. A listing of such scholarships shall be published on the University Student Financial Aid website.

#### **VII. DISMISSAL**

Dismissal of students shall be governed by UW Regulation 8-30 and/or UW Regulation 8-229.

#### **VIII. STUDENT EMPLOYMENT**

The University may provide work opportunities for students to assist in meeting costs associated with progress toward their educational objectives and educational benefits. See the University Employee Handbook for rules, policies, and procedures governing student employees.

#### **IX. STUDENT ORGANIZATIONS**

The Associated Students of the University of Wyoming (ASUW) is hereby recognized as an official organization of the University (see UW Regulation 8-249). All other campus student organizations must apply annually for official University recognition in accordance with the policies and procedures outlined in UW Regulation 8-234.

#### **X. STUDENT PUBLICATIONS**

All student publications supported by University facilities or funds shall be approved by, and subject to the direction of, the University Student Media Board. The Board shall report to the President of the University (see UW Regulation 8-38).

#### **XI. ADMINISTRATION**

The Vice President for Student Affairs shall administer this Regulation.

|

#### **Source:**

Trustee Regulation VIII; adopted 7/17/08 Board of Trustees meeting  
Revisions adopted 11/18/10 Board of Trustees meeting  
Revisions adopted 11/12/14 Board of Trustees meeting  
Revisions adopted 1/15/15 Board of Trustees meeting  
Revisions adopted 4/13/15 Board of Trustees meeting



AGENDA ITEM TITLE: **Fees/Fee Book for FY2017 and Differential Tuition,** Mai

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☐ Other Specify: (Item for Approval)

### Differential Tuition

#### BACKGROUND AND POLICY CONTEXT OF ISSUE:

The Trustees of the University of Wyoming, a constitutional body, are responsible for the “management of the university” (Wyoming Constitution, Article 7, 17). UW Regulation 8-1 stipulates that “all student fees, charges, refunds and deposits shall be fixed by resolution of the Trustees and shall be published in the appropriate university publications.”

A tuition increase of 4 percent for Fiscal Year 2017 was approved for all *resident* and *non-resident* undergraduate and graduate students. The tuition costs per credit hour that resulted from these increases are:

	\$ per credit hour	
	<b><u>FY 2016</u></b>	<b><u>FY 2017</u></b>
<b><u>General Tuition Program</u></b>		
<b>Undergraduate</b>		
Resident	\$119	<b>\$124</b>
Non-resident	\$477	<b>\$496</b>
<b>Graduate</b>		
Resident	\$232	<b>\$241</b>
Non-resident	\$693	<b>\$721</b>
<b><u>Outreach Non-resident (Last year of transition plan- rates are now the same as non-resident Undergraduate and non-resident Graduate rates)</u></b>		
Undergraduate	\$334	<b>\$496</b>
Graduate	\$636	<b>\$721</b>

Proposed Tuition increases for Differential Tuition results in the following tuition costs per credit hour:

<b><u>Tuition Rates for Programs with Differential Rates</u></b>		
<b>Law</b>		
Resident	\$453	<b>\$464</b>
Non-resident	\$964	<b>\$990</b>

<b>Pharmacy</b>		
Resident	\$419	\$436
Non-resident	\$886	\$921
<b>MBA</b>		
Resident	\$595	\$623
Non-resident	\$906	\$945
<b>DNP</b>		
Resident	\$335	\$375
Non-resident	\$709	\$794

Proceeds from the general tuition increase will be used for compensation and academic support. The tuition proposal will generate new revenue of approximately \$2.0M in FY 2017. The tuition revenue generated is intended to be used for the following purposes:

	<b><u>FY 2017</u></b>
Salaries	\$1,000K
Academic Support and programmatic issues	\$ 500K
Libraries and IT	\$ 500K
<b>Total New Revenue</b>	<b>\$2,000K</b>

#### PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board approved a Tuition Increase of 4% for FY 2017 at the November 2015 meeting.

#### WHY THIS ITEM IS BEFORE THE BOARD:

The Board of Trustees approves the tuition rates for the University of Wyoming.

#### ARGUMENTS IN SUPPORT:

- Tuition differentials for Law (J.D.) only increased the base rate by 4%. The differential portion of the fee did not increase.
- Tuition differentials for Pharmacy will increase by the same rate as the general undergraduate and graduate rates both differential and base rates will increase.
- Tuition differentials for MBA increased by 5% for the differential portion and 4% for the base rate for a total increase of 4.6% for the resident rate and 4.2% for the non-resident rate.
- The Fay W. Whitney School of Nursing proposes to increase total DNP tuition by 12%. This translates to an increase in resident tuition of \$40/credit and non-resident tuition of \$85/credit. The revenues from the proposed increase will cover the salary and benefits of an assistant clinical professor: \$141,468 dollars for salary and EBP's. The assistant clinical professor is critical to the psychiatric mental health nurse practitioner option in the DNP program. They cannot offer the option without this faculty position, which must be filled by a nationally certified doctorally educated psychiatric mental health nurse practitioner. Currently, they have one FTE assistant clinical professor assigned to the program;

however, the funding for the position comes from a gift to the School from the McMurry Foundation and those funds will be expended in 12-18 months.

- The differential rate adjustments will provide additional resources directly to the professional degree programs, enhancing the quality of those programs for the students who pay the tuition differentials.

**ARGUMENTS AGAINST:**

None.

**ACTION REQUIRED AT THIS BOARD MEETING:**

It is recommended that the Board of Trustees of the University of Wyoming approve the differential tuition rates for professional programs as presented in this item for Fiscal Year 2017.

**PRESIDENT'S RECOMMENDATION:**

The President recommends approval of the differential tuition program as presented in this item.

**Fees and Fee Book**

**BACKGROUND AND POLICY CONTEXT OF ISSUE:**

The Trustees of the University of Wyoming, a constitutional body, are responsible for the "management of the university" (Wyoming Constitution, Article 7, 17). UW Regulation 8-1 stipulates that "all student fees, charges, refunds and deposits shall be fixed by resolution of the Trustees and shall be published in the appropriate university publications."

The Board adopted a one-year program of tuition increases at the November 2015 Board of Trustees meeting and a one-year program of fees at the March 2015 meeting.

This item (together with the associated University of Wyoming Fee Book publication) presents recommended increases for all Mandatory and Non-Mandatory Fees for the University of Wyoming.

**Mandatory Fees**

The mandatory fees assessed on all students on the Laramie campus support a variety of self-sustaining programs. The proposed increases for FY 2017 will be used to fund operating cost increases (e.g., increases in employer contribution for health insurance premiums, retirement, utility cost increases, etc.) and a limited number of program enhancements.

- The fee request from the Wyoming Union will cover anticipated increases in health insurance and retirement contributions for benefited employees. The Union Board has recommended approval of this request.
- The mandatory Student Services Fee supports a number of programs and operations, including ASUW, Student Media, Recycling, Wellness, AWARE, and Music/Theatre

programs. Base increases in the Student Services Fee will be used to fund retirement contribution increases, health insurance increases, maintenance and repair expenses, and supplies. Additional funding has been requested by Alcohol Wellness Alternatives, Research & Education (AWARE) to cover increased health insurance and to cover increases in cost and coverage of Alcohol Edu and Haven programs. The University Counseling Center/Wellness Center is requesting an increase to cover increases in health insurance. ASUW is requesting a small increase in their fee to cover anticipated health insurance costs and retirement increases. The Recycling program is requesting an increase to cover health insurance increases and retirement increases. Student Media and Music/Theatre did not request an increase in FY 2017.

- The increased fee for Student Health Service will cover increases in health insurance premiums and retirement contribution increases.
- Intercollegiate Athletics did not request an increase in FY 2017.
- The Campus Recreation Programs fee request will cover anticipated health insurance increases and retirement contribution increases.
- There will be no increase in the Transit fee in FY 2017.

The table below summarizes the proposed changes in mandatory fees for FY 2017 along with those assessed in the current year (FY 2016).

**Proposed Mandatory Fees FY 2017**

<b><u>Mandatory Student Fees</u><sup>1</sup></b>	<b>FY 2016</b>	<b>FY 2017</b>
Wyoming Union	\$ 312.10	\$ 314.92
Student Services	\$ 215.10	\$ 219.82
Student Health Service	\$ 222.38	\$ 226.76
Intercollegiate Athletics	\$ 230.00	\$ 230.00
Campus Recreation Programs	\$ 234.00	\$ 235.20
Transit Fee	\$ 107.92	\$ 107.92
Total Mandatory Student Fees	\$1,321.50	\$1,334.62
<b>Total Annual \$ Increase</b>	<b>-</b>	<b>\$ 13.12</b>

<sup>1</sup> Fees are shown on an annual basis

The mandatory fee requests were reviewed by the ASUW Student Fee Committee and submitted to ASUW for ratification. ASUW passed a first reading of Senate Resolution #2488 (see Exhibit 1) on February 16, 2016, supporting the fee increases. Final approval occurred on March 8, 2016.

### **Non-Mandatory Fees**

Non-Mandatory Fees are charged to cover the cost of providing services to individuals who choose (but are **not** required) to purchase these services from the University.

### **Residence Life & Dining Services Rates**

As an auxiliary department, Residence Life & Dining Services (RLDS) is financially self-supporting—the department must generate revenues to support all expenses. The three major revenue components of the RLDS budget are room, board, and rent. To cover projected expenses in FY 2017, room and board fees in the residence halls are proposed to increase by 3.67% and 1.75% respectively, and apartment rent by 1.78%.

The major cost drivers within the RLDS budget are increases in health insurance costs, utilities, and food costs. In FY 2017, in order to fund the anticipated increase in health insurance premiums, retirement increases, anticipated utility rate increases of 8.0%, food cost increases of 6.0%, and liability insurance, it is necessary to increase room rates by 3.67% and board rates by approximately 1.75%.

Rental rates for the student apartments must also support the projected costs for health insurance, retirement, and utility increases. The proposed rate increases for University apartments reflects an overall increase of 1.78% for FY 2017.

The proposed increases would establish the following residence hall room rates for FY 2017:

<b>Residence Hall Room Charges Academic Year, excludes semester break</b>	<b>FY 2016</b>	<b>FY 2017</b>
Room occupancy Double, B	\$4,310	<b>\$4,493</b>
Room occupancy Single, A	\$6,415	<b>\$6,575</b>
Single, B	\$6,176	<b>\$6,330</b>

The proposed increases would establish the following residence hall board rates for FY 2017:



<b>Board Charges, Academic Year</b>		
Fall and spring semesters, excluding Thanksgiving, Christmas, spring and Easter breaks	<b>FY 2016</b>	<b>FY 2017</b>
Unlimited access plan	\$5,727	<b>\$5,827</b>
Any 15 access plan	\$4,942	<b>\$5,028</b>
Any 12 access plan	\$4,398	<b>\$4,475</b>
Any 9 access plan	\$3,563	<b>\$3,563</b>
Any 7 access plan	\$2,823	<b>\$2,823</b>
Dining Dollars (per semester)		
Added Dining Dollars	\$100	<b>\$100</b>
Best Dining Dollars	\$200	<b>\$200</b>
BLOCK PLANS (Per Unit)		
25 Lunches	\$285.67	<b>\$290.67</b>
60 Lunches	\$665.47	<b>\$677.12</b>
25 Any Meal	\$297.96	<b>\$303.17</b>
60 Any Meal	\$704.85	<b>\$717.19</b>

Apartment rental rates for FY 2017 are proposed as follows:

<b>Apartment Rental Rates, Student, per month</b>	<b>FY 2016</b>	<b>FY 2017</b>
Landmark Village	\$793	<b>\$793</b>
Landmark ADA	\$725	<b>\$757</b>
River Village		
Two bedroom	\$935	<b>\$952</b>
Three bedroom	\$1,045	<b>\$1,064</b>
Spanish Walk, one bedroom	\$710	<b>\$735</b>

For the Bison Run Village apartments, the FY2017 rates are proposed as follows:

<b>Bison Run Village, per month</b>	<b>FY 2016</b>	<b>FY 2017</b>
Four bedroom/two bathroom – ADA one level	<b>\$411</b>	<b>\$424</b>
Four bedroom/two and half bathroom	<b>\$433</b>	<b>\$446</b>
Four Bedroom/three bathroom (shared bathroom)	<b>\$411</b>	<b>\$424</b>
Four Bedroom/three bathroom (private bathroom)	<b>\$443</b>	<b>\$456</b>
Three Bedroom/three bathroom	<b>\$448</b>	<b>\$461</b>

### **Other Non-Mandatory Fees**

All other non-mandatory fee changes are outlined in the Fee Book publication.

### **PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

The Board was briefed at the January 2016 Board meeting.

**WHY THIS ITEM IS BEFORE THE BOARD:**

The Board of Trustees authorizes all University fees and charges.

**ARGUMENTS IN SUPPORT:**

The proposed increases support necessary cost increases (e.g., utility increases, retirement, and health insurance cost increases that are consistent with those of employees funded through the Section I Budget) and program and capital improvements outlined earlier.

**ARGUMENTS AGAINST:**

None.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Approval of the Mandatory and Non-Mandatory Fees for FY 2017 as presented in this item and the Fee Book.

**PRESIDENT'S RECOMMENDATION:**

The President recommends that the Trustees of the University of Wyoming approve the Mandatory and Non-Mandatory Fees for FY 2017 as presented in this item and the Fee Book.

Exhibit 1

**SENATE RESOLUTION #2488**

**TITLE:** Proposed Mandatory Student Fee Increases for FY17

**DATE:** February 15, 2016

**AUTHOR:** Vice President Kath

**SPONSORS:** Senators Ellbogen, Hanson, Lehmitz, and Long; SAL Josef Nelson

1. WHEREAS, the Associated Students of the University of Wyoming (ASUW)
2. Mandatory Student Fee Committee is charged with the responsibility to recommend
3. mandatory student fees that benefit a large population of students; and,
4. WHEREAS, the University of Wyoming (UW) entities utilizing mandatory student fees are
5. required to submit fee proposals forecasting the next fiscal year in order to align with the UW
6. fee process; and,
7. WHEREAS, the evaluation of proposed mandatory student fee increases promotes continued
8. operation and expansion of the requesting UW fee units; and,
9. WHEREAS, the proposed increases are suggested to fund aspects of the fee units that benefit
10. the student population at the University of Wyoming.
11. THEREFORE, be it resolved by the Associated Students of the University of Wyoming
12. (ASUW) Student Government that the ASUW recommends and supports the Fiscal Year
13. 2017 Mandatory Student Fees outlined in Addendum A.

**Referred to:** Budget and Planning

**Date of Passage:** \_\_\_\_\_ **Signed:** \_\_\_\_\_  
(ASUW Chairperson)

“Being enacted on \_\_\_\_\_, I do hereby sign my name hereto and  
approve this Senate action.” \_\_\_\_\_

ASUW President

**Addendum A**

<b>Fee Unit</b>	<b>FY 16 Actual Fee</b>	<b>FY 17 Proposed Fee Increase</b>	<b>Percent Increase</b>	<b>FY 17 Proposed Fee</b>	<b>ASUW FY 17 Total Fee Recommendation</b>
ASUW	\$41.99	\$1.20	2.86%	\$43.19	\$43.19
AWARE/UW Counseling	\$5.63	\$0.67	11.90%	\$6.30	\$6.30
Music/Theatre*	\$6.05	-	-	\$6.05	\$6.05
Recycling*	\$10.55	\$1.15	1.42%	\$10.70	\$10.70
Student Media*	\$21.19	-	-	\$21.19	\$21.19
Wellness*	\$22.14	\$.34	1.54%	\$22.48	\$22.48
<b>SS Total</b>	<b>\$107.55</b>	<b>\$2.36</b>	<b>2.19%</b>	<b>\$109.91</b>	<b>\$109.91</b>
Athletics*	\$115.00	-	-	\$115.00	\$115.00
Recreation*	\$117.00	\$.60	.51%	\$117.60	\$117.60
Student Health*	\$111.19	\$2.19	1.97%	\$113.38	\$113.38
Transit*	\$53.96	-	-	\$53.96	\$53.96
Union*	\$156.05	\$1.41	.90%	\$157.46	\$157.46
<b>Non SS Total</b>	<b>\$553.20</b>	<b>\$4.20</b>	<b>.76%</b>	<b>\$557.40</b>	<b>\$557.40</b>
<b>Gr. Total</b>	<b>\$660.75</b>	<b>\$6.56</b>	<b>2.95%</b>	<b>\$667.31</b>	<b>\$667.31</b>

\*=units that did not submit a proposal/non-programmatic increases

SS=Student Services



AGENDA ITEM TITLE: **Approval of Fiscal System Implementation Partner Contract**, Mai

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Item for Approval

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Vice President for Administration Bill Mai will share information on the partner contract for the fiscal system with the Board.

AGENDA ITEM TITLE: **Trustee Award of Merit and Honorary Degree Update**, McGinity/Massie

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

UW President Dick McGinity and Trustee Mike Massie will discuss the Trustee Award of Merit and Honorary degrees.

AGENDA ITEM TITLE: **Nomination and Election Procedures for Trustee Officers**, Bostrom

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Trustee Dave Bostrom will discussion the nomination and election procedure for Trustee Officers.

AGENDA ITEM TITLE: **Capital Facilities Updates**, Miller/Mai

- BSL-3
- RAC 2.0 budget
- Video Board Contractor for Athletic Facilities Audio/Video Board Systems
- Access Easement at McGuire Ranch, Albany Co., WY
- Authorization for property acquisitions
- Engineering Building Update
- Other project updates

CHECK THE APPROPRIATE BOX(ES):

- |                                     |                   |                            |
|-------------------------------------|-------------------|----------------------------|
| <input checked="" type="checkbox"/> | Work Session      |                            |
| <input type="checkbox"/>            | Education Session |                            |
| <input type="checkbox"/>            | Information Item  |                            |
| <input checked="" type="checkbox"/> | Other             | Specify: Item for Approval |

BACKGROUND AND POLICY CONTEXT OF ISSUE:

**BSL-3**

Vice President Mai and Vice President Rick Miller will present information on the BSL2 project to the Board.

**RAC 2.0 budget**

Vice President Mai will present information on the RAC 2.0 budget to the Board.

**Video Board Contractor for Athletic Facilities Audio/Video Board Systems**

The University of Wyoming Athletics department plans to install a combination of video boards, ribbon boards, scoreboards and audio systems for two of the University's athletic facilities: War Memorial Stadium and the UniWyo Gymnasium.

The design and construction documents for these systems have been prepared by Anthony James Partners of Richmond, VA.

On February 26, 2016, bids were received from five (5) contractors. The bid package included several alternates to align the project with available funds. Following a comprehensive review of the base bids and alternates, Panasonic Enterprise Solutions of Newark, New Jersey is recommended for this project. Based on available project funding, the recommendation is to approve the Base Bid amount of \$3,399,188.00 plus Alternates #2 (+\$39,190.00), #4 (+\$47,173.00), #6 (+\$18,750.00) and # 7 (+\$0.00) for a total contract award of \$3,504,301.00.

**WAR MEMORIAL STADIUM**

War Memorial Stadium (WMS) currently houses a video board in the south end of the stadium. This board will be decommissioned and deconstructed. This will include removing the video board, camera platform and related structure as well as removing related data and electrical infrastructure. The existing video board on the north end of the field will be removed as a part of

the Rochelle Athletic Center project. A new video board, approximately 38'-0"H x 84'-0"L, will be installed in the south end zone of WMS. A new camera platform will be included on top of the video board structure. Ribbon boards, approximately 3'-0"H x 30'-0"L, will be located at the four corners of the stadium on the fascia of both the east and west grandstands. Data infrastructure for the ribbon boards will be connected to the Video Production Room located in Field House North. A new audio system will be installed to serve the stadium. The audio system will be controlled from the press box in the stadium and also be connected to the Video Control Room located in Field House North.

#### UNIWYO GYMNASIUM

A video board, approximately 9'-0" H x 18'-0" L, will be installed on the north wall of the UniWyo Gymnasium. The existing video board located within the gymnasium will be removed. The existing video board is mounted on a steel structure. This structure will be analyzed by the contractor to verify it is capable of supporting a new video board. Data infrastructure will be tied back to the Video Production Room located in Field House North. A new score board will be installed on the south wall of the gymnasium. The system will be designed to be operated by a courtside controller.

The project will be funded by a non-interest bearing loan from UW Administration to be paid back over a ten year period by the Athletics department. The source of funding for the loan is unobligated cash.

#### **PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

October 2015 – The board approved the selection of the consulting/ engineering firm, Anthony James Partners to design and prepare the bidding documents for the project.

#### **WHY THIS ITEM IS BEFORE THE BOARD:**

Authorization is required from the Board of Trustees to contract for the construction of the Athletics Facilities Audio/ Video Board Systems project.

#### **ARGUMENTS IN SUPPORT:**

UW Administration has approved a loan to the Athletics department to complete this project.

#### **ARGUMENTS AGAINST:**

None.

#### **ACTION REQUIRED AT THIS BOARD MEETING:**

Authorization to contract with the contractor, Panasonic Enterprise Solutions for construction of the Athletics Facilities Audio/ Video systems.

#### **PRESIDENT'S RECOMMENDATION:**

It is recommended that the Board of Trustees of the University of Wyoming authorize contracting with Panasonic Enterprise Solutions for the construction of the Athletics Facilities Audio/ Video Board systems.

### **Access Easement at McGuire Ranch, Albany Co., WY**

#### **BACKGROUND AND POLICY CONTEXT OF ISSUE:**

An access easement to use an existing private roadway across the University's McGuire Ranch property in Albany County, Wyoming has been requested as a condition of a recent adjacent property sale. The new owners, Perry L. Wildhalm and Elsie E. Branson, of the recently purchased Flat Top Ranch do not have legal access to the property. The Flat Top Ranch is located immediately north of the University's McGuire Ranch property (see attached map).

The 5,600-acre McGuire Ranch property is located approximately 25 miles north of Laramie near Wyoming State Highway No. 34 in Albany County, Wyoming. The property was acquired by the University in 1992 and is currently used for summer livestock grazing research by the University's Laramie Research and Extension (R&E) Center.

The owners of the Flat Top Ranch propose to use an existing private roadway for the access easement as shown in red on the attached map. The private roadway across the McGuire Ranch has been established for some time. The roadway is occasionally used by the University and a neighboring landowner for access. The roadway across University property measures 30 feet wide and approximately 13,213 feet long. The easement will grant non-exclusive use and maintenance of the roadway for access purposes. The University will receive \$2,285 for the easement based on \$ per acre comparable land sales/listings in the area and the surface impact of the easement area acquired (9.1 acres).

#### **PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

None.

#### **WHY THIS ITEM IS BEFORE THE BOARD:**

"It is the policy of the University of Wyoming that when a facility is no longer occupied, or upon request of the University administration, an evaluation of the subject facility or land shall be made to guide decisions regarding the retention or disposal of the facility and the land. The Vice President for Administration shall establish procedures, as appropriate, to determine necessary analyses to be used in the evaluation. Any evaluation regarding retention or disposal of real property shall be presented to the Trustees of the University of Wyoming for consideration."

UW Regulation 1-102, Attachment A: Policy for Retention or Disposal of Real Property.  
Approved by the Board of Trustees of the University of Wyoming July 25, 1998

Board approval is necessary for the University to grant the access easement across University land to the owners of the Flat Top Ranch.

#### **ARGUMENTS IN SUPPORT:**

- The owners have proposed to locate the easement along the least obtrusive and most logical route which follows the location of an existing road.
- The proposed access easement is on an existing, established roadway that has little to no impact to the University's current or anticipated use of the property.

- Agriculture Experiment Station and the Laramie R&E Center have no concerns with granting the proposed access easement.
- Use of the existing roadway provide the owners with their closest, preferred, and most reasonable means of access.
- Granting the easement gives consideration to neighboring landowner needs for legal access to their land.

**ARGUMENTS AGAINST:**

None.

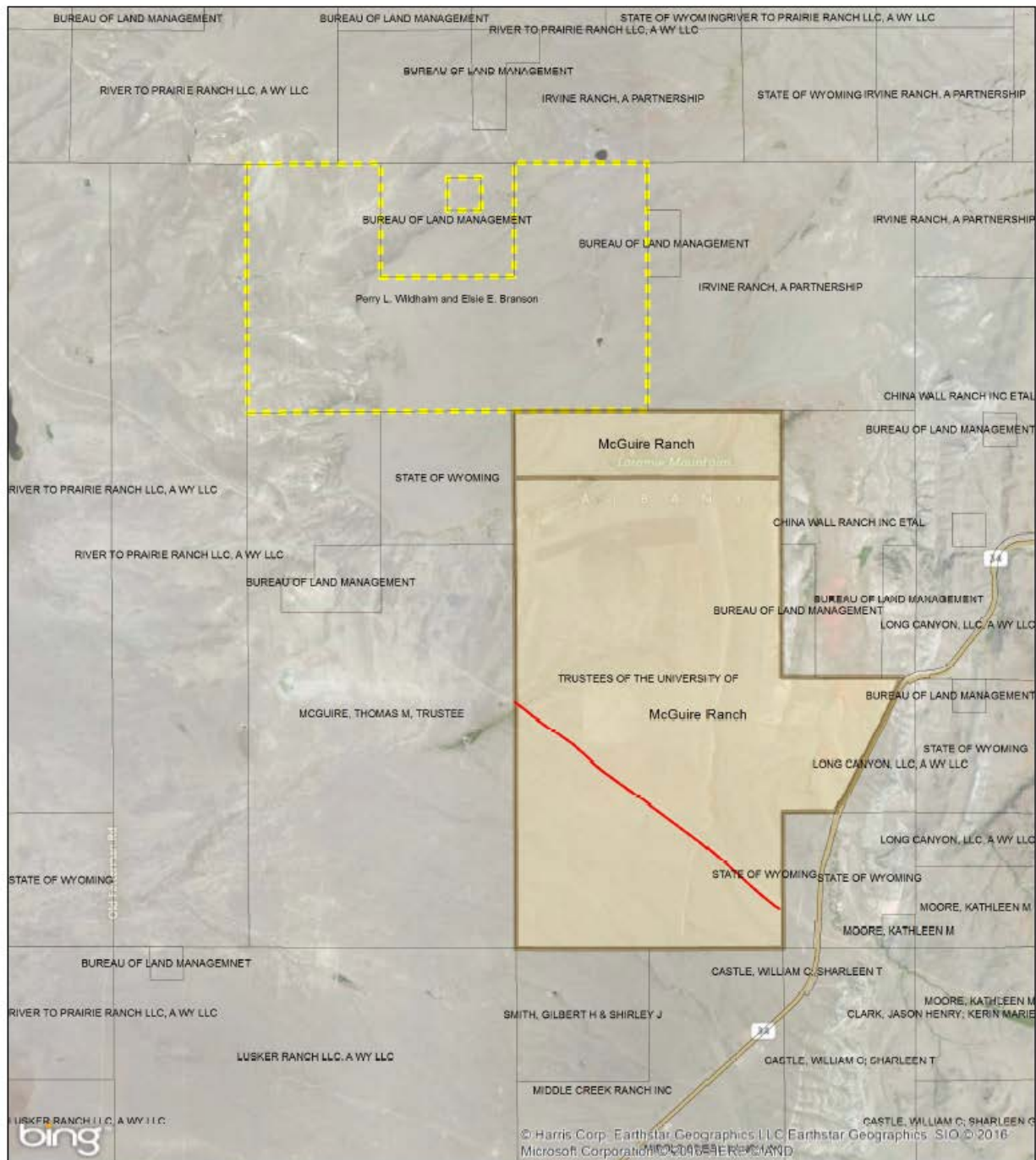
**ACTION REQUIRED AT THIS BOARD MEETING:**

The Board's approval to grant the access easement to Perry L. Wildhalm and Elsie E. Branson on University property at the McGuire Ranch.

**PRESIDENT'S RECOMMENDATION:**

It is recommended that the Board of Trustees of the University of Wyoming approve the access easement to Perry L. Wildhalm and Elsie E. Branson.





PREPARED BY:  
REAL ESTATE OPERATIONS  
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307.766.1937, FAX: 307.766.4836  
CREATED: 05.04.2016

### ACCESS EASEMENT MCGUIRE RANCH UNIVERSITY OF WYOMING

6,000 3,000 0 6,000 Feet

This map is provided as a visual aid only and is not guaranteed. Dimensions and areas shown on this drawing were generated using digital mapping software and do not reflect on-site field survey data. Any depiction of this document is not guaranteed without prior written consent.

#### Legend

- Proposed easement
- UW Property
- Perry L. Wildhalm and Elele E. Branson



**Authorization for property acquisitions**

This topic may be discussed following conversations in executive session.

**Engineering Building Update**

Vice President Mai will update the Board on the Engineering Building.

**Other project updates**

The Board will be updated on other projects as necessary.

AGENDA ITEM TITLE: **Spring 2016 Enrollment & Student Success Update**, Axelson/Alexander

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session
- ☐ Education Session
- ☐ Information Item
- ☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Spring semester classes started on January 25, 2016. Official counts for the 2016 spring semester were taken on Monday, February 15, 2016 (after the 15<sup>th</sup> class day of the semester which would have been Friday, February 12, 2016). A full report will be presented at the March Board of Trustees meeting along with student success: graduation and retention initiatives.

WHY THIS ITEM IS BEFORE THE BOARD:

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

# University of Wyoming Enrollment Analysis

**Spring 2016**

*February 2016*

*Student Affairs  
from the Office of Institutional Analysis'  
15<sup>th</sup> Day Report  
(307) 766-5123*

## **Enrollment Analysis Spring 2016**

The preliminary student enrollment data outlined in this analysis is from the Office of Institutional Analysis' *Preliminary 15 Day Counts* report for spring 2016.<sup>1</sup> A final enrollment analysis including complete Outreach School Professional Development enrollments, which continue throughout the semester, will be available at the end of the semester.

### **Summary Points of Note:**

The University of Wyoming enrolled 12,341 students for the spring semester of 2016, a decrease of 286 students from the previous spring semester.

Enrollment points for several key areas:

- The first-time freshman UW cumulative GPA average is up to 2.83, an increase from 2.69
- New first-time freshman academic probation rates are down to 17.0%, a decrease from 21.1%
- The 6-year graduation rate is up to 55.2%, an increase from 53.8%
- Full time students remain stable with an increase of 7 students to 9,096
- Outreach hours are up to 28,651, an increase of 389
- Minority students are up to 1,472 or 11.9% of the student body, an increase of 103

### **Total UW Enrollment (Tables 1 – 3):**

- The Laramie campus decreased by 31 (-0.3%) to 9,681 students and the Outreach School decreased by 255 (-8.7%) to 2,660 with expected additional enrollment growth by the end of the semester.
- Full-time students increased by 7 (0.1%) to 9,096 students while part-time students decreased by 293 (-8.3%) to 3,245 students.
- Graduate and professional decreased by 230 (-7.5%) to 2,830. Undergraduate enrollment decreased by 56 (-0.6%) to 9,511.
- International students decreased by 25 (-3.0%) this spring to 809 students; graduate and professional international students comprise 408 of these students and decreased by 18 (-4.2%). Undergraduate international students decreased by 7 (-1.7%) to 401.
- Racial and ethnic minority students increased by 103 (7.5%) this spring to 1,472 students which is 11.9% of the student body; graduate and professional minority students

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<sup>1</sup> Reports housed at <http://www.uwyo.edu/oia/student/bos/index.html>.



comprise 213 of these students and increased by 10 (4.9%). Undergraduate minority students increased by 93 (8.0%) to 1,259.

