

THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES' REPORT

May 9-11, 2018

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 (July 2017)

We honor our heritage as the state's flagship and land-grant university by providing accessible and affordable higher education of the highest quality; rigorous scholarship; the communication and application of knowledge; 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:

- Graduate students who have experienced the frontiers of scholarship and creative activity and who are prepared for the complexities of an interdependent world;
- Cultivate a community of learning energized by collaborative work among students, faculty, staff and external partners.
- Nurture an environment that values and manifests diversity, internationalization, free expression, academic freedom, personal integrity and mutual respect; and
- Promote opportunities for personal health and growth, physical health, athletic competition and leadership development for all members of the university community.

As Wyoming's only public university, we are committed to scholarship, 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.

TRUSTEES OF THE UNIVERSITY OF WYOMING AGENDA
May 9-11, 2018

WORK SESSIONS

Academic and Student Affairs Committee (*ad hoc committee*) – Sullivan

- Notice of Intent: Cybersecurity Certificate Program – Alexander1

Facilities Contracting Committee – McKinley

- HAPC Change Order for Reconstruction of the Coffee/Copy Room – Kibbon.....5
- West Campus Satellite Energy Plant Construction Delivery Method – Kibbon7
- Wyoming Public Radio, Afton, WY Site Lease Extension with Western Wyoming Radio – Mai/Decker8
- Wyoming Public Radio, Sheridan, WY Site Lease with the United States Forest Service– Mai/Decker15
- Wyoming Union Visioning Study: Planning Team and RFQ – Blackburn.....26
- Albany Community Health Clinic Lease at 1174 N. 22nd Street, Laramie, WY – Mai/Decker/Jones51

UW Regulation Review Committee (*ad hoc committee*)

- Approval of Modifications to the UW Regulations – MacPherson/Evans
 - ✓ UW Regulation 1-101 (UW Regulations and Standard Administrative Policies and Procedures).....79
 - ✓ UW Regulations 6-41 (Financial Exigency); UW Regulation 6-42 (Budget Constraints); UW Regulation 6-43 (Academic Program Reorganization, Consolidation, Reduction and Discontinuance); UW Regulation 6-44 (Appeal Procedures)89
 - ✓ UW Regulation 8-2 (Degrees and Diplomas).....122
- Modifications to Bylaws of the Trustees of the University of Wyoming – MacPherson128
 - ✓ UW Board of Trustees Annual Schedule of Items to Approve, Discuss or Report
 - ✓ Academic and Student Affairs Committee

Biennium Budget Committee – McKinley144

- ✓ Annual Operating Budgets for the Next Fiscal Year – McKinley/Jewell
[Included in the Student Affairs Budget presentation will be the ASUW Annual Fiscal Year Budget (Per UW Regulation 8-249, “ASUW shall prepare and present for approval to the Board, through the University President, an annual fiscal year budget for conducting its programs, services, and operations.”)]

Discussion: Overview of Tenure and Promotion Process – Miller/Benham-Deal145

Annual Internal Audit Plan for FY19– Marsh/Kathleen Miller161

Update on Legislative Interim Studies – Asay163

[May include updates on the committees and task forces studying housing, medical residencies, and common community college transcripts]

Cybersecurity – Aylward	164
Presentation re: Pilot Hill Project – Kite/Brown.....	165

BUSINESS MEETING

Roll Call

Approval of Board of Trustees Meeting Minutes

April 11, 2018 (conference call)

Approval of Executive Session Meeting Minutes

April 11, 2018 (conference call)

Committee Appointments and Appointment of Committee Chairs

[See list of committees, boards and councils attached.]

Administer Oath to Board Secretary (W.S. Sec 21-17-206) [File Oath of Office]

Reports

ASUW

Staff Senate

Faculty Senate

Public Testimony

[To be held Thursday, May 10, from 11:00-11:30 a.m.]

Committee of the Whole

REGULAR BUSINESS

Board Committee Reports

[Note: Some committees of the Board will provide reports during the regular work sessions and may not have a formal report to provide during the Business Meeting.]

Trustee Standing Committees

Committee reports to be given at the start of the regular meeting rather than during the Business Meeting.

Liaison to Other Boards

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

Proposed Items for Action:

I.	Contracts and Grants, Synakowski/Yates	166
II.	Personnel – Academic Report and Non-Academic Report – Miller/Benham-Deal	172
	<i>[Includes reappointment, tenure, promotion, and extended terms for faculty and AP's]</i>	
III.	Board Appointments for WRI – Synakowski	173
IV.	Approval of Agreements, Contracts and Procurements – Evans <i>[Item will be presented and materials provided at meeting, if necessary]</i>	
V.	Master List of Degrees – Miller/Alexander	174
VI.	Approval of 2019 and 2020 Trustee Meeting Schedules – MacPherson.....	183
VII.	Designate Depositories for UW Funds, Jewell	186
VIII.	Set the Amount of the Deputy Treasurer's and Treasurer's Bond and Designate/Set Any Other Appropriate Bonds (W.S. 21-17-203) – McKinley/Mai/Evans	189

INFORMATION ONLY:

✓	Contracts and Procurement Report (per Signature Authority Regulation) – Evans	291
✓	Capital Construction Report (progress update, including change orders) – Mai.....	296
✓	Construction Update – Mai	213
✓	Foundation Monthly Giving Report - Blalock.....	215

New Business – July 10-13, 2018, Trustee Out-of-Town Meeting (Cody, Wyoming)

Date of Next Meeting – June 13, 2018 (conference call)

Adjournment

Commencement related activities are scheduled to begin with the first event at 10:30 a.m. in the Arts and Sciences Auditorium.

Note: The President's Commencement Dinner is scheduled for Friday, May 11 in the Marian H. Rochelle Gateway Center. 6:00-7:00 p.m. – cocktails; 7:00-8:00 p.m. – dinner. Invitation only event.

AGENDA ITEM TITLE:

Notice of Intent: Cybersecurity Certificate, Alexander

CHECK THE APPROPRIATE BOX(ES):

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

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Employers are heavily recruiting recent college graduates that have proven cybersecurity content knowledge from reputable academic institutions. The Cybersecurity Education And Research Center (<http://www.uwyo.edu/CEDAR>), in alignment with requirements from the National Security Agency (NSA) and Department of Homeland Security (DHS), has developed and identified a cybersecurity course sequence that enables undergraduate students to achieve high theory and skill competence in relevant cybersecurity concepts. The proposed "Cybersecurity Education and Research Certificate" recognizes not only individual students, but also the university as a leader in cybersecurity education in both the state, the region, and ultimately the nation. The certificate is a requirement to achieve NSA/DHS designation for UW as a Center of Academic Excellence in Cybersecurity. The NSA and DHS have specified a list of required "knowledge areas" to achieve the designation. We have mapped our courses onto these knowledge areas to arrive at the requirements for the certificate. This degree will tap into UW's existing strengths, use innovative curriculum, and serve a growing market need in Wyoming and across the nation.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Notice of Intent for this degree proposal was submitted to the Board Academic and Student Affairs Committee in November of 2017, receiving a positive recommendation.

WHY THIS ITEM IS BEFORE THE BOARD:

The proposers have completed stakeholder vetting, including a Notice of Intent to the Academic and Student Affairs Committee of the Board, a feasibility study for the UW shared-governance bodies (Faculty Senate, ASUW, and Staff Senate), and the Deans and Directors and Executive Councils. Academic Affairs supports the degree proposal as evidenced by the Letter of Commitment included from the Provost. The final Request for Authorization is submitted for the Board's consideration and approval.

ACTION REQUIRED AT THIS BOARD MEETING:

Approval of the Request for Notice of Intent for the Cybersecurity Education and Research Undergraduate Certificate program.

PROPOSED MOTION

I move to approve the Request of Intent for the proposed certificate program in Cybersecurity Education and Research.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

Academic Program Proposal Notice of Intent
For an undergraduate course-based Cybersecurity Certificate
Computer Science Department

CEDAR Center
Dr. Mike Borowczak
October 23, 2017

Cybersecurity Certificate Undergraduate Program

Rationale & Alignment

As with many highly specialized and rapidly advancing fields, employers are heavily recruiting recent college graduates that have proven cybersecurity content knowledge from reputable academic institutions. The field of cybersecurity, while broad, is squarely situated within the computing domain. The Cybersecurity Education And Research Center (<http://www.uwyo.edu/CEDAR>), in alignment with requirements from the National Security Agency (NSA) and Department of Homeland Security (DHS), has developed a cybersecurity course sequence that enables undergraduate students to achieve high theory and skill competence in relevant cybersecurity concepts.

The "Cybersecurity Education And Research Certificate" recognizes not only individual students, but the university as a leader in cybersecurity education in both the state, the region, and ultimately the nation. The certificate is a requirement to achieve NSA/DHS designation for the University of Wyoming as a Center of Academic Excellence in Cybersecurity. The NSA and DHS have specified a list of required "knowledge areas" to achieve the designation. We have mapped our courses onto these knowledge areas to arrive at the requirements for the certificate.

Description of the New Curriculum

The following courses (or equivalent industry experience) are required for the Undergraduate Cybersecurity Education And Research Certificate (Course Numbers Subject To Change):

1. Computer Science II [CS 2030]
2. Statistics [STAT 2070 or higher] or Machine Learning [CS 4555]
3. Database Systems [CS 4820] or Data Mining / Cybersecurity and Data Science [CS 4000 Level]
4. Networks [CS 4760 or ECE Equiv.]
5. System Administration* [CS 4750] or another Cybersecurity Topics Course [CS 4000 Level]
6. Computer Security [CS 4765]
7. Advanced Topics in Cybersecurity [CS 4000 Level]

The pre-requisites for these courses are not explicitly required for the certificate. This may allow non-traditional students or working professionals, who may be able to waive individual course pre-requisites, on a case-by-case basis, the opportunity to complete the certificate. Foundational courses, especially those dealing with programming, databases, and networks, may be waived for professionals with prior work experience. This could allow us to offer the certificate program online in the future. In case by case instances, certain course requirements may be waived in lieu of

the completion of senior capstone project that incorporates material normally covered within the course(s) being substituted.

Learning Outcomes

The purpose of this certificate is recognize students who have completed course work with specific National Security Agency (NSA) and Department of Homeland Security (DHS) National Centers of Academic Excellence in Cyber Defense (CAE-CD) Knowledge Units (KUs). A mapping between these CAE-CD KUs and the National Initiative for Cybersecurity Education (NICE) Workforce Framework 2.0 has been developed that enabled employers to recognize students with a particular knowledge base and skill set. While the ultimate learning outcomes from this certificate is captured fully in a 50+ page multi-government organization document - the broad learning outcomes include 68 specific knowledge units including:

- Basic Data Analysis
- Basic Scripting
- Cyber Defense
- Cyber Threats
- Fundamental Security Design
- Cryptography
- Information Assurance
- IT System Components
- Networking Concepts
- Policy, Legal, Ethics, and Compliance
- System Administration
- Databases
- Network Defense
- Networking Technology and Protocols
- Operating Systems Concepts
- Probability and Statistics
- Programming

Needed Resources

No additional special resources are currently needed. As the program develops, additional resources (e.g. faculty, online courses, equipment etc) may be required to accommodate the increased student population. It is expected that any such additional resource needs would follow established request pathways.

Anticipated Enrollment and Acceptance to the Certificate Program

Based on current growth in computer science, and current enrollment in cybersecurity courses, the anticipated certificate enrollment is 15-25 students per year. There is no special acceptance criteria to the certificate program. Any student meeting the pre-requisites to take the courses required are also eligible for the certificate.

Certificate Administration

The administration of the certificate is the responsibility of the Cybersecurity Education And Research Center and the Computer Science Department. The primary point of contact will be the Director of the Cybersecurity Education And Research Center (Dr. Mike Borowczak as of January 2017; Mike.Borowczk@uwyo.edu) or another Computer Science designee.

Other Details and Timeline

- Currently there are no fees associated with this certificate
- Academic Credits are required for the certificate, and as such, the certificate should appear on final transcripts
- With courses already in place, the anticipated implementation of the certificate is expected for the Spring 2018 graduates.

AGENDA ITEM TITLE:

HAPC Change Order for Reconstruction of the Coffee/Copy Room, Kibbon

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 Rochelle Athletic Center copy room and coffee bar finishes are outdated and at the end of their useful life.

A proposal request was issued to GE Johnson to demolish the existing finishes, reinstall electrical in appropriate locations and provide new finishes throughout.

The costs associated with this change total \$34,698.00 which would come from the Owner's construction contingency. This will leave a balance of \$555,392 in the Owner's Construction Contingency.

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 Construction Manager at Risk firm, GE Johnson Construction Wyoming.
- February 2016 – Board of Trustees approved naming of the “Mick and Suzie McMurry High Altitude Performance Center”.
- March 2016 – Board of Trustees approved the exterior design of the Mick and Suzie McMurry High Altitude Performance Center.
- July 2017 – Board of Trustees approved entering into a construction change directive for the installation of the audio visual/information technology equipment.
- August 2017 – Board of Trustees approved executing construction change directives for all changes not-to-exceed \$50,000 per occurrence and in the cumulative amount of the Owner's construction contingency.
- November 2017 – Board of Trustees approved executing change orders for furnishing and installing the entire audio visual and information technology package, \$813,342.00, and procurement and installation of the entire food service/kitchen equipment package, \$314,053.00.
- January 2018 – Board of Trustees approved executing a change order to shift the lettering in the ceiling of the locker room from the graphics package to GE Johnson Construction. This shifted \$60, 295.00 from the graphics budget line to GE Johnson.
- March 2018 – Board of Trustees approved executing a change order in the amount of \$67,252.00 for the installation of the appropriate number of shower heads within the football locker room.