- Students who reported as Hispanics of any race increased by 64 (9.1%) this spring to 765 students which is 6.2% of the student body.
  - Students who reported themselves as being two or more races increased by 47 (15.3%) to 354 students.
  - Modest increases in American Indian/Alaskan Native, Native Hawaiian/Pacific Islanders, with a decrease in Asian student by 9 (5.6%).
- Freshmen with under 30 credit hours increased by 75 (5.3%) to 1,502 students; sophomores with 30 to 59 credits decreased by 32 (-2.0%) to 1,588 students; juniors with 60 to 89 credits decreased by 22 (-1.1%) to 1,961; and seniors with 90+ credits decreased by 6 (0.2%) to 3,886 students.
  - Females comprise 52.4% of the total student enrollment and males comprise 47.6%.
  - Attempted hours decreased by 1,098 (-0.8%) to 144,796; attempted Outreach hours increased by 389 (1.4%) to 28,651. Outreach Credit Programs hours increased 602 (2.3%), while UWC hours decreased 213 (-12.9%).

*Reporting of Outreach hours by instructional location is new for spring 2016.*

#### **New Students (Tables 5-6) Applications/Yields Report (Table 4):**

- The percent of applicants who enrolled is 62.5%, down from 65.7%; freshman yield was up to 53.9% from 38.3%.
- Completed applications at all levels decreased 46 (-3.3%) to 1,341. Applications were up for freshmen (+8), transfers (+12), and other undergraduates (+24) and down for graduate/professional (-90).
- New first-time freshmen increased by 19 students and new transfers increased by 20 students.
  - Transfers from Casper College had the largest gain--30 more students than last spring.

#### **Student Outcomes (Table 7):**

- The first-time freshman UW cumulative GPA average is up to 2.83, an increase from 2.69.
- New first-time freshman academic probation rates are down to 17.0%, a decrease from 21.1%.
- 91.1% of the freshmen enrolled fall semester of 2015 returned for spring semester, a decrease from 92.1% the year before but consistent with the 5-year rolling average of 91.1%.

- 4<sup>th</sup> Year graduation declined to 25.8% from 26.5%, though the percent of continuing plus graduated students in the 4<sup>th</sup> year has increased to 63.6% from 61.9%.
- 5<sup>th</sup> Year graduation has improved to 49.8% from 48.4% and the percent of continuing plus graduated students in the 5<sup>th</sup> year has increased to 60.9% from 59.5%.
- 6<sup>th</sup> Year graduation has improved to 55.2% from 53.8%; this rate exceeds the rolling 5-year average of 53.9%.

**UW Graduates (Table 8):**

- At the conclusion of the fall 2015 semester, the University of Wyoming awarded 600 degrees, a decrease of 13 degrees compared with the previous fall.

For additional information or questions on the enrollment at the University of Wyoming please contact Sara Axelson at (307) 766-5123 or [saxelson@uwyo.edu](mailto:saxelson@uwyo.edu).

Table 1. UW Enrollment Comparisons, Spring 2014 - 2016 - Day 15

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>Total Students</b>	<b>12,465</b>		<b>12,627</b>		<b>12,341</b>		<b>-286</b>	<b>-2.3</b>	<b>-124</b>	<b>-1.0</b>
<b>Classification</b>										
Freshmen	1,452	11.6	1,427	11.3	1,502	12.2	75	5.3	50	3.4
Sophomores	1,594	12.8	1,620	12.8	1,588	12.9	-32	-2.0	-6	-0.4
Juniors	2,018	16.2	1,983	15.7	1,961	15.9	-22	-1.1	-57	-2.8
Seniors	3,878	31.1	3,892	30.8	3,886	31.5	-6	-0.2	8	0.2
Second Bachelors	442	3.5	414	3.3	358	2.9	-56	-13.5	-84	-19.0
Non-degree undergrads	184	1.5	231	1.8	216	1.8	-15	-6.5	32	17.4
<b>[Undergraduates Subtotal]</b>	<b>9,568</b>	<b>76.8</b>	<b>9,567</b>	<b>75.8</b>	<b>9,511</b>	<b>77.1</b>	<b>-56</b>	<b>-0.6</b>	<b>-57</b>	<b>-0.6</b>
Graduate/Professional	2,352	18.9	2,414	19.1	2,337	18.9	-77	-3.2	-15	-0.6
Non-degree graduates	545	4.4	646	5.1	493	4.0	-153	-23.7	-52	-9.5
<b>[Graduate Subtotal]</b>	<b>2,897</b>	<b>23.2</b>	<b>3,060</b>	<b>24.2</b>	<b>2,830</b>	<b>22.9</b>	<b>-230</b>	<b>-7.5</b>	<b>-67</b>	<b>-2.3</b>
<b>Gender</b>										
Males	5,790	46.5	5,912	46.8	5,875	47.6	-37	-0.6	85	1.5
Females	6,675	53.5	6,715	53.2	6,466	52.4	-249	-3.7	-209	-3.1
<b>Race &amp; Ethnicity</b>										
White	9,437	75.7	9,361	74.1	9,009	73.0	-352	-3.8	-428	-4.5
Hispanics of any race	632	5.1	701	5.6	765	6.2	64	9.1	133	21.0
Asian	144	1.2	161	1.3	152	1.2	-9	-5.6	8	5.6
American Indian or Alaskan Native	70	0.6	63	0.5	65	0.5	2	3.2	-5	-7.1
Black or African American	126	1.0	109	0.9	112	0.9	3	2.8	-14	-11.1
Native Hawaiian or Pacific Islander	34	0.3	28	0.2	24	0.2	-4	-14.3	-10	-29.4
Two or more races	250	2.0	307	2.4	354	2.9	47	15.3	104	41.6
<b>[Minority Subtotal]</b>	<b>1,256</b>	<b>10.1</b>	<b>1,369</b>	<b>10.8</b>	<b>1,472</b>	<b>11.9</b>	<b>103</b>	<b>7.5</b>	<b>216</b>	<b>17.2</b>
International	775	6.2	834	6.6	809	6.6	-25	-3.0	34	4.4
Race & Ethnicity Unknown	997	8.0	1,063	8.4	1,051	8.5	-12	-1.1	54	5.4
<b>Full/Part-time Status</b>										
Full-time	8,936	71.7	9,089	72.0	9,096	73.7	7	0.1	160	1.8
Part-time	3,529	28.3	3,538	28.0	3,245	26.3	-293	-8.3	-284	-8.0
<b>Residency</b>										
Resident	8,843	70.9	8,921	70.7	8,591	69.6	-330	-3.7	-252	-2.8
Non-Resident	3,622	29.1	3,706	29.3	3,750	30.4	44	1.2	128	3.5

Table 1. UW Enrollment Comparisons, Spring 2014 - 2016 - Day 15, continued

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>College</b>										
Agriculture & Natural Resources	965	7.7	960	7.6	931	7.5	-29	-3.0	-34	-3.5
Arts & Sciences	3,710	29.8	3,652	28.9	3,557	28.8	-95	-2.6	-153	-4.1
<i>A&amp;S Natural Science</i>	<i>32.0</i>	<i>0.3</i>	<i>28.0</i>	<i>0.2</i>	<i>26.5</i>	<i>0.2</i>	<i>-1.5</i>	<i>-5.4</i>	<i>-5.5</i>	<i>-17.2</i>
Business	1,108	8.9	1,126	8.9	1,190	9.6	64	5.7	82	7.4
Education	1,347	10.8	1,282	10.2	1,217	9.9	-65	-5.1	-130	-9.7
<i>Education Natural Science</i>	<i>32.0</i>	<i>0.3</i>	<i>28.0</i>	<i>0.2</i>	<i>26.5</i>	<i>0.2</i>	<i>-1.5</i>	<i>-5.4</i>	<i>-5.5</i>	<i>-17.2</i>
Engineering & Applied Science	1,659	13.3	1,811	14.3	1,926	15.6	115	6.4	267	16.1
Health Sciences	1,885	15.1	1,790	14.2	1,683	13.6	-107	-6.0	-202	-10.7
Law	214	1.7	213	1.7	222	1.8	9	4.2	8	3.7
Interdisciplinary Programs	167	1.3	198	1.6	191	1.5	-7	-3.5	24	14.4
Undeclared	1,346	10.8	1,539	12.2	1,371	11.1	-168	-10.9	25	1.9
<b>Instructional Location</b>										
<b>Laramie Campus</b>	<b>9,525</b>	<b>76.4</b>	<b>9,712</b>	<b>76.9</b>	<b>9,681</b>	<b>78.4</b>	<b>-31</b>	<b>-0.3</b>	<b>156</b>	<b>1.6</b>
<b>Outreach School</b>	<b>2,940</b>	<b>23.6</b>	<b>2,915</b>	<b>23.1</b>	<b>2,660</b>	<b>21.6</b>	<b>-255</b>	<b>-8.7</b>	<b>-280</b>	<b>-9.5</b>
UWC	263	2.1	201	1.6	182	1.5	-19	-9.5	-81	-30.8
Outreach Credit Programs	2,340	18.8	2,229	17.7	2,120	17.2	-109	-4.9	-220	-9.4
Professional Development	337	2.7	485	3.8	358	2.9	-127	-26.2	21	6.2
<b>Attempted Hours by Student Level</b>	<b>143,814</b>		<b>145,893</b>		<b>144,796</b>		<b>-1,098</b>	<b>-0.8</b>	<b>982</b>	<b>0.7</b>
Undergraduate	122,640	85.3	124,072	85.0	123,513	85.3	-559	-0.5	874	0.7
Graduate/Professional	21,174	14.7	21,822	15.0	21,283	14.7	-539	-2.5	109	0.5
<b>Attempted Hours by Instructional Location</b>	<b>143,814</b>		<b>145,893</b>		<b>144,796</b>		<b>-1,098</b>	<b>-0.8</b>	<b>982</b>	<b>0.7</b>
Laramie Campus	116,133	80.8	117,631	80.6	116,145	80.2	-1,487	-1.3	12	0.0
Outreach School	27,681	19.2	28,262	19.4	28,651	19.8	389	1.4	971	3.5

Based on the 15th day of the semester.

Source: Office of Institutional Analysis

February 26, 2016

Table 1-Supplemental. Spring 2016 Day 15 Federal vs UW Total (including Professional Development) Headcounts

	Federal Total*		UW Total		Difference	
	Number	Percent	Number	Percent	Number	Percent
<b>Total Students</b>	<b>11,983</b>		<b>12,341</b>		<b>358</b>	<b>3.0</b>
<b>Classification</b>						
Freshmen	1,502	12.5	1,502	12.2	0	0.0
Sophomores	1,588	13.3	1,588	12.9	0	0.0
Juniors	1,961	16.4	1,961	15.9	0	0.0
Seniors	3,886	32.4	3,886	31.5	0	0.0
Second Bachelors	358	3.0	358	2.9	0	0.0
Non-degree undergrads	212	1.8	216	1.8	4	1.9
<b>[Undergraduates Subtotal]</b>	<b>9,507</b>	<b>79.3</b>	<b>9,511</b>	<b>77.1</b>	<b>4</b>	<b>0.0</b>
Graduate/Professional	2,332	19.5	2,337	18.9	5	0.2
Non-degree graduates	144	1.2	493	4.0	349	242.4
<b>[Graduate Subtotal]</b>	<b>2,476</b>	<b>20.7</b>	<b>2,830</b>	<b>22.9</b>	<b>354</b>	<b>14.3</b>
<b>Gender</b>						
Males	5,808	48.5	5,875	47.6	67	1.2
Females	6,175	51.5	6,466	52.4	291	4.7
<b>Race &amp; Ethnicity</b>						
White	8,698	72.6	9,009	73.0	311	3.6
Hispanics of any race	751	6.3	765	6.2	14	1.9
Asian	149	1.2	152	1.2	3	2.0
American Indian or Alaskan Native	64	0.5	65	0.5	1	1.6
Black or African American	110	0.9	112	0.9	2	1.8
Native Hawaiian or Pacific Islander	23	0.2	24	0.2	1	4.3
Two or more races	352	2.9	354	2.9	2	0.6
<b>[Minority Subtotal]</b>	<b>1,449</b>	<b>12.1</b>	<b>1,472</b>	<b>11.9</b>	<b>23</b>	<b>1.6</b>
International	806	6.7	809	6.6	3	0.4
Race & Ethnicity Unknown	1,030	8.6	1,051	8.5	21	2.0
<b>Full/Part-time Status</b>						
Full-time	9,096	75.9	9,096	73.7	0	0.0
Part-time	2,887	24.1	3,245	26.3	358	12.4
<b>Instructional Location</b>						
<b>Laramie Campus</b>	<b>9,681</b>	<b>80.8</b>	<b>9,681</b>	<b>78.4</b>	<b>0</b>	<b>0.0</b>
<b>Outreach School Total</b>	<b>2,302</b>	<b>19.2</b>	<b>2,660</b>	<b>21.6</b>	<b>358</b>	<b>15.6</b>
UWC	182	1.5	182	1.5	0	0.0
Outreach Credit Programs	2,120	17.7	2,120	17.2	0	0.0
Professional Development	--	--	358	2.9	--	--
<b>Attempted Hours by Student Level</b>	<b>144,141</b>		<b>144,796</b>		<b>655</b>	<b>0.5</b>
Undergraduate	123,487	85.7	123,513	85.3	26	0.0
Graduate/Professional	20,654	14.3	21,283	14.7	629	3.0

\*Totals do not include professional development students.

Based on the 15th day of the semester.  
Source: Office of Institutional Analysis

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Table 2. UW Outreach Enrollment Comparisons, Spring 2014 - 2016 - Day 15

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>Total Students</b>	<b>2,940</b>		<b>2,915</b>		<b>2,660</b>		<b>-255</b>	<b>-8.7</b>	<b>-280</b>	<b>-9.5</b>
<b>Classification</b>										
Freshmen	55	1.9	39	1.3	57	2.1	18	46.2	2	3.6
Sophomores	51	1.7	41	1.4	49	1.8	8	19.5	-2	-3.9
Juniors	234	8.0	219	7.5	215	8.1	-4	-1.8	-19	-8.1
Seniors	1,138	38.7	1,001	34.3	959	36.1	-42	-4.2	-179	-15.7
Second Bachelors	204	6.9	187	6.4	150	5.6	-37	-19.8	-54	-26.5
Non-degree undergrads	100	3.4	125	4.3	114	4.3	-11	-8.8	14	14.0
<b>[Undergraduates Subtotal]</b>	<b>1,782</b>	<b>60.6</b>	<b>1,612</b>	<b>55.3</b>	<b>1,544</b>	<b>58.0</b>	<b>-68</b>	<b>-4.2</b>	<b>-238</b>	<b>-13.4</b>
Graduate/Professional	685	23.3	719	24.7	678	25.5	-41	-5.7	-7	-1.0
Non-degree graduates	473	16.1	584	20.0	438	16.5	-146	-25.0	-35	-7.4
<b>[Graduate Subtotal]</b>	<b>1,158</b>	<b>39.4</b>	<b>1,303</b>	<b>44.7</b>	<b>1,116</b>	<b>42.0</b>	<b>-187</b>	<b>-14.4</b>	<b>-42</b>	<b>-3.6</b>
<b>Gender</b>										
Males	801	27.2	784	26.9	795	29.9	11	1.4	-6	-0.7
Females	2,139	72.8	2,131	73.1	1,865	70.1	-266	-12.5	-274	-12.8
<b>Race &amp; Ethnicity</b>										
White	2,309	78.5	2,297	78.8	2,064	77.6	-233	-10.1	-245	-10.6
Hispanics of any race	135	4.6	134	4.6	148	5.6	14	10.4	13	9.6
Asian	27	0.9	28	1.0	28	1.1	0	0.0	1	3.7
American Indian or Alaskan Native	28	1.0	18	0.6	18	0.7	0	0.0	-10	-35.7
Black or African American	33	1.1	14	0.5	18	0.7	4	28.6	-15	-45.5
Native Hawaiian or Pacific Islander	6	0.2	6	0.2	3	0.1	-3	-50.0	-3	-50.0
Two or more races	57	1.9	64	2.2	65	2.4	1	1.6	8	14.0
<b>[Minority Subtotal]</b>	<b>286</b>	<b>9.7</b>	<b>264</b>	<b>9.1</b>	<b>280</b>	<b>10.5</b>	<b>16</b>	<b>6.1</b>	<b>-6</b>	<b>-2.1</b>
International	12	0.4	16	0.5	20	0.8	4	25.0	8	66.7
Race & Ethnicity Unknown	333	11.3	338	11.6	296	11.1	-42	-12.4	-37	-11.1
<b>Full/Part-time Status</b>										
Full-time	648	22.0	618	21.2	671	25.2	53	8.6	23	3.5
Part-time	2,292	78.0	2,297	78.8	1,989	74.8	-308	-13.4	-303	-13.2
<b>Instructional Location</b>										
UWC	263	8.9	201	6.9	182	6.8	-19	-9.5	-81	-30.8
Outreach Credit Programs	2,340	79.6	2,229	76.5	2,120	79.7	-109	-4.9	-220	-9.4
Professional Development	337	11.5	485	16.6	358	13.5	-127	-26.2	21	6.2
<b>Attempted Hours by Student Level</b>	<b>27,681</b>		<b>28,262</b>		<b>28,651</b>		<b>389</b>	<b>1.4</b>	<b>971</b>	<b>3.5</b>
Undergraduate	22,325	80.7	22,873	80.9	23,310	81.4	437	1.9	985	4.4
Graduate/Professional	5,356	19.3	5,389	19.1	5,341	18.6	-48	-0.9	-15	-0.3
<b>Attempted Hours by Instructional Location</b>	<b>27,681</b>		<b>28,262</b>		<b>28,651</b>		<b>389</b>	<b>1.4</b>	<b>971</b>	<b>3.5</b>
UWC	1,976	7.1	1,647	5.8	1,434	5.0	-213	-12.9	-542	-27.4
Outreach Credit Programs	25,705	92.9	26,615	94.2	27,217	95.0	602	2.3	1,513	5.9

Based on the 15th day of the semester.  
Source: Office of Institutional Analysis

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Table 3. Race & Ethnicity of Students, Spring 2014 - Spring 2016 - Day 15

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>Undergraduate</b>	<b>9,568</b>		<b>9,567</b>		<b>9,511</b>		<b>-56</b>	<b>-0.6</b>	<b>-57</b>	<b>-0.6</b>
White	7,671	80.2	7,362	77.0	7,134	75.0	-228	-3.1	-537	-7.0
Hispanics of any race	550	5.7	618	6.5	674	7.1	56	9.1	124	22.5
Asian	111	1.2	128	1.3	124	1.3	-4	-3.1	13	11.7
American Indian or Alaskan Native	54	0.6	45	0.5	49	0.5	4	8.9	-5	-9.3
Black or African American	108	1.1	94	1.0	94	1.0	0	0.0	-14	-13.0
Native Hawaiian or Pacific Islander	29	0.3	23	0.2	20	0.2	-3	-13.0	-9	-31.0
Two or more races	219	2.3	258	2.7	298	3.1	40	15.5	79	36.1
<b>[Minority Subtotal]</b>	<b>1,071</b>	<b>11.2</b>	<b>1,166</b>	<b>12.2</b>	<b>1,259</b>	<b>13.2</b>	<b>93</b>	<b>8.0</b>	<b>188</b>	<b>17.6</b>
International	375	3.9	408	4.3	401	4.2	-7	-1.7	26	6.9
Race & Ethnicity Unknown	451	4.7	631	6.6	717	7.5	86	13.6	266	59.0
<b>Graduate/Professional</b>	<b>2,897</b>		<b>3,060</b>		<b>2,830</b>		<b>-230</b>	<b>-7.5</b>	<b>-67</b>	<b>-2.3</b>
White	1,766	61.0	1,999	65.3	1,875	66.3	-124	-6.2	109	6.2
Hispanics of any race	82	2.8	83	2.7	91	3.2	8	9.6	9	11.0
Asian	33	1.1	33	1.1	28	1.0	-5	-15.2	-5	-15.2
American Indian or Alaskan Native	16	0.6	18	0.6	16	0.6	-2	-11.1	0	0.0
Black or African American	18	0.6	15	0.5	18	0.6	3	20.0	0	0.0
Native Hawaiian or Pacific Islander	5	0.2	5	0.2	4	0.1	-1	-20.0	-1	-20.0
Two or more races	31	1.1	49	1.6	56	2.0	7	14.3	25	80.6
<b>[Minority Subtotal]</b>	<b>185</b>	<b>6.4</b>	<b>203</b>	<b>6.6</b>	<b>213</b>	<b>7.5</b>	<b>10</b>	<b>4.9</b>	<b>28</b>	<b>15.1</b>
International	400	13.8	426	13.9	408	14.4	-18	-4.2	8	2.0
Race & Ethnicity Unknown	546	18.8	432	14.1	334	11.8	-98	-22.7	-212	-38.8
<b>Total (Includes Non-degree)</b>	<b>12,465</b>		<b>12,627</b>		<b>12,341</b>		<b>-286</b>	<b>-2.3</b>	<b>-124</b>	<b>-1.0</b>
White	9,437	75.7	9,361	74.1	9,009	73.0	-352	-3.8	-428	-4.5
Hispanics of any race	632	5.1	701	5.6	765	6.2	64	9.1	133	21.0
Asian	144	1.2	161	1.3	152	1.2	-9	-5.6	8	5.6
American Indian or Alaskan Native	70	0.6	63	0.5	65	0.5	2	3.2	-5	-7.1
Black or African American	126	1.0	109	0.9	112	0.9	3	2.8	-14	-11.1
Native Hawaiian or Pacific Islander	34	0.3	28	0.2	24	0.2	-4	-14.3	-10	-29.4
Two or more races	250	2.0	307	2.4	354	2.9	47	15.3	104	41.6
<b>[Minority Subtotal]</b>	<b>1,256</b>	<b>10.1</b>	<b>1,369</b>	<b>10.8</b>	<b>1,472</b>	<b>11.9</b>	<b>103</b>	<b>7.5</b>	<b>216</b>	<b>17.2</b>
International	775	6.2	834	6.6	809	6.6	-25	-3.0	34	4.4
Race & Ethnicity Unknown	997	8.0	1,063	8.4	1,051	8.5	-12	-1.1	54	5.4

Based on the 15th day of the semester.  
Source: Office of Institutional Analysis

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Table 4. New Student Applications and Yields Report, Spring 2014 - 2016 - Day 15

	Spring 2014	Spring 2015	Spring 2016	1 Year Change		2 Year Change	
				Number	Percent	Number	Percent
<b>Completed Applications Received</b>	<b>1,627</b>	<b>1,387</b>	<b>1,341</b>	<b>-46</b>	<b>-3.3</b>	<b>-286</b>	<b>-17.6</b>
Freshmen	124	94	102	8	8.5	-22	-17.7
Transfer	836	612	624	12	2.0	-212	-25.4
Other undergrads	220	219	243	24	11.0	23	10.5
Graduate/Professional	447	462	372	-90	-19.5	-75	-16.8
<b>Applicants Admitted</b>	<b>1,540</b>	<b>1,338</b>	<b>1,288</b>	<b>-50</b>	<b>-3.7</b>	<b>-252</b>	<b>-16.4</b>
Freshmen	100	80	92	12	15.0	-8	-8.0
Transfer	800	590	607	17	2.9	-193	-24.1
Other undergrads	210	218	240	22	10.1	30	14.3
Graduate/Professional	430	450	349	-101	-22.4	-81	-18.8
<b>Applicants Enrolled</b>	<b>958</b>	<b>911</b>	<b>839</b>	<b>-72</b>	<b>-7.9</b>	<b>-119</b>	<b>-12.4</b>
Freshmen	51	36	55	19	52.8	4	7.8
Transfer	423	316	336	20	6.3	-87	-20.6
Other undergrads	141	155	149	-6	-3.9	8	5.7
Graduate/Professional	343	404	299	-105	-26.0	-44	-12.8
<b><u>Yield Rates</u></b>							
<b>Applicants Admitted</b>	<b>94.7%</b>	<b>96.5%</b>	<b>96.0%</b>				
Freshmen	80.6%	85.1%	90.2%				
Transfer	95.7%	96.4%	97.3%				
Other undergrads	95.5%	99.5%	98.8%				
Graduate/Professional	96.2%	97.4%	93.8%				
<b>Applicants Enrolled</b>	<b>58.9%</b>	<b>65.7%</b>	<b>62.6%</b>				
Freshmen	41.1%	38.3%	53.9%				
Transfer	50.6%	51.6%	53.8%				
Other undergrads	64.1%	70.8%	61.3%				
Graduate/Professional	76.7%	87.4%	80.4%				
<b><u>Former UW Undergraduates Re-enrolling</u></b>							
Applications Received	237	281	271	-10	-3.6	34	14.3
Applicants Eligible	236	275	269	-6	-2.2	33	14.0
Applicants Enrolled	154	187	169	-18	-9.6	15	9.7

Based on the 15th day of the semester.  
Source: Office of Institutional Analysis

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Table 5. Demographic Statistics for New Freshmen, Spring 2014 - 2016 - Day 15

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>Total</b>	<b>51</b>		<b>36</b>		<b>55</b>		<b>19</b>	<b>52.8</b>	<b>4</b>	<b>7.8</b>
Males	34	66.7	20	55.6	38	69.1	18	90.0	4	11.8
Females	17	33.3	16	44.4	17	30.9	1	6.3	0	0.0
<b>Race &amp; Ethnicity</b>										
White	29	56.9	17	47.2	35	63.6	18	105.9	6	20.7
Hispanics of any race	0	0.0	3	8.3	6	10.9	3	100.0	6	--
Asian	1	2.0	0	0.0	0	0.0	0	--	-1	-100.0
American Indian or Alaskan Native	1	2.0	0	0.0	0	0.0	0	--	-1	-100.0
Black or African American	2	3.9	0	0.0	0	0.0	0	--	-2	-100.0
Native Hawaiian or Pacific Islander	0	0.0	0	0.0	0	0.0	0	--	0	--
Two or more races	0	0.0	3	8.3	1	1.8	-2	-66.7	1	--
<b>[Minority Subtotal]</b>	<b>4</b>	<b>7.8</b>	<b>6</b>	<b>16.7</b>	<b>7</b>	<b>12.7</b>	<b>1</b>	<b>16.7</b>	<b>3</b>	<b>75.0</b>
International	11	21.6	6	16.7	6	10.9	0	0.0	-5	-45.5
Race & Ethnicity Unknown	7	13.7	7	19.4	7	12.7	0	0.0	0	0.0
<b>Full/Part-time Status</b>										
Full-time	47	92.2	33	91.7	50	90.9	17	51.5	3	6.4
Part-time	4	7.8	3	8.3	5	9.1	2	66.7	1	25.0
<b>Residency</b>										
Resident	29	56.9	20	55.6	39	70.9	19	95.0	10	34.5
Non-Resident	22	43.1	16	44.4	16	29.1	0	0.0	-6	-27.3
<b>Geographic Home</b>										
Albany County/Laramie	5	9.8	8	22.2	9	16.4	1	12.5	4	80.0
Teton County/Jackson	2	3.9	1	2.8	3	5.5	2	200.0	1	50.0
Converse County/Douglas	1	2.0	0	0.0	3	5.5	3	--	2	200.0
Lincoln County/Kemmerer	3	5.9	2	5.6	3	5.5	1	50.0	0	0.0
Other Wyoming	13	25.5	6	16.7	18	32.7	12	200.0	5	38.5
<b>[Wyoming Subtotal]</b>	<b>24</b>	<b>47.1</b>	<b>17</b>	<b>47.2</b>	<b>36</b>	<b>65.5</b>	<b>19</b>	<b>111.8</b>	<b>12</b>	<b>50.0</b>
Colorado	4	7.8	4	11.1	7	12.7	3	75.0	3	75.0
California	1	2.0	0	0.0	0	0.0	0	--	-1	-100.0
Other WUE States	2	3.9	2	5.6	1	1.8	-1	-50.0	-1	-50.0
Other U.S. States	3	5.9	2	5.6	3	5.5	1	50.0	0	0.0
Internationals	11	21.6	6	16.7	6	10.9	0	0.0	-5	-45.5
Unknown	6	11.8	5	13.9	2	3.6	-3	-60.0	-4	-66.7

Table 5. Demographic Statistics for New Freshmen, continued

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Percent Change		Percent Change	
High School Rank										
Top 10%	1	5.3 *	0	0.0 *	2	7.1 *	2	--	1	100.0
1st Quartile	3	15.8 *	2	20.0 *	6	21.4 *	4	200.0	3	100.0
2nd Quartile	8	42.1 *	5	50.0 *	13	46.4 *	8	160.0	5	62.5
3rd Quartile	4	21.1 *	2	20.0 *	7	25.0 *	5	250.0	3	75.0
4th Quartile	4	21.1 *	1	10.0 *	2	7.1 *	1	100.0	-2	-50.0
Unranked	32	--	26	--	27	--	1	3.8	-5	-15.6
	Number	Means	Number	Means	Number	Means	Mean Change		Mean Change	
High School GPA	48	3.20	31	3.08	50	3.14	0.06		-0.06	
Admissions Test Scores										
ACT	33	21.2	28	21.8	48	23.1	1.3		1.9	
English	33	20.5	27	20.7	47	22.2	1.5		1.7	
Mathematics	33	21.0	27	21.2	47	22.2	1.0		1.2	
SAT	10	983	5	1024	5	1098	74		115	
Verbal	10	490	5	498	5	486	-12		-4	
Mathematics	10	505	5	526	5	612	86		107	

*\*Percent is based on only students with a high school rank.*

Based on the 15th day of the semester.

Source: Office of Institutional Analysis

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Table 6. Demographic Statistics for New Transfers, Spring 2014 - 2016 - Day 15

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>Total</b>	<b>423</b>		<b>316</b>		<b>336</b>		<b>20</b>	<b>6.3</b>	<b>-87</b>	<b>-20.6</b>
Males	181	42.8	139	44.0	143	42.6	4	2.9	-38	-21.0
Females	242	57.2	177	56.0	193	57.4	16	9.0	-49	-20.2
<b>Race &amp; Ethnicity</b>										
White	289	68.3	185	58.5	190	56.5	5	2.7	-99	-34.3
Hispanics of any race	25	5.9	16	5.1	30	8.9	14	87.5	5	20.0
Asian	9	2.1	2	0.6	7	2.1	5	250.0	-2	-22.2
American Indian/Alaska Native	2	0.5	1	0.3	2	0.6	1	100.0	0	0.0
Black or African American	7	1.7	3	0.9	4	1.2	1	33.3	-3	-42.9
Native Hawaiian or Pacific Islander	2	0.5	0	0.0	1	0.3	1	--	-1	-50.0
Two or more races	7	1.7	10	3.2	8	2.4	-2	-20.0	1	14.3
[Minority Subtotal]	<b>52</b>	<b>12.3</b>	<b>32</b>	<b>10.1</b>	<b>52</b>	<b>15.5</b>	<b>20</b>	<b>62.5</b>	<b>0</b>	<b>0.0</b>
International	22	5.2	23	7.3	20	6.0	-3	-13.0	-2	-9.1
Race & Ethnicity Unknown	60	14.2	76	24.1	74	22.0	-2	-2.6	14	23.3
<b>Full/Part-time Status</b>										
Full-time	233	55.1	193	61.1	183	54.5	-10	-5.2	-50	-21.5
Part-time	190	44.9	123	38.9	153	45.5	30	24.4	-37	-19.5
<b>Residency</b>										
Resident	269	63.6	218	69.0	251	74.7	33	15.1	-18	-6.7
Non-Resident	154	36.4	98	31.0	85	25.3	-13	-13.3	-69	-44.8
<b>Wyoming Transfer Colleges</b>										
Laramie County Community College	78	18.4	53	16.8	62	18.5	9	17.0	-16	-20.5
Casper College	59	13.9	28	8.9	58	17.3	30	107.1	-1	-1.7
Northern Wyoming Community College	15	3.5	18	5.7	20	6.0	2	11.1	5	33.3
Western Wyoming Community College	16	3.8	27	8.5	18	5.4	-9	-33.3	2	12.5
Northwest College	19	4.5	19	6.0	18	5.4	-1	-5.3	-1	-5.3
Central Wyoming College	16	3.8	10	3.2	12	3.6	2	20.0	-4	-25.0
Eastern Wyoming College	5	1.2	12	3.8	9	2.7	-3	-25.0	4	80.0
Wind River Tribal College	0	0.0	0	0.0	0	0.0	0	--	0	--



Table 6. Demographic Statistics for New Transfers, continued

	2014		2015		2016		1 Year Change		2 Year Change	
	Number	Percent	Number	Percent	Number	Percent	Percent	Change	Percent	Change
<b>Geographic Home</b>										
Natrona County/Casper	50	11.8	23	7.3	44	13.1	21	91.3	-6	-12.0
Laramie County/Cheyenne	48	11.3	19	6.0	36	10.7	17	89.5	-12	-25.0
Albany County/Laramie	23	5.4	22	7.0	34	10.1	12	54.5	11	47.8
Campbell County/Gillette	11	2.6	8	2.5	19	5.7	11	137.5	8	72.7
Sweetwater/Rock Springs	8	1.9	10	3.2	15	4.5	5	50.0	7	87.5
Other Wyoming	78	18.4	79	25.0	71	21.1	-8	-10.1	-7	-9.0
<b>[Wyoming Subtotal]</b>	<b>218</b>	<b>51.5</b>	<b>161</b>	<b>50.9</b>	<b>219</b>	<b>65.2</b>	<b>58</b>	<b>36.0</b>	<b>1</b>	<b>0.5</b>
Colorado	28	6.6	25	7.9	21	6.3	-4	-16.0	-7	-25.0
California	15	3.5	7	2.2	7	2.1	0	0.0	-8	-53.3
Texas	1	0.2	2	0.6	3	0.9	1	50.0	2	200.0
Washington	4	0.9	1	0.3	3	0.9	2	200.0	-1	-25.0
Michigan	0	0.0	1	0.3	3	0.9	2	200.0	3	--
Other WUE States	22	5.2	12	3.8	8	2.4	-4	-33.3	-14	-63.6
Other U.S. States	35	8.3	16	5.1	15	4.5	-1	-6.3	-20	-57.1
International	22	5.2	23	7.3	20	6.0	-3	-13.0	-2	-9.1
Unknown	78	18.4	68	21.5	37	11.0	-31	-45.6	-41	-52.6
<b>Transfer GPA at time of admission</b>										
	Number	Means	Number	Means	Number	Means	Mean Change		Mean Change	
	356	3.09	301	3.10	319	3.10	0.00		0.01	
<b>Admissions Test Scores</b>										
ACT	138	22.3	126	22.1	130	22.1	0.0		-0.2	
English	128	21.5	121	21.7	121	21.6	-0.1		0.1	
Mathematics	130	21.7	121	21.6	122	21.5	-0.1		-0.2	

Based on the 15th day of the semester.  
Source: Office of Institutional Analysis

February 26, 2016

Table 7. Summary of First-time, Full-time Fall Freshmen Outcomes

Cohort	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Rolling 5 Yr. Avg.
First Semester Enrollment	1,407	1,552	1,627	1,681	1,576	1,458	1,531	1,578	1,568	1,554	1,674	1,581
End of First Semester												
Number Enrolled	1,385	1,532	1,584	1,659	1,541	1,432	1,515	1,553	1,539	1,539	<i>1,650</i>	1,559
Cumulative GPA	2.67	2.69	2.59	2.63	2.58	2.61	2.61	2.63	2.71	2.69	<i>2.83</i>	2.69
Probation %	21.6%	19.9%	23.2%	21.8%	24.6%	23.2%	22.7%	24.0%	21.2%	21.1%	<i>17.0%</i>	21.2%
Second Semester												
Number Enrolled	1,304	1,405	1,482	1,524	1,426	1,344	1,402	1,433	1,414	1,431	<i>1,525</i>	1,441
Percent Retained	92.7%	90.5%	91.1%	90.7%	90.0%	92.2%	91.6%	90.8%	90.2%	92.1%	<i>91.1%</i>	91.1%
Fall-to-Fall (1st Year)												
Number Enrolled	1,050	1,148	1,179	1,212	1,152	1,071	1,157	1,166	1,182	1,184		1,152
Percent Retained	74.6%	74.0%	72.5%	72.1%	73.1%	73.5%	75.6%	73.9%	75.4%	76.2%		74.9%
Retention %												
2nd Year	64.6%	66.0%	65.2%	65.4%	65.6%	66.4%	68.5%	65.0%	68.9%			66.9%
3rd Year	62.0%	63.3%	62.0%	63.1%	62.2%	63.0%	65.1%	62.7%				63.2%
Continuing + Graduated												
4th Year	59.6%	61.9%	60.4%	62.0%	60.3%	61.9%	63.6%					61.6%
5th Year	59.3%	60.7%	59.1%	60.6%	59.5%	60.9%						60.2%
6th Year	59.1%	60.3%	59.6%	60.3%	59.8%							59.8%
Graduation %*												
4th Year	22.7%	23.1%	23.9%	24.3%	25.7%	26.5%	25.8%					25.2%
5th Year	46.3%	46.6%	47.3%	47.5%	48.4%	49.8%						47.9%
6th Year	52.8%	54.1%	53.7%	53.8%	55.2%							53.9%

*\*Unofficial: Does not include exclusions for students who are deceased or were on missions. End of semester cohorts are used for tracking with graduation statistics updated as of summer 2015.*

*Note: If the number is italicized, it is based on the 15th day of the semester.*

Source: Office of Institutional Analysis

February 26, 2016

Table 8. UW Degrees Awarded, Fall 2013 - Fall 2015

	2013	2014	2015*	1 Year Change	2 Year Change
<b>Bachelor's</b>					
Number	512	497	481	-16	-31
Percent Minority	11.1%	11.1%	12.1%	1.0%	0.9%
Average GPA	3.16	3.19	3.18	-0.01	0.02
<b>Master's</b>					
Number	97	83	87	4	-10
Percent Minority	4.1%	7.2%	8.0%	0.8%	3.9%
Average GPA	3.65	3.75	3.70	-0.05	0.05
<b>Doctorate</b>					
Number	37	24	20	-4	-17
Percent Minority	2.7%	12.5%	5.0%	-7.5%	2.3%
Average GPA	3.73	3.79	3.70	-0.09	-0.03
<b>Juris Doctor (Law)</b>					
Number	8	8	12	4	4
Percent Minority	0.0%	0.0%	8.3%	8.3%	8.3%
Average GPA	3.08	2.88	3.04	0.16	-0.04
<b>Doctor of Pharmacy</b>					
Number	0	1	0	-1	0
Percent Minority	--	--	--	--	--
Average GPA	--	--	--	--	--
<b>Total Degrees Awarded</b>	<b>654</b>	<b>613</b>	<b>600</b>	<b>-13</b>	<b>-54</b>
<b>Certificates--undergraduate and graduate (information only)</b>					
Number	8	14	16	2	8
Percent Minority	12.5%	0.0%	6.3%	6.3%	-6.3%
Average GPA	3.34	3.91	3.95	0.04	0.61

\*Unofficial: This will be updated with official data in next year's report.

Based on the 15th day of the semester.

Source: Office of Institutional Analysis

February 25, 2016

AGENDA ITEM TITLE: **Diversity Plan Update re: Special Assistant to the President for Diversity**, McGinity/Jones

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

UW President Dick McGinity and Vice President for Academic Affairs David Jones will update the Board on the diversity plan.

AGENDA ITEM TITLE: **Community College Collaboration/Course Transfer**, Alexander/Noel

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Associate Vice President for Academic Affairs Ann Alexander and Director of Transfer Relations Patrice Noel will update the Board on the community college collaboration/course transfer.

AGENDA ITEM TITLE: **Academic Support in Athletics**, Burman

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

UW Athletics will discuss academic support for student athletes.

AGENDA ITEM TITLE: **Provost and Vice President for Academic Affairs Search Update**, Gern

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session
- ☐ Education Session
- ☐ Information Item
- ☐ Other

Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Vice President for Research and Economic Development Bill Gern will update the Board on the Provost/Vice President for Academic Affairs search.

**Committee of the Whole: REGULAR BUSINESS**

**Board of Trustees Committee Reports**

*[Note- Committees of the Board will be discussed during a regular work session of the meeting.]*

**CHECK THE APPROPRIATE BOX(ES):**

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

**Trustee Standing Committees**

- Audit and Fiscal Integrity Committee
- Financial Management and Reporting Committee
- Facilities Contracting Committee
- Biennium Budget Committee

**Ad Hoc Committees**

- Presidential Search Planning Committee
- Vice President and Dean Search Committee
- Trustees Legislative Relations

**Liaison to Other Boards**

- UW Alumni Association Board
- Foundation Board
- Haub School of Environment & Natural Resources
- ~~Cowboy Joe Club~~ ~~John McKinley~~ (removed per John McKinley)
- Energy Resources Council



**1. Committee of the Whole- ITEMS FOR APPROVAL**  
**Approval of Contracts and Grants, Gern**

CHECK THE APPROPRIATE BOX(ES):

- ☐ Work Session
- ☐ Education Session
- ☐ Information Item
- ☒ Other

Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

**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 December 2015, January 2016, and February 2016.

**December 2015**

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Academy of Applied Science	\$7,800	Lyford, Mark		Botany	Wyoming-Eastern Colorado Junior Science and Humanities Symposium 2015-2016
Administration for Community Living	\$69,710	Root-Elledge, Sandra		Wyoming Institute for Disabilities	Wyoming State Plan for Assistive Technology 2015-2017
American Heart Association	\$140,000	Guo, Wei		Animal Science	The Role of Posttranslational Modification of RBM20 in Regulating Titin Isoform Transition
American Society of Plant Taxonomists	\$5,800	Brown, Gregory		Botany	Operational Support
Anadarko Petroleum Corporation	\$106,706	Beck, Jeffrey		Ecosystem Science & Management	Influence of Fall Harvest on Trends in Sage-Grouse Populations

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Audubon Rockies	\$2,000	Abernethy, Ian	Eses-Zumpf, Wendy	Wyoming Natural Diversity Database	MAPS Bird Banding
Blue Cross Blue Shield of Wyoming	\$15,400	Leduc, Robert		Wyoming Survey & Analysis Center	Web Portal Maintenance FY2016
Blue Cross Blue Shield of Wyoming	\$12,064	Leduc, Robert		Wyoming Survey & Analysis Center	BCBS Online Member Portal for Benefits Maintenance
Center for Civic Education	\$137,500	Ewig, Richard		American Heritage Center	James Madison Legacy Program: Professional Development for Teachers of Civics and Government in Wyoming; and Subcontracts
Corning Incorporated Foundation	\$40,000	Fertig, Ray		Mechanical Engineering	Adjoint Sensitivities for Porous Ceramic Microstructures
Danone Research	\$279,650	Johnson, Evan		School-Physical/Health Education	Urine Color as a Marker of Change in Daily Water Intake; and Exempt Items

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
DuPont	\$5,600	Kniss, Andrew		Plant Sciences	Weed Science Research Support
Eastern Shoshone Tribe	\$114,822	Gribb, William J	Hodza, Paddington; Paige, Virginia; Peck, Dannele	Geography/Recreation	Agricultural Resources Management Plan (Co-funded with Northern Arapaho Tribe)
Environmental Defense Fund	\$18,750	Hansen, Kristiana Marie	Coupal, Roger; Paige, Virginia	Ag Economics	Implementing a Market-Based Conservation Exchange in Wyoming
Farm Credit Services of America	\$1,000	Cotton, Scott Eugene	Carter, Caleb; Chichester, Kellie	Cooperative Extension Service	Strengthening Community AgroSecurity in Wyoming
Great Lakes Fishery Trust	\$246,819	Finnoff, David C		Economics/Finance	Forecasting Biological and Economic Impacts of Aquatic Invasive Species in Lake Michigan; and Subcontracts
Iowa State University	\$15,000	Ehmke, Cole	Carter, Caleb; Garrelts, Ashley; Russell, Justina; Smith, Mae; Swanbom, Hannah	Ag Economics	Annie's Project: Risk Management Education for Women in Agriculture in Wyoming

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Jet Propulsion Laboratory	\$23,821	Deng, Min		Atmospheric Science	Global Cloud Ice Water Dataset for Model Evaluation and Obs4MIPs
Jet Propulsion Laboratory	\$12,500	Wang, Zhien	Min Deng	Atmospheric Science	CloutSat Level 2 Standard Products and Lidar-Aux Product Improvement and Operational Support
Louisiana Public Health Institute	\$254,068	Anatchkova, Bistra	Harnisch, Brian	Wyoming Survey & Analysis Center	Louisiana Adult Tobacco Survey
Ludwig-Maximilians-University	\$22,920	Strauss, Sarah		Anthropology	Rachel Carson Center Fellowship: Cultures of Energy: Societal Transformations in the Service of Sustainable Systems
Ludwig-Maximilians-University	\$25,725	Eggleston, Carrick		Geology/Geophysics	Rachel Carson Center Fellowship: Cultures of Energy: Societal Transformations in the Service of Sustainable Systems - Eggleston
Minnesota, State of	\$75,000	Anatchkova, Bistra	Harnisch, Brian	Wyoming Survey & Analysis Center	State-wide Mail Survey of Minnesota Residents to Measure Crime Victimization in the State

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Missouri State Highway Patrol	\$83,000	Anatchkova, Bistra	Harnisch, Brian	Wyoming Survey & Analysis Center	2016 Missouri Crime Victimization Telephone Survey
New Mexico Department of Health	\$1,860,000	Costello, Humphrey	Feldman, Laura	Wyoming Survey & Analysis Center	Process and Outcome Valuation of New Mexico's Tobacco Use Prevention and Control
New Mexico Department of Health	\$101,500	Costello, Humphrey	Feldman, Laura	Wyoming Survey & Analysis Center	Evaluation of New Mexico 1305-funded State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health--Basic and Basic Plus Components
North Dakota State University	\$1,002	Ksaibati, Khaled		Civil Engineering	MPC Graduate Assistantships
North Dakota State University	\$229,135	Canen, Eric		Wyoming Survey & Analysis Center	North Dakota Strategic Prevention Framework State Incentive Grant Evaluation, 2015
North Dakota State University	\$67,075	Hamann, Jerry C	Colberg, Patricia	Electrical Engineering	Engaging Male Colleagues as Advocates and Allies for the Advancement of Women Faculty



<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Powell Valley Community Education	\$17,800	Anatchkova, Bistra	Harnisch, Brian	Wyoming Survey & Analysis Center	Powell Valley Community Education Needs Assessment
Resource Systems Group, Inc.	\$215,586	Anatchkova, Bistra	Harnisch, Brian; Nanette, Nelson	Wyoming Survey & Analysis Center	National Household Survey for the National Park Service
Serve WY	\$84,306	Harrington, Patrick		Housing	Wyoming Conservation Corps 2016 AmeriCorps Program
Tetra Tech Inc	\$10,000	Godby, Robert W	Cook, Benjamin	Economics/Finance	Southeast Wyoming Grid Analysis and Power Resource Study
The Local Crowd	\$5,040	Coupal, Roger		Ag Economics	Enhancing Rural Access to Capital Through Development of a Local Crowdfunding Incubator

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Department of Agriculture Animal and Plant Health Inspection Service (USDA APHIS)	\$44,105	Sondgeroth, Kerry		Veterinary Science	Determining Seroprevalence of Brucella ovis in U.S. Sheep Flocks
US Department of Agriculture Forest Service (USDA FS)	\$59,478	Smutko, Leonard	Gribb, William; Rashford, Benjamin	Ruckelshaus Institute of ENR	Climbing Capacity Analysis and Outfitter-Guide Allocation for the Vedauwoo Recreation Area; Hunting Capacity Analysis and Outfitter-Guide Allocation for the Medicine Bow-Routt National Forest
US Department of Agriculture Risk Management Agency (USDA RMA)	\$293,000	Hewlett, John P		Ag Economics	Risk Management Education Addressing Specialty and Organic Crop/Livestock Operations; Economic Analysis of Multi-temporal Risk Management Strategies; Risk Scenario Planning and Analysis; and Risk Management for Beginning, Retiring/Transitioning, and Other Farmers/Ranchers and Interested Individuals in Wyoming 2015-16; and Subcontracts
US Department of Education (D-ED)	\$46,542	Bobbitt, Kathleen		Student Financial Aid	Pell Grant 15-16
US Department of Education (D-ED)	\$989	Bobbitt, Kathleen		Student Financial Aid	D-ED SEOG Grant 15-16

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Department of Interior Bureau of Land Management (DOI-BLM)	\$70,000	Tanaka, John	Maczko, Kristie	Ecosystem Science & Management	Sustainable Rangelands Roundtable: A Formal Briefing on Usable Science for Sustainable Rangelands and a Rangeland Soil Health Session
US Department of Interior National Park Service (DOI-NPS)	\$25,329	Keinath, Douglas		Wyoming Natural Diversity Database	Inventory and Monitoring of Porcupine on Devil's Tower National Monument (UWY-203)
US Department of Interior National Park Service (DOI-NPS)	\$32,500	Bergman, Harold		NPS	UW NPS Research Center Support 2015-16: Small Grants Program and Internship (UWY-213)
US Department of Interior National Park Service (DOI-NPS)	\$122,958	Ahern, James		Anthropology	Jenny Lake Archaeological Data Recovery (UWY-209) (Marcia Peterson-WY State Archaeologists Office)
US Department of Interior National Park Service (DOI-NPS)	\$60,627	Ahern, James		Anthropology	Geological Studies on the North Entrance Road: Phase 3 Collaboration on Alternatives for the Corridor for Yellowstone National Park (UWY-214) (Michael Page, State Archaeologist's Office)
US Department of Interior US Fish and Wildlife Service (DOI-USFW)	\$31,704	Robinson, Timothy		WWAMI	Statistical Support for Inventory and Monitoring Projects

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Department of Interior US Geological Survey (DOI-USGS)	\$39,218	Kauffman, Matthew	Beauvais, Gary	Zoology/Physiology	Developing a Floristic Quality Assessment for Wyoming's Wetland Flora (RWO 197)
US Department of Natural Resources Conservation Service (USDA NRCS)	\$14,170	Polzer, Philip L	Hamerlinck, Jeffrey	Wyoming Geographic Information Science Center	Enhancements and Updates to the Integrated Resource Management Analyst (IRMA)
US National Science Foundation (NSF)	\$165,660	Ewers, Brent	Sylvester, Anne	EPSCOR	EPSCoR Water in a Changing West Participant Support
US National Science Foundation (NSF)	\$267,056	Frost, Carol		Geology/Geophysics	2016 Intergovernmental Personnel Act Assignment Agreement
Utah State University	\$12,409	Schumaker, Brant		Veterinary Science	Increasing Sustainable Agriculture Through Enhanced Diagnostics with Brucella infection
Various Sponsors	\$206	Kline, Jill	Jordan, Gregory	Wyoming Small Business Development Center	Program Income for FY16 SBDC SBA
Various Sponsors	\$3,800	Kline, Jill	Jordan, Gregory	Wyoming Small Business Development Center	Market Research Center Program Income

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Various Sponsors	\$26,000	Burman, Mary		School of Nursing	Cash Match - Future of Nursing: State Implementation Program: ReNEW: Seamless Nursing Educaitn for Students in Wyoming
Various Sponsors	\$38,297	Walrath, David		Manufacturing Works	Program Income - Wyoming Manufacturing Extension Partnership (FY16)
Various Sponsors	\$100	Burman, Mary		School of Nursing	Nursing Schools Program Development
Washington, University of	\$6,552	Robinson, Timothy		WWAMI	U of Washington Medical Student Counseling FY16
Western Governors' Association	\$11,318	Smutko, Leonard		Ruckelshaus Institute of ENR	Facilitation of Western Governors' Species Conservation and ESA Initiative
Wyoming Department of Agriculture	\$120,000	Scasta, John	Beck, Jeffrey; Dinkins, Jonathan	Ecosystem Science & Management	Wild Horse Spatial Movement Patterns Across the Public-Private Land Matrix, Rangeland Habitat Use, and Interactions with Wildlife and Livestock
Wyoming Department of Agriculture	\$16,000	Latchininsky, Alexandre	Connett, John	Ecosystem Science & Management	Wyoming School Integrated Pest Management Program 2015-16
Wyoming Department of Agriculture	\$16,000	Edwards, Jeffrey		Cooperative Extension Service	Pesticide Safety Education Program 2015-16
Wyoming Department of Health	\$80,000	Hardesty, Canyon		Wyoming Institute for Disabilities	Wyoming Vision Collaborative
Wyoming Department of Transportation	\$91,696	Ksaibati, Khaled		Civil Engineering	A Monitoring Program for Wyoming County Roads

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Wyoming Department of Transportation	98,151	Caffrey, Paul	Hamerlinck, Jeffrey	Wyoming Geographic Information Science Center	WyGIS Collaborative Roads Data Creation Project Plan
Wyoming Game and Fish Department	\$20,000	Hamerlinck, Jeffrey		Wyoming Geographic Information Science Center	Geospatial Services: WISDOM Maintenance - 2015-16
Wyoming Office of Homeland Security	\$19,383	Ahmed, Mohamed		Civil Engineering	Commodity Flow Study for Laramie County
Wyoming Office of Homeland Security	\$56,000	Samp, Michael		University Police	FY14 UW Security Enhancements
Wyoming Office of Homeland Security	\$60,000	Samp, Michael		University Police	FY15 UW Security Enhancements
Wyoming State Geological Survey	\$7,500	Chamberlain, Kevin		Geology/Geophysics	U-Pb Dates in Support of the Ervay Basin Mapping Project
Wyoming Wild Sheep Foundation	\$ 24,070	Ernest, Holly		Veterinary Science	Wyoming Statewide Bighorn Sheep Population Genetics
Wyoming Wildlife Consultants	\$12,323	Beck, Jeffrey		Ecosystem Science & Management	Population and Habitat Response of Greater Sage-Grouse to Wind Energy Development



**Sponsored  
Programs**

**TOTAL 12/2015      \$ 6,300,239**

**Total From 7/2015      \$ 6,517,455**

**Total From 8/2015      \$ 13,480,364**

**Total From 9/2015      \$ 10,068,812**

**Total From  
10/2015                      \$ 9,808,190**

**Total From  
11/2015                      \$ 1,645,269**

**Total Year to Date      \$ 47,820,329**

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Dept of Education (D-ED)	\$24,121,055	Bobbitt, Kathleen		Student Financial Aid	Direct Student Loans 2015-16
US Dept of Education (D-ED)	\$16,480,801	Bobbitt, Kathleen		Student Financial Aid	Direct Student Loans 2015-16

**Total Institutional  
Awards                      \$ 40,601,856**

**Grand Total                \$88,422,185**

**January 2016**

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
ABS Global Inc	\$10,045	Lake, Scott	Zalesky, Douglas	Animal Science	Impact of PAP Score on Bull Performance and Feed Efficiency
American Society of Plant Taxonomists	\$700	Brown, Gregory		Botany	Operational Support
Baker Hughes Foundation	\$500,000	Piri, Mohammad		School Energy Resource	Experimental Investigation of Heavy Crude Oil Flow Regimes in Porous Media
California Polytechnic State University, San Luis Obispo	\$10,338	Vaughan, Karen		Ecosystem Science & Management	Quantification of Outcomes Generated Using Multiscale Geomorphic Classification Systems in Predictive and Update Modes of Digital Soil Mapping
Colorado, State of, Department of Natural Resources	\$30,000	Kauffman, Matthew		Zoology/Physiology	Moose Population Performance Research
Columbia University	\$53,082	Cheadle, Michael John		Geology/Geophysics	IODP Expedition 360 Atlantis Bank, SW Indian Ridge, Lower Crust and Moho
Columbia University	\$18,203	John, Barbara		Geology/Geophysics	US Science Support Salary for IODP Expedition 357_John

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Cultural Records Internships	\$99,000	Ahern, James	Hopkins, Mary	Anthropology	Cultural Records Internships
Duke University	\$5,000	Reverand, Cedric D.	McCracken-Flesher, Caroline E.	English	18th Century Life Journal
Hess Corporation	\$1,500,000	Piri, Mohammad		School Energy Resource	Research Initiative: Center of Innovation for Flow through Porous Media (Hess III)
Indiana University	\$70,750	Gomelsky, Mark		Molecular Biology	Cyclic di-GMP-dependent regulation of metabolism and virulence in <i>Borrelia burgdorferi</i>
Jet Propulsion Laboratory	\$40,000	Wang, Zhien	Deng, Min	Atmospheric Science	CloutSat Level 2 Standard Products and Lidar-Aux Product Improvement and Operational Support
Kansas State University	\$22,264	Despain, Johnathan Carvel	Johnson, Brittany	Cooperative Extension Service	4-H Military Partnership 2015-2016

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Musculoskeletal Transplant Foundation	\$9,934	Bushman, Jared		School of Pharmacy	Localized Immunosuppression and Enhancement of Peripheral Nerve Allografts
National Geographic Society	\$4,105	Webster, Gerald		Geography/Recreation	Wyoming Geographic Alliance 2014-2015
National Geographic Society	\$60,983	Webster, Gerald		Geography/Recreation	Wyoming Geographic Alliance 2015-2016
NuScale Power	\$254,000	Bell, David		Chemical/Petroleum Engineering	Coal Drying and Mercury Removal Using Steam from a NuScale Reactor
Qualitative Data Geeks	\$11,837	Pepper, Carolyn		Psychology	Suicide Prevention Program Evaluation Project
Stanford University	\$40,000	Grana, Dario		Geology/Geophysics	Pore Pressure Prediction Ahead of the Drill Bit

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
United Way	\$5,000	Simpson, Janelle		Wyoming Survey & Analysis Center	Evaluation of Sweetwater County Life RU Ready Program
US Department of Agriculture/Animal and Plant Health Inspection Service (USDA-APHIS)	\$3,872	Collier, Timothy		Ecosystem Science & Management	Biocontrol of Wyoming Weeds: Implementation and Monitoring
US Department of Agriculture Forest Service (USDA FS)	\$18,858	Estes-Zumpf, Wendy	Murphy, Melanie	Wyoming Natural Diversity Database	Comparing the utility of eDNA and visual encounter surveys for amphibian monitoring
US Department of Education (D-ED)	\$ 4,572	Bobbitt, Kathleen		Student Financial Aid	Teacher Education Assistance for College & Higher Ed (TEACH) 15-16
US Department of Education (D-ED)	\$3,880,422	Bobbitt, Kathleen		Student Financial Aid	Pell Grant 15-16

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Department of Health and Human Services National Institutes of Health (DHHS NIH)	\$40,941	Nathanielsz, Peter		Animal Science	Stable Isotope Evaluation of the Methionine Cycle in Undernourished Pregnancy
US Dept of State Bureau of Education and Cultural Affairs (DOS BECA)	\$196,180	Crawford, Warren	Reaman, Kimberly	Cooperative Extension Service	American Youth Leadership Program with Ghana: Enhancing Global Perspectives in Youth - Extension; and Participant Costs
US National Science Foundation (NSF)	\$24,633	Belmont, Erica L.		Mechanical Engineering	NSF GRFP Emily Beagle
US National Science Foundation (NSF)	\$24,633	Benson-Amram, Sarah	Barrett, Lisa	Zoology/Physiology	NSFGRP Lisa Barrett
US National Science Foundation (NSF)	\$24,633	Monteith, Kevin		Zoology/Physiology	NSF GRP Ellen Aikens
US National Science Foundation (NSF)	\$24,633	Dillon, Michael	Tronstad, Lusha	Zoology/Physiology	NSF GRFP Delina Dority

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US National Science Foundation (NSF)	\$24,633	Naughton, Jonathan		Mechanical Engineering	NSF GRP Marlin Jamell Holmes
US Small Business Administration (SBA)	\$638,889	Kline, Jill	Jordan, Gregory A.	Wyoming Small Business Development Center	Wyoming Small Business Development Center_FY2016; Region 1; Region 2; Region 3; Region 4; Region 4A; Region 5; Region 6 - Fremont; and Region 6 - Teton
Various Sponsors	\$ 548	Kline, Jill		Wyoming Small Business Development Center	Program Income for FY16 SBDC SBA
Various Sponsors	\$2,557	Kline, Jill	Jordan, Gregory	Wyoming Small Business Development Center	Market Research Center Program Income
Various Sponsors	\$41,062	Walrath, David		Manufacturing Works	Program Income - Wyoming Manufacturing Extension Partnership (FY16)
Various Sponsors	\$391	Kline, Jill	Jordan, Gregory A.; Householder, Brett Allen	Wyoming Small Business Development Center	PTAC FY16 Program Income
Various Sponsors	\$265	Ford, Stephen		Animal Science	Fetal Programming
Various Sponsors	\$ 90	Burman, Mary		School of Nursing	Nursing Schools Program Development