WHY THIS ITEM IS BEFORE THE BOARD:

UW Regulation 1-102(B) requires that any change order to a Construction Manager-at-Risk contract over \$25,000 requires Board approval. Additionally, the cumulative amount of all changes is in excess of 40% of the Owner's contingency, thus all changes toward the Owner's construction contingency will require Board approval.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to execute a change order to GE Johnson in the amount of \$34,698.00 for the reconstruction of the coffee bar/copy room within the HAPC

PROPOSED MOTION

"I move to allow Administration to execute a change order to GE Johnson Construction in the amount of \$34,698.00 to reconstruct the coffee bar/copy room for the Mick and Suzie McMurry High Altitude Performance Center project."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE:

West Campus Satellite Energy Plant Construction Delivery Method, Kibbon

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 design documents for the West Campus Satellite Energy Plant are complete through Preliminary Design and the design team is prepared to move in to the Construction Document Phase.

As design progresses it is important to inform the design team of the construction delivery method the University intends to use for the project. Knowing the delivery method ensures the design team understand the level of detail required within their documents and the timeframe by which they have to finalize the documents.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board, after review and recommendation by the Facilities Contracting Committee, is required to select the construction delivery method for capital construction projects, pursuant to paragraph 6 of the Trustees *Project Development Policy and Procedure for UW Capital Construction for Major Projects*, which states: "The Vice President for Administration, subject to the approval of the President, shall submit a recommendation for construction delivery method to the Facilities Contracting Committee for review prior to the submission to the Board."

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the recommendation of the Board's Facilities Contracting Committee for selection of the construction delivery method for the West Campus Satellite Energy Plant project.

PROPOSED MOTION

"I move to approve the recommendation made by the Facilities Contracting Committee regarding the selection of the construction delivery method for the West Campus Satellite Energy Plant project."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE:

Wyoming Public Radio, Afton, WY Site Lease Extension with Western Wyoming Radio, Mai/Decker

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:

This agenda item is to request approval to extend an existing lease agreement for the Wyoming Public Radio (WPR) site near Afton, Wyoming. The site is located approximately seven miles northwest of Afton and the University leases space at the site for WPR's radio broadcast equipment.

The University of Wyoming and Western Wyoming Radio, Inc. (WWR) first entered into a five (5) year lease agreement on May 14, 2008. The lease allowed WPR to operate and maintain an antenna system on WWR's tower, and to use radio communications equipment located in WWR's building at the site. In May of 2013, the agreement was renewed for another five (5) year term ending May 13, 2018. In December 2015, the University was notified and acknowledged that Sunnybrook, LLC had acquired the FM radio tower structure and building at the site from WWR. The current term of the lease ends May 13, 2018, and both WPR and Sunnybrook, LLC desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Afton area.

Sunnybrook, LLC, the University's Lessor, is a Lessee in a ground lease agreement with the landowner, Lower Valley Power and Light. The ground lease grants Sunnybrook, LLC the right to maintain a tower and related facilities at the site, including the right of access and the right to sublease space and facilities on the site to third parties, including but not limited to the University of Wyoming. The University has the ability to terminate the lease agreement with Sunnybrook, LLC if funding is no longer available or upon 120 days advance written notice to the Lessor.

The current annual lease rent is \$3,925.00 and the annual lease rent for the next five-year term is proposed as follows:

- Beginning 14 May 2018, ending 13 May 2019 - \$4,050.00 per year
- Beginning 14 May 2019, ending 13 May 2020 - \$4,175.00 per year
- Beginning 14 May 2020, ending 13 May 2021 - \$4,300.00 per year
- Beginning 14 May 2021, ending 13 May 2022 - \$4,425.00 per year
- Beginning 14 May 2022, ending 13 May 2023 - \$4,550.00 per year

A review of rental rates for comparable radio communications sites in the region ranged from \$1,800 to \$15,148 per year. The average annual rent in the region is \$5,450. Given this sites location and audience base, it would be anticipated for rent to be near the upper end of the average. After accounting for outliers, the median and upper quarter of rent in the region indicates a rental

rate range from \$4,000 to \$4,500. The total rent to be paid over the five (5) year term extension is \$21,500.00.

The lease extension includes an increase in rent of \$125.00 per year, equaling an average increase of 2.96% over the five (5) year term. The average annual escalation rate for other University radio communications site leases in the region is 3.4%. After reviewing lease rent rates, the proposed annual rent for the term of the agreement is supported and within an acceptable range of available rental data.

At the direction of the Facilities Contracting Committee, the administration has finalized the amendment to extend the agreement for another five (5) year term ending May 13, 2023. The lease agreement amendment has been signed by the Lessor and is ready for the University's signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to Wyoming Statute 21-17-204, the Board of Trustees "may possess and use for the benefit of the institution all property of the university" and may "hold, manage, lease or dispose of, according to law, any real or personal estate as is conducive to the welfare of the institution."

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute Amendment No. 2 to extend the lease agreement for an additional five (5) year term with Sunnybrook, LLC, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:

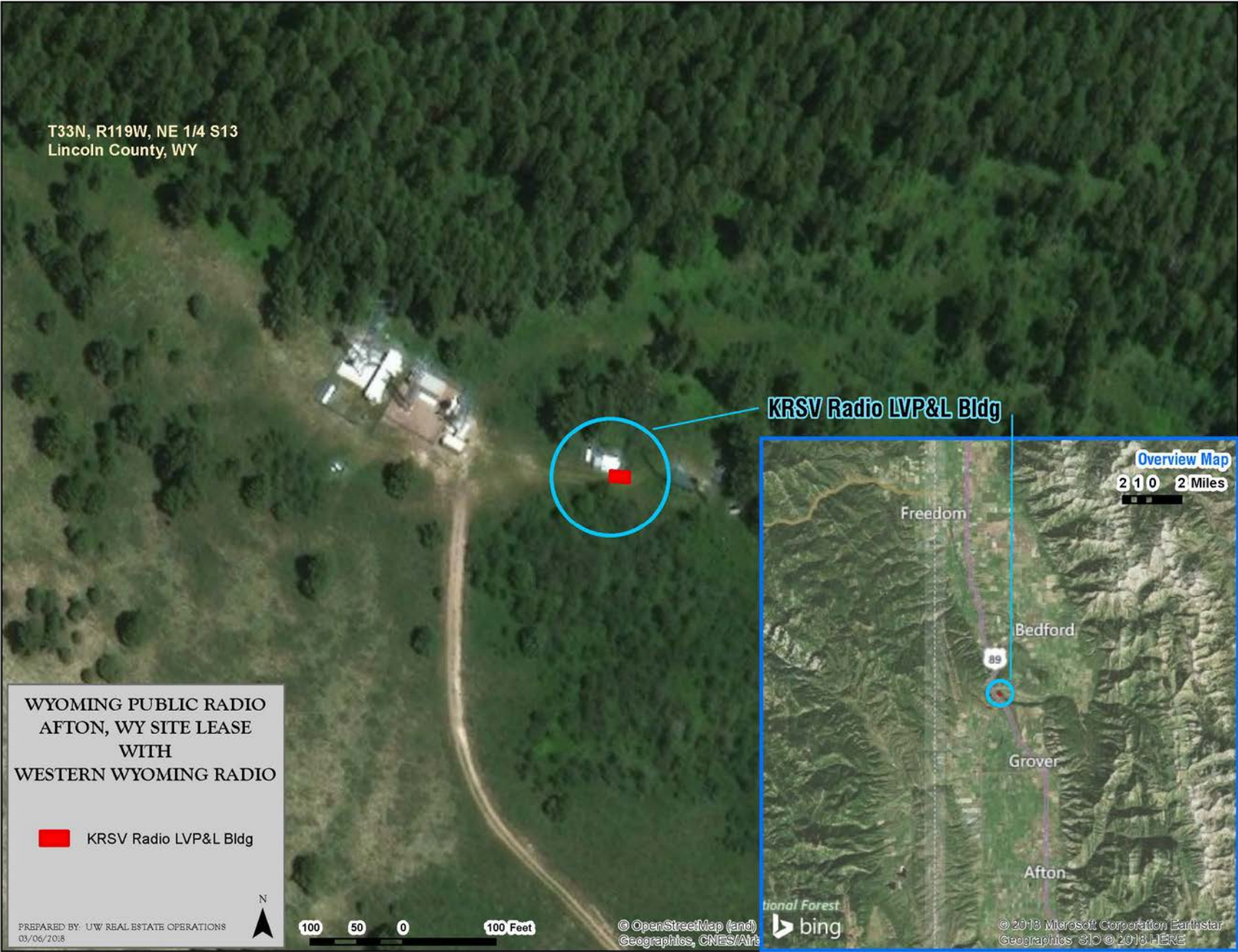
Board approval or disapproval of the recommendation of the Board's Facilities Contracting Committee.

PROPOSED MOTION:

"I move to authorize Administration to execute Amendment No. 2 to the lease agreement with Sunnybrook, LLC for a five (5) year term ending May 13, 2023, as presented to the Board."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



**AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING**

This Amendment No. 2 to the Lease Agreement dated 14 May 2008 between Western Wyoming Radio, Inc., with offices in Afton, Wyoming ("Lessor") and the Trustees of the University of Wyoming, a body corporate duly organized and validly existing under the Constitution and laws of the State of Wyoming, located in the City of Laramie, County of Albany, State of Wyoming, for Wyoming Public Radio ("Lessee"), is effective 14 May 2018.

WHEREAS, Lessor, as a lessee, has an agreement with (the Property Owner (LOWER VALLEY POWER AND LIGHT) that grants Lessor the right to have and maintain the existing tower or a replacement tower and related facilities on the site, including the rights of access and the provision of utilities and the right to sublease space and facilities on the site to third parties, including but not limited to Lessee; and

WHEREAS Lessee desires to continue to operate an antenna system on said radio tower and to continue to use certain radio communications equipment and thereafter to operate and maintain said antenna and equipment upon and subject to the terms and special conditions, if any herein; and

WHEREAS, Lessor has notified Lessee of Lessor's desire to change to whom the term "Lessor" refers in said Lease Agreement for the remainder of said term and subsequent terms; and

WHEREAS, the Lease Agreement dated 14 May 2008 has expired, Amendment No. 1 will expire 13 May 2018, and Lessor and Lessee have notified each other of their mutual desire to renew said Lease Agreement; and

WHEREAS, Lessor has agreed to renew said lease for one (1) additional term as set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to revise the above Agreement by this Amendment as follows:

Effective the 1st day of December 2015, Lessor is referred to as Sunnybrook, LLC with offices in Afton, Wyoming.

9. Term of Agreement

- a. This Agreement shall be for a term of five (5) years commencing on the 14th day of May 2018 and ending on the 13th day of May 2023.

10. Lease Term & Payment

- d. The annual lease payments shall be as follows:
- i. Beginning 14 May 2018, ending 13 May 2019 - Four-Thousand Fifty (\$4,050.00)
 - ii. Beginning 14 May 2019, ending 13 May 2020 - Four-Thousand One-Hundred Seventy-Five (\$4,175.00)
 - iii. Beginning 14 May 2020, ending 13 May 2021 - Four-Thousand Three-Hundred (\$4,300.00)
 - iv. Beginning 14 May 2021, ending 13 May 2022 - Four-Thousand Four-Hundred Twenty-Five (\$4,425.00)
 - v. Beginning 14 May 2022, ending 13 May 2023 - Four-Thousand Five-Hundred Fifty (\$4,550.00)

**AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING**

12. Notice:

All notices to be given under the terms hereof shall be sent by certified mail , addressed to the respective parties at the following addresses:

Lessor:

Sunnybrook, LLC
P.O. Box 1776
Afton, WY 83110

Lessee:

University of Wyoming
Dept. 4308, Real Estate Operations
1000 E. University Avenue
Laramie, WY 82071
tele: 307-766-2936/2937
email: reo@uwyo.edu

18. Governmental Provisions:

- a. Funding: This Lease is subject to the available funding of the Lessee. Should the governmental source of funds fall to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Lessee may terminate the Lease without cause and without liability.
- b. Indemnification: Lessor shall defend, indemnify and hold harmless the State of Wyoming, the University of Wyoming, its Trustees, officers, agents, employees and representatives from any and all claims for loss or damage to property or personal injury or death to persons, including costs, expenses and reasonable attorney fees, arising from the negligent or wrongful acts or omissions of Lessor, its officers, agents, employees and representatives.
- c. Sovereign Immunity: The University of Wyoming does not waive it's sovereign immunity and/or it's governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
- d. Governmental Claims: Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- e. Interpretation: The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
- f. Equal Employment Opportunity: Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability,

AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING

age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

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

- g. Americans with Disabilities Act: The Lessor shall comply with the Americans with Disabilities Act (ADA) § 42 U.S.C. 12101, et seq.