<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Various Sponsors	\$1,503	Redder, Alan		Wyoming Natural Diversity Database	Nursing Schools Program Development
Various Sponsors	\$100	McDonald, David		Zoology/Physiology	Microsatellite DNA Analysis of Black Bears
Western Governors' Association	\$3,940	Smutko, Leonard		Ruckelshaus Institute of ENR	Facilitation of Western Governors' Species Conservation and ESA Initiative
Wyoming Arts Council	\$5,810	Selting, Leigh	Wilson, Margaret Ann; Downs, William Missouri; Kirkaldie, Katherine Iris	Theatre/Dance	Grants to Organizations: UW Theatre and Dance: Multiple Projects
Wyoming Association of Conservation Districts	\$83,332	Wyckoff, Teale	Hamerlinck, Jeffrey	Wyoming Geographic Information Science Center	SuiteWater Version III Web Mapping Application Development
Wyoming Association of Sheriffs and Chiefs of Police	\$8,046	Bade, Chad		University Police	Selective Traffic Enforcement: DUI; and DUI and Speed Enforcement and Radars; and Radars

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Wyoming Department of Education	\$99,900	Hardesty, Canyon		Wyoming Institute for Disabilities	National Instructional Materials Access Center (NIMAC): Accessible Educational Materials
Wyoming Department of Health	\$1,000,000	Wambeam, Rodney	Canen, Eric	Wyoming Survey & Analysis Center	Wyoming State Epidemiological Outcomes Workgroup
Wyoming Department of Health	\$220,000	Wambeam, Rodney		Wyoming Survey & Analysis Center	Wyoming Strategic Prevention Framework, Partnerships for Success
Wyoming Department of Health	\$9,840	Leduc, Robert		Wyoming Survey & Analysis Center	Ranger Maintenance FY16
Wyoming Department of Transportation	\$64,577	Ng, Kam Weng	Ksaibati, Khaled	Civil Engineering	Characterization of Crushed Bases in Wyoming - Federal Portion; and Non-Federal Portion
Wyoming Department of Transportation	\$79,234	Ahmed, Mohamed		Civil Engineering	Calibrating Crash Modification Factors for Wyoming -Specific Conditions: Application of the Highway Safety Manual-Part D - Federal Portion; and Non-Federal Portion
Wyoming Department of Transportation	\$218,750	Ksaibati, Khaled		Civil Engineering	Wyoming Technology Transfer Center - Federal Portion; and Non-Federal Portion

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Wyoming Department of Transportation	\$37,500	Ksaibati, Khaled		Civil Engineering	Wyoming Local Technical Assistance Program Center - Federal Portion; and Non-Federal Portion
Wyoming Department of Transportation	\$119,100	Ksaibati, Khaled		Civil Engineering	Traffic Estimation on Low Volume Rural Roads Phase II - federal portion; and nonfederal portion
Wyoming Game and Fish Department	\$20,000	Walters, Annika		Zoology	LaBarge Creek Cutthroat Trout Investigations
Wyoming Game and Fish Department	\$250,000	Monteith, Kevin		Zoology	Deer-Elk Ecology Research Project
Wyoming State Engineer	\$19,567	Albeke, Shannon		Wyoming Geographic Information Science Center	Wyoming Water Use Data and Research Grant Project

**Sponsored Programs**

**TOTAL 1/2016            \$9,938,252**

**Total From 7/2015        \$6,517,455**

**Total From 8/2015       \$13,480,364**

**Total From 9/2015       \$10,068,812**

**Total From  
10/2015                    \$9,808,190**

**Total From  
11/2015                   \$1,645,269**

**Total From  
12/2015                   \$6,300,239**

**Total Year to Date       \$57,758,581**

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Dept of Education (D-ED)	\$24,121,055	Bobbitt, Kathleen		Student Financial Aid	Direct Student Loans 2015-16
US Dept of Education (D-ED)	\$16,480,801	Bobbitt, Kathleen		Student Financial Aid	Direct Student Loans 2015-16

**Total Institutional  
Awards                    \$ 40,601,856**

**Grand Total                \$98,360,437**

**February 2016**

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Anadarko Petroleum Corporation	\$3,000	Beck, Jeffrey		Ecosystem Science & Management	Factors Influencing Pronghorn Survival and Reproduction in South-central Wyoming
Battelle Energy Alliance	\$17,354	Roth, Don Allen	Northam, Mark A.	School Energy Resource	INL-Joint Appointment for Enhancing Energy Studies in Collaboration with the Center for Advanced Energy Studies
Battelle Memorial Institute	\$70,000	Liu, Xiaohong		Atmospheric Science	Wildfires and Regional Climate Variability, Mechanisms, Modeling and Prediction
Bayer Inc.	\$6,000	Mealor, Brian		Plant Sciences	Research and Extension in Invasive Weed Management
California Dept of Fish and Wildlife	\$406,666	Ernest, Holly		Veterinary Science	Population Genetics of California Mountain Lions
ICF Incorporated, L.L.C.	\$70,000	Ahmed, Mohamed	Young, Rhonda Kae	Civil Engineering	Connected Vehicle Pilot Deployment Program
Montana State University	\$7,067	Coupal, Roger		Ag Economics	Escaping the Resource Curse: Developing Governance and Investment Frameworks to Leverage the Benefits of Energy Development in Rural Prosperity

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Nevada, University of, Las Vegas	\$8,457	Thomas, Jenifer Jo		School of Nursing	Lifestyle Health-Related Self-Concept and Type 2 Diabetes Prevention
Nevada, University of, Las Vegas	\$12,608	Novak, Domen		Electrical Engineering	Arm Rehabilitation at Home Using Competitive and Cooperative Exercises
North Dakota State University	\$194,741	Ksaibati, Khaled		Civil Engineering	FY16-17 - Graduate Students; and FY16-18 - Characterization of Crushed Bases in Wyoming; and FY16-17 - Developing an Optimization Model for Managing County Paved Roads
Red Willow Great Plains LLC	\$50,000	Kaszuba, John	Campbell-Stone, Erin Aubrey; McElroy, Brandon;	Geology/Geophysics	UW Cretaceous Tight Oil Consortium Phase 2 (KTOC II): Interactions Among Reservoir Rocks, Formation Waters, and Hydraulic Fracturing Fluids
Science Fiction and Fantasy Writers of America, Inc.	\$8,600	Brotherton, Michael S		Physics/Astronomy	The Launch Pad Astronomy Workshop for Writers
US Department of Agriculture/Agricultural Research Service (USDA-ARS)	\$65,045	Bastian, Chris	Smutko, Leonard Steven; Jones Ritten, Chian; Nagler, Amy M.; Feuz, Bridger	Ag Economics	Can We Help Producers Bargain for a Better Price?

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Department of Agriculture/National Institute of Food and Agriculture (USDA-NIFA)	\$500,000	Kniss, Andrew	Weinig, Cynthia; Ewers, Brent E.	Plant Sciences	Systems Analysis of Shade-Avoidance Responses as a Mechanism of Crop Yield Loss Due to Weeds
US Department of Defense/Air Force ROTC (DOD-AF ROTC)	\$48,690	Bobbitt, Kathleen		Student Financial Aid	Air Force ROTC 15-16
US Department of Defense/Army ROTC (DOD-Army ROTC)	\$5,655	Bobbitt, Kathleen		Student Financial Aid	Army ROTC 14-15
US Department of Education (D-ED)	\$1,854	Bobbitt, Kathleen		Student Financial Aid	Teacher Education Assistance for College & Higher Ed (TEACH) 15-16
US Department of Education (D-ED)	\$250,341	Bobbitt, Kathleen		Student Financial Aid	Pell Grant 15-16
US Department of Education (D-ED)	\$39,864	Bobbitt, Kathleen		Student Financial Aid	SEOG Grant 15-16
US Department of Health and Human Services/Administration for Community Living (DHHS-ACL)	\$327,348	Root-Elledge, Sandra		Wyoming Institute for Disabilities	1601WYSGAT - Wyoming State Plan for Assistive Technology 2015-2017 - Loan; and Demo; and Training & TA; and Awareness; and Collaboration; and Transition



<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Department of Health and Human Services/National Institutes of Health (DHHS-NIH)	\$268,850	Wall, Daniel		Molecular Biology	Yr 5 Protein Exchange and Self Recognition in Myxobacteria Biofilms
US Department of Health and Human Services/National Institutes of Health (DHHS-NIH)	\$239,655	Levy, Daniel	Gatlin, Jesse C.; Oakey, John	Molecular Biology	Integration of Xenopus Extract and Microfluidics to Study Organelle Size Scaling - 2016-2017
US Department of Health and Human Services/National Institutes of Health (DHHS-NIH)	\$1,380,053	Nathanielsz, Peter		Animal Science	Admin Core - Mechanisms of placental, fetal brain and renal outcomes of IUGR - 2016-2017; and Animal Core; and Genomics Core; and Project 1: UC Denver; and Project 2 - 3
US Department of Interior/National Park Service (DOI-NPS)	\$8,754	Tronstad, Lusha		Wyoming Natural Diversity Database	Monitoring of Aquatic Invertebrates at Agate Fossil Beds National Monument FY15
US Environmental Protection Agency (EPA)	\$116,616	Murphy, Shane	Liu, Xiaohong	Atmospheric Science	Interplay Between Black and Brown Carbon from Biomass Burning and Climate
US National Science Foundation (NSF)	\$219,832	Geerts, Bart	Wang, Zhien; Parish, Thomas R.	Atmospheric Science	Airborne Measurements of the Nocturnal Low-Level Jet and Wave Disturbances in the Stable Boundary Layer in PECAN

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US National Science Foundation (NSF)	\$74,899	Parish, Thomas	Leon, David C.	Atmospheric Science	Collaborative Research: Lidar and Modeling Applications from the PreAMBLE Dataset
Various Sponsors	\$67	Kline, Jill		Wyoming Small Business Development Center	Program Income for FY16 SBDC SBA
Various Sponsors	\$1,108	Kline, Jill	Jordan, Gregory A.	Wyoming Small Business Development Center	Market Research Center Program Income
Various Sponsors	\$22,191	Walrath, David		Manufacturing Works	Program Income - Wyoming Manufacturing Extension Partnership (FY16)
Various Sponsors	\$5,000	Denzer, Anthony		Civil Engineering	BERG - Building Energy Research
Various Sponsors	\$8,492	Tarwater, Corey		Zoology/Physiology	Vehicle Use
Various Sponsors	\$170	Burman, Mary		School of Nursing	Nursing Schools Program Development
Veterans Medical Research Foundation	\$8,330	Gray, Matthew James		Psychology	FY15-16 A Proof of Concept and Feasibility Trial of Compassion Meditation for PTSD

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Western Sugar Cooperative	\$17,500	Kniss, Andrew		Plant Sciences	Weed Biology, Ecology, and Management in Sugarbeet
Winfield Solutions, LLC	\$8,500	Kniss, Andrew		Plant Sciences	Formulation and adjuvant research
Wyoming Arts Council	\$10,000	Graham, Andrea M		American Studies	Folk Arts and Folklife Outreach at UW (Folklorist)
Wyoming Arts Council	\$2,000	Moline, Philip		Cultural Programs	Art in Unlikely Places
Wyoming Association of Sheriffs and Chiefs of Police	\$6,201	Samp, Michael		University Police	Enforcing Underage Drinking Laws
Wyoming Community Foundation	\$12,691	Tronstad, Lusha		Wyoming Natural Diversity Database	Wyoming Landscape Conservation Initiative (WLCI): Map and Model Insect Prey by Sage-grouse Broods
Wyoming Cultural Trust Fund	\$9,000	Fonseca, Vanessa Renee	Ewig, Richard G.	Latina/o Studies	Following the Manito Trail: Los Nuevomexicanos en Guayomin
Wyoming Department of Agriculture	\$24,500	Ehmke, Cole		Ag Economics	A Guide to Specialty Crop Value Added Food Processing in Wyoming

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
Wyoming Department of Agriculture	\$24,500	Norton, Jay		Ecosystem Science & Management	Harnessing the Sun to Produce Fertilizer On-Farm
Wyoming Department of Education	\$3,500	Bittner, Mark		Family/Consumer Sciences	Enhancing Nutrition and Sustainability Concepts in Preschool Through Gardening
Wyoming Department of Environmental Quality	\$176,360	Washkoviak, Lindsey	Jones, George P.	Wyoming Natural Diversity Database	National Wetland Condition Assessment 2016: Sampling in Wyoming
Wyoming Department of Transportation	\$200,000	Ksaibati, Khaled		Civil Engineering	Wyoming Rural Road Safety; and NonFed Portion of Rural Road Safety Program

**Sponsored Programs**

**TOTAL 2/2016** \$4,942,059

**Total From 7/2015** \$6,517,455  
**Total From 8/2015** \$13,480,364  
**Total From 9/2015** \$10,068,812  
**Total From 10/2015** \$9,808,190  
**Total From 11/2015** \$1,645,269  
**Total From 12/2015** \$6,300,239  
**Total From 01/2016** \$9,938,252

**Total Year to Date** \$62,700,639

<b>Sponsor</b>	<b>Amount</b>	<b>Principal Investigator (PI)</b>	<b>Co-PI</b>	<b>Dept</b>	<b>Description</b>
US Dept of Education (D-ED)	\$24,121,055	Bobbitt, Kathleen		Student Financial Aid	Direct Student Loans 2015-16
US Dept of Education (D-ED)	\$16,480,801	Bobbitt, Kathleen		Student Financial Aid	Direct Student Loans 2015-16

**Total Institutional Awards** \$ 40,601,856

**Grand Total** \$103,302,495

## 2. Committee of the Whole- ITEMS FOR APPROVAL

### Approval of Personnel, Jones

CHECK THE APPROPRIATE BOX(ES):

- ☐ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other                      Specify: Committee of the Whole (Items for Approval)

#### A. Items for Action Recommended by the President

### APPOINTMENTS

#### 1. Administrators

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

##### Academic Affairs

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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##### *University Libraries*

<b>Gaetz, Ivan</b>	Dean	\$175,008/FY	07/01/2016
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Ivan Gaetz received a B.A. (1975) in History from the University of Alberta, a Master of Divinity (1978) from the University of Saskatchewan, a Master of Theology (1985) from the University of Toronto, a M.L.S. (1988) and an M.E. (1990) from the University of Alberta, and a Ph.D. (2004) in Educational Studies from the University of British Columbia. Dr. Gaetz has been the Library Director at Colorado College since 2012.

#### 2. Faculty

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

##### College of Agriculture and Natural Resources

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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##### *Department of Family & Consumer Sciences*

<b>Keith, Jill F.</b>	Instructor	\$76,008/AY	08/25/2016
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Jill Keith received a B.S. (2000) in Food and Nutrition from North Dakota State University, a M.S. (2009) in Education from Capella University. Ms. Keith has been an Adjunct Instructor at North Dakota State University since 2011. The title of this tenure-track position will convert to Assistant Professor upon receipt of documentation of degree completion.

### College of Business

<u>Name</u>	<u>Rank</u>	<u>Salary</u>	<u>Appointment Period</u>
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#### *Department of Accounting*

<b>Corradino, Laurie</b>	Instructor	\$140,004/AY	08/25/2016
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Laurie J. Corradino received a B.S. (2009) in Business Administration, Accounting and a M.B.A. (2010) from Colorado State University, Pueblo, and a Ph.D. (expected 2016) in Business Administration with a Concentration in Accounting from Texas Tech University. Dr. Corradino has been an Instructor of Financial Accounting at Texas Tech University since 2014. The title of this tenure-track position will convert to Assistant Professor upon receipt of documentation of degree completion.

#### *Department of Management & Marketing*

<b>Prince, Nicholas R</b>	Assistant Professor	\$120,000/AY	08/23/2016
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Nicholas Prince received a B.S. (2004) in Business Administration-Marketing from Kansas State University, a M.B.A. (2009) in Organizational Behavior Human Resources from Brigham Young University, and a Ph.D. (2015) in Organizational Behavior from the University of Illinois, Urbana-Champaign. Dr. Prince has been an Assistant Professor at the University of Texas at Tyler since 2015.

<b>Thiel, Chase E</b>	Assistant Professor	\$122,004/AY	08/23/2016
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Case Thiel received a B.S. (2007) in Psychology from Idaho State University, a M.S. (2009) and a Ph.D. (2012) in Industrial and Organizational Psychology from the University of Oklahoma. Dr. Thiel has been an Assistant Professor and Director of the Northwest Center for Organizational Research at Central Washington University since 2012.

### 3. 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 and Natural Resources

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

<b>Balzan, Julie A</b>	Assistant Extension Educator	\$55,188/FY	06/01/2016
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Julie Balzan received a B.S. (1984) in Home Economics and a M.S. (1985) in Agricultural Extension from the University of Wyoming. Ms. Balzan has been a Family and Consumer Science teacher at Wheatland Middle School since 1990.

<b>Hauptman, Blake S</b>	Assistant Extension Educator	\$48,432/FY	03/01/2016
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Blake S. Hauptman received a B.A. (2009) in Animal Science and a M.A. (2012) in Animal and Range Science from Montana State University. Mr. Hauptman has been a Ranch Foreman at the Bergum Ranch since 2014.



## **FIRST-YEAR TENURE-TRACK REAPPOINTMENTS**

### **1. Faculty**

It is recommended to the Trustees of the University of Wyoming that the reappointments for the following first-year tenure-track faculty be approved as indicated. Consistent with Trustees' Regulation V.D and University Regulation 803.3.e.ii, the reappointments are through the third year of employment, with the next reappointment review scheduled for Spring 2017.

#### **Academic Affairs**

Name

Rank

##### *Haub School of Environment & Natural Resources*

Carlson, Courtney Bethel Assistant Professor

Monteith, Kevin L. Assistant Professor

Stoellinger, Temple L. Assistant Professor

##### *Honors Program*

McConigley, Nina S. Assistant Professor

#### **College of Agriculture and Natural Resources**

Name

Rank

##### *Department of Agricultural and Applied Economics*

Hovhannisyan, Vardges Assistant Professor

##### *Department of Ecosystem Science and Management*

van Diepen, Linda T.A. Assistant Professor

Vaughan, Karen L. Assistant Professor

##### *Department of Family & Consumer Sciences*

Harmon, Jennifer L. Assistant Professor

McElwain, Alyssa D. Assistant Professor

Steinman, Bernard A. Assistant Professor

##### *Department of Veterinary Sciences*

Munoz-Gutierrez, Juan F. Assistant Professor

#### **College of Arts & Sciences**

Name

Rank

##### *Department of Art*

Gellis, Brandon S. Assistant Professor

*Department of Botany*

Wagner, Catherine E.	Assistant Professor
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*Department of Criminal Justice*

Mowen, Thomas J.	Assistant Professor
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*Department of English*

Henkel, Scott	Assistant Professor
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*Department of Physics & Astronomy*

Rice, William D.	Assistant Professor
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*Department of Political Science*

Piccorelli, Justin T.	Assistant Professor
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*Department of Statistics*

Piccorelli, Annalisa	Assistant Professor
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*Department of Theatre & Dance*

Konesko, Patrick M.	Assistant Professor
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*Department of Zoology & Physiology*

Tarwater, Corey E	Assistant Professor
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**College of Business**

Name

Rank

*Department of Accounting*

Oler, Mitchell J.	Assistant Professor
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Zheng, Kenneth W.	Assistant Professor
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*Department of Management & Marketing*

Jones, Stephen L.	Assistant Professor
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**College of Education**

Name

Rank

*Department of Educational Studies*

James, Joan K	Assistant Professor
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*Department of Professional Studies*

Morris-Howe, Lay-nah Blue	Assistant Professor
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### **College of Engineering and Applied Science**

Name

Rank

#### *Department of Atmospheric Science*

French, Jeffrey R. Assistant Professor

Lebo, Zachary J Assistant Professor

#### *Department of Civil & Architectural Engineering*

Griffiths, Shawn C. Assistant Professor

Judd, John P. Assistant Professor

#### *Department of Mechanical Engineering*

Aidhy, Dilputneet Singh Assistant Professor

Cai, Jian Assistant Professor

### **College of Health Sciences**

Name

Rank

#### *Division of Communication Disorders*

Bush, Erin J. Assistant Professor

#### *Division of Kinesiology and Health*

Johnson, Evan C. Assistant Professor

#### *School of Nursing*

Liebl, Lori D Assistant Professor

### **College of Law**

Name

Rank

Alexander, Melissa B. Associate Professor

Bremer, Emily S. Assistant Professor

#### *Law Library*

Duncan, Casey D Assistant Professor

### **FIRST-YEAR EXTENDED-TERM-TRACK REAPPOINTMENTS**

#### **1. Faculty**

It is recommended to the Trustees of the University of Wyoming that the reappointments for the following first-year extended-term-track faculty be approved as indicated. The reappointments are through the third year of employment, with the next reappointment review scheduled for Spring 2017.

### **Academic Affairs**

<u>Name</u>	<u>Rank</u>
<i>American Heritage Center</i>	
<b>Jacinto, Irlanda E.</b>	Assistant Archivist
<b>Marcusse, Molly E.</b>	Assistant Archivist

### **University Libraries**

<u>Name</u>	<u>Rank</u>
<i>Research &amp; Instruction</i>	
<b>Martin, Piper A.</b>	Assistant Librarian
<b>White, Philip B.</b>	Assistant Librarian

## **2. Academic Professionals**

It is recommended to the Trustees of the University of Wyoming that the reappointments for the following first-year extended-term-track academic professionals be approved as indicated. The reappointments are through the third year of employment, with the next reappointment review scheduled for Spring 2017.

### **College of Agriculture and Natural Resources**

<u>Name</u>	<u>Rank</u>
<i>Cooperative Extension Service</i>	
<b>Balis, Laura E.</b>	Assistant Extension Educator
<b>McCoy, Jordan P</b>	Assistant Extension Educator
<b>Owings, Glenn C</b>	Assistant Extension Educator
<b>Perry, Abby A</b>	Assistant Extension Educator
<b>Pierce, Michelle R.</b>	Assistant Extension Educator
<b>Vardiman, Jeremiah D</b>	Assistant Extension Educator
<i>Department of Animal Science</i>	
<b>Abushaban, Vincent Omar</b>	Assistant Research Scientist
<b>Boardman, Caleb J</b>	Assistant Lecturer
<i>Department of Molecular Biology</i>	
<b>Decker, Bridget L</b>	Assistant Lecturer

### **College of Education**

Name

Rank

*Department of Educational Studies*

**Harmeyer, Erin E.**

Assistant Lecturer

### **Outreach School**

Name

Rank

*UW at Casper*

**Wasilik, Oksana**

Assistant Lecturer

## **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 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 Extension Educator, Associate Extension Educator, Senior 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 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**

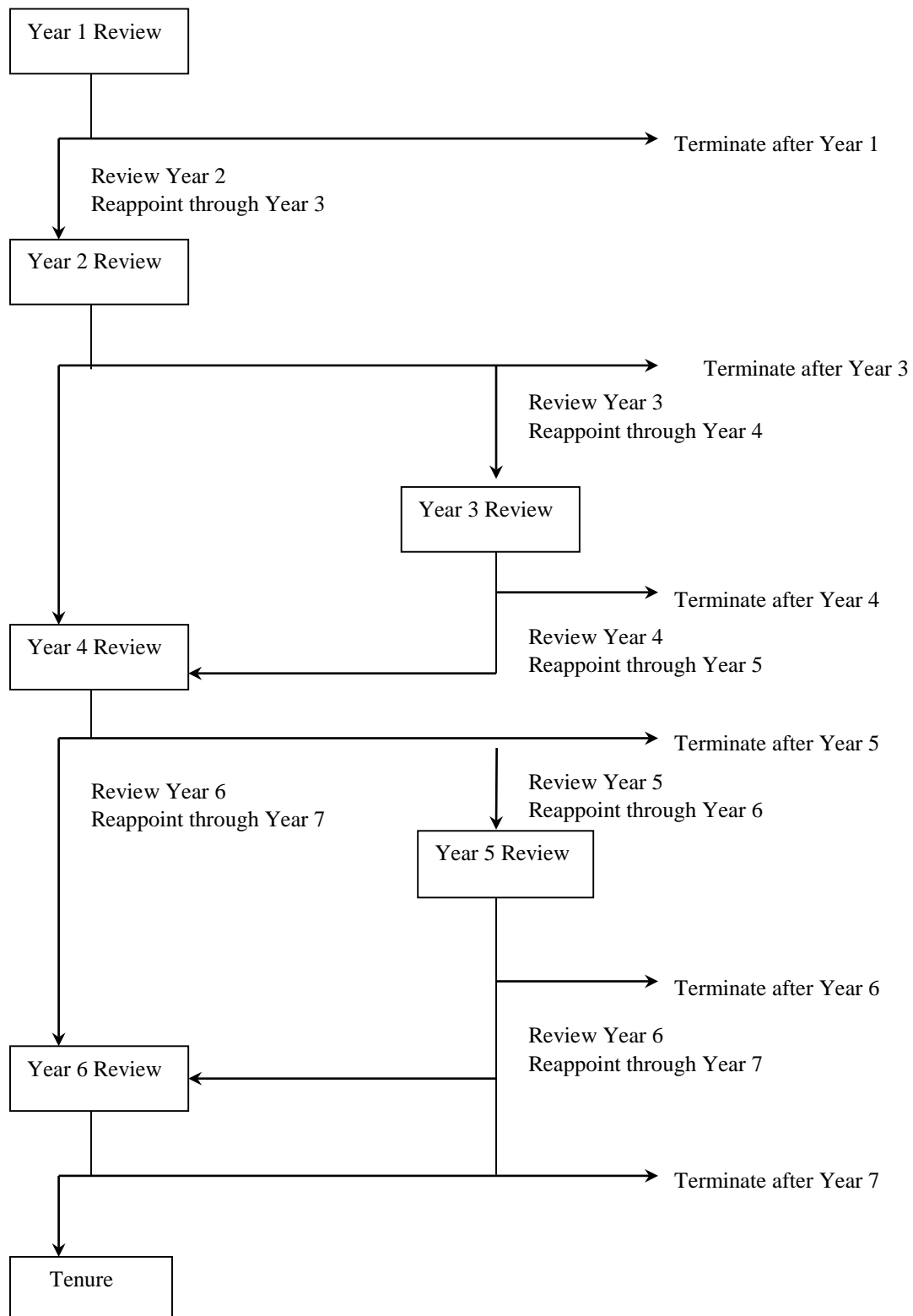
Typically the highest earned degree in a field of study. Examples include the Ph.D. (a variety of fields), the M.D. (medicine), the Ed.D. (education), M.F.A. (fine arts), M.Arch. (architecture), and J.D. (law).

**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- ITEMS FOR APPROVAL**

**Fees/Fee Book for FY 2017 and Differential Tuition, Mai**

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see work session for information on this topic.

**4. Committee of the Whole- ITEMS FOR APPROVAL**

**Approval of Fiscal System Implementation Partner Contract, Mai**

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see work session section for information on this topic.

**5. Committee of the Whole- ITEMS FOR APPROVAL**

**Trustee Award of Merit and Honorary Degree Update,**

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see work session section for information on this topic.

## **6. Committee of the Whole- ITEMS FOR APPROVAL**

### **UW Regulation Revisions**

“Revisor’s Bill” – Approval of Changes to UW Regulations 6-41, 6-43, 6-405, 6-407, 6-701, 6-702, 6-802 Miller, Readdy

#### **CHECK THE APPROPRIATE BOX(ES):**

- ☒ Work Session
- ☐ Education Session
- ☐ Information Item
- ☒ Other

Specify: Committee of the Whole (Items for Approval)

#### **BACKGROUND AND POLICY CONTEXT OF ISSUE:**

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

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

The proposed modifications for this meeting relate to Academic Policy (section 6), and include the following:

**6-41:** Financial Exigency

**6-43:** Academic Program Elimination

**6-405:** Class Meetings Outside Scheduled Times

**6-407:** University Studies Program

**6-701:** Faculty Senate Bylaws

**6-702:** Establishment of Faculty Senate Committees

**6-802:** Procedures and Authorized University Actions in Cases of Student Academic Dishonesty

Faculty Senate standing committees, including the Academic Planning Committee; Budget Planning Committee; Committee on Committees; Faculty Academic Standards, Rights, and Responsibilities Committee; Faculty Development Committee; Faculty Senate Executive Committee; and Student Interaction Committees reviewed and proposed changes to the above regulations consistent with their functions and powers as described in UW Regulation 6-702.

#### **Prior Related Board Discussions/Actions:**

The “Revisor’s Bill” was introduced at the July 2014 Board retreat. The Board approved changes to UW Regulations 1-1, 1-2, 1-3, 1-5, 1-44, 1-101, and 1-102 on July 17, 2014. The Board

approved changes to UW Regulations 1-34, 2-1, 2-32, 2-39, 2-178, 2-181, 2-245, 3-33, 3-105, 3-176, 3-177, 3-179, 3-255, 3-641, 3-650, 3-690, 4-1, 4-2, 4-174, and 4-175 on September 12, 2014. The Board approved changes to 8-1, 8-2, 8-30, 8-229, 8-231, 8-234, 8-238, 8-242, 8-243, 8-244, 8-246, 8-247, 8-248, 8-249, 8-250, 8-253, and 8-254 on November 14, 2014. The Board approved changes to 8-38 on February 9, 2015. The Board approved changes to 6-400, 6-711, 7-490, 7-530, and 7-560 on May 15, 2015. The Board approved changes to 6-402, 6-403, 6-404, 6-710, 6-713, 6-715, 6-716, 6-719, 6-720, 6-721, 6-722, 6-805, 6-806, 7-540, 7-631, 7-642, and 7-718 on June 15, 2015. The Board approved changes to 7-500 on July 17, 2015. The Board approved changes to 7-550 on November 20, 2015. The Board approved changes to 7-570 on January 22, 2016. The Board approved changes to 7-610, 7-620, and 7-621 on February 17, 2016.

**WHY THIS ITEM IS BEFORE THE BOARD:**

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

**ACTION REQUIRED AT THIS BOARD MEETING:**

Board approval or disapproval of the modifications to the Regulations.

**PRESIDENT'S RECOMMENDATION:**

The President recommends approval.

**Faculty Senate Bill 336**

**Introduced by  
Faculty Senate Executive Committee**

**Faculty Senate Revisor's Bill**

**WHEREAS**, in July 2014, University of Wyoming Office of General Counsel introduced a "Revisor's Bill"; and

**WHEREAS**, the general purpose of the Revisor's Bill is to consider modifications to existing University of Wyoming Regulations that contain inadvertent errors and omissions, obsolete references, and language that does not reflect current practice; and

**WHEREAS**, modifications that are part of the Revisor's Bill do not reflect substantive change to existing University of Wyoming Regulations; and

**WHEREAS**, the Faculty Senate was asked to review University of Wyoming Regulations 6-41 (Financial Exigency), 6-43 (Academic Program Elimination), 6-405 (Establishment of a Policy Confining Class Meetings to Pre-Scheduled Times), 6-407 (University Studies Program), 6-701 (Faculty Senate Bylaws), 6-702 (Establishment of Faculty Senate Committees), 6-703 (Establishment of University Standing Advisory Committees), 6-802 (Procedures and Authorized University Actions in Cases of Academic Dishonesty); and

**WHEREAS**, Faculty Senate standing committees, including the Academic Planning Committee, Budget Planning Committee, Committee on Committees, Faculty Academic Standards, Rights, and Responsibilities Committee, Faculty Development Committee, Faculty Senate Executive Committee, and Student Interaction Committees reviewed and proposed changes to the above regulations that were consistent with the functions and powers of said committees as described in University of Wyoming 6-702; therefore

**BE IT RESOLVED** that the University of Wyoming Board of Trustees adopt the proposed Faculty Senate Revisor's Bill modifications as indicated in the attached addendum.

***AUTHENTICATION:*** *The foregoing Faculty Senate Bill 336, duly adopted by the Faculty Senate of the University of Wyoming under date of February 22, 2016, is hereby transmitted to the President of the University of Wyoming for review in accordance with UW Regulations.*

*/s/  
Donal O'Toole  
Secretary of the Faculty Senate*

**UW REGULATION 6-41**  
**Financial Exigency**

**I. STATEMENT OF POLICY**

In the event the University of Wyoming is confronted by a deficiency in financial resources which is so serious as to require the reduction or elimination of programs or services and the discharge of University personnel including tenured faculty, the University shall respond fairly and rationally, and in a manner consistent with the continued attainment of the mission of the University.

This Regulation sets forth guidelines and procedures to promote decisiveness, fairness and consistency in Presidential leadership and to ensure adherence to established principles in the event of such an occurrence. To the extent possible, decisions will be made through regular University processes, with significant input from faculty, academic professionals, staff, administrators and students.

**II. DEFINITIONS**

As used in this Regulation:

- A. "Committee" means the Financial Crisis Advisory Committee.
- B. "Financial Crisis" means an imminent and substantial deficiency in available University financial resources which warrants reduction or elimination of University programs. The deficiency in available financial resources may result from reduced legislative appropriation, ~~reduce-reduced~~ state revenues which make appropriated funds unavailable, reduced income from other sources including University grants, gifts, and tuition and fees, or from unforeseen financial demands.
- C. "Financial Crisis Plan" means the plan developed by the President to meet a financial crisis, and approved by the Board of Trustees.
- D. "Financial Exigency" means a financial crisis so severe that preservation of the integrity of the University and prevention of substantial harm to the institution requires termination of the employment of tenured faculty. Termination of employment of tenured faculty in the event of financial exigency may result from program reductions or from program eliminations. Financial exigency may be determined only by the Board of Trustees, and the employment of tenured faculty members may be terminated only following the declaration by the Board of Trustees that a financial exigency exists.
- E. "President" means the President of the University of Wyoming.
- F. "Program" means a unit of the University which provides an organized and identifiable service or function, which may have an allocated budget, and which can be identified as a separate entity for planning purposes.

- 47           **G.**     "Tenured Faculty" means regular faculty with tenure as defined in the UW  
48                     Regulation 5-1.

49  
50   **III.     FINANCIAL CRISIS ADVISORY COMMITTEE**

- 51           **A.**     The Financial Crisis Advisory Committee shall consist of thirteen members:  
52                     **1.** Vice President for Academic Affairs  
53                     **2.** Vice President for Administration  
54                     **3.** Two Deans, selected by the Executive Deans' Council  
55                     **4.** Two voting faculty members from each of the following, selected by their  
56                         membership:  
57                         **a.** Faculty Senate Executive Committee  
58                         **b.** Academic Planning Committee  
59                         **c.** Budget Planning Committee  
60                         **d.** Two members from Staff Senate, selected by its membership  
61                         **e.** President of the Associated Students of The University of Wyoming, or a  
62                             member of the student body designated by the President of ASUW.  
63  
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69  
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72           **B.**     The Committee shall elect a chair from its members.

73  
74  
75   **IV.     DETERMINATION OF FINANCIAL CRISIS**

76  
77   Whenever the President determines that a financial crisis exists, the President shall:

- 78  
79           **A.**     Declare the existence of a financial crisis;  
80  
81           **B.**     Convene the Financial Crisis Advisory Committee to advise the President;  
82  
83           **C.**     Issue a written statement to the University community explaining why a financial  
84                     crisis has been determined to exist;  
85  
86           **D.**     Specify the anticipated financial deficiency expected during the current fiscal year  
87                     and the University's financial prospects for the two succeeding fiscal years;  
88  
89           **E.**     Call a general University meeting at which the President shall explain why a  
90                     financial crisis has been declared, and solicit questions and comments from  
91                     members of the University community; and  
92



- 93           F.       Prepare a Financial Crisis Plan to address the deficiency in University resources, and  
94               submit the Plan to the Trustees of the University for approval by the Trustees.  
95

96   **V.       FINANCIAL CRISIS PLAN**  
97

98           The Financial Crisis Plan shall be prepared by the President in consultation with the  
99           Financial Crisis Advisory Committee. The President shall inform the Committee of the  
100          financial circumstances of the University, and of actions taken to effect economies. In the  
101          preparation of the Financial Crisis Plan, determinations as to reduction of University  
102          expenditures including personal services, support services, travel, equipment, non-operating  
103          expenditures, and contractual services, shall initially be proposed through established  
104          University regulations and procedures. The Committee may submit to the Board of Trustees  
105          its recommendations with regard to the Financial Crisis Plan.  
106

107   **VI.       FINANCIAL EXIGENCY**  
108

109          If the financial crisis is so severe that the financial crisis plan will require the termination of  
110          positions held by tenured faculty members, the President shall, at the time of submission of  
111          the Financial Crisis Plan to the Board of Trustees, request that the Trustees declare a  
112          financial exigency. Before submitting a request that the Board of Trustees declare financial  
113          exigency, the President shall inform the Committee of the intention to do so, and the  
114          Committee may submit to the Board of Trustees its recommendation as to whether financial  
115          exigency should be declared.  
116

117   **VII.      ACTION BY TRUSTEES**  
118

119          Based upon the Financial Crisis Plan submitted by the President, and upon other available  
120          information, the Trustees shall approve, modify and approve, or reject the Financial Crisis  
121          Plan. If the Financial Crisis Plan requests a finding of financial exigency, and the Trustees  
122          determine that the financial crisis is so severe that termination of tenured faculty is  
123          necessary, the Trustees shall declare financial exigency.  
124

125   **VIII.     COMMITMENT TO TENURED FACULTY**  
126

127          Where a program is reduced due to financial exigency, the retention of tenured faculty in the  
128          program shall be given all due consideration over non-tenured faculty.

129          If the position in a program of a tenured faculty member is eliminated due to financial  
130          exigency, the University shall make reasonable efforts to transfer the faculty member to  
131          another open and funded position for which the tenured faculty member is qualified.  
132

133          In the event that it is determined that the employment of a tenured faculty member must be  
134          terminated due to financial exigency:

- 135               A.       Written notice of termination, stating the cause, shall be given as soon as practicable,  
136                       time periods for such notice in other regulations notwithstanding.  
137  
138

139           **B.**       When notice of termination of employment is received, the tenured faculty member  
140                   may appeal the termination under UW Regulation 5-35.

141  
142           When a position held by a tenured faculty member is terminated, if that position is restored  
143           or a new position with similar duties is created within a period of three years following its  
144           termination, the position shall first be offered to the tenured faculty member who formerly  
145           held the position, and who was terminated because of financial exigency.

146  
147

148   **Source:**

149   University Regulation 41, Revision 2; adopted 7/17/08

**UW REGULATION 6-43**  
**Academic Program Elimination**

**I. PURPOSE**

It is the policy of the University to continue established academic programs to meet the needs of the University and the State of Wyoming and to permit enrolled students to complete the course of study and new students to enroll and benefit from these programs. The University also acknowledges its obligations to faculty and academic professionals who serve in an academic program that is to be eliminated.

An academic program may be eliminated when its continuation has ceased to be in the best interests of the University, the State of Wyoming or the students enrolled in the University.

The purpose of this regulation is to provide criteria and procedures for the elimination of academic programs, and to provide protection for students enrolled in and for faculty and academic professionals who serve in programs that are eliminated. This regulation seeks to ensure fair accommodation of institutional and individual interests after the decision is made to eliminate a program. Final authority for academic program elimination resides in the Board of Trustees.

**II. DEFINITIONS**

- A. Academic program** means an authorized major or course of study approved by action of the Board of Trustees.
- B. Dean** means dean of a college of the University.
- C. President** means the President of the University.
- D. Program administrator** means a person responsible for the administration of an academic program. A program administrator may be a department head, program director, division director, dean of a school, or other administrator who reports to the dean of the college which has authority over the academic program.
- E. ~~Provost and~~ Vice President for Academic Affairs** means the chief academic officer of the University.

**III. REASONS FOR ELIMINATION OF ACADEMIC PROGRAMS**

The elimination of an academic program shall be based primarily upon educational considerations or ~~for~~ financial exigency as specified under UW Regulation 6-41. An academic program may be eliminated for any one or more of the following reasons:

- A. A sustained record of low student enrollment.**

- 47        **B.**     A sustained record of low academic quality.
- 48
- 49        **C.**     Obsolescence or duplication.
- 50
- 51        **D.**     Lack of external need or demand for the program.
- 52
- 53        **E.**     Loss of external accreditation.
- 54
- 55        **F.**     A change in the priorities or direction of the University or a college, school, or
- 56               department.
- 57
- 58        **G.**     Any other substantial reason why the continuation of the academic program is not
- 59               in the best interests of the University.
- 60

#### 61    **IV.     PROPOSALS TO ELIMINATE ACADEMIC PROGRAMS**

62

- 63        **A.**     **Initiation.** A proposal to eliminate an academic program may be initiated by the
- 64               ~~Provost and~~ Vice President for Academic Affairs, by the dean or program
- 65               administrator charged with administrative supervision of the academic program,
- 66               or by faculty or academic professionals who serve in the academic program.
- 67               Proposals should be made early enough in the academic year that responses,
- 68               reviews and recommendations of the ~~Provost and~~ Vice President for Academic
- 69               Affairs and the President can be made to the Board of Trustees in time for a
- 70               decision by the Trustees prior to the beginning of the next academic year.
- 71
- 72        **B.**     **Content of Proposal to Eliminate Academic Program.** A proposal to eliminate
- 73               an academic program shall be in writing and shall:
- 74
- 75               1.     Set forth a statement of the reasons for elimination of the program.
- 76
- 77               2.     Contain the following information:
- 78
- 79                        **a.**     Description of the mission, curriculum, content and format of the
- 80                        program;
- 81
- 82                        **b.**     Description of the role of the program within the context of the
- 83                        college and the mission of the University;
- 84
- 85                        **c.**     Financial data relevant to the academic program;
- 86
- 87                        **d.**     Admission, enrollment and graduation data relevant to the
- 88                        program, including the number of students currently enrolled and
- 89                        the status of their progress toward graduation;
- 90
- 91                        **e.**     Description of administration of program;

- 92 f. Description of faculty and academic professionals who serve in the  
93 program, including their academic credentials, academic rank and  
94 length of service to the University;  
95  
96 g. Description of program facilities, including classrooms and offices,  
97 library and equipment used by or dedicated to the program;  
98  
99 h. Evaluations from accrediting bodies or other reviewers of the  
100 quality of the program and its faculty and academic professionals;  
101  
102 i. Comparison of the program with related or similar programs.  
103  
104 3. Describe the anticipated effects of elimination of the program upon the  
105 college in which the program is situated, upon other colleges and units of  
106 the University, and upon the University as a whole, including:  
107  
108 a. Effects upon students enrolled in the academic program;  
109  
110 b. Effects upon faculty and academic professionals who serve in the  
111 program, including termination of any existing positions;  
112  
113 c. Educational and financial effects upon other units of the  
114 University;  
115  
116 d. Effects upon faculty, academic professionals, staff, students and  
117 alumni of the University;  
118  
119 e. Effects on the State of Wyoming, including ~~effects related to~~  
120 ~~benefits- loss of benefits~~ conferred outside the University by the  
121 academic program.  
122  
123 4. Set forth an implementation plan to be followed in the event the academic  
124 program is eliminated, including:  
125  
126 a. Procedures for handling current and future applications for  
127 admission;  
128  
129 b. Plans for assisting currently enrolled students to complete the  
130 course of study;  
131  
132 c. Plans for accommodating faculty and academic professionals who  
133 will be terminated or otherwise affected by elimination of the  
134 academic program.  
135  
136 C. **Submission of Proposal.** A proposal to eliminate an academic program shall be  
137 submitted to the ~~Provost and~~ Vice President for Academic Affairs.

138 V. EXPEDITED PROCEDURES FOR ELIMINATING ACADEMIC PROGRAMS

139

140 ~~A.~~ When proposals for elimination are initiated by an academic unit's academic personnel  
141 and the academic unit has agreed to the program's elimination in accordance with the  
142 unit's internal procedures, a proposal will be presented to the ~~Provost and~~ Vice President  
143 for Academic Affairs that meets the following requirements: Items 1-4 under ~~4~~IV.B.  
144 Content of Proposal to Eliminate Academic Program.

145

146 This proposal will be reviewed by the ~~Provost and~~ Vice President for Academic Affairs  
147 for adequacy, distributed to the Faculty Senate, Staff Senate, and ASUW for information  
148 purposes, and submitted by the Provost and Vice President for Academic Affairs to the  
149 President for approval and to the Board of Trustees for final disposition.

150

151 VI. PROCEDURE FOR ACTING UPON POTENTIALLY CONTESTED  
152 PROPOSALS

153

154 A. **Notification.** When the ~~Provost and~~ Vice President for Academic Affairs initiates  
155 or receives a proposal to eliminate an academic program, a copy of the proposal  
156 shall be sent within 10 days to the President, to the dean of each college, and to  
157 the program administrator, each faculty member and academic professional who  
158 serves in the program proposed to be eliminated, as well as to the Faculty Senate,  
159 the Staff Senate and the Associated Students of the University of Wyoming.  
160 Notice of the proposal shall be sent within 10 days to each student enrolled in the  
161 program proposed to be eliminated, stating that a copy of the proposal is available  
162 for review in the departmental office of the program. The copy of the proposal  
163 shall be accompanied by a notice stating that responses to the proposal shall be  
164 made in writing to the ~~Provost and~~ Vice President for Academic Affairs by a  
165 designated date not less than 60 days after the copies are distributed.

166

167 B. **Response to Proposal.** Responses to a proposal to eliminate an academic  
168 program:

169

- 170 1. Shall be made by the dean of the college which has authority over the  
171 academic program proposed to be eliminated, and by the program  
172 administrator of the academic program, in consultation with the faculty  
173 and academic professionals who serve in the program and the students  
174 enrolled in the program.
- 175 2. May be made by any other interested person, including the faculty,  
176 academic professionals, or staff who serve in the program; students  
177 enrolled in the program; any dean, faculty member, academic professional,  
178 staff member or student in the University; alumni of the University; and  
179 citizens of Wyoming.
- 180 3. Shall be in writing and shall be submitted to the ~~Provost and~~ Vice  
181 President for Academic Affairs by the designated date. Responses not  
182 received by the designated date need not be considered.
- 183



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4. May set forth arguments, statements and facts in support of or in opposition to the proposal to eliminate the academic program, and may contain alternative proposals regarding the program or its elimination or modification.
- C. **Review of Proposal and Responses.** Within 10 days after the designated date for receipt of responses to the proposal for elimination of an academic program, the ~~Provost and~~ Vice President for Academic Affairs shall submit copies of the proposal and any responses to: (1) the Chair of the Faculty Senate for distribution to appropriate Faculty Senate Committees and members of the Faculty Senate; (2) the ~~Chair-President~~ of the Staff Senate; and (3) the President of the Associated Students of the University of Wyoming.
- Within 60 days of the receipt of the proposal and responses from the ~~Provost and~~ Vice President for Academic Affairs, the Faculty Senate shall submit to the ~~Provost and~~ Vice President for Academic Affairs its written review and its recommendation regarding elimination of the academic program, and the Staff Senate and the Associated Students of the University of Wyoming may each submit a written review and recommendation.
- D. **Recommendation of ~~Provost and~~ Vice President for Academic Affairs.** Within 30 days of receipt of reviews from the Faculty Senate and from the Staff Senate and the Associated Students of the University of Wyoming, if submitted, the ~~Provost and~~ Vice President for Academic Affairs shall review the proposal, and all responses and reviews, and shall make a recommendation in writing to the President regarding the proposal to eliminate the academic program. The recommendation may approve, disapprove or suggest modifications to the proposal. The recommendation to the President shall be accompanied by copies of the proposal and all responses and reviews.
- The ~~Provost and~~ Vice President for Academic Affairs shall send copies of his recommendation to the dean of each college, and to the program administrator, each faculty member and academic professional who serves in, and each student enrolled in the program proposed to be eliminated, as well as to the Faculty Senate, the Staff Senate and the Associated Students of the University of Wyoming.
- A copy of the proposal, all responses and reviews, and the recommendation of the ~~Provost and~~ Vice President for Academic Affairs shall be maintained and made available for examination and copying by the public in the Office of the ~~Provost and~~ Vice President for Academic Affairs.
- E. **Action by the President.** The President shall approve, approve with modifications, or disapprove the proposal to eliminate an academic program. If the President approves or approves with modifications the proposal to eliminate

an academic program, the President shall forward his recommendation, together with the proposal, all responses and reviews, and the recommendation of the ~~Provost and~~ Vice President for Academic Affairs, to the Board of Trustees for final action. If the President disapproves the proposal to eliminate an academic program, no further action shall be taken on the proposal.

- F. **Time.** The time periods set forth in this ~~Section V regulation~~ shall include Saturdays, Sundays and legal holidays, but shall not include the time between spring commencement and the beginning of the next academic year. Nor shall it include the time between the end of fall semester and the beginning of spring semester.

#### VII. PROTECTION FOR STUDENTS ENROLLED IN PROGRAM

When a decision is made by the Board of Trustees to eliminate an academic program, the Trustees shall establish policies for ~~implementing the termination including with regard to admission of students into the program and reasonable actions to permit~~ accommodating those students currently enrolled in the program and in good standing to complete the program at the University or another school.

#### VIII. PROTECTION FOR FACULTY AND ACADEMIC PROFESSIONALS

- A. **Notification.** Within 10 days after a decision by the Board of Trustees to eliminate an academic program, all faculty members and academic professionals whose positions will be terminated shall be notified in writing of the date of their termination and of their rights under this University Regulation.

- B. **Rights of Tenured Faculty and Extended Term Academic Professionals.** When the elimination of an academic program will result in the termination of any tenured faculty member or extended term academic professional,

1. The University shall offer the tenured faculty member or extended term academic professional another appropriate position in the University if the person is qualified and the position is available before the date of the termination of the person's position as indicated under subsection A of this section. In the allocation of appropriate positions, positions shall first be offered to tenured faculty and extended term academic professionals who are being terminated before offers are made to probationary faculty and academic professionals or other persons not currently employed by the University.
2. If no appropriate University position is available for which the person is qualified, the University shall continue the position of the tenured faculty member or extended term academic professional for at least the next full academic year after the date of the termination of the person's position as indicated under subsection A of this section. The continued position may



- 276 be assigned appropriate duties consistent with the best interests of the  
277 University.  
278
- 279 **C. Rights of Probationary Faculty and Academic Professionals.** When the  
280 elimination of an academic program will result in the termination of any  
281 probationary faculty member or probationary academic professional:  
282
- 283 1. The University shall offer the probationary faculty member or  
284 probationary academic professional another appropriate position in the  
285 University if the person is qualified and the position is available before the  
286 date of the termination of the person's position as indicated under  
287 subsection A of this section. In the allocation of appropriate positions in  
288 the University positions shall first be offered to probationary faculty and  
289 probationary academic professionals before offers are made to persons not  
290 currently employed by the University.  
291
- 292 2. If no appropriate University position is available for which the person is  
293 qualified, the University shall continue the position of the probationary  
294 faculty member or probationary academic professional who is in at least  
295 the third year of service ~~or the appointment~~ on the date of the termination  
296 of the person's position as indicated under subsection A of this section for  
297 at least the next full academic year after that date. However, for a  
298 probationary faculty member or probationary academic professional in the  
299 second year of service ~~or the appointment~~, the position shall be continued  
300 for at least six months. For a probationary faculty member or probationary  
301 academic professional in the first year of service ~~or the appointment~~, the  
302 position shall be continued for at least six months. The continued position  
303 may be assigned appropriate duties consistent with the best interests of the  
304 University.  
305
- 306 **D. Right of Appeal.** A faculty member or academic professional who receives notice  
307 of termination because of elimination of an academic program shall have the right  
308 to appeal the termination under UW Regulation 5-35, Appendix B, but not the  
309 decision to eliminate the program, unless the decision is based in whole or in part  
310 on financial exigency under UW Regulation 6-41.  
311  
312  
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315
- 316 **Source:**  
317 University Regulation 43, Revision 1; adopted 7/17/08 Board of Trustees meeting  
318 Revisions adopted 9/9/11 Board of Trustees meeting

**UW REGULATION 6-405**  
**Class Meetings Outside Scheduled Times**

**I. PURPOSE**

To establish by regulation the policy confining class meetings to pre-scheduled times.

**II. RATIONALE**

The faculty of the University should recognize that students have many demands on their time and should not be required to attend class meetings other than those at prescheduled times as shown in the official class schedule. There are a few cases where legitimate academic reasons exist for requiring attendance at other than pre-scheduled hours, such as for group examinations where there are several sections of the same course. However, these cases can be properly approved for printing in the class schedule so that students are aware of the special attendance requirements before registering for the class. It is the responsibility of the faculty to complete all required instruction and examinations within the times specified in the class schedule, rather than requiring students to attend special sessions or examinations at times that may conflict with other academic or non-academic activities of the students.

**III. DIRECTIVE**

Faculty shall hold all required class sessions and examinations in the class hours as specified in the official class schedule and syllabus. This shall not preclude scheduling extra class meetings for review or special help where this proves necessary or beneficial, as long as attendance at the extra meetings is entirely at the student's option and no required or graded work is done at these sessions.

When circumstances absolutely require an exception to the policy of holding all required class sessions and examinations at the scheduled times, class meetings may be scheduled only with the prior approvals of the appropriate Department Chair~~man~~ and Dean.

**Source:** University Regulation 405; adopted 7/17/08 Board of Trustees meeting

**UW REGULATION 6-407**  
**University Studies Program**

**I. PURPOSE**

This regulation shall state the goals, purpose, and procedures of a general education, or University Studies, program.

**II. GENERAL INFORMATION**

**A. Purpose of the University Studies Program**

It is the purpose of a University Studies Program to establish baseline learning requirements, which all students should meet regardless of their fields of study. These baseline learning requirements should be simple, flexible, and transparent. They should facilitate ease of transfer between collegiate level institutions, such as community colleges, and UW. They must be based on assessable learning outcomes that are clearly stated and made available to all interested parties, including students and instructors.

**B. Goals of University Studies Program curriculum**

Coursework that fulfills the goals of the University Studies Program should involve multiple and diverse disciplines in order to provide students with broad learning experiences, expose them to different viewpoints, and provide them diverse skill sets. Coursework should include some or all of the following: knowledge of human culture, the physical and natural world, and U.S. and Wyoming Constitutions; intellectual and practical skills; and personal and social responsibility. Such an education is expected to produce citizens able to function in a complex and changing society.

**C. Procedures**

The University Studies Program demands completion of specific requirements in identified areas of study in accordance with criteria approved by the University Faculty Senate. In cooperation with the Board of Trustees and academic administrators, the University Studies Committee of the Faculty Senate is responsible for making decisions regarding which courses are to be designated as USP-compliant. (See also UW ~~R~~egulation 6-702-14.a.)

**III. UNIVERSITY STUDIES COORDINATOR**

**A. Designation**

The Associate Vice President for Undergraduate Education shall perform the duties of the University Studies Coordinator, who shall be responsible to the Vice

~~President for Academic Affairs for administering the University Studies Program.  
The Vice President for Academic Affairs in consultation with the University  
Studies Committee will designate a suitably qualified person to perform the duties  
of the University Studies Coordinator, who shall be responsible to the Vice  
President for administering the University Studies Program.~~

**B. Responsibilities**

The University Studies Coordinator will work directly with the University Studies Committee and other appropriate faculty, University officers, and Faculty Senate committees to:

1. Make recommendations for the fiscal support of the University Studies Program;
2. Maintain approved course lists and disseminate information about the program on and off campus;
3. Assist faculty and sponsor departments in preparing or modifying University Studies course offerings with advisement from the University Studies Committee for the Program;
4. Implement an assessment plan ~~as established by~~ with advisement from the University Studies Committee (see UW Regulation 6-702-14.b.i);
5. Make recommendations for waivers or substitution of University Studies Program requirements by petitioning students;
6. Serve as an ad hoc (non-voting) member of the University Studies Program Committee.

**Source:**

University Regulation 407, Revision 3; adopted 7/17/08 Board of Trustees meeting  
Revisions adopted 9/12/14 Board of Trustees meeting

**UW REGULATION 6-701**  
**Faculty Senate Bylaws**

**I. PURPOSE**

To establish the Faculty Senate Bylaws.

**II. THE UNIVERSITY FACULTY SENATE**

A. The Faculty Senate is established by Bylaws of the University Faculty and vested, subject to limitations contained therein, with the powers conferred upon the University Faculty by the Board of Trustees.

B. Pursuant to such Bylaws of the University Faculty, the Faculty Senate shall seek to determine and establish educational and academic policies which promote and protect the interests and welfare of the University community and further the full and free development and preservation of scholarly learning, teaching, and research.

**III. MEMBERSHIP**

The membership of the Faculty Senate is to be determined in accordance with the Bylaws of the University Faculty.

**IV. OFFICERS**

The officers of the Faculty Senate shall be selected from the ~~Faculty Senate Electorate~~ elected faculty senators and shall consist of the following: (a) Chair, (b) Chair-Elect, and (c) Secretary. The incoming officers shall take office effective with the May Board of Trustees meeting, and their voting privileges shall be as described below. (In the following paragraphs, the term "Executive Committee" refers to the Executive Committee described in Section 9 of this Regulation.)

Chair. If the chair's term as a faculty senator expires during the chair's term as chair, the chair's Faculty Senate term shall be extended to last for the remainder of the chair's term as chair. While serving as chair, the chair of the Faculty Senate shall not vote on matters decided by vote of the Executive Committee or on matters decided by vote of the Faculty Senate, unless the chair's vote is necessary to break a tie.

Chair-Elect. After being elected and taking office as chair-elect, the chair-elect shall serve ~~as vice chair~~ for one year; the chair-elect shall then become chair of the Faculty Senate for the following year. While serving as chair-elect, the chair-elect shall be entitled to vote on matters decided by vote of the Executive Committee and matters decided by vote of the Faculty Senate. If the Faculty Senate term of the chair-elect expires before or during his/her term as chair-elect, the Faculty Senate term of the chair-



elect shall be extended to last until the chair-elect has become chair and completed his/her term as chair.

Secretary. If the secretary's Faculty Senate term does not expire while he/she is serving as secretary, the secretary shall be entitled during his/her term as secretary to vote on matters decided by vote of the Executive Committee and matters decided by vote of the Faculty Senate. If the secretary's Faculty Senate term expires before or during his/her term as secretary, the secretary for the remainder of his/her term as secretary shall remain a voting member of the Executive Committee, and shall attend Faculty Senate meetings but shall not vote on matters decided by vote of the Faculty Senate unless re-elected to a new term as a faculty senator by his/her ~~department~~ academic unit.

#### V. OFFICERS' DUTIES

The duties of the officers shall be such as are specified in these Bylaws and as directed by the Faculty Senate. The primary duties of the officers shall be as follows:

- A. The Chair shall preside at meetings of the Faculty Senate and of its Executive Committee.
- B. The ~~Vice-Chair~~ (Chair-Elect) shall preside at meetings of the Faculty Senate and of its Executive Committee in the event of the absence of the Chair, or at his/her request, and shall take on such other Senate tasks as requested by the Chair.
- C. The Secretary shall record the roll call, proceedings and votes upon bills of the Faculty Senate, and shall receive and keep all communications and reports to and from the Faculty Senate.

#### VI. ELECTION PROCEDURES

The ~~nominations committee, appointed and announced by the Executive Committee at least two Faculty Senate meetings prior to the date of election~~ Chair-Elect, shall be responsible for soliciting nominations of ~~at least two candidates for each of the offices to be filled. If the Chair-Elect is unable after good faith effort to identify at least two candidates for each office to be filled, the Senate may proceed with an election for any office for which there is only one candidate nominated.~~ The ~~committee~~ Chair-Elect shall send a report of these nominations to the ~~Secretary-Faculty Senate Coordinator of the Faculty Senate~~ who shall cause the names of the nominees to be published at least one week prior to the Senate meeting preceding the election meeting. Additional nominations of officers may be made from the floor at that meeting. All nominations, both from the nominating committee and from the floor, shall be accompanied by a written statement from the candidate regarding background, Senate and University contributions, and goals for the position sought. Such statements should be distributed at the time the candidate is nominated or within one week. At the nominating meeting, candidates for all offices will

be introduced and, if time permits, given a chance to speak to the nomination. At the meeting when elections are to be held, voting shall be carried out by written, secret ballot.

**7. FACULTY SENATE ELECTORATE.**

~~The Faculty Senate Electorate shall consist of those members of the faculty who have been elected as voting members of the Senate. The powers of the Senate Electorate shall be limited to the nomination and election of Faculty Senate officers and at large Executive Committee members.~~

**VII. TERM OF OFFICE**

Officers shall be elected ~~at the meeting of the Faculty Senate Electorate during the week of the last regular meeting of the Senate of each academic year at the February meeting of the Faculty Senate,~~ and shall serve for one year beginning at the first regular meeting of the next academic year or at the first summer session meeting, if held, and until, a successor has been duly installed. Any officer may be re-elected for one additional term in the same office. ~~If an officer is filling the unexpired term of a previous officer, the officer's service during that partial term does not count toward the two-term limit.~~ The Faculty Senate may declare an office to be vacant whenever an officer is unable, except temporarily, to carry out the duties of his/her office. A vacancy shall be filled for the period to complete the term ~~of~~ by special election.

**VIII. EXECUTIVE COMMITTEE**

A. The Executive Committee shall consist of the following: The Chair, the Chair-Elect, the immediate Past-Chair, the Secretary of the Faculty Senate, and four members-at-large who shall be elected from the voting membership of the Faculty Senate for staggered two-year terms. Any sitting member of the Faculty Senate is eligible to be elected as member-at-large to the Executive Committee for the following two-year term. Should the Faculty Senate term of any Executive Committee member other than the Chair or Chair-Elect expire before or during the period in which the member is serving on the Executive Committee, he/she shall remain a voting member of the Executive Committee for the remainder of his/her term on the Executive Committee, and shall attend Faculty Senate meetings but shall not vote on matters decided by vote of the Faculty Senate unless re-elected to a new term as a faculty senator by his/her ~~department~~ academic unit. The Chairs of the Academic Planning Committee, the Budget Planning Committee, the Committee on Committees, the FASR&R Committee, the Faculty Development Committee, the Graduate Council, the Library Council, the Student Interaction Committee, the Academic Information Technology Committee, and the University Course Review Committee shall serve as ex officio members of the Executive Committee, ~~with voting rights as specified in~~ UW Regulation 6-702(3)(Jf).