INCORPORATION OF AMENDMENT INTO ORIGINAL LEASE

The signing of this Amendment shall incorporate this Amendment into the LEASE. All other terms and conditions of the original lease remain in effect. It is further intended that in the event of any inconsistency between the LEASE and its other attachments and this Amendment, that the terms of this Amendment be constructed as final and binding.

IN WITNESS HEREOF, the Parties to this Amendment, through their duly authorized representatives, have executed this document on the date set out below.

Lessor:
Sunnybrook, LLC

Jerry Hansen 18 April 2018
DATE
Jerry Hansen,
General Manager

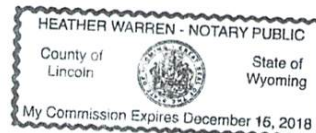
ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Heather Warren
this 15th day of April, 2018.

WITNESS my hand and official seal.

Heather Warren
Notary Public



My Commission expires: 12/15/18

AMENDMENT NO. 2
TO THE LEASE AGREEMENT
BETWEEN
WESTERN WYOMING RADIO, INC.
AND
TRUSTEES OF THE UNIVERSITY OF WYOMING

Lessee:
University of Wyoming

William Mal DATE
Vice President for Fiscal Administration
Deputy Treasurer, Board of Trustees

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF PARK)

The forgoing instrument was acknowledged before me by _____

this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

AGENDA ITEM TITLE:

**Wyoming Public Radio, Sheridan, WY Site Lease with the United States Forest Service,
Mai/Decker**

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:

This agenda item is to request approval for a Communications Use Lease between the University of Wyoming and the United States Forest Service (USFS) for a Wyoming Public Radio (WPR) transmission site. The site is located in the Big Horn National Forest, approximately fourteen (14) miles southwest of Sheridan, Wyoming at the Bosin Rock Communication site. Relocation to the site continues WPR service to the greater Sheridan area.

Beginning in 1997, WPR had previously leased antenna and equipment shelter space at the Banner Mountain communications site to provide radio service to the Sheridan area. The site was located approximately sixteen (16) miles southeast of Sheridan, Wyoming with the land owned by the Wyoming State Land Board and leased to communications users. In 2016, the State Land Board sold the land containing the Banner Mountain site and WPR was instructed to vacate the site by September of 2017.

WPR relocated to an equipment building that was purchased from Mission Broadcasting at the Bosin Rock Communications site on land owned by the USFS. The relocation was allowed pending the completion of a communications lease with the USFS for communications use. Current broadcasting by WPR is at low power due to the limitations of the current facilities and is generating a significant number of complaints from the listening audience. The proposed lease with the USFS allows for:

- One existing 12 foot X 16 foot concrete block equipment shelter;
- Construction of one, 90 foot self-supporting lattice tower; and
- One ground mounted satellite dish.

The tower and the improvements have been budgeted for by Wyoming Public Media and are estimated to cost \$50,000 with an additional \$100,000 of equipment upgrades to the site. Plans for the final tower design have been sent to the USFS Denver Field Office for review, with approval pending execution of the lease. Construction of the new tower facilities at the site are planned for this spring/summer to meet the FCC construction permit expiration deadline in September. The improvements will greatly improve current transmission quality, in addition to expanded coverage, in the Sheridan area.

The lease is proposed for a thirty (30) year term with an effective date of July 27, 2017, retroactive to the date the site was re-located to Bosin Rock, and a termination date of July 26, 2047. The rental fee will be waived by the USFS for the lease since the University is a state government agency. The USFS was unable to accept additions to clauses or add any additional language to the lease as

requested by the University. If in the event the University no longer wants to lease the site, the University can request the lease be terminated with USFS approval, which would require the University's improvements to be removed or the improvements be assigned/sold to another qualified entity.

At the direction of the Facilities Contracting Committee, the administration has finalized the communications use lease with the USFS at the Bosin Rock Communications site. It is USFS policy that the USFS signs the lease last, since they are the granting agency. The lease is attached and ready for the University's signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to Wyoming Statute 21-17-204, the Board of Trustees "may possess and use for the benefit of the institution all property of the university" and may "hold, manage, lease or dispose of, according to law, any real or personal estate as is conducive to the welfare of the institution."

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the Communications Use Lease agreement for a thirty (30) year term with the United States Forest Service, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the recommendation of the Board's Facilities Contracting Committee.

PROPOSED MOTION:

"I move to authorize Administration to execute the Communications Use Lease with the United States Forest Services at the Bosin Rock Communications site for a thirty (30) year term ending July 26, 2047 as presented to the Board."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



Auth ID: TNG710
Contact Name: UNIVERSITY OF WYOMING
Expiration Date: 12/31/2047
Use Code: 816

FS-2700-10b (V.01/17)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
Section 501(a)(5) of the Federal Land Policy and Management Act,
43 U.S.C. 1761(a)(5)**

UNIVERSITY OF WYOMING of 1000 E. UNIVERSITY AVE., DEPT. 3984, LARAMIE, WY 82071.

This lease is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to UNIVERSITY OF WYOMING, its agents, successors, and assigns (hereinafter the "lessee").

The United States and the lessee are jointly referred to in this lease as the "parties." The term "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the BIGHORN NATIONAL FOREST in which the following described lands are located.

The United States, in consideration of the terms and conditions in this lease and the payment to the United States of rent in advance by the lessee, hereby issues the lessee a lease for the following described communications facility in the County of WY: SHERIDAN State of WYOMING, Sec. 29, T. 54 N., R. 85 W., 6TH PRINCIPAL MERIDIAN (hereinafter called the "lease area"). The lessee accepts this lease and possession of the lease area, subject to any valid existing rights, and agrees to use the lease area only for construction, operation, maintenance, and termination of a FM broadcasting communications facility. Authorized facilities under this lease include:

Equipment shelter(s): (1) 12'X 16' concrete block
Antenna support structure(s): (1) 90' self-supporting lattice tower, (1) ground mounted satellite dish
Ancillary structure(s): None

The location of the lease area is described or shown generally in the communications site management plan and/or communications site map dated 07/27/2017 for the Bosin Rock Communications Site, which is attached as Appendix A of this lease. This and any other appendices are hereby incorporated into this lease.

Any additional appendices to this lease are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

This lease is issued subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 12/31/2047. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the authorized officer. This lease is not renewable, but the lessee has the right to request a new lease.

B. If the lessee desires a new lease upon termination of this lease, the lessee shall notify the authorized officer accordingly, in writing. The notice must be received by the authorized officer at least one year prior to the end of the lease term. The authorized officer shall determine if the use should continue and, if it is to continue, if a new lease should be issued to the lessee and under what conditions. The authorized officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

C. This lease is assignable with prior written approval of the authorized officer, except when rent has been exempted or waived in whole or in part. Renting of space does not constitute an assignment under this clause.

II. RENT

A. The lessee shall pay rent annually in advance as determined by the authorized officer in accordance with law, regulation, and policy. The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in rent, if applicable.

B. Rent is due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rent falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease shall terminate if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any rent not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rent is due and payable by the due date. No appeal of rent shall be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The lessee is authorized to rent space and provide other services to customers and tenants and shall charge each customer and tenant a reasonable rent without discrimination for the use and occupancy of

the facilities and services provided. The lessee shall not impose unreasonable restrictions or restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a certified statement listing all tenants and customers by category of use in the authorized facilities on September 30 of that year.

B. All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the lease area shall be in accordance with stipulations in the applicable communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the lease area, as well as revisions of those plans, must be prepared by a licensed engineer, architect, and/or landscape architect. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

C. The lessee shall comply with applicable federal, state, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the lessee under this lease are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the authorized facilities or lease area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this lease. The lessee waives all defenses of laches or estoppel against the United States. The lessee shall at all times keep the title of the United States to the lease area free and clear of all liens and encumbrances.

D. Use of communications equipment in the lease area is contingent upon possession of a valid Federal Communication Commission (FCC) license or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization and operation of the equipment in strict compliance with applicable requirements of the FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the lessee for each transmitter being operated. The lessee shall provide the authorized officer, when requested, with current copies of all FCC licenses and DTM/IRAC authorizations for equipment in or on facilities covered by this lease.

E. The lessee shall ensure that equipment within facilities authorized by this lease (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site covered by this lease. If the authorized officer or authorized official of the FCC determines that the lessee's use interferes with existing equipment, the lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or FCC official.

F. When requested by the authorized officer, the lessee shall furnish technical information concerning the equipment located in the lease area.

IV. LIABILITIES

A. The lessee assumes all risk of loss to the authorized facilities and ancillary improvements.

B. The lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource

Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment in the lease area.

C. The lessee shall indemnify, defend, and hold harmless the United States for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the lessee's use or occupancy of the lease area. The lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the lease area during the term of this lease. Indemnification shall include but not be limited to the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third-party claims and judgments; and all administrative, interest, and other legal costs. This clause shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the lease area or to warn of hazards and, if the Forest Service inspects the lease area, it shall incur no additional duty nor any liability for hazards not identified or discovered through those inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the lessee, the authorized officer may, on reasonable notice, cure the breach at the expense of the lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any action or proceeding to enforce the United States' rights hereunder, the sums paid by the United States, with all interests, costs, and damages, shall at the election of the Forest Service be deemed to be additional rent under this lease and shall be due from the lessee to the Forest Service on the first day of the month following that election.

V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

B. Revocation, Termination and Suspension

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the authorized officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the authorized facilities on the property for a period of 1 years.

3. Except in emergencies, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the authorized facilities, based on the Lessee's federal tax amortization schedules.

5. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR 214.

6. If upon expiration of this lease the authorized officer decides not to issue a new lease, or the lessee does not desire a new lease, the authorized officer and the lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site lease area.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the lessee from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (i)(1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720 et seq.). If this lease is revoked for noncompliance, the lessee shall remove all authorized structures and improvements, except those owned by the United States, within 90 days, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is waived in writing by the authorized officer.

If the lessee fails to remove all authorized structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. No member of or delegate to Congress or resident commissioner shall benefit from this lease whether directly or indirectly, other than to the extent the lease provides a general benefit to a corporation.

D. This lease is issued subject to the following reservations by the United States:

1. The right of the United States to all natural resources now or hereafter located in the lease area unless stated otherwise, and the right to utilize or dispose of those resources insofar as the rights of the lessee are not unreasonably affected.
2. The right of the United States to modify the communications site management plan as deemed necessary.
3. The right of the United States to enter the lease area and inspect all authorized facilities to ensure compliance with the terms and conditions of this lease.
4. The right of the United States to require common use of the lease area and the right to authorize use of the lease area for compatible uses.

E. The Forest Service and the lessee shall keep each other informed of current mailing addresses.

F. This lease supersedes a special use authorization designated UNIVERSITY OF WYOMING, TNG438, dated 12/21/2009.

G. If there is any conflict between any of the preceding printed clauses and any of the following clauses the preceding printed clauses shall control.

H. Ground Surface Protection and Restoration (D-9). The holder shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

I. Removal and Planting of Vegetation and Other Resources (D-5). This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the Authorized Officer or the Authorized Officer's designated representative has approved in writing and marked or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the Authorized Officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the Authorized Officer.

J. Noxious Weed and Exotic Plant Prevention and Control (D-10). The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Federal, State, or local agency. The holder shall follow prevention and control measures required by Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

K. Herbicide and Pesticide Use (D-18). Herbicides and pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, or fish without the prior written approval of the Authorized Officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the Authorized Officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

L. Archaeological-Paleontological Discoveries(X-17). The holder shall immediately notify the Authorized Officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the Authorized Officer. Protective and mitigative measures specified by the Authorized Officer shall be the responsibility of the holder.

M. Improvement Relocation (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

TNG710-UNIVERSITY OF WYOMING
COMMUNICATION USE LEASE

Bosin Rock Communication Site

THIS LEASE IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY LEASE IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE LEASE.

ACCEPTED:

WILLIAM MAI
VICE PRESIDENT FOR ADMINISTRATION
DEPUTY TREASURER, BOARD OF TRUSTEES
UNIVERSITY OF WYOMING

DATE

APPROVED:

ANDREW JOHNSON
FOREST SUPERVISOR
FOREST SERVICE
DEPARTMENT OF AGRICULTURE

DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

AGENDA ITEM TITLE:

Wyoming Union Visioning Study: Planning Team and RFQ, Blackburn

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:

Background on the Wyoming Union:

As an integral part of the University's educational mission, the Wyoming Union fosters a sense of community by providing quality programs, services and facilities that promote development, embrace diversity, and cultivate loyalty to the University. The Wyoming Union provides a nurturing environment within which students are encouraged to pursue excellence, to develop leadership, and to realize their potential. Home to many cultural and leadership programs and events, the Wyoming Union plays a key role in accomplishing many of the goals in Breaking Through: 2017-2022.

Originally constructed on March 3, 1939, the Wyoming Union is also known as the living room of campus. An addition in 1957, 1973 and a comprehensive renovation and addition in 2002 have transformed the Wyoming Union into a place where students, staff, faculty, and community come together. The facility offers over 19,000 square feet of outstanding meeting and conference space.

The building houses the University Store, Copy Center, and a variety of dining options. Home to the new Center for Student Involvement and Leadership: including ASUW Student Government, Fraternity and Sorority Life, Campus Activities Center, Service, Leadership and Community Engagement, Student Media, Non-Traditional Student Center, Rainbow Resource Center, the Multicultural Resource Center, and by August of 2018 the newly renovated Veterans Center. The Wyoming Union is a place where students can participate in a wide variety of programs, activities, leadership, and involvement opportunities that enrich the college experience.