136           B.     The Chair of the Faculty Senate shall serve as the Chair of the Executive  
137                     Committee.

138  
139           C.     The Executive Committee shall have general supervision of the affairs of the  
140                     Faculty Senate and its standing committees; fix the hour and place, and prepare  
141                     the agenda for the Faculty Senate meetings; and perform such other duties as are  
142                     specified in the Bylaws or may be assigned to it by the Faculty Senate.

143  
144 IX.       FACULTY SENATE COORDINATOR.

145  
146           D.A.    The University shall appoint a staff member to serve as the Faculty Senate  
147                     Coordinator. The role of the Faculty Senate Coordinator is the coordination,  
148                     management, and execution of the administrative support functions of the Faculty  
149                     Senate, the Faculty Senate chair, the Executive Committee, and the Committee on  
150                     Committees.

151  
152           B.     The Faculty Senate Coordinator shall be a non-voting member of the Executive  
153                     Committee and the Committee on Committees.

154  
155 X.       COMMITTEE ON COMMITTEES

156           The Committee on Committees shall be responsible for the following duties:

157  
158  
159           A.     Appointment of faculty members to standing committees as described in UW  
160                     Regulation 6-702, subject to ratification by the Faculty Senate.

161  
162           B.     Appointment of faculty members to those standing advisory committees as  
163                     described in UW Regulation 6-703.

164  
165           C.     Nominate faculty members to serve on administrative committees or boards:

166  
167                     1.     For those committees or boards where members are to be selected by the  
168                             Faculty Senate; and

169  
170                     2.     For other committees when requested to do so by an appropriate  
171                             administrative body.

172  
173           D.     Be informed of the changes to, formation of, and charges to all committees  
174                     appointed by the President, or a vice president for consideration, advice, or action  
175                     upon matters pertaining to general University operations and programs, as  
176                     distinguished from matters under the cognizance of an individual college; and  
177                     responsible for the coordination of the activities between Faculty Senate  
178                     committees and the foregoing committees whenever it appears there may be  
179                     conflict or duplication in assigned functions or purposes of committees.



- 180 E. Preparation of appropriate bills for adoption by the Faculty Senate describing the  
181 duties, powers, membership and functions of all Faculty Senate standing  
182 committees and standing advisory committees; and  
183  
184 F. Maintenance of a continuing review of the need and functioning of Faculty Senate  
185 standing committees and standing advisory committees.  
186

187 **Composition.** The Committee on Committees shall consist of 11 members selected by  
188 this committee and approved by the Executive Committee of the Faculty Senate. Each of  
189 the seven colleges (two from Arts and Sciences), the Libraries, the American Heritage  
190 Center and the Outreach School will be given the opportunity to be represented. If  
191 representation from any of these areas cannot be found, then the Committee on  
192 Committees is directed to select members in as representational fashion as possible. The  
193 chair of the Committee on Committees shall serve as an ex officio member of the  
194 Executive Committee of the Faculty Senate. The chair-elect of the Senate shall be an ex  
195 officio member of the Committee on Committees.  
196

197 **XI. STANDING COMMITTEES**

198  
199 Standing committees shall be established and disestablished by the Faculty Senate, and  
200 they shall be responsible for duties as may be determined by the Faculty Senate.  
201

202 **XII. AD HOC COMMITTEES**

203  
204 The Executive Committee may appoint ad hoc committees from time to time as it deems  
205 necessary and proper for furthering the business of the Faculty Senate. Such ad hoc  
206 committees may be temporarily assigned as a subcommittee of one of the existing  
207 Faculty Senate standing committees.  
208

209 **XIII. COMMITTEE REPORTS**

210  
211 The chair of each Faculty Senate committee or an appointed representative shall be  
212 present at each Faculty Senate meeting, and the Executive Committee may require  
213 reports in such form and at such times from any committee as it deems necessary and  
214 proper for furthering the business of the Faculty Senate. The Executive Committee of the  
215 Faculty Senate shall send the agenda and minutes of each Faculty Senate meeting to the  
216 chair of each committee.  
217

218 **XIV. COMMITTEE MEETINGS**

219  
220 All standing committees, with the exception of the Reappointment, Tenure and  
221 Promotion Committee, shall ~~publicize~~ notify the Faculty Senate Executive Committee, in  
222 advance, their meetings and the matters they may have under consideration. These  
223 announcements shall be distributed to the Vice Presidents, the Deans, the Department and  
224 Division Heads/Chairs, and to all Faculty Senators. Any member of the University

225 Faculty shall be entitled to appear before any standing committee and be heard upon any  
226 pending matter or upon matters within the functions and duties of the committee.

227  
~~XXV.~~ **CHAIRS OF STANDING COMMITTEES**

229  
230 Chairs of Faculty Senate committees shall be ratified by the Faculty Senate upon  
231 nomination by the committee members and upon presentation to the Committee on  
232 Committees.

233  
~~XXVI.~~ **MEETINGS**

235  
236 The Executive Committee shall establish in September of each year the time and place  
237 for its regular meetings during the academic year, and shall call additional meetings when  
238 it deems necessary or upon petition by ten or more Senators.

239  
~~XXVII.~~ **NOTICE OF MEETINGS**

241  
242 Notice and agenda of all meetings of the Faculty Senate shall be published seven days  
243 prior to the time of regular meetings, and one day prior to emergency meetings.

244  
~~XXVIII.~~ **JOINT MEETINGS.**

246  
247 Upon recommendation of the Executive Committee or by a majority vote of members  
248 present at a Senate meeting or responding to a mail ballot, joint meetings may be held  
249 with other bodies such as the Student Senate, Staff Senate, or the University Trustees.

250  
~~XXIX.~~ **VOTING LIMITATIONS**

252  
253 A. No vote shall be called for in the Faculty Senate upon any matter unless the  
254 substance thereof has been introduced in written form at a prior meeting or  
255 circulated to the Faculty Senate not less than one week prior to a meeting by a  
256 Senator for action by the Faculty Senate unless it appears to the presiding officer  
257 that the matter is not legislative in nature. A Bill or Resolution may be introduced  
258 to the Faculty Senate that has not been circulated prior to a meeting upon consent  
259 of three-fourths of the members of the Faculty Senate present.

260  
261 B. No vote on any matter pending before the Senate shall be taken unless at least  
262 two-thirds of the voting members be present.

263  
264 C. ~~A department.~~ An academic unit may elect an alternate faculty member, with  
265 voting privileges, to replace a Senator representing their department academic  
266 unit for any Senate meeting at which the Senator cannot attend. This information  
267 must be submitted to the Secretary of the Faculty Senate either in writing or by  
268 telephone prior to the meeting. Any member attending a Senate meeting as an  
269 alternate for an elected Senator shall announce during the roll call that he or she is

270 attending the meeting as an alternate. Such alternates will be counted in the two-  
271 thirds quorum required for a vote to be taken on any Senate matter.  
272

273 D. Any Senator may appoint any other Senator to act as a proxy and vote for him/her  
274 on any Senate matter. ~~Such appointment must be made in writing or by telephone~~  
275 ~~to the Secretary of the Faculty Senate prior to the meeting.~~ Any member  
276 attending a Senate meeting as a proxy for an elected Senator shall announce  
277 during the roll call that he or she is attending the meeting as a proxy. Senators  
278 with proxies acting in their behalf may not be counted toward the two-thirds  
279 quorum voting requirement.  
280

281 E. When voting on bills, any member ~~can cause a rising vote.~~ may require a show of  
282 hands by requesting such action to the presiding officer. A roll call vote can be  
283 initiated by a motion with second, undebatable, if the motion is sustained by at  
284 least 20 percent of the voting members present.  
285

286 ~~XX.~~ **INTRODUCTION OF BILLS (THE TERM "BILL" SHALL INCLUDE**  
287 **"RESOLUTIONS")**  
288

289 A. Matters presented for consideration of the Faculty Senate shall normally be  
290 introduced in the form of a written bill, the purpose of which is to establish a  
291 regulation, make recommendations to other authorities, or accomplish such other  
292 objectives as may be appropriate. Each bill shall identify the sponsoring Senator  
293 and shall contain a title descriptive of its content and purpose which title shall be  
294 read at the time of introduction.  
295

296 B. The ~~Secretary~~ Faculty Senate Coordinator shall record the introduction of each  
297 bill and assign an appropriate identification number to it.  
298

299 C. In the absence of consent to vote at the time of introduction, the presiding officer  
300 may lay the bill over to the next meeting, refer it to a standing committee for  
301 consideration and report, refer it to the Executive Committee for consideration, or  
302 take such action as directed by motion from the floor.  
303

304 ~~XI.~~ **COMMITTEE REPORTS ON BILLS**  
305

306 At each meeting of the Faculty Senate, any committee possessing bills referred to it shall  
307 make a report as to whether it desires to retain the bill for further study or report the bill  
308 for Faculty Senate action with its recommendations and any proposed amendment of the  
309 committee. The Executive Committee or the Faculty Senate may direct any committee to  
310 return a bill to the Faculty Senate for action, and all committees shall advise the  
311 Executive Committee, in advance of scheduled meetings, of the bills they will report to  
312 the Faculty Senate.

~~XXB13~~**XII. GENERAL FILE AND PROCEEDINGS**

- 314  
315 A. All bills reported by committees or those laid over from prior meetings shall be  
316 placed in a general file maintained by the ~~Secretary~~ Faculty Senate Coordinator.  
317 Bills shall be voted upon in the order received by the Secretary, unless a majority  
318 of a quorum pass a motion to bring a specific bill from general file before the  
319 Faculty Senate for vote.  
320  
321 B. At each meeting of the Faculty Senate, the presiding officer shall call for  
322 consideration of bills on general file in the order filed with the Secretary. Bills  
323 called from committees by the Executive Committee or the Faculty Senate and  
324 bills approved for vote at the time of introduction shall take precedence on  
325 general file. A bill returned with presidential disapproval may be introduced for  
326 repassage by any member and shall be considered under "unfinished business."  
327  
328 C. Bills and reports of committees shall be read in their entirety, if a motion to such  
329 effect is passed by a majority vote.  
330  
331 D. Thereafter it shall be in order for any member to move:  
332  
333 1. To postpone consideration to a certain date.  
334  
335 2. To recommit the bill to a committee.  
336  
337 3. To amend, the form of which motion may be the adoption of committee  
338 amendments, or may be independent of such amendments. All  
339 amendments shall be reduced to writing if desired by the presiding officer  
340 or any member.  
341  
342 E. In the absence of any motions after reading of a bill on general file, or after  
343 disposition of motions, the presiding officer shall state the question thus: "This  
344 bill (naming it by number), having been read, the question is: 'Shall the bill  
345 pass?'" The ayes and nays shall be counted on the vote upon all bills.  
346

~~XXH-347~~**XIII. DISPOSITION OF APPROVED BILLS**

- 348  
349 All bills passed by the Faculty Senate shall be authenticated by the Secretary and  
350 transmitted to the President of the University of Wyoming for review in accordance with  
351 UW Regulations unless review provisions have been initiated by the University Faculty.  
352 Upon approval on review, such bills shall become effective for the purposes stated  
353 therein, and shall be distributed in such manner as directed by the President of the  
354 University.



~~XXIII~~ ~~355~~ **IV. DISAPPROVED BILLS**

- 356       **A.**     Except as hereinafter provided, any bills which are disapproved upon review shall  
357               be null and void, and the Secretary shall enter the disapproval in the record of  
358               proceedings relating to the bill.  
359  
360       **B.**     A disapproved bill may be returned to the Faculty Senate by the President of the  
361               University for reconsideration with regard to specific matters stated by the  
362               President. In such event, the bill shall be considered as a newly introduced bill.  
363  
364       **C.**     Repassage of a bill does not require advanced circulation of the bill and can be  
365               introduced by any Senator (bill must be seconded and debatable), but the text  
366               cannot be changed in any manner. All disapproved or altered bills will be  
367               published in the agenda under announcements for one meeting and  
368               reconsideration will occur as unfinished business.  
369  
370       **D.**     If the Senate repasses a bill returned by the President by a three-fourths vote of  
371               the members present and voting, the President shall refer the proposed bill to the  
372               Trustees, at their next regularly scheduled meeting, for final approval, disapproval  
373               or other disposition. At this meeting, the President shall present her/his views on  
374               the proposed bill to the Trustees and the Chair of the Faculty Senate or her/his  
375               designated representative shall be invited by the Trustees to represent the views of  
376               the Faculty Senate on the proposed bill.  
377

~~XXIV~~ ~~378~~ **V. PARLIAMENTARY AUTHORITY**

- 379  
380       The rules contained in the most recent Robert's Rules of Order Revised shall govern the  
381       Faculty Senate in all cases to which they are applicable and in which they are not  
382       inconsistent with these Bylaws.  
383

~~XXV~~ ~~384~~ **VI. REPORT OF SENATE ACTIONS**

- 385  
386       Following each Faculty Senate meeting, the Executive Committee shall publish a  
387       summary of bills introduced, matters under consideration by committees, action on bills,  
388       members absent, and other significant matters.  
389

~~XXVI~~ ~~390~~ **VII. COMMUNICATION BY MEMBERS**

- 391  
392       Members of the Faculty Senate shall communicate with their constituents by such  
393       systematic means as may be available to them such as regular college or ~~departmental~~  
394       academic unit meetings, or meetings called for discussing Faculty Senate business.  
395

~~XXVII~~ ~~396~~ **VIII. FLOOR PRIVILEGES**

- 397  
398       **A.**     Upon the recommendation of a Senate Committee or by approval of a majority of  
399               the members present, any person may address the Faculty Senate on a matter

400 pending before it, subject to such time limitations as may be imposed by the  
401 presiding officer.

402  
403 **B.** Upon recommendation of the ASUW President or his/her representative, ASUW  
404 Executive Assistants for Academic Affairs, Housing, and External Affairs shall be  
405 allowed to speak on the Senate floor; however, no student officer other than the  
406 President of ASUW, as ex officio member of the Senate, may introduce  
407 legislation to the Faculty Senate.

408  
~~409~~ **BYLAW AMENDMENTS**

410  
411 The Bylaws may be amended by the vote of two-thirds of the members present and  
412 voting, provided that the amendment has been proposed by a committee of the Faculty  
413 Senate and has been circulated to the members of the Faculty Senate at least one week  
414 prior to the meeting at which action on the proposed amendment is to be taken.

415  
416  
417  
418  
419 **Source:**  
420 University Regulation 701, Revision 11; adopted 9/17/10 Board of Trustees meeting

**UW REGULATION 6-702**  
**Establishment of Faculty Senate Committees**

**I. PURPOSE**

This regulation shall establish the standing committees of the Faculty Senate with specific duties and structured as outlined in the following sections pertaining to the individual committees.

**II. INDIVIDUAL STANDING COMMITTEES**

The standing committees of the Faculty Senate shall consist of:

- A. Academic Information Technology Committee
- B. Academic Planning Committee
- C. Budget Planning Committee
- D. Committee on Committees
- E. Executive Committee
- F. Faculty Academic Standards, Rights and Responsibilities Committee
- G. Faculty Development Committee
- H. Graduate Council
- I. Reappointment, Tenure and Promotion Committee
- J. Student Interaction Committee
- K. University Course Review Committee Library Council
- L. University Studies Committee

**III. GENERAL CHARGE TO COMMITTEES OF THE FACULTY OF THE UNIVERSITY OF WYOMING**

Bylaws of the University Faculty, UW Regulation 6-700, Article IV, Section 1, states "All committees of the University Faculty shall be responsible to the Faculty Senate, and it shall establish or dissolve committees as it deems necessary.

44           **A.     Goals of the Committee Structure**

45  
46           The system of standing committees of the Faculty Senate of the University  
47           of Wyoming is intended to:

- 48  
49           1.     Be broad enough to encompass all areas of University activity in  
50           which faculty are involved on a policy-making level requiring the  
51           endorsement of the Faculty Senate, in accordance with UW  
52           Regulation 6-700;  
53  
54           2.     Be specific enough to consider the problems, grievances, or concerns  
55           of each faculty member of the University community;  
56  
57           3.     Be advisory to the University administration only in those matters  
58           requiring Faculty Senate approval of proposed action; and  
59  
60           4.     Provide an effective and efficient legislative committee system to  
61           work for the Faculty Senate through the Executive Committee.  
62

63           **B.     General Committee Functions**

64  
65           The primary function of committees of the faculty shall be to consider bills or  
66           proposals submitted to the Senate and assigned to their areas of responsibility.  
67           Committees shall be expected, in a reasonable time, to return appropriate  
68           recommendations to the Senate for action. Committees shall also initiate and draft  
69           bills establishing faculty regulations or recommendations as needs arise in their  
70           areas of responsibility. Committee Chairs or their designees shall introduce such  
71           bills to the Senate for adoption or other action.  
72

73           **C.     Individual Committee Responsibilities**

74  
75           The duties of each committee are individually detailed, and incorporated as a  
76           faculty regulation. However, the intention of this committee system is to provide a  
77           dynamic, timely, and effective aid to the progress of the University. For this  
78           reason, each committee is charged with the responsibility for continual review of  
79           its delegated duties. If changes of a committee's duties, composition, or existence  
80           are deemed advisable, the committee shall make such recommendations to the  
81           Faculty Senate through the Committee on Committees.  
82

83           **D.     Sub-committee Structure**

84  
85           The responsibilities of most faculty committees are intentionally broad in order to  
86           prevent duplication of effort and conflicting recommendations. Therefore, it may  
87           well be advisable for certain committees to establish sub-committees from their  
88           own membership to perform more specialized functions or to handle particular  
89           issues within the overall responsibility of the committee. The establishment and



90 dissolution of such sub-committees shall be left entirely to the discretion of the  
91 committee concerned.  
92

93 **E. Meeting and Reporting**  
94

95 A committee shall generally communicate ~~meet~~ whenever its responsibilities  
96 require that it should, whenever directed to do so by the Faculty Senate, and in  
97 ~~no case less frequently than once a semester during the fall and spring semesters.~~  
98 Reports shall be made to the Faculty Senate at such times as to keep the Senate  
99 well informed of committee activity, on call of the Executive Committee of the  
100 Faculty Senate, and no less than once per year.  
101

102 **F. Commencement of Service**  
103

104 Committee assignments shall be effective with the beginning of the fall semester  
105 unless the assignment is otherwise stated. The Senate shall select committee  
106 members to fill known vacancies prior to the end of each spring semester.  
107 Committee members may succeed themselves on a particular committee (once)  
108 with the exception of the Reappointment, Tenure and Promotion Committee.  
109 Following the selection of committee members by the Faculty Senate, the  
110 Faculty Senate Coordinator ~~Executive Committee~~ shall notify the individual of  
111 selection, provide a written copy of the committee charge, and provide the  
112 name of the current committee Chair. The committee Chair shall receive  
113 notification of the election of new members.  
114

115 **G. Election of Officers**  
116

117 By ~~March 31<sup>st</sup>~~ April 15<sup>th</sup>, each committee shall elect a Chair and such other  
118 officers as it deems necessary, to begin service at the start of the fall semester.  
119 Each committee shall forward the names of these officers to the Committee on  
120 Committees and the Executive Committee. Students shall not be eligible to chair  
121 Faculty Senate committees. In the event a committee is left without a Chair, the  
122 Committee on Committees' Chair will call the first meeting to elect the Chair.  
123

124 **H. Alternate and Permanent Replacement Committee Members**  
125

126 When a committee member is to be absent from one or more committee meetings  
127 and the Chair and/or the committee deems the presence of a temporary  
128 replacement to be desirable, the Chair shall select an alternate committee member  
129 after consulting the rest of the committee and forward this person's name to the  
130 Chair of the Committee on Committees. In the event a permanent replacement is  
131 deemed necessary, the Chair of the affected committee shall notify the Committee  
132 on Committees and the replacement shall be appointed in the same manner as the  
133 original appointment. The replacement shall be appointed to complete the term of  
134 the original appointment.  
135

**I. Absenteeism and Notice of Removal**

In the event that a committee member has failed to attend three consecutive committee meetings, and the committee Chair has determined that such absences have been detrimental to the committee's function, the committee Chair shall petition to the Committee on Committees to recommend to the Executive Committee of the Faculty Senate removal of the non-attending committee member. Upon removal for non-attendance, the vacancy shall be filled in ~~by requesting the Committee on Committees for a replacement~~ the same manner as the original appointment was made. All permanent committee replacements must be approved by the Faculty Senate. A copy of the petition for removal shall be sent to the offending committee member, and he/she shall have ten days from the date of the petition in which to challenge in writing before the Committee on Committees the committee Chair's determination that he/she has had continuous absenteeism as defined herein. Thereafter, he/she shall be deemed to have waived his/her right to challenge the petition and may be removed.

**J. *Ex officio***

The words "*ex officio*" shall be interpreted as "*ex officio* without vote" throughout UW Regulations 6-701, 6-702, 6-703, unless otherwise stated.

**K. Expert Consultation**

Committees may seek consultation of experts from within or outside of UW as required.

**L. Associated Students of the University of Wyoming (ASUW)**

The ASUW representatives on faculty committees shall be appointed by the ASUW Senate but shall not be required to be ASUW Senate members.

**IV. ACADEMIC INFORMATION TECHNOLOGY COMMITTEE**

**A. Rationale**

The committee is established to coordinate and to exchange information regarding academic information technology services for the University.

**B. Functions**

The committee shall aid in the establishment of policies for academic information technology services and usage at the University. It shall provide advice in regard to needed information technology capabilities and services for academic purposes, and in this regard to the long range goals of the

182 University. The committee shall endeavor to serve as a channel for  
183 communication among the various academic users and providers of academic  
184 information technologies.

185  
186 **C. Powers**  
187

188 The committee shall serve in an advisory capacity to the President,  
189 appropriate vice presidents, deans, or directors on matters pertaining to  
190 needed information technology capabilities and services for academic  
191 purposes. All committee actions shall be reported to the Faculty Senate  
192 regularly.

193  
194 **D. Composition**  
195

196 The committee shall consist of 12 voting members. Each of the seven  
197 colleges (two from Arts and Sciences), the Libraries, the American Heritage  
198 Center, the Outreach School and ASUW will be given the opportunity to be  
199 represented. If representation from any of these groups cannot be found, then  
200 the Committee on Committees is directed to select members in as  
201 representational fashion as possible. The Vice President for Information  
202 Technology and Chief Information Officer shall be an *ex officio* member.  
203 Committee members shall serve staggered three-year terms, except for the  
204 student representative, who shall serve a one-year term. The Chair of the  
205 Academic Information Technology Committee shall serve as an *ex officio*  
206 member of the Administrative Information Technology Advisory Committee  
207 and the Faculty Senate Executive Committee.  
208

209 **V. ACADEMIC PLANNING COMMITTEE**  
210

211 **A. Rationale**  
212

213 The overall development of the University, the determination of academic  
214 goals and the establishment of academic priorities are fundamental  
215 responsibilities necessarily shared by Trustees, administrative officials,  
216 faculty, and students. The Academic Planning Committee operates as a  
217 forum in which educational directions may be discussed, and specific  
218 recommendations developed.  
219

220 **B. Functions**  
221

222 The committee's function is to review and make recommendations to the  
223 Faculty Senate on matters related to the structure and organization of the  
224 academic activities of the University. This review will be carried out in the  
225 context of the University's comprehensive development. The committee  
226 will recommend policies regarding priorities for long range development. It  
227 will make recommendations concerning the initiation, quality, modification

or termination of academic programs. When changes in programs are related to the University's physical facilities the committee will also make recommendations with respect to them. In making recommendations the committee will take into consideration the educational system and needs of the State of Wyoming as well as University considerations.

**C. Powers**

The committee shall receive proposals and requests for recommendations from the Faculty Senate, the President, the ~~Provost and~~ Vice President for Academic Affairs, and the Vice President for Research and Economic Development. The Academic Planning Committee may instigate its own inquiries into areas of academic concern. The committee will forward its recommendations to the Faculty Senate, to the ~~Provost and~~ Vice President for Academic Affairs, and to other appropriate groups or individuals. All substantive committee actions will be reported to the Faculty Senate regularly.

**D. Composition**

The Academic Planning Committee will consist of 12 voting members. Each of the seven colleges (two from Arts and Sciences), the Libraries, the American Heritage Center, the Outreach School and ASUW will be given the opportunity to be represented. If representation from any of these groups cannot be found, then the Committee on Committees is directed to select members in as representational fashion as possible. The ~~Provost and~~ Vice President for Academic Affairs, the Vice President for Research and Economic Development, the Dean of the Outreach School, and Chairs of the Student Interaction Committee, Graduate Council, Budget Planning Committee, and University Course Review Committee shall be *ex officio* members. Faculty representatives shall be selected by the Committee on Committees and shall serve staggered three-year terms. The Chair of the Academic Planning Committee shall serve as an *ex officio* member of the Budget Planning Committee and the Executive Committee of the Faculty Senate.

**VI. BUDGET PLANNING COMMITTEE**

**A. Rationale**

The overall development of the University, the determination of goals, and the establishment of priorities have significant budgetary consequences for the entire University community. The Budget Planning Committee provides a forum for the faculty to effectively participate in budgetary deliberations.

**B. Functions**



The committee's function is to participate in budgetary planning and related deliberations and make policy recommendations to the Faculty Senate on matters related to the long-term acquisition and disposition of the University's financial resources. These activities will be carried out in the context of the University's comprehensive development. It will act as a resource body to the Academic Planning Committee to provide relevant budgetary insight on the ramifications of proposed program changes as well as the financial impact of physical facilities modifications and additions. In making recommendations the committee will take into consideration the economic realities of the times and the needs of the State of Wyoming as well as University considerations.

**C. Powers**

The committee shall receive proposals and requests for recommendations from the Faculty Senate, the President, the vice presidents, and others authorized by the President. The Budget Planning Committee may instigate its own inquiries into areas of budgetary concern. The committee will represent the faculty in all strategic budget planning and in the budget review process and forward its recommendations to the Faculty Senate, to the Vice President for Administration, and/or to other appropriate groups or individuals. All substantive committee actions will be reported to the Faculty Senate regularly.

**D. Composition**

The Budget Planning Committee shall consist of 13 voting members. Each of the seven colleges (two from Arts and Sciences), the Libraries, the American Heritage Center, ASUW, Staff Senate, and the Outreach School will be given the opportunity to be represented. If representation from any of these groups cannot be found, then the Committee on Committees is directed to select members in as representational fashion as possible. Faculty representatives shall be selected by the Committee on Committees and shall serve staggered four-year terms. The ~~Provost and~~ Vice President for Academic Affairs, the Vice President for Administration, and the Chair of the Academic Planning Committee shall be *ex officio* members. The Chair of the Budget Planning Committee shall serve as an *ex officio* member of the Academic Planning Committee and the Executive Committee of the Faculty Senate.

**VII. FACULTY ACADEMIC STANDARDS, RIGHTS, AND RESPONSIBILITIES COMMITTEE**

**A. Rationale**

The faculty needs to examine and draft policies which affect the University

community and its individual members. The University administration subscribes to the tenet that true education may flourish only when the faculty is both free and responsible; the committee is established to provide a vehicle by which rights are insured and responsibilities defined.

**B. Functions**

The committee shall formulate policies involving the entire University in matters of faculty rights and of faculty responsibility and academic standards for the University and teaching profession. The committee shall be authorized to participate with the President and other appropriate administrative officers in the examination and formulation of policies and procedures relating to the organization and governance of the University's colleges, divisions, and departments whenever these procedures seem likely to affect faculty rights and responsibilities and/or academic units, and shall define the position of the faculty when inconsistencies exist.

The Committee shall consider general policy issues presented by the faculty and shall hear any individual or groups of individuals when such issues are deemed relevant to faculty rights and responsibilities and academic standards.

**C. Composition**

The Faculty Academic Standards, Rights, and Responsibilities Committee shall consist of 11 members. Each of the seven colleges (two from Arts and Sciences), the Libraries, the American Heritage Center and ASUW will be given the opportunity to be represented. If representation from any of these groups cannot be found, then the Committee on Committees is directed to select members in as representational fashion as possible. Members shall be selected by the Committee on Committees and shall serve staggered three-year terms. The Chair of this committee shall serve as an *ex officio* member of the Executive Committee of the Faculty Senate.

**VIII. FACULTY DEVELOPMENT COMMITTEE**

**A. Rationale**

The ongoing development of the faculty is critical to the educational well-being of the University. To maintain and provide the highest level of educational experience, the faculty needs to be afforded the opportunity to learn and implement the latest advances in teaching methodology, and be enabled to compete in the national and international research arena. In order to attract and retain the highest quality faculty, it is necessary to promote an adequate and fair distribution of faculty salaries, and create meaningful incentive and merit systems.

**B. Functions**

This committee will review and make recommendations on all projects, programs, opportunities, and services at the University which assist and facilitate faculty in the performance of their duties in teaching and research. This will include, but is not limited to, faculty development, teaching, and research awards; and patents and copyrights agreements. The committee shall also review salary and compensation distributions within the University, make surveys of faculty opinion when appropriate, assess the influence of salary and compensation policies on the academic functions of the University, and make general recommendations to the Faculty Senate and the ~~Provost and~~ Vice President for Academic Affairs regarding salary distribution and policies affecting merit determination.

**C. Composition**

The Faculty Development Committee shall consist of 11 members. Each of the seven colleges (two from Arts and Sciences), the Libraries, the American Heritage Center, and the Outreach School will be given the opportunity to be represented. If representation from any of these groups cannot be found, then the Committee on Committees is directed to select members in as representational fashion as possible. Members shall be selected by the Committee on Committees and shall serve staggered three-year terms. The ~~Provost and~~ Vice President for Academic Affairs, the Vice President for Research and Economic Development, the Vice President for Administration, and the Chair of the Research Advisory Committee shall serve as *ex officio* members without vote. The Chair of this committee shall serve as an *ex officio* member of the Executive Committee of the Faculty Senate.

**IX. GRADUATE COUNCIL**

**A. Rationale**

The University Faculty has certain responsibilities for graduate education which may be delegated to a representative group. This Council is formed to act as that representative group. The development and maintenance of graduate programs of high quality is a concern of this Council.

**B. Functions**

The Council shall recommend the broad policies concerning the overall University function in graduate education and the University requirements for graduate degrees. It shall advise the Faculty Senate on any proposed changes in UW Regulations which would affect graduate programs.

411           **C.     Powers**

412  
413           The Council shall advise on the formulation and review of regulations  
414           concerned with graduate education. It shall review proposals and make  
415           recommendations to the Provost and Vice President for Academic Affairs  
416           concerning new graduate programs, substantive changes in existing graduate  
417           programs, implementation of changes in graduate programs recommended  
418           through program reviews, and deletion of graduate programs.

419  
420           **D.     Composition**

421  
422           The Graduate Council shall consist of 17 members, 15 of whom shall be  
423           members of the faculty distributed among the colleges as follows: Agriculture  
424           and Natural Resources 2, Arts and Sciences 4, Business 2, Education 2,  
425           Engineering and Applied Science 2, Health Sciences 2, Law 1. Two graduate  
426           students chosen by the Council shall also be members. College  
427           representatives shall be chosen by each college in a manner similar to that  
428           used to elect members of college reappointment, tenure and promotion  
429           committees (see UW Regulation 5-803.) College representatives shall have  
430           terms of office of three years. Student members shall have one-year terms of  
431           office. If possible, college representatives shall have staggered terms. *Ex*  
432           *officio* members of the Graduate Council shall include: the ~~Provost and Vice~~  
433           President for Academic Affairs, the Vice President for Research and Economic  
434           Development, the Dean of the Outreach School, the Director of the American  
435           Heritage Center, and the Dean of University Libraries or their designees. The  
436           Associate Vice President for Graduate Education ~~Provost~~ will serve as liaison  
437           with the Office of Academic Affairs. The Chair of this Council shall serve  
438           as an *ex officio* member of the Executive Committee of the Faculty Senate.  
439           The Chair of this Council or designee shall serve on the Academic Planning  
440           Committee and the University Course Review Committee of the Faculty  
441           Senate.

442  
443           **X.     LIBRARY COUNCIL**

444  
445           **A.     Rationale**

446  
447           It is important to create a broad, active, and strong Library Council to address  
448           the difficult and vital issues of resources, technology, and the open and  
449           effective communication between the Libraries and their University  
450           community that are facing the University of Wyoming's library system.

451           **B.     Functions**

452  
453           The Library Council will bring University needs and concerns to the Dean of  
454           the Libraries and to the ~~Provost and~~ Vice President for Academic Affairs,  
455           and will advise them concerning these issues. The Library Council will  
456           issue an annual report that is distributed to the ~~Provost and~~ Vice President for



457 Academic Affairs, the Dean of the Libraries, the Faculty Senate and the  
458 ASUW concerning its recommendations for changes ~~that should be~~  
459 ~~implemented~~ in the Libraries' strategic plan, organization, and principles for  
460 allocation of resources.

461  
462 **C. Powers**

463  
464 The Library Council will report to the ~~Provost and~~ Vice President for  
465 Academic Affairs and advise the Dean of the Libraries on library issues.

466  
467 **D. Composition**

468  
469 The Library Council shall consist of 13 voting members, which are to include  
470 one representative from each of the seven colleges (two from Arts and  
471 Sciences) and the Libraries, one American Heritage Center archivist, one  
472 undergraduate and one graduate student, one non-University representative  
473 appointed by the ~~Provost and~~ Vice President for Academic Affairs (this  
474 person should be knowledgeable in library issues). *Ex officio* members with  
475 vote shall include the ~~Provost and~~ Vice President for Academic Affairs, the  
476 Dean of the Libraries, the Vice President for Information Technology, the  
477 Vice President for Research and Economic Development, and the Dean of  
478 the Outreach School. The Chair shall be an *ex officio* member of the  
479 Faculty Senate Executive Committee. The representatives from the colleges,  
480 the Libraries, and the American Heritage Center shall be elected by their  
481 respective units, and the student members shall be selected by ASUW and  
482 by the graduate students, respectively. Members shall serve three-year  
483 staggered terms, and the Chair shall be a faculty member.

484  
485 **XI. REAPPOINTMENT, TENURE AND PROMOTION COMMITTEE**

486  
487 **A. Rationale**

488  
489 The faculty has the inherent right and responsibility to advise the President  
490 and the Trustees of the University in matters relating to one or several of its  
491 members regarding tenure, promotion, dismissals, and reappointment.

492  
493 **B. Functions**

494 The committee shall advise the ~~Provost and~~ Vice President for Academic  
495 Affairs on matters pertaining to tenure, promotion, dismissals, and  
496 reappointment.

497  
498 **C. Powers**

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500 The committee shall serve in an advisory capacity to the ~~Provost and~~ Vice  
501 President for Academic Affairs. Where broad policy issues are involved,  
502 and questioned, the committee shall refer such issues directly to the Faculty

503 Senate.

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505 **D. Composition**

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507 The Reappointment, Tenure and Promotion Committee shall consist of at least  
508 17 members excluding the vice presidents, the deans, the associate and  
509 assistant deans, the directors, and the department or division heads/chairs.  
510 Two tenured faculty members shall be elected from each of the following five  
511 colleges: Agriculture and Natural Resources, Business, Education,  
512 Engineering and Applied Science, and Health Sciences; four from the  
513 College of Arts and Sciences; one from the College of Law, one extended-  
514 term faculty member elected from the Libraries; and one extended-term  
515 faculty member elected from the American Heritage Center. The University  
516 Reappointment, Tenure and Promotion Committee has the authority to  
517 appoint one or more academic professional(s) to its committee. The ~~Provost~~  
518 ~~and~~ Vice President for Academic Affairs shall be an *ex officio* member.  
519 Members who have served a three-year term cannot succeed themselves.  
520 Replacements (temporary or permanent) shall be determined in the same  
521 manner as the original appointments.  
522

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523 **E. Frequency of Meetings**

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525 The committee shall meet at the request of the ~~Provost and~~ Vice President  
526 for Academic Affairs and at all other times that the Chair of the committee  
527 deems necessary.  
528

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529 **XII. STUDENT INTERACTION COMMITTEE.**

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531 **A. Rationale**

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533 The policies which determine the scholastic standards of the University of  
534 Wyoming and which regulate other areas of scholastic affairs are of basic  
535 concern to the faculty.  
536

537

537 **B. Functions**

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539 The committee shall formulate and review policies and procedures in the  
540 broad area of undergraduate student academic affairs, including but not  
541 limited to scholastic probation and suspension of students, evaluation and  
542 recognition of credit, credit-hour requirements, grades, honor roll, honor  
543 graduation, all- University degree requirements, University admissions  
544 standards, and University student scholarships. The committee shall provide  
545 advice in regard to needed services and programs for both foreign  
546 students studying at the University of Wyoming and University of  
547 Wyoming students studying at foreign institutions. It shall also help  
548 formulate long-range goals for international education. Additionally, the  
549 committee shall recommend general policy for the University's financial aid

program, review its operation and provide recommendations to sustain its orderly function and development.

**C. Composition**

The Student Interaction Committee shall consist of 13 members. Each of the seven colleges (two from Arts and Sciences; none from the College of Law), the Libraries, the American Heritage Center, and ASUW (four representatives) will be given the opportunity to be represented. If representation from any of these groups cannot be found, then the Committee on Committees is directed to select members in as representational fashion as possible. The ~~Provost and~~ Vice President for Academic Affairs, the Director of International Student Services, the Director of Admissions, the Registrar, and the Director of Student Financial Aid shall be *ex officio* members without vote. Faculty representatives shall be selected by the Committee on Committees and shall serve three-year staggered terms. The Chair of the Student Interaction Committee shall serve as an *ex officio* member of the Academic Planning and Executive Committees of the Faculty Senate.

**XIII. UNIVERSITY COURSE REVIEW COMMITTEE**

**A. Rationale**

The University Course Review Committee is established to monitor and implement the University course review process as described in UW Regulation 6-806, Section ~~2II~~, Part ~~eE~~.

**B. Functions**

When considering course additions, revisions or deletions to the University curriculum, the University Course Review Committee shall be responsible for insuring that all of the requisite endorsements have been obtained (UW Regulation 6-806, Section ~~2II~~, Part ~~E4~~), that the proposal does not present any unjustified duplication with other academic units, and that the request is consistent with the current University guidelines regarding courses. The University Course Review Committee is additionally charged with the development and maintenance of the Course Review Guidelines (see UW Regulation 6-806, Section ~~2II~~, Parts ~~Ff~~ through ~~iI~~), and with the routine examination and maintenance of the Course Review Process itself.

**C. Powers**

The University Course Review Committee shall make its recommendations relating to the addition, revision, and deletion of courses to the ~~Provost and~~ Vice President for Academic Affairs. These recommendations will be rendered in the context of the University's comprehensive development. In

making these recommendations, the University Course Review Committee will take into consideration the Wyoming community colleges and the educational needs of the State of Wyoming as well as University considerations. All committee actions will be reported to the Faculty Senate regularly.

**D. Composition**

The University Course Review Committee will consist of the representatives from each of the seven colleges. Each college will select its own representative along with an alternate. If representation from any of these colleges cannot be found, then the Committee on Committees is directed to select members in as representational fashion as possible. The Chair of the University Studies Committee, the Chair of the Graduate Council, the Registrar, the Dean of the Libraries, the Dean of the Outreach School, the Director of the American Heritage Center, an ASUW representative, and the Coordinator of Community College Articulation shall be *ex officio* members without vote. The Chair is an *ex officio* member of the Academic Planning Committee and the Executive Committee of the Faculty Senate.

**XIV. UNIVERSITY STUDIES COMMITTEE (See also UW Regulation 6-407, "University Studies Program.")**

**A. Rationale**

The University Studies Program requires completion of specific requirements in identified areas of study in accordance with criteria approved by the University Faculty Senate. In cooperation with the Board of Trustees and academic administrators, the Faculty Senate is responsible for making decisions regarding curriculum.

**B. Functions**

The University Studies Committee shall:

1. ~~Oversee an~~ Develop and maintain a planning, review, and assessment process for the University Studies Program;
2. Define the philosophy, learning outcomes desired, and criteria for courses in the relevant areas of study, with Faculty Senate approval;
3. Identify and approve courses for the Program;
4. Consult with and advise academic departments concerning the needs and requirements of the Program;
5. Grant approval of alternative courses or pilot programs to fulfill



University Studies requirements for a limited time;

6. Appoint *ad hoc* sub-committees as needed to accomplish the goals of UW Regulation 6-407, ~~§III.Bb.1-5i-v.~~ and to select and review courses that meet the criteria approved by the Faculty Senate.
7. Develop and maintain appropriate linkages with the Academic Planning Committee, the Faculty University Course Review Committee, and the Student Interaction Committee, with particular regard to new courses or modification of courses considered for approval as meeting requirements of the Program.
8. Make reports and recommendations to the Faculty Senate as may be deemed appropriate or as requested.
9. Consider and grant such waivers of requirements of the University Studies Program to petitioning students as warranted by unusual and extenuating circumstances, upon recommendation of the University Studies Coordinator (see UW Regulation 6-407, ~~4.b.~~).

#### C. Composition

The committee shall consist of 11 voting members. Members of the University Studies Committee will include one academic personnel member from each of the six undergraduate colleges (~~two from Arts and Sciences~~), the Libraries, the Outreach School, and one of the non-college academic units (e.g., the American Heritage Center or Honors Program), ~~and the Outreach School, with the exception that the College of Arts and Sciences shall have two representatives.~~ A student designated by ~~the Associated Students of the University of Wyoming Senate-ASUW~~ shall be a member with vote voting member. Each college or group will elect their own representatives, and these names will be forwarded to the Executive Committee of the Faculty Senate for approval. Faculty representatives shall serve staggered three-year terms. *Ex officio* members of the committee shall include: the First Year Seminar Coordinator and the Communications Coordinator; representatives from the offices of: the Vice President for Academic Affairs, the Registrar, the Academic Planning Committee, the Deans' Council, Academic Advising, and the Wyoming community colleges. *Ex officio* members do not have a vote. Vice presidents, deans, associate and assistant deans, and directors shall not be eligible to serve on the committee.

The committee shall elect its chairperson. The Chair or his/her designee shall serve as an *ex officio* member of the University Course Review Committee. The University Studies coordinator shall serve as secretary of the committee

685 and maintain a record of the minutes of meetings. The Executive  
686 Committee of the Faculty Senate shall fill temporary vacancies on the  
687 University Studies Committee.  
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708 **Source:**  
709 University Regulation 702; adopted 5/6/09 Board of Trustees meeting  
710 Revisions adopted 9/17/10 Board of Trustees meeting  
711 Revisions adopted 11/18/10 Board of Trustees meeting  
712 Revisions adopted 9/13/13 Board of Trustees meeting  
713 Revisions adopted 09/12/14 Board of Trustees meeting  
714 Revisions adopted 03/25/15 Board of Trustees meeting

**UW REGULATION 6-703**  
**Establishment of University Standing Advisory Committees**

**I. PURPOSE.**

This regulation shall establish standing advisory committees with specific duties and composition as specified in the following sections for each individual committee.

**II. RESEARCH ADVISORY COMMITTEE.**

**A. Rationale.** Active participation in research by members of the University faculty, staff, and student body helps to fulfill several of the essential elements of the University's mission: 1) to advance the general knowledge of mankind; 2) to stimulate the creativity of the University's faculty, staff, and student body; 3) to enhance the University's learning environment; and 4) to improve the national and international stature of the institution. Research efforts at the University will benefit greatly from guidance that is compatible with the educational elements of the University's mission. Simultaneously, in order to sustain growth and development for all members of the University community, research efforts must encourage the other elements of the University mission.

**B. Functions.** The committee shall work to strengthen the University by coordinating the general research effort and shall work to elevate the research standing of the University, nationally and internationally. In order to be effectively knowledgeable about the various aspects of research at the University, the committee shall maintain an awareness of the aims and objectives of the Office of Research and Economic Development. The committee shall provide continuing evaluation of the process of administrative review of proposals for grants and contracts and shall act to provide suggestions for the most efficient means of completing this process. The committee shall act as the liaison between the faculty and the University administration on matters pertaining to research. The committee shall act in an advisory capacity to the Faculty Senate and to the University administration, specifically to the Faculty Development Committee and the Vice President for Research and Economic Development, respectively, on matters pertaining to research. "Research" shall be construed to include all of the various forms which are taken by research in the various departments and units of the University. "Matters pertaining to research" shall be construed to include the following topics, but is not limited to these topics: research proposals, research grants and contracts, patents, copyrights, conflicts of interest which involve research, and awards for research excellence. The committee shall review such proposals as may be directed to their attention by the Vice President for Research and Economic Development, including, but not limited to, all proposals which are submitted for the Faculty Grant-in-Aid program and the Challenge Grant program. It shall make recommendations to the Vice President for Research and Economic Development with regard to the distribution of funds which are



47 allocated for these programs. The committee shall review such nominations for  
48 awards as may be directed to their attention by the Vice President for Research  
49 and Economic Development.

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51 **C. Powers.** The committee's dual responsibility is to the faculty and to the  
52 administration. It shall act in an advisory capacity: a) to the President of the  
53 University; b) to the Vice President for Research and Economic Development; c)  
54 to the Faculty Senate; and d) to other appropriate officials and bodies.

55  
56 **D. Composition.** The committee shall consist of 11 voting members. Each of the  
57 seven colleges (two from Arts and Sciences), the Libraries, the American  
58 Heritage Center (Archivists), and the Outreach School will be given the  
59 opportunity to be represented. If representation from any of these groups cannot  
60 be found, then the Committee on Committees is directed to appoint members in as  
61 representational fashion as possible. The ~~Provost and~~ Vice President for  
62 Academic Affairs and the Vice President for Research and Economic  
63 Development shall be *ex officio* members. Faculty members shall be appointed by  
64 the Committee on Committees and shall serve three-year staggered terms. The  
65 chair of the Research Advisory Committee shall serve as an *ex officio* member of  
66 the Faculty Development Committee of the Faculty Senate.

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89 **Source:**

90 University Regulation 703, Revision 2; adopted 7/17/08 Board of Trustees meeting  
91 Revisions adopted 9/17/10 Board of Trustees meeting  
92 Revisions adopted 11/18/10 Board of Trustees meeting

**UW REGULATION 6-802**  
**Procedures and Authorized University Actions**  
**in Cases of Student Academic Dishonesty**

**I. PURPOSE**

To establish the policies and procedures for actions in situations of student academic dishonesty.

**II. GENERAL INFORMATION**

All members of the University community are responsible for upholding the values of academic integrity. The faculty considers academic integrity a matter of common concern, not merely a private issue between instructor and student. Honesty in all academic endeavors is a component of academic integrity that is vital to the educational functions of the University. Whatever form academic dishonesty may take, the faculty considers it as establishing a student's failure to demonstrate the acquisition of knowledge and the failure to apply it to an academic endeavor. It is a student's responsibility to learn the standards of conduct for the performance of academic endeavors; it is an instructor or faculty member's responsibility to make reasonable effort to make known the standards of conduct for the performance of academic endeavors. Through an atmosphere of mutual respect we enhance the value of education and maintain high standards of academic excellence. Failure on the part of the student to observe and maintain standards of academic honesty, as hereafter defined or made known by an instructor responsible for a course or other academic endeavor, requires corrective action as hereafter authorized.

**III. SCIENTIFIC OR RESEARCH MISCONDUCT**

Allegations of student academic misconduct involving federal grants and scientific misconduct or research misconduct shall be referred to the Vice President for Research and Economic Development to be handled pursuant to the University of Wyoming policy for responding to allegations of scientific or research misconduct. Further action under this UW Regulation is dependent on the outcome of that process. Sanctions under this UW Regulation may be imposed when an allegation of scientific misconduct has been substantiated. Only the sanction is appealable under this UW Regulation. A student may not appeal the finding of scientific misconduct. If no scientific misconduct has been substantiated, but issues of academic dishonesty remain, this UW Regulation may be utilized.

**IV. DEFINITIONS**

**A. ACADEMIC DISHONESTY.** An action attempted or performed that misrepresents one's involvement in an academic endeavor in any way, or assists another student in misrepresenting his or her involvement in an academic endeavor. Examples of academic dishonesty include, but are not limited to:

- 47 1. Plagiarism: presenting the work (i.e., ideas, data, creations) of another,  
48 wholly or in part, as one's own work without customary and proper  
49 acknowledgement of sources and extent of use, unless authorized by the  
50 instructor.  
51
- 52 2. Cheating: using information, study aids, notes, materials, devices, or  
53 collaboration not explicitly approved by the instructor. For example:  
54 doing a class assignment for someone else or allowing someone to copy  
55 one's assignment; copying from, or assisting, another student during an  
56 examination; or stealing, or otherwise improperly obtaining, copies of an  
57 examination before or after its administration.  
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- 59 3. Fraud: altering or inventing data, research, or citations for an academic  
60 endeavor; fabricating, forging or otherwise misrepresenting to an  
61 instructor or an institution one's past or current academic or professional  
62 activities; impersonating someone or allowing oneself to be impersonated  
63 for an examination or other academic endeavor; using a ghost writer,  
64 commercial or otherwise, for any type of assignment.  
65
- 66 4. Violation of Standards: violations against ethical and professional  
67 standards required by individual University programs, academic courses,  
68 and clinical programs that may result in qualification for entry into a  
69 profession that maintains standards of conduct.  
70
- 71 5. Multiple Submissions: submitting, wholly or in part, the same academic  
72 endeavor to earn credit in two or more courses without explicit approval  
73 by all concerned instructors.  
74
- 75 6. Interference or Obstruction: interfering with academic efforts of other  
76 students to gain unfair advantage for personal academic advancement.  
77 Interference may include but is not limited to, sabotage, harassment,  
78 tampering, bribery, or intimidation of another student.  
79
- 80 7. Complicity: assisting another person in any act of academic dishonesty as  
81 defined above.  
82
- 83 B. ACADEMIC ENDEAVOR. Any student activity undertaken to earn University  
84 credit or meet some other University program requirement. Examples of  
85 academic endeavors include, but are not limited to:  
86
- 87 1. Course assignments (written and/or oral, projects, research, exhibitions of  
88 work)  
89
- 90 2. Exams (written and/or oral, quizzes)  
91
- 92 3. Clinical assignments (internships, rotations, practical)

- 93                   4.     Presentations (on and off campus)  
94                   5.     Publications  
95  
96                   6.     Independent study coursework  
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98                   7.     Plan B papers or projects, theses, dissertations  
99  
100                  8.     Student media associated with academic credit  
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102                  C.     APPEAL. A written request by a student for review of the findings by the hearing  
103                          officer.  
104  
105                  D.     CHARGE OF ACADEMIC DISHONESTY. Action taken when an instructor has  
106                          reasonable grounds to believe that a student has committed any act pursuant to  
107                          IV.4.A.  
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109                  E.     COLLEGE OR INTERDISCIPLINARY PROGRAM. The college or  
110                          interdisciplinary program awarding credit or benefit for the academic endeavor.  
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112                  F.     FINDING OF ACADEMIC DISHONESTY. A written description of the specific  
113                          acts and evidence of academic dishonesty, along with supporting materials and  
114                          any sanction imposed by the appropriate hearing or appeals body.  
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116                  G.     HEARING. A hearing is at a minimum an administrative review by the Dean of  
117                          College or designee, or Administrator of an Interdisciplinary Program of a charge  
118                          of academic dishonesty and a written response from the student. Nothing in this  
119                          definition shall preclude individual colleges from establishing additional  
120                          procedures related to academic dishonesty. If additional procedures are in place,  
121                          they shall be utilized in place of the minimum hearing.  
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123                          1.     College Hearing: Established by the individual college  
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125                          2.     Interdisciplinary Program Hearing: Established by the program director  
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127                  H.     INSTRUCTOR. The instructor is the person responsible for the evaluation of the  
128                          academic endeavor. Examples include but are not limited to: professors,  
129                          instructors, librarians, archivists, academic professionals, externship or clinical  
130                          supervisors, graduate assistants or course directors.  
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132                  I.     NOTIFICATION. Notification shall be in writing and is satisfied when delivered  
133                          to the student in person with signed acknowledgment by the student or by  
134                          certified United States mail to the student's local address on file with the  
135                          University. If no local address is on file, notification will be sent to the student's  
136                          permanent address.  
137                  J.     OFFENSE. An offense occurs when a student, in consultation with the instructor  
138                          and Department Head or designee, submits a written admission of academic

dishonesty and/or the student is found to have committed academic dishonesty pursuant to V.8.D.

K. SANCTIONS. Any authorized actions outlined in Section VI.6, or combinations thereof, imposed as a consequence of a determination under UW Regulation 6-802 that academic dishonesty has occurred.

L. CENTRAL REPOSITORY. Maintenance of disciplinary records will be in the Central Repository. Disciplinary records will be maintained in the Office of the Dean of Students for seven years and then destroyed unless the Dean of Students determines there is good reason to retain the records beyond that date. Access is limited to the Dean of Students and the academic deans and/or designees and any other employees of the University who have a need to know as determined by the Vice President of Academic Affairs.

## V. ADMINISTRATIVE PROCEDURES

A. SUSPICION OF ACADEMIC DISHONESTY. Whenever an instructor has reason to suspect that an act of academic dishonesty has been committed in a course, clinical or academic program for which ~~the instructor~~ is responsible for supervision or assignment of an academic evaluation, the instructor shall investigate the matter and discuss the matter with the student and, at the instructor's discretion, come to one of the following resolutions:

1. If in the judgment of the instructor, the charge of academic dishonesty is not justified and/or there is insufficient evidence of academic dishonesty, then no further action is warranted.
2. If, in the judgment of the instructor, sufficient evidence of academic dishonesty exists, then the instructor pursues the charge of academic dishonesty.

B. ESTABLISHING AN ACADEMIC CHARGE. Pursuant to the charge of academic dishonesty the instructor shall consult with the Department Head or designee and with the concurrence of the Department Head or designee shall prepare a charge of academic dishonesty and recommended sanction for submission to the Dean of College or designee.

C. INITIAL PROCESS. Upon receipt of the charge of academic dishonesty and recommended sanction, the Dean of College or designee shall:

1. Check the Central Repository to determine if the charge is the student's first or second or subsequent offense.
2. Notify student in writing with a brief summary of the charge of academic dishonesty and recommended sanction and provide the student with a copy of UW Regulation 6-802.



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- a. First Offense. If the Dean of College determines that the charge of academic dishonesty is the student's first offense, the Dean of College or designee shall notify the student of the charge of academic dishonesty and recommended sanction.
  - 1) The student may, within five (5) calendar days of notification, request a meeting with the instructor and/or Dean of College or designee to discuss the charge of academic dishonesty and recommended sanctions. At this meeting, the student may:
    - a) Accept the charge of academic dishonesty and recommended sanctions approved by the dean or designee as filed. The student will do this by signing a waiver recognizing ~~his/her~~the student's behavior as academic misconduct and waiving ~~his/her~~the student's right to a hearing, which is then forwarded to the Central Repository by the Dean of College or designee.
    - b) Disagree with the charge of academic dishonesty and recommended sanction and submit a request for a college hearing to the Dean of College or designee within fifteen (15) calendar days.
  - 2) If the student does not request a meeting as described in part (A), the Dean shall implement the procedures necessary for a hearing as described in section D below.
- b. Second and subsequent charges. If the Dean of College determines that the present charge of academic dishonesty is preceded by a finding of academic dishonesty from a previous incident, then the Dean of College or designee shall notify the student of the charge of academic dishonesty and of the mandatory sanctions associated with a second finding.
  - 1) The student may request a meeting with the instructor and Dean of College or designee to discuss the charge of academic dishonesty and recommended sanctions within five calendar days of notification. At this meeting, the student may:
    - a) Accept the charge of academic dishonesty, mandatory sanction and additional recommended sanction approved by the dean or designee. The student will do this by signing a waiver recognizing ~~his/her~~the student's behavior as academic misconduct and waiving ~~his/her~~the student's right to a hearing, which is then forwarded to the Central Repository by the Department Head or designee.

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b) Disagree with the charge of academic dishonesty and recommended sanction, and submit a request for a college hearing to the Dean of College or designee within fifteen (15) calendar days.

2) If the student does not request a meeting as described in part (A), the Dean shall implement the procedures necessary for a hearing as described in section D below.

D. HEARING.

1. HEARING OFFICER. In cases where a hearing is required or requested by the student, the Dean of College will designate an impartial hearing officer, who will hold a hearing to determine whether academic dishonesty has occurred.

1.2. NOTIFICATION TO STUDENT. -The student shall be notified in writing of the following:

- a. A description of the specific acts of alleged academic dishonesty, the date and place of occurrence, and the names of witnesses;
- b. The recommended sanction;
- c. The time, date, and location of the hearing; and
- d. The identity of the designated hearing officer.

2.3. PREHEARING PROCEDURES. The Wyoming Rules of Administrative Procedure shall not apply to this proceeding and discovery shall be limited to the following:

- a. Prior to the hearing the parties will exchange a list of witnesses for the hearing, a brief summary of the information each witness is expected to provide, and any documents to be presented at the hearing.
- b. Witnesses shall testify in person or by telephone at the hearing, however, if a witness is unavailable for testimony, the hearing officer may authorize taking testimony in advance.
- c. The parties may jointly communicate with the hearing officer by telephone on any prehearing matters.
- d. The student may petition the hearing officer to excuse him/herself by presenting evidence of bias. The hearing officer shall decide whether to excuse him/herself. In that case, the dean will choose another hearing officer.



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- e. If the student would like to be accompanied at the hearing by a mentor, advisor, counselor, or attorney at law of ~~his/her~~the student's choice, ~~s/he~~the student must notify the hearing officer at least twenty-four (24) hours prior to the hearing. The role of the mentor, counselor, advisor, or attorney at law shall only be to consult with the student, not to represent the student.

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**3.4. ~~THE HEARING PROCEDURES.~~**

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- a. The hearing shall be open to the student, a mentor, advisor, counselor, or attorney at law and the instructor who made the charge. The hearing may also be open to others at the discretion of the hearing officer.
  - b. The instructor or department designee shall put forth the evidence supporting the charge of academic dishonesty. The student and instructor/departmental designee may ask questions of any witness. The student may present any relevant information in opposition to the charge of academic dishonesty.
  - c. The standard of proof shall be "substantial evidence" which is such evidence that a reasonable mind might accept as adequate to support a conclusion.
  - d. One of the following findings shall result from the decision from the Hearing:
    - 1) Finding of no academic dishonesty and dismissal of the charge.
    - 2) Finding of academic dishonesty and concurrence with the recommended sanction.
    - 3) Finding of academic dishonesty and modification of the recommended sanction.
  - e. The hearing will result in a report being prepared, by the hearing officer, which includes a summary of the evidence presented against and for the student, the findings made, and any recommended sanctions from the hearing officer and instructor.

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**E. ~~Notification of Findings~~NOTIFICATION OF FINDINGS.** The Dean of College will notify the student and the instructor of the findings from the hearing.

- 1. If the charge was not upheld by the hearing, the Dean of College or designee will dismiss the charge of academic dishonesty and shall have the record expunged and notify the student in writing.