The Wyoming Union is in high-demand for meeting, programming, and office space. A long-term vision is needed to make sure renovation dollars are efficiently spent and top strategic initiatives around enrollment, food service, and student engagement are prioritize appropriately. The Wyoming Union is the living room for students on and off-campus and needs professional guidance for its growth and management.

The current space allocation and square footage of the Wyoming Union may be found in the 2015 study. Exceptions include the newly renovated Veterans Center and the Center for Student Involvement and Leadership on the third floor. Two spaces are currently on hold pending this new study: The First Interstate Bank location on the main floor and Art Gallery in the basement.

Prior Visioning Study:

A prior visioning study was conducted in the fall of 2015 to consider the current and future needs of students, tenants, and the University within the Wyoming Union. The study was conducted by the space

planning and architectural design firm alm2s (attached). The report was issued in May of 2016. That study was limited to very near-term and inexpensive solutions. It was also conducted before the University's Strategic Plan and Strategic Enrollment Management (SEM) Plan were development. A comprehensive 30-year plan for the Wyoming Union is needed to advance the engagement mission of the University of Wyoming.

Project Development Policy and Procedure for UW Capital Construction Projects:

On Wednesday, March 22, 2017, then ASUW Senator Wetzel and Senator Defebaugh presented a *Union Expansion and Renovation Plan* (updated statement attached) to the Facilities Contracting Committee for both the Wyoming Union Visioning Study and the 10-Year Housing Study. ASUW then budgeted a maximum \$350,000 in their FY18 Budget consistent with ASUW Senate Bill 2561, which was subsequently approved by the Board during the June 2017 meeting.

The project is now ready for the next steps per UW Regulation 1-102B, either review of the Statement of Need and/or the naming of a Planning Team, and development of a request for qualified (RFQ) consultants.

The scope of the RFQ will be written to incorporate all the necessary elements of a statement of need or both a Level I Reconnaissance Study and a Level II Feasibility Study as defined by UW Regulation 1-102(B), depending on Facilities Committee feedback.

Purposed Planning Team:

Wyoming Union Visioning Planning Team:

1. Vice President for Student Affairs or Designee
2. Director of the Center for Student Involvement and Leadership or Designee
3. AVP and Dean of Students or Designee
4. A representative of UW Operations
5. ASUW President or Designee
6. A student representative at large appointed by ASUW
7. A Wyoming Union student employee
8. A Faculty Senate Representative
9. A Staff Senate Representative
10. A Trustee appointment by President McPherson

Proposed Schedule:

April 2018	Planning Team announced and RFQ published
May 2018	RFQ issued
June 2018	Planning Team selects top consulting firm
July 2018	Board of Trustees review and consider for approval of the selected consulting firm
Aug-Dec 2018	Visioning work
January 2019	Presentation to the Board of Trustees

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Facilities Contracting Committee considered this topic during a special conference call on April 16, 2018 and voted to recommend approval to the full board at the May 2018 Board meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

Notice by Vice President Mai and Blackburn of a Statement of Need, the creation of a Planning Team per the Project Development Policy and Procedure for UW Capital Construction Projects, and issuance of an RFQ.

ACTION REQUIRED AT THIS BOARD MEETING:

Consideration and action as appropriate.

PROPOSED MOTION

"I move to authorize administration to issue the RFQ for the Visioning Study for a maximum of \$350,000."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



ASUW's Union Expansion and Renovation Plan

Originally Presented: March 2017

Revised as Statement of Need: April 2018

The purpose of this document is to describe the goals of the ASUW Student Government for the continued prioritization of the expansion of the Wyoming Union. As the centerpiece of campus, the Wyoming Union's expansion is essential to the growth of student life and involvement academically and socially.

April 11, 2018



Originally constructed on March 3, 1939, the Wyoming Union is the geographical center of campus and known as the living room of campus. An addition in 1957, 1973, and a comprehensive renovation and addition in 2002 have transformed the Wyoming Union into a place where students, staff, faculty, and community come together. The Union offers over 136,000 square feet of meeting, retail, event, and conference space. In addition, the building houses the University Store, Copy and Print Center, and a variety of dining options. Student services include the ASUW Student Government, Fraternity and Sorority Life, Campus Activities Center, Service, Leadership and Community Engagement, Student Media, the Non-Traditional Student Center, the Rainbow Resource Center and the Multicultural Resource Center.

The University of Wyoming is aspiring for increases in student population, student organizations, and to attain the Carnegie Community Engagement Classification according to performance indicators in *Breaking Through: 2017-2022*. Many of the cultural, leadership, and community programs offered in the Wyoming Union require more space and 21st century technology. A comprehensive Union visioning plan was attempted in the fall of 2016, but due to major state-wide budget concerns, was constrained to cost-minimal planning. As the centerpiece of student life, the Wyoming Union has dire needs to be a priority in the plans of growth and investment on the campus of the University of Wyoming. A revitalized Wyoming Union has the potential to increase the inclusivity, involvement, and overall student experience, accomplishing many goals set forth in *Breaking Through*.

As the University of Wyoming strives to complete all four of the goals endorsed in the 2017-2022 strategic plan, the Wyoming Union will play an integral role in recruitment, retention, and development of our world leading graduates. The State of Wyoming and the University of Wyoming have shown dedicated support for the success of UW through investment in the facilities and opportunities of education on campus. The recent renovation of the Coe Library, the recent construction of the College of Business, Enzi STEM Undergraduate Lab Facility, High Bay Research Facility, and the current construction of the new Engineering Education and Research Building, there is no question of support for our academic endeavors, but the time has come to reinvest in our student development outside of the classroom.

Per the University of Wyoming Mission, “we seek to provide academic and co-curricular opportunities that will

- Nurture an environment that values and manifests diversity, internationalization, free expression, academic freedom, personal integrity and mutual respect; and
- Promote opportunities for personal health and growth, physical health, athletic competition and leadership development for all members of the university community.”

We’ve built our classrooms, we’re working on bedrooms, now it’s time to focus on our living room.

Benefit to Campus:

The benefit of an expansion and renovation to the Wyoming Union cannot be overstated. As students continue to engage in the rigors of college life, transitioning to global citizens, it is imperative that campus resources be available to assist. The Wyoming Union is not just the center of campus life and events, it also serves as a hub of education in a different light through cultural exposure and experiential learning. The Union develops an education experience for students and the community in ways no standard classroom can through events, formal presentations and speakers, alongside day-to-day interaction. The aim of expansion and renovation is to upgrade the conditions and opportunities of the facility and its technology; making the Union flexible in its physical space and digital capacity to grow with the demands of students. With the progression of the expansion and renovation, all aspects of campus education should be reflected in the Union, drawing interdisciplinary aspects from all corners of campus and student life. Such opportunities can include but should not be limited to:

- Additional event space
- Upgraded meeting and conference rooms
- Theatre style presentation spaces
- New and upgraded retail options
- Flexible physical space for business opportunities and initiatives
- More physical space for cultural/art demonstrations and experiences
- Technology upgrades to all areas

Moving Forward:

In consultation with the University of Wyoming and the Wyoming Union, the ASUW Student Government has encumbered \$350,000 from the ASUW Facilities Endowment to hire an architecture/planning firm with extensive expertise in student unions. The firm will be requested to perform the various elements of both a Level I Reconnaissance Study and a Level II Feasibility Study as defined by UW Regulation 1-102(B).

Throughout the planning process, feedback will be incorporated from student organizations that utilize the Wyoming Union, the general student body, and the members of the Wyoming Union Visioning Planning Team. As the process moves forward, it is the goal of the ASUW Student Government to keep student opinion at the forefront of the planning process as was a precedent set with the Half-Acre Gymnasium expansion.



TABLE OF CONTENTS

	Page
Credits	2, 3
Executive Summary	3
Construction History Timeline	4
Existing and Short Term Space Allocation	
• Lower Level	5
• Main Level	6
• Second Level	7
• Third Level	8
• Fourth and Fifth Levels	9
Narrative and Cost Estimate	10-11
Charrette Minutes	12-16
Visioning Concepts - Long Term	
• Lower Level	17
• Main Level	18
• Second and Third Levels	19

UNION VISIONING STUDY

University of Wyoming
May 2016





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EXECUTIVE SUMMARY

As part of a plan to envision what the Wyoming Union should and could be, the University of Wyoming (UW) commissioned a thorough visioning process to chart a course for the Union's future. **alm's** and envision strategies were selected in the Fall of 2015 to develop and lead a collaborative process where all the user groups and stakeholders were involved and a clear direction was determined.

The original 44,500 sq. ft. building, constructed at a cost of \$250,000, was dedicated on March 3, 1939 with College President Arthur Griswald Crane stating, "This Union is more than a play house, however valuable wholesome play may be. It means a place for business, for conferences, for music, for relaxation and recreation.....It is dedicated to training the art of living together, to team work, which is democracy.....The building is an extension of our homes and rooms in which we live."

Several major renovations and additions have occurred throughout the 75+ year history of the building including:

- 1957 addition of 33,000 square feet, to serve over 4,000 students.
- 1972 addition of 44,500 square feet, enlarging the building to 122,000 square feet.
- 2002 renovation and addition costing \$12.8 million, headed by a Union Board and a Re-Union Planning Committee, brought the building to its current size of over 136,000 square feet. Participants in the 2002 project included current Union Director Darcy DeTienne, Associate Union Director Kim Zafft and Faculty Member Michael Brown. All three are members of the current visioning core team.

The visioning study officially kicked off in November 2015 with an initial core team meeting to assist the design team with what are the perceived strengths and weaknesses of the existing facility. Generally, the team felt the Union functions well serving as home base, the heart of campus and a vibrant space for engagement. However, concerns included a general lack of space for many of the student-centric programs, structural limitations of the building (too many columns) and over-utilized in some areas/under-utilized in others.

Shortcomings that have been identified and need to be addressed include:

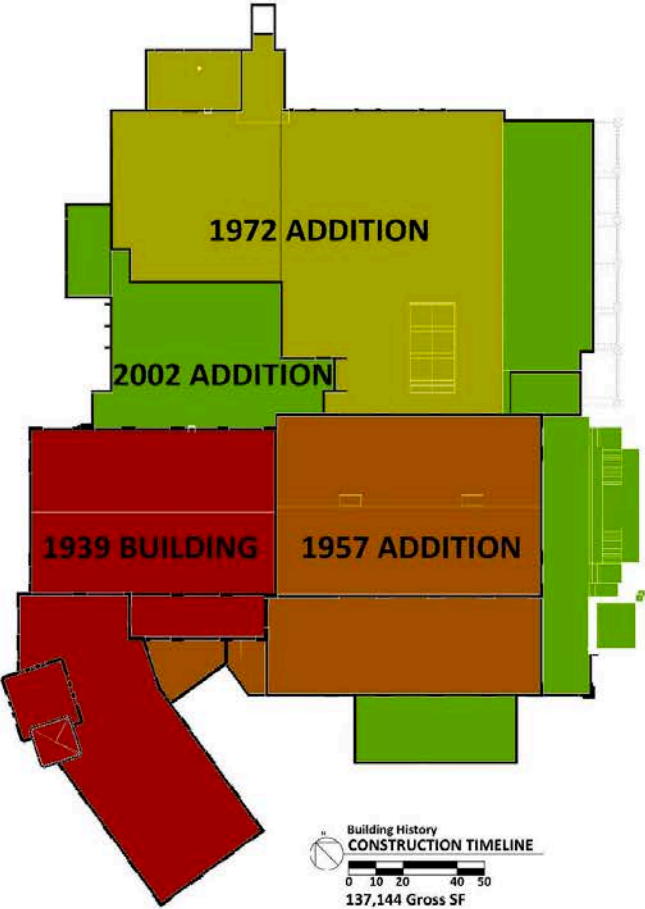
- Improve circulation, handicapped accessibility and way-finding, as well as more restrooms on the main level.
- Expand and improve the quality of the student-centric spaces, i.e., CAC, ASUW, FSL and the Resource Centers.
- Provide more program space for student groups and improve transparency – "See and Be Seen".
- Allow for High Touch, not just High Tech.

The preliminary concepts and spatial reallocations included in this document were developed through user group meetings, a two-day visioning charrette, tours of existing spaces and comparisons to similar facilities on other campuses in the region. The design team requested specific information from the users and stakeholders and documented the results based on expressed needs and professional experience.

Ultimately, the proposed short-term recommendations are based on a framework of quality physical spaces and necessary adjacencies that enhance the Union mission of student involvement and engagement.



CONSTRUCTION HISTORY TIMELINE





EXISTING & SHORT TERM SPACE ALLOCATION - LOWER LEVEL



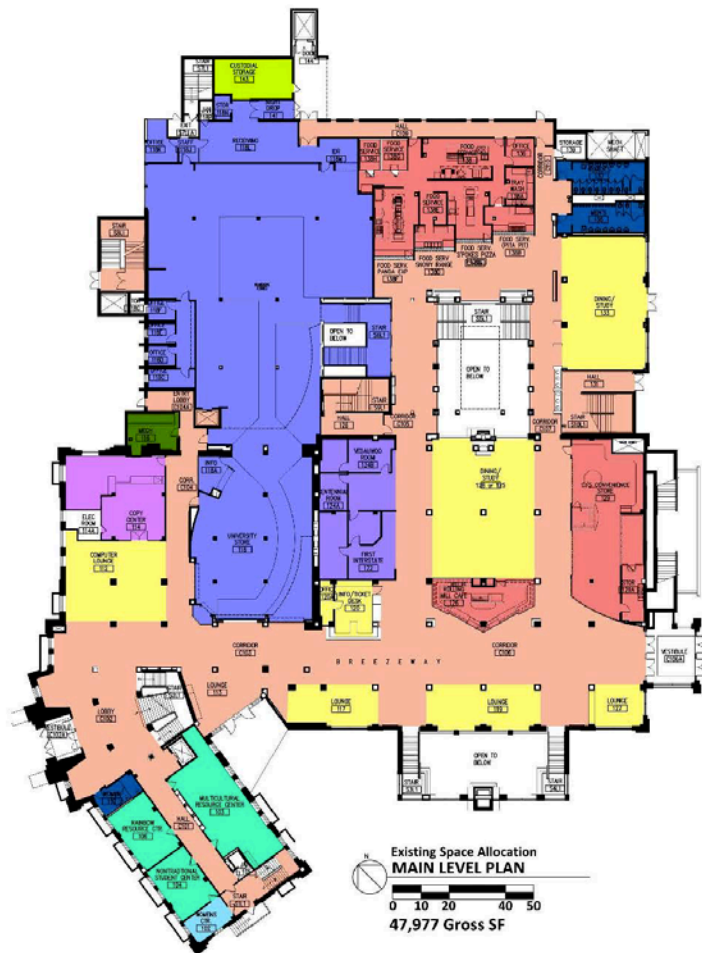
- UNION ADMIN/EVENTS-FRONT OF HOUSE
- UNION MARKETING
- UNION STORAGE/SUPPORT-BACK OF HOUSE
- CAMPUS ACTIVITIES CENTER (CAC)
- SERVICE, LEADERSHIP & COMMUNITY ENGAGEMENT (SLCE)
- ASSOCIATED STUDENTS OF WYOMING (ASUW & ASTEC)
- FRATERNITY-SORORITY LIFE (FSL)
- UNIVERSITY STORE
- COPY STORE
- DINING SERVICES
- STUDENT MEDIA
- UNION CUSTODIAL
- IT-CLIENT SUPPORT SERVICES
- MULTICULTURAL AFFAIRS
- CIRCULATION
- MECHANICAL
- RESTROOMS
- VETERAN AFFAIRS
- BANK - ATMs



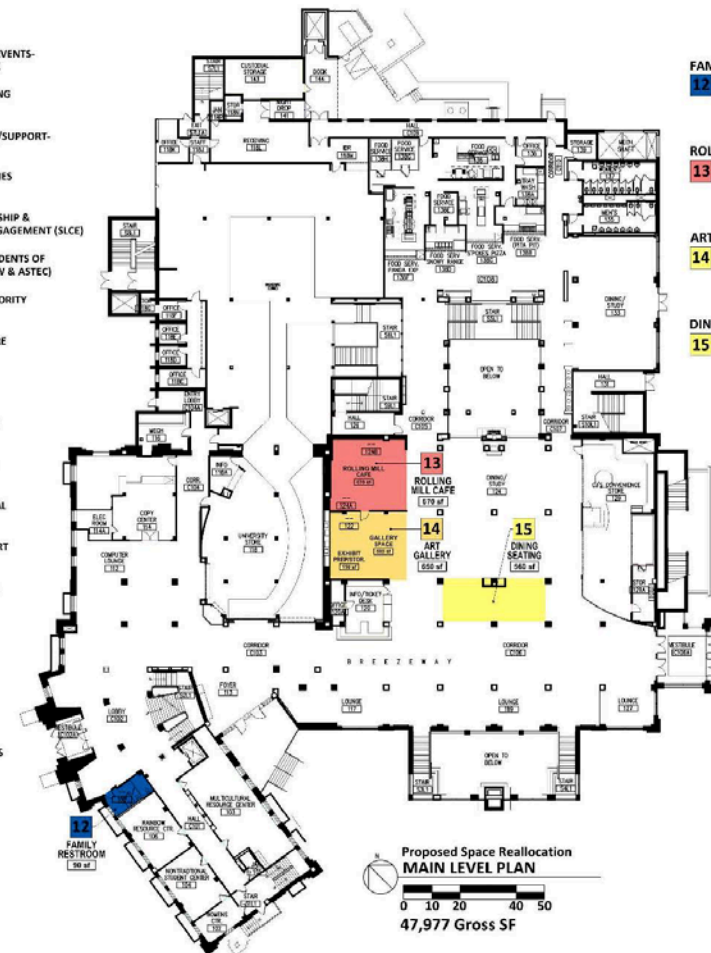
- SLCE**
1 VACATE 006, 011 & 013; RELOCATE TO CURRENT ADMIN. SUITE. NEW NET TOTAL SQ. FT. = 1,364 SF (+267 SF)
- ADMINISTRATION**
2 VACATE 001, 001C & 001D; RELOCATE TO CURRENT FLAMING GORGE CONF. RM. & PORTION OF ART GALLERY. NEW NET TOTAL SQ. FT. = 585 SF (+617 SF)
- SHARED WORK-MEETING ROOM**
3 CREATE WORK-MEETING ROOM IN PORTION OF CURRENT GALLERY SPACE FOR SHARED USE BY STUDENT GROUPS AND UNION ADMINISTRATION
- MARKETING**
4 VACATE 010; RELOCATE TO CURRENT SLCE 006 & NORTH PORTION OF GALLERY. NEW NET SQ. FT. = 560 SF (+160 SF)
- FLAMING GORGE CONF. RM.**
5 VACATE 002; RELOCATE TO CURRENT MARKETING AND CAC POSTER ROOM. NEW NET TOTAL SQ. FT. = 588 SF (+134 SF)
- CAMPUS ACTIVITIES CENTER**
6 VACATE 012A & 012D; EXPAND INTO CURRENT COPY CENTER STORAGE ROOM & OFFICE. NEW NET TOTAL SQ. FT. = 2,835 SF (+561 SF)
- FRATERNITY - SORORITY LIFE**
7 RELOCATE FROM CURRENT OFF CAMPUS LOCATION TO CURRENT SLCE 011 & 013. NEW NET TOTAL SQ. FT. = 569 SF (+266 SF)
- ASUW - SHARED MAIL/COPY**
8 EXPAND INTO PORTION OF CURRENT CAC MAIL/COPY ROOM; SHIFT MAIL/COPY TO SOUTH PORTION OF ROOM. NEW NET TOTAL SQ. FT. = 2,064 SF (+240 SF)
- CUSTODIAL**
9 VACATE 4TH FLOOR 401, 402 & 403; RELOCATE TO FORMER FSL OFFICES CURRENTLY USED BY ASTEC. NEW NET TOTAL SQ. FT. = 323 SF (+45 SF)
- ASTEC**
10 EXPAND INTO SOUTH PORTION OF CURRENT COMPUTER LAB. NEW NET TOTAL SQ. FT. = 607 SF (+183 SF)
- COPY CENTER**
11 VACATE 052 & 052A; RELOCATE TO PORTION OF CURRENT COMPUTER LAB. NEW NET TOTAL SQ. FT. = 939 SF (+351 SF)



EXISTING AND SHORT TERM SPACE ALLOCATION - MAIN LEVEL



- UNION ADMIN./EVENTS- FRONT OF HOUSE
- UNION MARKETING
- UNION STORAGE/SUPPORT- BACK OF HOUSE
- CAMPUS ACTIVITIES CENTER (CAC)
- SERVICE, LEADERSHIP & COMMUNITY ENGAGEMENT (SLCE)
- ASSOCIATED STUDENTS OF WYOMING (ASUW & ASTEC)
- FRATERNITY-SORORITY LIFE (FSL)
- UNIVERSITY STORE
- COPY STORE
- DINING SERVICES
- STUDENT MEDIA
- UNION CUSTODIAL
- IT-CLIENT SUPPORT SERVICES
- MULTICULTURAL AFFAIRS
- CIRCULATION
- MECHANICAL
- RESTROOMS
- VETERAN AFFAIRS
- BANK - ATMs



- FAMILY RESTROOM**
12 CONVERT CURRENT WOMEN'S RESTROOM TO SINGLE-OCCUPANCY FAMILY - MULTI-GENDER RESTROOM
- ROLLING MILL CAFE**
13 VACATE 120; RELOCATE TO NORTH PORTION OF CURRENT BANK-MEETING SPACE TO CREATE SECURE B.O.H. STORAGE & PREP SPACE
- ART GALLERY**
14 RELOCATE ART GALLERY FROM LOWER LEVEL TO SOUTH PORTION OF BANK SPACE
- DINING SEATING**
15 EXPAND DINING SEATING INTO CURRENT ROLLING MILL CAFE SPACE



EXISTING AND SHORT TERM SPACE ALLOCATION - SECOND LEVEL



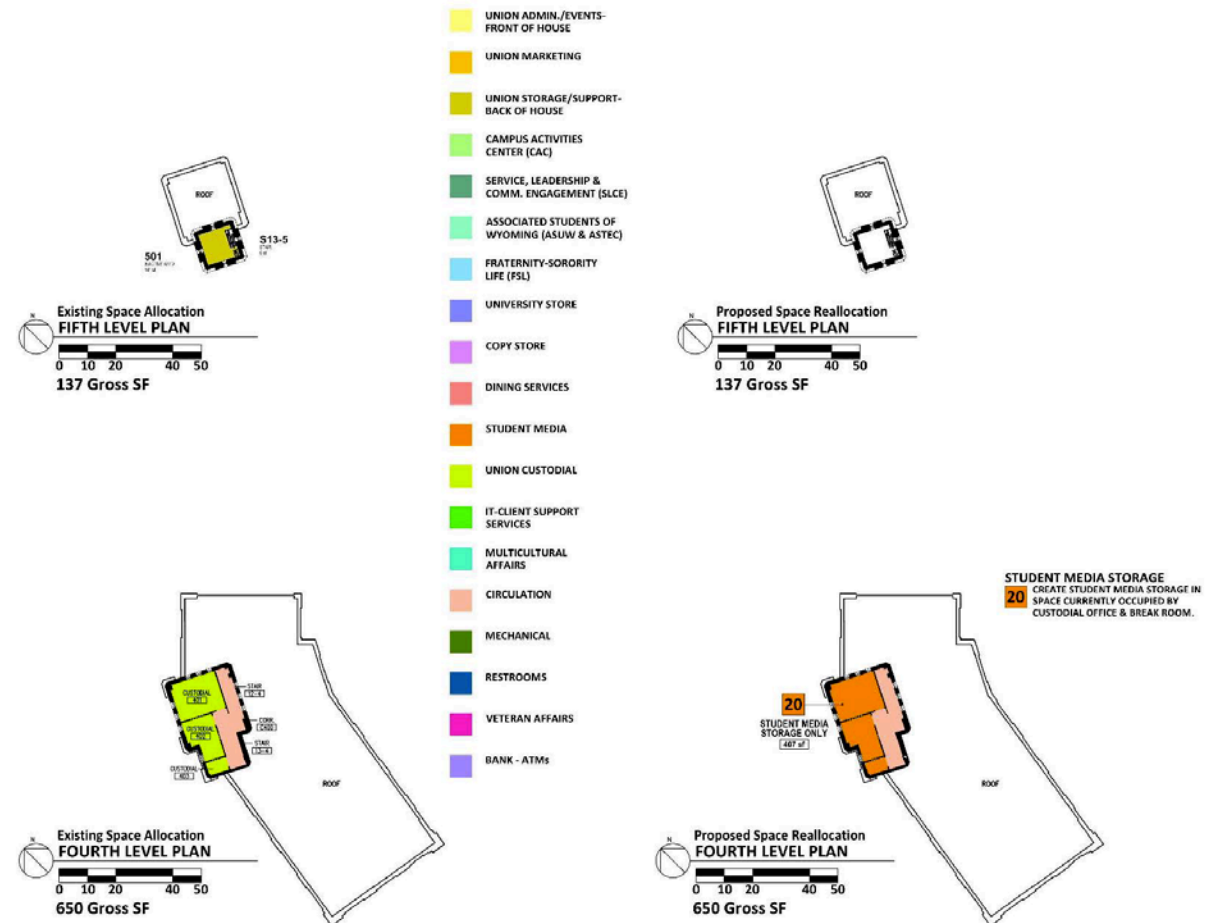


EXISTING AND SHORT TERM SPACE ALLOCATION - THIRD LEVEL





EXISTING AND SHORT TERM SPACE ALLOCATION -
FOURTH AND FIFTH LEVELS



NARRATIVE AND COST ESTIMATE

WYOMING UNION SPACE REALLOCATION NARRATIVE & COST ESTIMATE – SHORT TERM; LOW COST 5/5/16

- **Bold italic** indicates specific groups or spaces followed by current square footage allocation and room numbers.
- **Green text** indicates net square footage increase between existing and proposed allocations.
- **Red text** indicates net square footage decrease between existing and proposed allocations.
- **Orange text** indicates alternative space allocation.
- Cost estimates are based on 2016 construction costs and assume that the vast majority of work is done by one general contractor in a single short timeframe to gain economy of scale and limit mobilization/start-up costs.
- A construction contingency of 15%-20% should be added to the estimate numbers below for unforeseen conditions or necessary scope changes once better defined.
- An asbestos abatement contingency of \$50,000 - \$60,000 should be added for extensive third floor remodel.