- 323                   2.     If the finding was upheld, the student has thirty (30) calendar days from  
324                   the date of the notification to file an appeal pursuant to Section F. below.  
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326                   a.     If the student does not file an appeal, the Dean of College or designee  
327                   shall forward the report, findings and recommended sanctions to the  
328                   ~~Provost and~~ Vice President for Academic Affairs and to the Dean of  
329                   Students. The student may submit to the ~~Provost and~~ Vice President for  
330                   Academic Affairs a request, with rationale, for sanctions different from  
331                   those recommended by the hearing officer. If the appeal for a different  
332                   sanction is based on a finding of scientific misconduct, the appeal shall be  
333                   to a Vice President, designated by the President, other than the ~~Provost~~  
334                   ~~and~~ Vice President for Academic Affairs. The ~~Provost and~~ Vice President  
335                   for Academic Affairs shall decide upon sanctions no harsher than those  
336                   recommended by the hearing officer. Sanctions involving suspension or  
337                   dismissal must be justified by a written rationale, based on specific  
338                   findings of the hearing, the nature of the offense, and the student's record,  
339                   and are subject to approval of or modification by the President of the  
340                   University.  
341  
342                   b.     If the student files an appeal (Section F.), the Dean of College or designee  
343                   shall forward the report of all proceedings to the ~~provost and~~ Vice  
344                   President for Academic Affairs.  
345  
346                   c.     If the instructor has opted for the sanction of the assignment of "F" or "U"  
347                   grade for the course, an "I" grade will be submitted until the completion of  
348                   the appeals process, when the ~~Provost~~ Vice President for Academic  
349                   Affairs shall either exercise the sanction of "F" or "U" or remove the "I"  
350                   grade as per the report from the final appeal.  
351  
352                             1) If the alleged act of academic dishonesty occurs during finals week  
353                             or within a time frame in which the opportunity for a fair hearing  
354                             would be difficult, the instructor may submit a grade of "I" until  
355                             the appeals process can be effectuated.  
356                             2) If a student charged with academic dishonesty withdraws from the  
357                             course in question, and the charge is eventually upheld, the "W"  
358                             grade reverts to the grade of "F."  
359  
360                   F.     APPEAL<sup>4</sup> -An appeal of the final decision of the college can be lodged to the  
361                   ~~Provost~~ Vice President for Academic Affairs or designee or hearing panel. <sup>4</sup> The  
362                   Vice President for Academic Affairs may designate one or more faculty members  
363                   to conduct appeals for academic dishonesty matters. This appeal shall be in a  
364                   written appeal and filed within thirty (30) calendar days after the college  
365                   decision is rendered, that sets forth facts substantiating the claim. A copy shall be  
366                   provided by the student to the original hearing officer. The original hearing

<sup>4</sup> ~~Provost and Vice President for Academic Affairs may designate one or more faculty members to conduct appeals for academic dishonesty matters.~~

- 367 officer shall have fifteen (15) days to provide a written response including a copy  
368 to the student. At the discretion of the ~~Provost and~~ Vice President for Academic  
369 Affairs or designee or hearing panel, they may seek written or oral presentation  
370 for clarification of the record from both parties.
- 371 1. An appeal of the finding of academic dishonesty can be lodged solely  
372 upon the following grounds:  
373  
374 a. The student was not given written notice of a hearing or an opportunity for  
375 a hearing.  
376  
377 b. The report of the college level hearing fails to describe any act of the  
378 student's which could be construed as academic dishonesty.  
379  
380 c. The findings from the hearing were not supported by substantial evidence,  
381 were the result of prejudice toward the student, capricious evaluation, or  
382 capricious treatment, and such allegations must include specific examples  
383 of the capricious actions or substantive factual errors.  
384
- 385 2. If the ~~Provost and~~ Vice President for Academic Affairs or designee or  
386 hearing panel hearing the final appeal upholds the finding of academic  
387 dishonesty or determines that it does not have the jurisdiction to hear the  
388 appeal, the ~~Provost and~~ Vice President for Academic Affairs or designee  
389 or hearing panel will dismiss the appeal, and have the finding filed with  
390 the Dean of Students in the Central Repository.  
391  
392 a. Whenever the Dean of College ascertains from the Central Repository that  
393 a student has committed academic dishonesty for a second time, ~~and the~~  
394 student will promptly notify the ~~Provost and~~ Vice President for Academic  
395 Affairs who shall cause the suspension of the student from the University  
396 for a period of one (1) calendar year. This action is subject to the approval  
397 of or modification by the President of the University.  
398  
399 b. If the Dean of College ascertains that the student has not committed  
400 academic dishonesty for a second time, the student may submit to the  
401 ~~Provost and~~ Vice President for Academic Affairs a request, with rationale,  
402 for sanctions different from those recommended by the hearing officer.  
403 The ~~Provost and~~ Vice President for Academic Affairs shall decide upon  
404 sanctions no harsher than those recommended by the hearing officer.  
405 Sanctions involving suspension or dismissal must be justified by a written  
406 rationale, based on specific findings of the hearing, the nature of the  
407 offense, and the student's record, and are subject to approval of or  
408 modification by the President of the University.  
409
- 410 3. If the ~~Provost and~~ Vice President for Academic Affairs or designee or  
411 hearing panel reverses the finding of academic dishonesty, the Vice

President for Academic Affairs or designee or hearing panel will dismiss the finding of academic dishonesty and expunge the record.

- G. CENTRAL REPOSITORY. Any final sanction in decisions of academic dishonesty must be sent to the Central Repository held in the office of the Dean of Students.

## VI. AUTHORIZED SANCTIONS

- A. Any of the following sanctions or combination thereof may be imposed for a first offense. The severity of the offense and other relevant circumstances should be considered.

1. Extra or alternative work.
2. Grade reduction of the academic endeavor.
3. A failing grade for the academic endeavor.
4. No credit for the academic endeavor.
5. Grade reduction for the course.
6. A failing grade for the course.
7. Suspension of the benefit of the program, clinical, or academic endeavor.
8. Termination from the program.
9. Suspension from University.
10. Dismissal from University.

- B. Mandatory Sanction for Second Offense. Whenever the Dean of College or designee ascertains from the Central Repository that a student has committed academic dishonesty for a second time, ~~she~~the student will promptly notify the ~~Provost and~~ Vice President for Academic Affairs. The ~~Provost and~~ Vice President shall direct who shall cause the suspension of the student from the University for a period of one calendar year. This action is subject to the approval of or modification by the President of the University.

- C. The foregoing actions shall not preclude the administrative consequences which may result in the loss of benefits from such programs, scholarships and other opportunities afforded students.

## VII. INDIVIDUAL COLLEGE REGULATIONS

457 Regulations of individual colleges may establish additional standards identifying  
458 academic dishonesty, as well as other standards for student conduct deemed appropriate  
459 for students whose degree program will result in qualification for entry into a profession  
460 which maintains standards of conduct. Any such regulations which incorporate academic  
461 dishonesty must provide, as a minimum, the sanctions described in Section VI  
462 (Authorized Actions), and must otherwise afford notice and a fair hearing. Such  
463 regulations shall become effective upon approval as a University regulation.

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489 **Source:**  
490 University Regulation 802; adopted 10/17/08 Board of Trustees meeting  
491 Revisions adopted 11/18/10 Board of Trustees meeting



**7. Committee of the Whole- ITEMS FOR APPROVAL**

**Approval of Research Aircraft Loan Resolution,** Miller

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see work session section for information on this topic.

**8. Committee of the Whole- ITEMS FOR APPROVAL**

**Approval of Video Board Contractor for Athletic Facilities Audio/Video Board Systems,** Mai

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see work session section for information on this topic.

**9. Committee of the Whole- ITEMS FOR APPROVAL**

**Approval of Access Easement at McGuire Ranch, Albany Co., WY,** Mai

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other Specify: Committee of the Whole (Items for Approval)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Please see work session section for information on this topic.

**10. Committee of the Whole- ITEMS FOR APPROVAL**  
**Approval of Authorization for property acquisitions, Mai**

CHECK THE APPROPRIATE BOX(ES):

- ☒ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other                      Specify: Committee of the Whole (Items for Approval)

**BACKGROUND AND POLICY CONTEXT OF ISSUE:**

Please see work session section for information on this topic.



**11. Committee of the Whole- ITEMS FOR APPROVAL**  
**Approval of Exterior of the RAC 2.0, Mai**

CHECK THE APPROPRIATE BOX(ES):

- ☐ Work Session  
☐ Education Session  
☐ Information Item  
☒ Other                      Specify: Committee of the Whole (Items for Approval)

**BACKGROUND AND POLICY CONTEXT OF ISSUE:**

The existing 48,100 square foot Rochelle Athletic Center (RAC), completed in 2001, is one of the most widely used facilities by UW Athletics. At the time it opened, it was a state-of-the-art facility and continues to accommodate several areas utilized by all Cowboy and Cowgirl sports teams. The ground level houses an 8,600 square foot (SF) strength and conditioning area, a 4,800 SF sports medicine area, and a 5,600 SF football locker room and lounge area. The second story of the RAC houses 4,470 SF of space for the Office of Academic Support, the Cowboy football offices, meeting rooms, and displays of Cowboy football awards and outstanding players.

The proposed new 78,100 SF addition with the renovation (for a total of 126,000 SF) will provide a modern state-of-the-art facility that will expand the holistic approach to the development of the student-athlete. This approach relies on a complete and interactive view of the athlete's daily status by monitoring training, conditioning, body analysis, nutrition, health, and academic load with the unique opportunity to provide High Altitude Training. The proposed addition and renovation have been envisioned to accommodate the three key areas of Academics Center, Training Table, and Sports Performance. Programmatic elements include both those functions currently located within the RAC as well as new components. The existing RAC would be renovated and expanded to create a single facility that supports the programs goals and enhances the experience for UW's student-athletes.

The proposed addition is anticipated to be located south of the existing building, creating a new, dynamic presence at the north end of War Memorial Stadium. A new central entry plaza is anticipated to be created to the west of the RAC. The new space would act as the front door to Wyoming Athletics, serving the Arena-Auditorium, Fieldhouse North, and the west stands of the stadium. To the east, Warburton plaza is anticipated to be adjusted to create a better connection between the Indoor Practice Facility and the home team locker room, which is proposed to be located at the southeast corner of the addition. The renovation is anticipated to include a remodeled and enhanced north public entry that reflects the architecture of the addition.

The total construction cost will be approximately \$33M. The University has chosen to include a CMAR in the design phase with an initial goal of concluding preconstruction by spring of 2016. The project funding is from both state and private funds. On-site construction activity could begin as early as summer of 2016. The total budget ("all in") for the project is \$44M. The project will be funded through \$24M from private donations and \$20M from State matching funds.

The High Altitude Performance Center Exterior Architectural Design Advisory Committee approved the exterior of the Mick and Susie McMurry High Altitude Performance Center (RAC 2.0) at their March 7<sup>th</sup> meeting. They forwarded the recommendation to the Facilities Contracting Committee. The Facilities Contracting Committee recommended approval by the full board at their next meeting. The exterior design is shown in Attachment A page 1-8.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

- March 2015 – Board of Trustees approved the architect/engineering firm of Pappas and Pappas Architects, Cheyenne, Wyoming, in association with DLR Group, Denver, Colorado.
- September 2015 – Board of Trustees approved the CMAR GE Johnson Construction Wyoming of Jackson, Wyoming.

**WHY THIS ITEM IS BEFORE THE BOARD:**

This item is for approval of the exterior design of the Mick and Susie McMurry High Altitude Performance Center by the Board of Trustees.

**ARGUMENTS IN SUPPORT:**

- The 2015 Legislature appropriated \$20M requiring a match of \$24M to fund the construction of the Rochelle Athletic Center Addition/ Renovation.
- The Level I study for the Rochelle Athletic Center Addition/ Renovation was completed in December of 2014.

**ARGUMENTS AGAINST:**

None.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Approval of the exterior design of the Mick and Susie McMurry High Altitude Performance Center as shown in Attachment A page 1-8.

**PRESIDENT'S RECOMMENDATION:**

It is recommended that the Board of Trustees of the University of Wyoming approve the exterior design of the Mick and Susie McMurry High Altitude Performance Center as shown in Attachment A page 1-8.



## SOUTH ELEVATION

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P. C.

 DLR Group



## SOUTH ELEVATION

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P. C.

 DLR Group



## SOUTH ELEVATION - DETAIL

 PAPPAS & PAPPAS ARCHITECTS, P.C.

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 DLR Group





## WEST ELEVATION

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P.C.

 DLR Group



## NORTHWEST ELEVATION

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P. C.

 DLR Group





## EAST ELEVATION

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P. C.

 DLR Group



## EAST ELEVATION

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P. C.

 DLR Group



## AERIAL

University of Wyoming - Rochelle Athletic Center | 15 February 2016

 PAPPAS & PAPPAS ARCHITECTS, P.C.

 DLR Group

# 1. INFORMATION ONLY ITEM

## Progress Report/Change Orders

CHECK THE APPROPRIATE BOX(ES):

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

## Capital Construction Progress Report as of February 26, 2016

The following is 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. Buchanan Center for the Performing Arts

Contractor	Sampson Construction Company, Inc. Cheyenne, WY
Original Project Budget	\$35,000,000 (a)
Adjusted Project Budget	\$43,102,078 (d)

<b><u>Funding Sources:</u></b>	<b><u>Original Anticipated:</u></b>	<b><u>Actual:</u></b>
State Appropriation	16,800,000	16,800,000
Bond Fund including interest	12,200,000	12,217,253
UW Income Fund		9,000,000
Major Maintenance	2,300,000	2,675,000
Federal Mineral Royalty (FMR)	1,700,000	1,700,000
Funds provided by Office of Pres. 13/14		559,774
Foundation	2,000,000	102,342
Other UW Departments		47,709
<b>Total Funding</b>	<b>35,000,000</b>	<b>43,102,078</b>

Guaranteed Maximum Price	\$25,700,000
Contract Substantial Completion Date	October 31, 2014
Extended	August 2015

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingenc (c)	Adj Budget (a+b+c)=(d)	Expenditure s (e)	Obligation s (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	25,700	5,372	968	32,040	(29,673)	(138)	2,229
<b>Contingency</b>	1,289	1,102	(1,289)	1,102			1,102
<b>Design</b>	2,993	28	321	3,342	(3,248)	(20)	74
<b>FF&amp;E</b>	2,450	1,500		3,950	(3,001)	(699)	250
<b>Technology</b>	1,208			1,208	(721)		487
<b>Admin</b>	1,360	100		1,460	(1,462)	(71)	(73)
<b>Total</b>	<b>35,000</b>	<b>8,102</b>		<b>43,102</b>	<b>(38,105)</b>	<b>(928)</b>	<b>4,069</b>

Remarks:      **Buchanan Center for the Performing Arts** – In warranty. Punch-list work is 90 percent complete. Additional landscape plantings and boulder placement is 80% complete and will resume again in late April. Material staging is in the north parking lot.

Change Order # 24

Item 1	Design Reduction AST-2R Studio Panels	Sub	(5,440.00)
Item 2	Change Spec AV Cabling	Add	276.00
Item 3	Install Add Coax Concert Hall	Add	567.00
Item 4	Change Theatrical Lighting	Add	4,745.00
Item 5	Add Back Panel at Recital Cloud	Add	3,445.00
Item 6	Add Motorcycle Park Spaces	Add	382.00
Item 7	Add Retrofit Hardware	Add	1,569.00
Item 8	Add Rubber Base Corr C104	Add	-0-
Item 9	Wall Infills S Loading Dock	Add	-0-
Item 10	Add Parking Painting	Add	928.00
Item 11	Field Survey Radio Coverage	Add	5,249.00
Item 12	Door Hardware Changes	Add	4,794.00
Item 13	Add Vinyl Piano Threshold	Add	518.00
Item 14	Add FA Strobes	Add	3,260.00
Item 15	Enhanced Landscaping As Requested	Add	45,007.00
Item 16	Conf 2102 Camera Upgrade	Add	16,067.00
Item 17	Proscenium Camera	Add	20,551.00
Item 18	Add Sound Attenuation Faculty Studios	Add	19,095.00
<b>Total Change Order #24</b>			<b>121,013.00</b>

Change Order # 25

Item 1	Add grease trap at catering 2148	Add	1,527.00
Item 2	Additional services mechanical	Add	12,591.00
<b>Total Change Order #25</b>			<b>14,118.00</b>

**Statement of Contract Amount**

Original Contract	\$ 25,700,000
Change Orders 1-23	6,205,433
Change Order 24	121,013
Change Order 25	14,118
<b>Adjusted Contract</b>	<b>\$ 32,040,564</b>

**2. Arena Auditorium Renovation, Phase II**

Contractor Haselden Wyoming Constructors  
Casper, WY

Original Budget for Phase I and Phase II was \$30,000,000. Funding remaining from Phase I was applied to Phase II.

Original Project Budget	\$17,150,000 (a)
Adjusted Project Budget	\$17,830,000 (d)

<b><u>Funding Sources:</u></b>	<b><u>Original Anticipated:</u></b>	<b><u>Actual:</u></b>
Foundation	5,700,000	6,850,048
State Match	5,700,000	6,099,951
State Appropriation	5,750,000	4,880,001
<b>Total Funding</b>	<b>17,150,000</b>	<b>17,830,000</b>

Guaranteed Maximum Price	\$ 13,050,000
Contract Substantial Completion Date	September 30, 2017



(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	13,050	516		13,566	(59)	(1,556)	11,951
<b>Contingency</b>	913			913			913
<b>Design</b>	1,835	164		1,999	(791)	(727)	481
<b>FF&amp;E</b>	760			760	(28)		732
<b>Tech</b>	300			300			300
<b>Admin</b>	292			292	(12)	(2)	278
<b>Total</b>	<b>17,150</b>	<b>680</b>		<b>17,830</b>	<b>(890)</b>	<b>(2,285)</b>	<b>14,655</b>

Remarks: **Arena Auditorium Renovation Phase II-** Construction document phase began in January, 2016. 90% Construction documents will be submitted May 19, 2016 with construction starting in June.

No change orders.

### 3. High Bay Research Facility

Contractor

Haselden Wyoming Constructors  
Casper, WY

Original Project Budget (not including donated equipment) \$64,800,000 (a)  
Adjusted Project Budget (not including donated equipment) \$69,952,341 (d)

<b><u>Funding Sources:</u></b>	<b><u>Original Anticipated:</u></b>	<b><u>Actual:</u></b>
Foundation	16,300,000	16,300,000
Grants (AML sponsored programs)	15,000,000	15,000,000
State Appropriations	14,800,000	14,800,000
Foundation donor restricted for equipment	11,200,000	11,200,000
State Matching 2014	7,500,000	7,500,000
Reserve for cost overrun		4,384,000
Reserve Account		768,341
<b>Total Funding</b>	<b>64,800,000</b>	<b>69,952,341</b>
Donation of Physical Equipment eligible for State match	2,500,000	2,500,000
<b>Total Project</b>	<b>67,300,000</b>	<b>72,452,341</b>



Guaranteed Maximum Price \$42,925,724  
Budget includes amounts restricted for equipment purchase only under Tech.  
Contract Substantial Completion Date January 2017

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	42,926	4,952	112	47,990	(11,643)	(36,347)	
<b>Contingency</b>	3,125		(112)	3,013			3,013
<b>Design</b>	4,741	200		4,941	(4,089)	(580)	272
<b>FF&amp;E</b>	1,288			1,288			1,288
<b>Tech</b>	11,844			11,844	(6,196)	(5,004)	644
<b>Admin</b>	876			876	(262)	(13)	601
<b>Subtotal</b>	64,800	5,152		69,952	(22,190)	(41,944)	5,818
<b>Equip Donation</b>	2,500			2,500			2,500
<b>Total</b>	<b>67,300</b>	<b>5,152</b>		<b>72,452</b>	<b>(22,190)</b>	<b>(41,944)</b>	<b>8,318</b>

Remarks: **High Bay Research Facility** - Storm drain No. 1—that will extend from the site south to a detention pond at 19th and Willett will begin construction in the first week of March. This work will continue through May. Mechanical ductwork is being installed on both the first and second floors of the west wing. Light-gauge framing for the 'priority walls' on the west wing of the building began the week of February 22nd allowing for installation of the mechanical/ electrical systems. Rigid insulation board, which will act as sheathing for the exterior portion of the air/ weather thermal barrier, is being installed on the north wing of the building. Exterior stone masonry is being installed on the south portions of the west wing. Curtain wall systems are being installed on the east face of the west wing. Roof cover board and rigid insulation are being placed over the west and north wings of the building, with the finished membrane roofing following behind this work. Concrete slabs are being poured in the electrical and mechanical rooms on the first floor. Reinforcing for the reaction wall/floor is nearing completion in the structures lab. The remaining concrete for the strong wall will be poured near the end of February, allowing the form work to begin on the reaction wall.

Change Order # 1

Item 1	Additional concrete at piers	Add	8,881.32
Item 2	Puddy pads at electrical outlet boxes	Add	6,959.00
Item 3	Dry Fire Sprinkler N Mech penthouse	Add	3,147.00
Item 4	Provide two bi-level water coolers with bottle filling stations	Add	2,055.00

Item 5	MEP changes: Welding cabinet exhaust, relocate equip at 141	Add	17,064.00
Item 6	Hollow Metal Doors and Frames Gauge	Add	5,778.80
Item 7	West Wing increased slab thickness	Add	13,034.40
Item 8	Steel beam revisions at Level 2	Add	7,749.46
Item 9	Gas Meter, manifold and piping	Add	24,546.00
Item 10	Upgrade to ECM motors at unit heaters	Add	1,221.22
Item 11	Curtain wall credit for standard cover cap	Sub	(3,789.00)
<b>Total Change Order #1</b>			<b>86,647.20</b>

Change Order # 2

Items 1-7 Due to extended contract date:			
Item 1	Materials for storm water and erosion control	Add	2,585.70
Item 2	Materials and labor for protection of exterior finishes	Add	1,750.00
Item 3	Additional protection of interior finishes	Add	2,881.76
Item 4	Additional temporary heating equipment and weather protection	Add	17,408.00
Item 5	Additional rental costs for large equipment	Add	7,145.46
Item 6	Additional rental and disposal costs of dumpsters	Add	800.00
Item 7	Additional general conditions	Add	234,867.66
Item 8	Additional dirt work costs	Add	55,410.00
Item 9	Additional concrete work	Add	110,819.56
Item 10	Reinforcing and labor for additional floor penetrations	Add	13,300.00
Item 11	Material and labor prep for radiation shielding on Rm 155	Add	11,623.00
Item 12	Additional doors and frames	Add	2,000.00
Item 13	Additional stone work around increased length of mechanical screen wall	Add	23,250.00
Item 14	Additional parapet cap flashing for mechanical yard screen wall	Add	1,050.00
Item 15	Additional framing and drywall	Add	39,560.00
Item 16	Credit for fixtures and casework in Rm 155 due to reconfiguration	Sub	(2,731.00)
Item 17	Additional Radiation shielding Rm 155	Add	163,547.00
Item 18	Additional costs for mechanical system changes due to redesign	Add	595,199.00
Item 19	Additional hydronic piping	Add	276,965.26
Item 20	Additional fire suppression system requirements	Add	4,036.00

Item 21	Additional fire extinguishers	Add	1,250.00
Item 22	Additional electric costs for redesign and 33% increase in building power	Add	2,968,909.00
Item 23	Costs to construct a 1,000 sf additions for electrical equipment	Add	100,000.00
Item 24	Additional general liability ins for CMAR	Add	50,067.44
Item 25	Additional payment and performance bond CMAR	Add	28,557.94
Item 26	Additional builder's risk insurance CMAR	Add	11,589.68
Item 27	Additional subcontractor default ins CMAR	Add	4,247.31
Item 28	Additional Constructors construction management fee CMAR	Add	226,252.71
<b>Total Change Order #2</b>			<b>4,952,341.48</b>

Change Order # 3

Item 1	Door Hardware Changes	Add	849.83
Item 2	Two bicycle racks	Add	3,163.00
Item 3	Door submittal changes	Sub	(4,514.38)
Item 4	Change location of blue light emergency phone	Add	3,832.00
Item 5	Corner guard credit	Sub	(2,994.00)
Item 6	Credit for Dowl slump test	Sub	(620.00)
Item 7	Door and exterior detail changes	Add	12,263.78
Item 8	Credit for Dowl cylinder test	Sub	(500.00)
Item 9	Credit for Dowl aggregate testing	Sub	(917.50)
<b>Total Change Order #3</b>			<b>10,562.73</b>

Change Order # 4

Item 1	Radiation shielding at south walls for Aquilion 16	Add	15,411.00
<b>Total Change Order #4</b>			<b>15,411.00</b>

**Statement of Contract Amount**

Original Contract	\$42,925,724
Change Order 1	86,647
Change Order 2	4,952,341
Change Order 3	10,563
Change Order 4	15,411
<b>Adjusted Contract</b>	<b>\$47,990,686</b>

#### 4. Hoyt Hall Renovation

Contractor Elk Ridge Builders & Design LLC  
Laramie, WY

Original Project Budget \$ 2,900,000 (a)  
Adjusted Project Budget \$ 2,900,000 (d)

<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
Major Maintenance	3,000,000	2,900,000

Contract Sum \$ 2,000,888  
Contract Substantial Completion Date July 22, 2016

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Contingency (c)	Adj Budget (a+b+c)=(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
<b>Construction</b>	2,001		67	2,068	(322)	(1,746)	
<b>Contingency</b>	338		(67)	271			271
<b>Design</b>	298			298	(216)	(82)	
<b>FF&amp;E</b>							
<b>Tech</b>							
<b>Admin</b>	263			263	(113)	(3)	147
<b>Total</b>	<b>2,900</b>			<b>2,900</b>	<b>(651)</b>	<b>(1,831)</b>	<b>418</b>

Remarks: **Hoyt Hall Renovation** -New wall layout, framing for new door openings, acoustical ceiling grid, painting, along with electrical, lighting and plumbing rough-in, are currently taking place. In addition, existing pneumatic zone control valves are being replaced on all fin-tube radiators with new direct digital control units. Renovation in the building is progressing from the third floor down and is approximately 25 percent complete at this time. This project is scheduled to be substantially complete by July 22, 2016 and will be ready for occupancy for the Fall 2016 semester.

#### Change Order #1

Item 1	Provide and install self-leveling flooring substrate approx 12,810 sq feet	Add	66,909.24
<b>Total Change Order #1</b>			<b>66,909.24</b>

**Statement of Contract Amount**

Original Contract	\$ 2,000,888
Change Order 1	<u>66,909</u>
<b>Adjusted Contract</b>	<b>\$ 2,067,797</b>

**5. Rochelle Athletic Center- High Altitude Training Center**

Contractor GE Johnson  
Jackson, WY

Original Project Budget \$ 44,000,000 (a)  
Adjusted Project Budget \$ 44,000,019 (d)

<b><u>Funding Sources:</u></b>	<b><u>Original Anticipated:</u></b>	<b><u>Actual:</u></b>
Foundation	3,000,000.00	3,000,000.00
Foundation	21,000,000.00	21,000,000.00
State Match	20,000,000.00	20,000,000.00
Athletic Gifts		18,844.89
<b>Total Project</b>	<b>44,000,000.00</b>	<b>44,018,844.89</b>

Guaranteed Maximum Price not yet set  
Contract Substantial Completion Date not yet set

(In Thousands)	<b>Budget</b> (a)	<b>Additional Funding</b> (b)	<b>Use of Contingency</b> (c)	<b>Adj Budget</b> (a+b+c)=(d)	<b>Expenditures</b> (e)	<b>Obligations</b> (f)	<b>Remaining Balance</b> (d+e+f)=(g)
<b>Construction</b>	30,746			30,746		(60)	30,686
<b>Contingency</b>	5,301			5,301			5,301
<b>Design</b>	3,469			3,469	(75)	(386)	3,008
<b>FF&amp;E</b>	1,961			1,961			1,961
<b>Tech</b>	1,015			1,015			1,015
<b>Admin</b>	1,508	19		1,527	(43)	(1)	1,483
<b>Total</b>	<b>44,000</b>	<b>19</b>		<b>44,019</b>	<b>(118)</b>	<b>(447)</b>	<b>43,454</b>

**Remarks:** **Rochelle Athletic High Altitude Training Center** - (Design team: Pappas and Pappas/DLR; CMAR is GE Johnson Construction Co. of Wyoming, Jackson, WY; Rochelle Athletic Center Addition and Renovation; scheduled completion TBD) – Schematic Design was presented on Dec. 17th. The revised exterior renderings were presented to the Exterior Design Advisory Committee in early March. Through square footage reductions and shelling interior components we have an estimate showing the project is within the prescribed \$44.0m all-in budget.

## 6. Half Acre Gym

Contractor

Groathouse Construction, Inc.  
Laramie, WY

Original Project Budget  
Adjusted Project Budget

\$ 27,268,577 (a)  
\$ 31,385,671 (d)

<b><u>Funding Sources:</u></b>	<b><u>Original Anticipated:</u></b>	<b><u>Actual:</u></b>
Bond Proceeds	11,918,577.03	11,935,671.30
State Appropriation	15,000,000.00	15,000,000.00
ASUW & FMRs 2010 – architect	350,000.00	350,000.00
UW Income Fund		3,600,000.00
BOT authorized campus recreation		250,000.00
BOT authorized FMRs		250,000.00
<b>Total Project</b>	<b>27,268,577.03</b>	<b>31,385,671.30</b>

Guaranteed Maximum Price \$19,800,000  
Guaranteed Maximum Price as adjusted \$27,718,204

Contract Substantial Completion Date November 2015

(In Thousands)	<b>Budget</b> (a)	<b>Additional Funding</b> (b)	<b>Use of Contingency</b> (c)	<b>Adj Budget</b> (a+b+c)=(d)	<b>Expenditures</b> (e)	<b>Obligations</b> (f)	<b>Remaining Balance</b> (d+e+f)=(g)
<b>Construction</b>	19,800	6,776	1,142	27,718	(27,693)	(25)	
<b>Contingency</b>	1,142		(1,142)				
<b>Design</b>	3,272	(1,202)		2,070	(2,033)	(37)	
<b>FF&amp;E</b>	974	(200)		774	(453)	(64)	257
<b>Tech</b>	974	(974)					
<b>Admin</b>	1,106	(282)		824	(1,029)	(114)	(319)
<b>Total</b>	<b>27,268</b>	<b>4,118</b>		<b>31,386</b>	<b>(31,208)</b>	<b>(240)</b>	<b>(62)</b>

Remarks: **Half Acre Gym** is complete and all areas are in use by health and recreation.  
Classrooms are in use by numerous departments. Minor punch list items are being completed.  
The facility is under warranty.

## 7. Engineering Building

Contractor

GE Johnson  
Jackson, WY

Original Project Budget

\$ not yet set (a)

<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
Grant – AML funds	350,000.00	350,000.00
Grant 2 – AML funds	750,154.00	750,154.00
State appropriation	55,000,000.00	55,000,000.00
Reduced by 2015 legislative action	(8,570,000.00)	(8,570,000.00)
State gen fun from AML – held until match	15,800,000.00	15,800,000.00
State matching funds	14,200,000.00	14,200,000.00
State Sec I swap for cap const	10,000,000.00	10,000,000.00
Foundation match	800,000.00	800,000.00
Foundation match	14,200,000.00	14,200,000.00
Interest		327.66
<b>Total Project</b>	<b>102,530,154.00</b>	<b>102,530,481.66</b>

Guaranteed Maximum Price

not yet set

Contract Substantial Completion Date

not yet set

(In Thousands)	<b>Budget</b> (a)	<b>Additional Funding</b> (b)	<b>Use of Contingency</b> (c)	<b>Adj Budget</b> (a+b+c)=(d)	<b>Expenditures</b> (e)	<b>Obligations</b> (f)	<b>Remaining Balance</b> (d+e+f)=(g)
<b>Construction</b>							
<b>Contingency</b>							
<b>Design</b>							
<b>FF&amp;E</b>							
<b>Tech</b>							
<b>Admin</b>							
<b>Total</b>							

Remarks: **Engineering Building-** Due to higher than expected construction costs for the original schematic design concept that was approved by the Board of Trustees at the November 2015 meeting, the project was reduced in scope to bring the construction cost estimate into alignment with the budget. Total gross square footage (GSF) for the building was reduced from 113,725 to approximately 100,000. In addition, several interior finish material changes were also incorporated into the design to help reduce cost. The exterior architectural style and material selections on the building however were not changed. The modified schematic design was approved by the Board of Trustees at the February 17, 2016 conference call and the project has now moved into the design



development phase. The first design development meetings took place in mid-February. A second set of design development meetings is scheduled for March 9-10, 2016.

Within the total current EERB project, an amount of \$73.2 million has been identified as the Budgeted Guaranteed Maximum Price (BGMP) amount for construction. The University of Wyoming has also asked the design team to include planning for a \$4.57 million additive alternate within the project. Should the Wyoming legislature reinstate the previously removed \$4.57 million to the project during the 2016 legislative session, this additive alternate to complete the finish out of shell-only spaces will be included in the scope of the project. The present high-level schedule for the EERB project calls for construction to begin in either late 2016, or early 2017 and be complete by the summer of 2019.