LOWER LEVEL

1. **Service, Leadership & Community Engagement (SLCE)** – 1,097 sf – 001A, 006, 011 & 013
 - Vacate 006, 011 and 013; remain in 001A and expand into current admin. suite 001, 001C and 001D
 - New net total square footage; 1,364 sf **(+267 sf)**
 - Light remodel of former administration and conference room spaces – 1,364 sf x \$40/sf = \$54,560
2. **Union Administration** – 1,202 sf – 001, 001C and 001D (Does not include 001A within office suite used by SLCE)
 - Vacate 001, 001C and 001D; relocate to current Flaming Gorge conference room 002 and portion of current Art Gallery 004
 - New net total square footage; 655 sf **(-547 sf)**
 - Remodel of former art gallery and conference room spaces – 655 sf x \$80/sf = \$52,400
3. **Shared Work/Meeting Room** – 230 sf
 - Create new work/meeting room to be shared by student groups and Union administration
 - New net total square footage; 230 sf **(+230 sf)**
 - Reconfigure gallery into smaller space – 435 sf x \$80/sf = \$34,800
4. **Marketing** – 400 sf – 010
 - Vacate 010; relocate to current SLCE 006 and north portion of current gallery.
 - New net total square footage; 560 sf **(+160 sf)**
 - Light remodel of former SLCE space and gallery space – 560 sf x \$40/sf = \$22,400
5. **Flaming Gorge Conference Room** – 454 sf – 002
 - Vacate 002; relocate to current Marketing 010 and current CAC poster room 012A
 - New net total square footage; 588 sf **(+134 sf)**
 - Remodel of former Marketing and CAC poster room spaces – 588 sf x \$80/sf = \$47,040
 - Exchange proposed spaces with Marketing; (-14 sf for Conf. Rm.)
6. **Campus Activities Center (CAC)** – 1,774 sf – 012, 012A, 012B, 012C, 012D, 012E and 012F
 - Vacate Poster Room 012A and north portion of Work Room 012D; Expand into Copy Center Storage 052 and CC office 052A
 - New net total square footage; 2,335 sf **(+561 sf)**
 - Light remodel of former copy center storage space; 900 sf x \$40/sf = \$36,000
 - **Vacate office 012C for ASUW's use; 2,222 sf (+448)**

7. **Fraternity Sorority Life (FSL)** – 303 sf – 045 and 045A (Previously in Union but currently off-site)
 - Relocate to former SLCE spaces 011 and 013
 - New net total square footage; 569 sf **(+266 sf)**
 - Very minor power/data/finish upgrades of former SLCE spaces 011 and 013; 569 sf x \$20/sf = \$11,380
8. **Associated Student of the University of Wyoming (ASUW)** – 1,824 sf – 020, H020, 020A, 020B, 020C, 020D, 020E & 020F
 - Expand into CAC Work Room 012D, 240 sf; south portion of 012D to be shared with CAC for copier, mailboxes, etc.
 - Reconfigure doors so access to office 020F doesn't go through office 020E
 - New net total square footage; 2,064 sf **(+240 sf)**
 - Minor power/data/finish upgrades for student senators including 4-6 workstations. 240 sf x \$40/sf = \$9,600
 - Reconfigure doors so access to office 020F doesn't go through office 020E: \$5,500
 - **Add office 012C with new door into 012D, 113 sf – 2,304 sf (+353 sf)**
9. **Custodial Office/Break Room** – 369 sf – 401 and 402
 - Vacate 401, 402 & 403; relocate to 045, 045 Closet and 045A
 - New net square footage; 323 sf **(-46 sf)**
 - Very minor power/data/finish upgrades to 045, 045 Closet and 045A; 323 sf x \$20/sf = \$6,460
10. **Associated Students Technical Services (ASTEC)** – 424 sf – 041 and 043
 - Expand into south portion of 033; 183 sf
 - New net total square footage; 607 sf **(+183 sf)**
 - Construct 18' long framed wall to subdivide 033 into two spaces: \$4,400
11. **Copy Center Storage/Office** – 1,070 sf – 052 and 052A
 - Vacate 052 and 052A; relocate to a portion of 033, 033A and 033B
 - Add door from 033 to hallway
 - New net total square footage; 919 sf **(-151 sf)**
 - Very minor work to remove computer cabling, etc.- small offices to remain unchanged; 919 sf x \$10/sf = \$9,190
 - Add door from 033 to hallway; \$4,000
- **Computer Lab** – 1,107 sf – 033, 033A and 033B
 - Close computer lab and change to laptop checkout from Information Desk
 - New net total square footage; 0 sf **(-1,107 sf)**
 - Cost to vacate computer lab accounted for in #11 Copy Center Storage above
- **The Gardens Bar & Seating Area** – 1,968 sf – 021 and 023
 - No change

Subtotal; Lower Level Construction Cost - \$292,130

MAIN LEVEL

12. **Family Restroom** – 90 sf – 110
 - Convert existing Women's Restroom to Family/Multi-gender Restroom
 - Remodel to convert existing Women's RR to Family/Multi-Gender RR; 90 sf x \$80/sf = \$7,200
13. **Rolling Mill Cafe** – 523 sf – 126
 - Relocate RM café to north portion of current bank/meeting room space to provide secure back-of-house storage & prep space
 - New net total square footage; 670 sf **(+147 sf)**
 - Demolish existing meeting rooms and remodel space for new food venue including reuse existing moveable equipment; 670 sf x \$250/sf = \$167,500





14. **Art Gallery** – 600 sf
- Expand dining seating/student lounge space into south portion of current bank/ATM space
 - New net total square footage for dining; 650 sf (+50 sf)
 - Demolish existing bank space for new art gallery and exhibit storage/prep; 650 sf x \$120/sf = \$78,000
15. **Dining Seating** – NA
- Expand dining seating/student lounge space into space currently occupied by Rolling Mill Café
 - New net total square footage; 560 sf (+560 sf)
 - Demolish existing bank space for new dining seating space; 560 sf x \$80/sf = \$44,800
 - Cost 36 seats (\$200/seat) and 9 tables (\$400/table) = \$10,800
- **Retail Bank Space (south portion)** – 639 sf - 112
- Convert south portion into Art Gallery
 - Bank to vacate space with ATMs only in Union
 - Relocate one ATM east vestibule = \$5,000
- **Retail Bank Space (north portion)** – 638 sf – 124, 124A, 124B & 124C
- Relocate Rolling Mill Café to this space. Remodel cost accounted for in #13 Rolling Mill Café item above.
- **Dining Seating/Study Space** – 1,745 sf – 124
- Increase table/chair density within existing space
 - 1,745 sf / 15 sf per seat = 116 seats; actual only 88 seats
 - Net increase; 28 seats
 - Cost 28 seats (\$200/seat) and 7 tables (\$400/table) = \$8,400
- **Information Desk** – xxx sf – 120
- Use information desk for checkout of laptop computers to replace computer lab
 - Cost to create secure computer storage space = \$5,000
- **Computer Lounge** – xxx sf – 112
- Add print station to replace one removed in computer lab
 - Cost to relocate print station = \$2,500
- **Women's Restroom** – 90 sf – 110
- Convert to Family/Multi-Gender Restroom. Cost accounted for in #12 Family Restroom above.
- **Multicultural Resource Center (MRC)**
- No change
- **Rainbow Resource Center (RRC)**
- No change
- **Non-Traditional Student Center (NTSC)**
- No change
- **Womens Center (WC)**
- No change
- Subtotal; Main Level Construction Cost - \$329,200**

SECOND FLOOR

16. **Reflection/Meditation Room** – NA
- Convert existing storage room 201, used by Events' customers, to Reflection/Meditation space
 - New net total square footage; 140 sf (+140 sf)
 - Light remodel of space; 140 sf x \$40/sf = \$5,600
 - If foot wash station is desired within space, then cost will increase

Subtotal; Second Level Construction Cost - \$5,600

THIRD FLOOR

17. **Student Media** – 3,302 sf - 301, 301A, 302, 303, 305, 305A-B-C, 306, 306A-B-C-D, 310, 310A, 312, 314, 315, 316, 318, 318A, 320, 320A, 326 and 326A-B
- Allocate north portion of floor for private suite – 314, 315, 316, 318, 318A, 320, 320A, 326, 326A-B, 401, 402 and 403
 - Fourth floor spaces 401, 402 and 403 to be used for storage only due to exiting concerns
 - Add cross-corridor door just north of elevator lobby for sound attenuation only; door cannot be locked to maintain proper exiting
 - New net square footage; 1,752 sf (-1,550 sf)
 - Remodel of north portion of third floor; 1,383 sf x \$80/sf = \$110,640
 - Fourth floor spaces 401, 402 and 403 to be used for storage only due to exiting concerns. No cost associated with 4th floor.
 - Add cross-corridor door just north of elevator lobby; \$5,000
18. **Multicultural Affairs Staff Offices** – Not currently located in Union
- Allocate offices 310, 301A and 312 for private office and consultation
 - New net square footage; 301 sf (Current sq. ft. unknown)
 - Very minor power/data/finish upgrades to offices 310, 301A and 312; \$20/sf x 301 sf = \$6,020
 - If full remodel of these two offices is desired then cost will increase to \$80/sf.
19. **Veterans Service Center** – Not currently located in Union
- Allocate south portion of floor for private suite – 301, 301A, 302, 303, 305, 305A-B-C, 306 and 306A-B-C-D
 - Add cross-corridor door just south of elevator lobby for sound attenuation only; door cannot be locked to maintain proper exiting
 - New net square footage; 1,650 sf (Current sq. ft. unknown)
 - Remodel of south portion of third floor; 1,650 sf x \$80/sf = \$132,000
 - Add cross-corridor door just south of elevator lobby; \$5,000

Subtotal; Third Level Construction Cost - \$258,660

FOURTH FLOOR

20. **Custodial Office/Break Room** – 369 sf – 401, 402 and 403
- Custodial relocate to lower level, former FSL offices
 - Fourth floor spaces 401, 402 and 403 to be used for student media storage only due to exiting concerns

Subtotal; Fourth Level Construction Cost - \$0

Subtotal; Construction Cost – all floors combined - \$885,590
Estimating/Scope of Work Contingency - \$132,838
Third Floor Asbestos Abatement Contingency - \$50,000

Total Conceptual Construction Estimate - \$1,068,428

CHARRETTE MINUTES

Minutes from Visioning Charrette
February 10th and 11th, 2016

Wyoming Union Visioning Study
University of Wyoming
Laramie, WY

The following six questions were asked of each user group/stakeholder:

- Current staff/usage and future staffing projections?
- Current space allocation (what works/doesn't work)?
- Required adjacencies?
- What should be in the Union, but currently isn't?
- What is currently in the Union, but could be elsewhere?
- If possible, what would you like to see changed with regard to space and layout?

Wednesday – February 10th – Wyoming Union Senate Chambers

Operations - Events, Custodial, Information Desk/Pete's Game Room, Marketing (8:00 – 8:40)

- Custodial:
 - Generally they felt their current staffing of 8 was sufficient for the size of building and usage. Their space on the 4th floor is difficult to access and is "off the beaten path". They are on their feet all day so traveling to the 4th floor for breaks, etc. is not appealing. Emergency egress and ADA access are also issues. They typically use dining seating areas on the lower and main levels for their breaks.
 - Their main storage is in a +/- 500 SF room off the dock. This is where they store large pieces of equipment such as floor scrubbers, etc. Dennis suggested increasing the door size into this space to improve equipment move-in/move-out.
 - They also have other smaller storage closets around the building.
 - They could use more mop basins.
- Information Desk/Pete's Game Room:
 - The information desk is pretty large. Typically they only have one person working the desk but there are two workstations. The desk is always staffed if the building is open. There is a small storage room behind the desk.
 - Game room is adequately sized but they could always use more space. There are (5) 9' long billiards tables, (1) 7' long table, (1) ping-pong table and (2) X-box stations. They would like to replace the 7' table with a 9' table. The Game Room also has a foosball table, dart board, and shuffle board.
 - They host sanctioned billiards tournaments.
 - One question they are asked regularly is, "where are the restrooms?" especially for men on the main level. There is a women's restroom near the west entry, but the only men's restroom is in the very far NE corner of the building.
- Marketing: (We ran out of time before we were able to get to the Marketing group, however, they provided the following feedback to Darcy after the charrette.)
 - They should be located near CAC and SLCE, but not connected via internal doors.
 - Being located near the administration office suite is also preferred.
 - They are currently in space 010, which is about 400 SF with 1 full-time staff member and 8 part-time student employees. There is no private office within the space.
 - Students like the open/shared work space but it is very crowded and overheats quickly due to the number of people and computers in the space.

Follow Up with Previous Group, if needed (3:30 – 4:10) – Move to a different meeting room or lounge space

- We followed up with Events because we ran out of time in the first session.
 - Their office space is on the 2nd floor near the main west stair and close to the family room, ballrooms and other meeting spaces. It is important that they stay in this location since they schedule and manage most of the second level.
 - It is very tight in their space with 3 full time staff and one half time staff. No private offices to meet with customers.
 - Storage is lacking. Sometimes they have to take meeting room spaces offline and use them for temporary storage for user groups.
 - They have a priority scheduling system –
 1. Legislative Meetings, i.e., ASUW, Faculty Senate and Staff Senate
 2. Official University Functions, i.e., President's Convocation, Homecoming, Family Weekend
 3. Recognized Student Organizations, Union Programs & ASUW Programs/Events
 4. University Departments, Offices and Colleges Meetings/Events
 5. Off-Campus Organizations, i.e., wedding receptions, community events
 - Large scale events have shifted to other locations (i.e. Gateway Center, Conference Center) but have been backfilled with student groups. Someone noted that not being able to serve alcohol may be causing events to move to other venues that do allow it.
 - Ballroom usage is down on weekdays during the day, but evenings and weekends are still busy.
 - Program spaces include the Skylight Lounge, the Gardens and Pete's Game Room.
 - It was expressed that the conference spaces should not be scheduled more than 50-60% in order to allow for proper turnover and prep before events.

Student Media (8:45 – 9:25)

- Publications include The Branding Iron newspaper, Orientation Guide, Frontiers magazine, Reach online student magazine and the Owen Wister Review.
- Currently have 2 full time staff with 3rd position frozen.
- They could effectively work in 2/3 of their existing space if it were laid out correctly. The existing 3rd floor space was not included in the 2000 remodel, so the finishes are very dated and worn.
- They have intentionally held off on making any physical upgrades to their current space, not knowing if they would remain in the space. There are definite needs for electrical and AV/IT upgrades, in addition to the spatial layout and finishes.
- Electrical breakers trip if they have too much equipment running at once due to the increased electrical demand of computers, video equipment, space heaters, microwave, fridge, etc. The original building was wired for what has evolved. They have to stagger usage to keep it from happening.
- They have 4 computers for graphics, 2 computers for editors, as well as computers for writers. They want their student staff to do their work in the suite, but sometimes space/equipment doesn't allow for it.
- Right now, access to the building/space is only available when the building is open unless special authorization is given on a very limited basis. They would like to have access until midnight, which fits with Union hours, or even later.
- They have a green screen/TV "studio" space where they do short video clips.
- There was extensive discussion on the state of various print media, particularly the newspaper. However, it was noted that print advertising is still the only type that makes money. The local businesses that advertise in the Branding Iron have been slow to embrace social media ads such as Twitter or Facebook.
- It was noted that newspapers are trending away from state and national news and going with more local "refrigerator" news.
- They like being in the Union but could also be in a different building as long as they are centrally located on campus. However, as noted above, after hours building access is critical which is why the Union, with its late hours, makes sense.
- Sara noted that she thinks Student Media should be in the Union but maybe not have as much space.





Dean of Students/Greek Life (Now Fraternity & Sorority Life) (9:30 – 10:10)

- Tristan clarified that they rebranded themselves a few years ago as Fraternity & Sorority Life (FSL), instead of Greek Life. Paige and Andrew also participated in the discussion. They are the current presidents of Panhellenic Council and Interfraternity Council, respectively. They currently use the Senate Chambers for their governing board meetings.
 - Sean Blackburn noted that he would like to see a "Leadership Center" in the lower level.
 - They were previously in the lower level of the Union, offices 045 and 045A, but are currently renting space in the Pi Kappa Phi fraternity house. However, their lease is up at the end of June and they definitely want to move back into the Union.
 - If they for some reason could not come back into the Union, their second choice would be in the Washakie Building.
 - When they were in their previous space they shared the conference room in the ASUW suite.
 - People still go to 045 thinking their office is still in the Union even though they haven't been there for a couple of years.
 - We discussed the viability of the 3rd floor space, if we could find a different space for Student Media. This was generally not well received because they want space near the other student-centric spaces such as ASUW, CAC and SLCE, with which they interact daily.
 - They need two private offices – a reception/front of house space and storage space for presentation materials. Total would be 500-700 SF. Currently, there is one FTE (Tristan), one graduate advisor (20 hrs/week) and 1 work study student (12-17 hrs./week). If they continue to grow one more part-time or full-time staff member would be needed.
 - Chris Maki noted that campus standard private offices range from 120 to 150 SF, and GA workspace is 70 SF.
 - There are currently 14 chapters with approx. 560 members total. They are definitely growing because there were 380 members in the fall of 2014. Tristan projected 700-800 members in a few years. Currently, eight fraternities and two sororities have expressed interest in UW.
 - They participate in many programs and activities including Manpower Resource, Homecoming, Cowboy Connect, Casino Night, Summer Orientation, athletics events, and they help students move into the residence halls.

Assoc. Students of the Univ. of Wyoming (ASUW)/Assoc. Students Technical Services (ASTEC) (10:25 – 11:05)

- Six people from ASUW and ASTEC were able to attend the session. They handed out 4-5 pages of comments they had prepared based on the questions we provided.
 - ASTEC currently has 2 full-time professional staff members, 2 student programmers, 1 student office assistant (16-25 hrs/week) and 13-15 student staff members. Their primary office is in 043 (very tight) and they also have a work room 041. They do not have space to accommodate all the student staff. They also store regularly used equipment in 045 since FSL has temporarily vacated that space. They also use about 1/5 of the boiler storage room 032.
 - ASUW is at capacity in their current space. They are sharing offices right now so they cannot add another executive. Currently down one FTE so when hiring freeze is lifted, they will need another 1-2 offices.
 - Conference room 020A within their suite is heavily used. Up to 30 senators use the space when it is not being used as a conference room.
 - The accounting office 020F is accessible only through office 020E, which is very disruptive.
 - They would like separate conference and work spaces.

Resource Centers: Multicultural, Rainbow, Nontraditional and Women's (11:10 – 11:50)

- Multicultural (MRC)
 - Conrad opened by explaining how the MRC functions, i.e., serving numerous different ethnic groups, providing support services and promoting intercultural awareness. It is one large space, so sometimes if one group is heavily using the space then other groups might feel like it is not available to them. Ideally

each ethnic group would have their own smaller space with one larger shared space. However, due to space limitations, they understand that this is probably not possible.

- MRC has 1 full-time staff member and 3 part-time work/study students working 10-15 hrs/week.
- There are 8 computers and 2 printers in the space. 7,000 users log on to computers each semester.
- It is a social space as well as an academic space, although sometimes the social aspect takes over.
- It lacks a private office.
- Five student groups have storage space within the MRC.
- According to Conrad, 11% of students identify as a domestic minority.
- There are currently two professional staff members with offices in Knight Hall that really should be in or near the MRC, so they can deal with student issues that arise frequently and need immediate attention.
- Rainbow Resource Center, Non-traditional & Women's Resource Center
 - Their space is directly across the hall from the MRC. They have 1 FTE plus 2 part-time work study students (9-11 hrs/week).
 - They like their location on the main level near the front entry, but it is too small. They also value being on a secondary hallway so it is a little quieter.
 - They would like to expand their library.
 - Additional programming space is needed.
 - Space 102 serves as a private advising space for the MRC, RRC and NTWRC. It also serves as a lactation space for nursing women, as necessary.
 - One suggestion was to make the small women's restroom by the west entry into a single-occupancy gender neutral/family restroom, since the only other single-person restroom is on the second level.
 - The WRC runs a program called WIMSE – Women in Math, Science and Engineering.
 - Of the total student population, 51-52% are women, 39% nontraditional and 3.5-10% LGBTQ.

Campus Activities Center (CAC) (Wednesday; 1:00 – 1:40)

- Currently have 4 full-time staff, 1 grad, 5 student programmers, 1 summer programmer – 20 hrs/week and 1 safe zone coordinator. Long term they could see adding 1 additional programmer.
- There are 225 different registered service organizations (RSOs), of which 28 are new this year.
- 307 registered events this semester with 42% of those occurring within the Union – mostly in the ballroom or family room.
- They like the open central space in their suite. However, they need more outlets and more RSO work stations.
- Need more storage for RSOs; standard locker size generally works for each group.
- Desired adjacencies include FSL, ASTEC, ASUW and SLCE.
- Someone suggested a "Service Center" for CAC, FSL and SLCE; but not ASUW. They need their own suite nearby.
- They would love a movie theater in the building. The family room or senate chambers are currently used but they are insufficient. The quality of the chairs and AV is inadequate. A micro-theater idea was suggested. It would need to be tiered with comfortable chairs and seating for up to 100.
- A stand up performance venue is desired. The ceiling in the ballroom is too low to accommodate this use.
- More power and high-speed wifi in all venues.
- Spaces they felt weren't necessarily needed in the Union were: student media, copy center, computer lab, bank space, reduce bookstore size, fireplace in skylight lounge.
- Things they would like to see changed include: The Gardens as its own space with backdrop, higher ceilings in ballrooms, green room for performers, more visibility for the art gallery, break room for union employees, reduced column size (wraps are bigger than they need to be), flip Gardens and game room, concrete floor in gallery instead of carpet and hazers/fog machines for events.

Service, Leadership & Community Engagement (SLCE) Center (Wednesday; 1:45 – 2:25)

- Erin provided a 6-7 pg. handout outlining their concerns, and gave an overview of their programs. They are currently spread out on the lower level in 3 different areas which makes it hard to foster a collaborative environment. However, they like being close to CAC, marketing, admin and ASUW.



- Erin's office is actually in the administrative office suite. She has the only private office. Two professional coordinators share a second office. Two graduate assistants, 14 alternative break student leaders and 50 Street Team student leaders share the third space.
- They lack a "front desk" to assist customers.
- Office layout is affecting productivity and they have confidentiality issues as well. Most the time they go outside of the office suite to find a quiet place elsewhere in the Union.
- They continue to see their programs grow but they lack space to accommodate this growth.
- Someone suggested that all student-centric user groups should be on the main level.
- Most of their meetings occur in the afternoon – usually creates conflicts between groups.
- Would be willing to share conference/meeting spaces with CAC, ASUW, ASTEC, FSL, etc.
- They have 7 computers used by 25 students.
- They have 3 full-time employees and 5 part-time student workers.
- Need storage space.
- Would like to add a service learning resource library, but have no room in the current spaces.

General Student Body (2:45 – 3:25)

- Four students participated in this session, but one had to leave for class after about 15 minutes.
 - We asked why they come to the Union, with the following responses:
 1. Cut through the breezeway to get a break from the weather
 2. Purchase food
 3. Visit the University store
 4. Attend meetings or program function
 5. Watch TV
 - Three of the students liked Pita Pit the best out of the existing offerings, while the other preferred Panda. Everyone was also very complimentary of Rendezvous.

Thursday – February 11th – Wyoming Union Senate Chambers

University Store (Thursday; 8:00 – 8:40)

- Misty, the store manager, opened the discussion explaining how the basic operation of the store works and who manages what division.
 - There have been significant operational changes in the last few years, from in-store to online sales. They have added one full-time and one half-time staff positions related to online sales. They do not see a need to add any staff in the foreseeable future based on their current space usage.
 - There is a need for a BOH photography space for online sales. Currently they photograph right out on the floor.
 - Misty noted that the trend they are seeing at other union bookstores is to provide a lounging space where patrons can hang out for extended periods with soft seating and amenities such as a coffee shop.
 - They need more conference room space, as well as prep space for processing product that is received.
 - It was noted that the opening of the Gateway Center has definitely affected foot traffic within the store.
 - Although the Union is the hub of campus during the week, it does not seem to be the hub during the weekends like it used to be.
 - They would love to take over the space currently occupied by the information desk to get more frontage along the main east/west breezeway. They like the bank space.
 - Five years ago, textbook sales accounted for 60% of sales, but now it is down to 51%. Clothing is 3%. Technology is 6%. Office supplies and miscellaneous items are 40%.
 - During fall semester they take 4,500 book orders and spring semester it is about 3,000.
 - There are four merchandise categories – clothing, art/office supplies, technology and books.
 - There was a suggestion to combine the copy center and store along with a package/shipping space into one large venue to better serve the students.
 - Someone suggested that the ID office move from Knight Hall into the Union.

- Someone suggested that a parking/transit office near the east entry could make sense.
- The Senate Chambers are used for cap/gown distribution in May – one full week.
- The store is deficient in prep space and fixture storage.
- It would be nice to have an exterior entry so the University store could operate different hours than the Union.
- Some people confuse the Brown 'n Gold Outlet near the Gateway Center as being associated with the University Store. However, it is a separate private business that competes with the University Store.

Copy Center (8:45 – 9:25)

- The Copy Center located to their current space around 2000, and was remodeled approximately 2-1/2 years ago.
- They like their main floor location near the west entry. It easy for students to find and is centrally located on campus. They could not see themselves in a different location within the building or in a different campus building. They like being next to the University Store.
- Course packets account for about 20% of their sales. 80% is from walk-in traffic or email orders.
- Students generate about 15% of their revenues.
- They offer free delivery. The majority of their deliveries are carried through the breezeway to the east entry, down the ramp and to their delivery truck in the east parking lot.
- They receive bulk supply deliveries at the dock then bring it from the back hallway through the public space of the Union.
- They get numerous inquiries per day asking where they can print to from the computer just outside their entry in the open lounge.
- Students will work on the computers in the adjacent lounge, come in to the center to print, and many times go back out to the computers to make revisions before reprinting.
- The storage room on the lower level is adequate. They also use the space for production work such as punching/binding, etc.
- John's office is in the space on the lower level. Sometimes he will travel up the west stair, exit the stairwell to the exterior, then come back into the building through the west door just north of the center. This is faster than going to the main west interior stair.

Dining Services (9:30 – 10:10)

- Marta noted that they only have about 1,300 SF of BOH space, which includes about 200 SF for an office and walk-in cooler, for a \$1M+ operation, which is really small. As a minimum, they would love to be able to have the 5' wide service hallway to increase their prep/storage space. They also need hood space.
- They like the front and center location of the Rolling Mill, but it is problematic in that it is out in the middle of the public area with no BOH space or even a back wall. It is not secure and they have to do prep work right out in front of the clientele. If it could be shifted to a different space in the same general area that would be helpful. They would like to expand the menu, such as offering sandwiches. Peg suggested that maybe it could be combined with CJ's.
- Eric noted that there is a real concern that the health department could shut them down since there is no way to completely secure the space. The thought is that the person at the front information desk can keep an eye on the Rolling Mill venue, but during slow times there might not be someone at the desk. So far, the health department hasn't made an issue, however they had a similar condition at another venue and they were forced to shut down because someone tampered with their product.
- Rendezvous is another food venue they operate in an adjacent building. Numerous people throughout the two days of sessions said they really like it.
- Marta noted there are approximately 496 "hard" seats for dining throughout the building, which is not enough for peak meal periods. That includes main level and lower level but not soft seating.



- There was considerable discussion about the need to add another venue, where it should be located and what concept it should be. There were numerous suggestions including chicken, burgers, sandwiches, Mexican and Mediterranean. Eric noted that from their last campus-wide survey, chicken was the number one request, specifically Chick-Fil-A. Erbert & Gerbert's Sandwich Shop was also mentioned.
- Eric noted that UW is their own franchisee for Panda and Pita and that they would most likely be the same for any national brand brought into the Union. The other option is to develop their own concept for one of the desired food types noted above.
- We discussed if the space currently leased by the bank could be used for another venue. However, that space is directly below the ballrooms, which makes routing of necessary exhaust ductwork to the roof very difficult, if not impossible.
- We also discussed if another venue could be added to the west of Panda, within space currently utilized by the University store. This would give them direct BOH access to the dock. However, the queuing space would be in a dead-end area which is already congested when Panda is busy.
- One suggestion was to move the internal store stair to the lower level, infill the existing stair open and use it for a venue. This would spread out the queuing line while still be fairly close to BOH spaces.
- Marta noted that if a new major venue was built, hard seating would need to be increased by 80-120 to accommodate the additional traffic. (Peg noted to me to use a 1.5 SF/seat factor which equates to 1,200 to 1,800 SF needed for this added seating.)
- Panda currently serves about 600 customers per day.
- Panda and Pita seem to be the two most popular venues. Several people noted that the hotdog/ice cream venue doesn't ever seem to be busy. Eric noted the hotdog venue space is very small so what can go in there is very limited. It would have to be combined with the pizza venue to make it functional for one of the possible vendors noted above. Even with combining them, it would still be on the small side.
- BOH storage and prep space is lacking. Prep space for all the venues is combined within the 1,300 SF noted above.
- The total transactions per day for all the venues combined in the Union is 2,300-2,800, including about 1,000/day at CJ's.
- CJ's is in need of more storage and more storefront, if possible. Peg suggested that an emporium concept might work. This would help with the issue brought up by the University store staff that sometimes on weekends there is no food venue open in the facility, and that people complain to them about that issue.
- We quickly discussed the circuitous path that catering has to take from the dock to the ballrooms, and that the catering kitchen upstairs is too small to properly prepare meals. It was suggested that all the kitchen equipment should be removed if it is not being used. However, Kim noted that the kitchen is used by other outside vendors at times, not just the H&D catering staff.
- There were extensive discussions regarding the lower level spaces, i.e., The Gardens, gaming area, Skylight Lounge and the computer commons. One suggestion was to move the bar out of the middle open area, create more of a coffee house ambiance offering coffee all the time and beer on select evenings. Eric suggested a coffee roaster so they can roast/brew their own coffee.
- It was suggested to move the bar to the SE corner where the food service offices are currently located. (During our building walk at the end of the 2-day session, Peg noted that the ceiling height in that area is very low which may impede the overall desired ambiance.)
- We also discussed a rotating local restaurant concept for the additional venue noted above.
- It was noted that the Union cannot advertise that they sell beer in the Gardens; only the band or program that goes along with it.
- We discussed the issue of poor flow around the Rolling Mill. It is confusing where the lines for ordering and pickup start and stop.

Follow Up with Previous Group (1:45 – 2:25)

- Derek from Catering came back since we ran out of time during the Dining session.
 - He reiterated the difficulty of bringing prepared food from the dock, down one elevator to the lower level, through a back hall to a different elevator and then up to the 2nd floor.
 - It was again noted that the kitchen on the 2nd floor is too small for it to be useful for them. They only do very minor reheat work in the space. However, they do use the BOH space to start clean up and dishwashing while the event is going on. They then finish the work off site.
 - All catering food is currently prepared in Crane Hall and then transported to various spaces on campus.
 - Catering business has tripled since taking over the conference center at the Hilton Gardens.

Faculty (10:25 – 11:05)

- Bob came to the meeting to suggest that a UPS Store is needed in the Union. We discussed that the University Store provides a similar service, but it is at the back of the store so it is somewhat inconvenient and most people aren't aware of it.
- Bob also suggested that an Amazon store or lockers could be a possibility.

Staff (11:10 – 11:50)

- We discussed numerous topics related to various spaces within the Union during this session.
 - The pizza and hotdog venues do not appear to be popular. There never seems to be a line. It was noted that much of the pizza venue's business is whole pizza being delivered to various spaces within the buildings vs. by the slice at the storefront.
 - The queuing lines for Pita and Panda are long and that there is not a designated takeout/pickup order line.
 - The lower level overall is under-utilized.
 - Someone wanted to see more visibility for the student groups. They felt like they were "stuck downstairs". They suggested that the student group spaces be moved to the main level and shift all the food venues downstairs. However, it was noted that prior to the 2000 major renovation all the food venues were downstairs and they could not stay in business because of that fact.
 - Career Services holds a job fair in the ballrooms and it is very hard to move materials up to the second level.
 - The new bus transit stop, related fencing, sidewalks and loading dock traffic makes the circulation patterns "weird". The east entry, plaza and general circulation is "awkward".
 - There was discussion about the new Half-Acre Gym entry near the loading dock causing safety concerns. Delivery trucks now have to back up across a sidewalk/pedestrian crossing which is more heavily used now than before the gym entry was constructed. Eric and Kim noted that they had raised this concern when the Half-Acre Gym was being designed but the entry was still placed at the SE corner.
 - Someone liked the fact that the lower level is "hidden away". They like to go down there because they can find a quiet space to have lunch with a friend and can actually carry on a conversation. Often they sit in the high-top seats in the gaming area because that space is not being used.
 - Would like outdoor seating on the East and West sides of the building.
 - There was a request for a Panera Bread type concept – fresh salads, soup and sandwiches, including the ambiance and a quiet place to dine. Subway, Mexican and Jamba Juice were also mentioned.
 - Flow downstairs is confusing; need better wayfinding.
 - Union lacks outdoor space. We discussed the difficulties of viable outdoor space usage because of the climate in Laramie. One possibility is to integrate a sunken plaza space with the idea of a lower level entry point to help protect patrons from prevailing winds.

Veteran's Center (12:00 – 1:00)

- Marty was asked to join us for a working lunch to discuss if the Veteran's Center should be in the Union.
 - Marty was very adamant that he didn't feel the Veteran's Center would be appropriate in the Union. He said that many of the veterans he helps have PTSD or some other type of anxiety and that the large crowds with related noise can be



very difficult for them to deal with. He also said some people have service dogs to help them and many times students want to pet the service animals.

- He used the words, “utter chaos” to describe the Union.
- They are currently located on the 2nd floor of Knight Hall. They are looking to expand with the need for additional office and lounge space.
- Typically they try to help veterans get comfortable on campus during the first year or two, then try to assimilate them back into regular activities that occur in the Union.
- Order is critical. They can get very frustrated if they don't have order and if they can't control the situation. Again, the Union is too loud and busy to have that order.
- There are 650-700 veterans on campus; they currently serve about 250 in some capacity.
- Space needs to be open – without walls and doors.
- Veterans are open to living in a communal environment, which currently is not available on campus.

General Student Body (1:00 – 1:40)

- Three students came to this open session. All of them use one of the resource centers – Multi-Cultural, Rainbow or Women's/Gender Advocacy.
 - A quiet prayer or reflection space is needed.
 - One wanted Chick-Fil-A in the Union.
 - A couple of them said they liked having the art gallery in the building even though it seems to be under-utilized.
 - One suggested the local restaurant Sweet Melissa's should be the new food venue.
 - We discussed the concept of shared food venues, with varying concepts coming in different days of the week.
 - Need more of a coffee shop/house atmosphere for the coffee venue.
 - Would like more space for quiet study and for programming.
 - Would like to see more in the Game Room.
 - Bank area is not useful. Maybe convert to study rooms?
 - Discussed the concept of the Bookstore being in the University Store.
 - Mexican was mentioned as a desired food choice.

Union Board (2:40 – 3:20)

- Mark Collins attended and we did a general recap of the previous sessions.

Recap with Core Visioning Team (3:30 – 4:30)

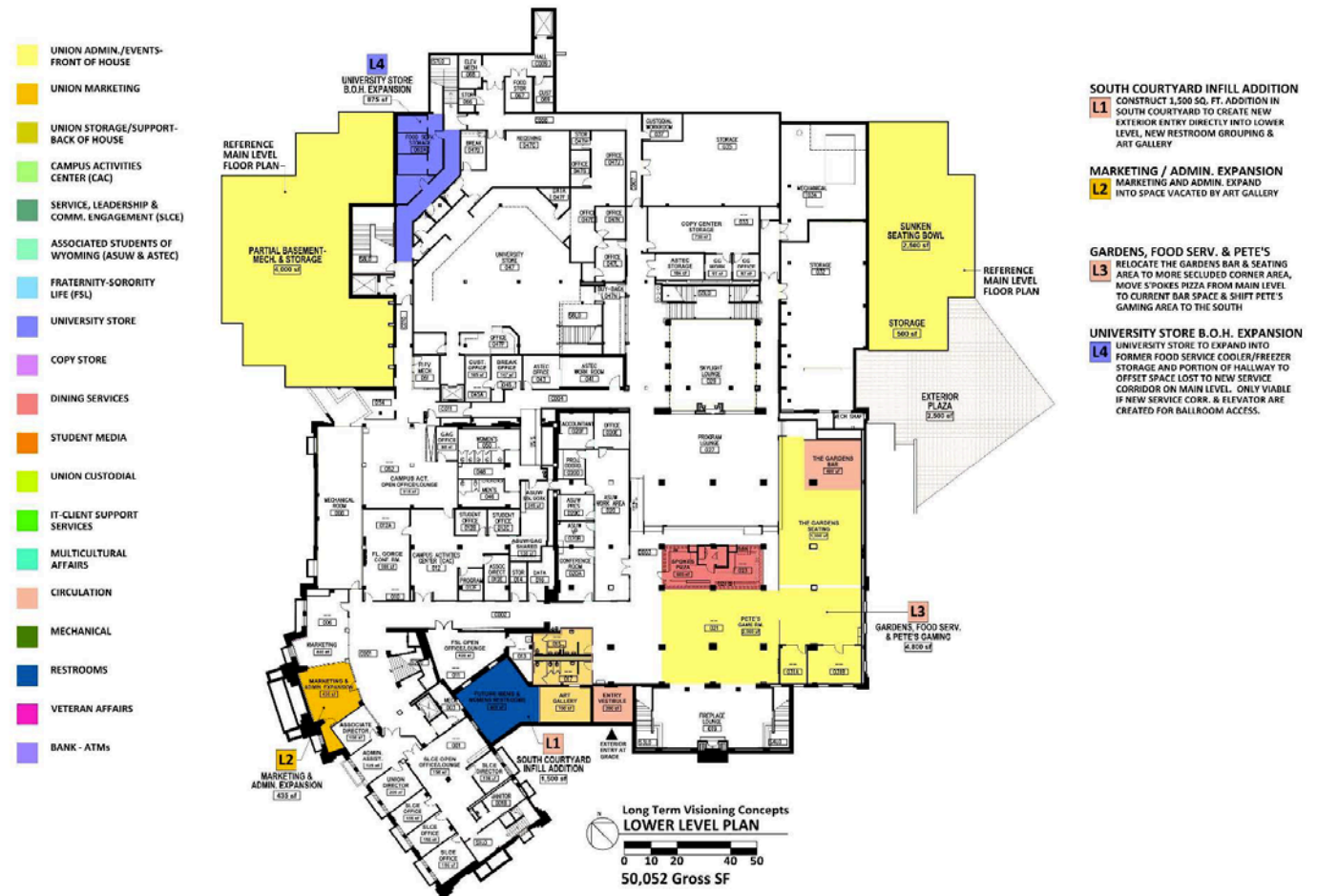
- Most core team members were able to attend some of the sessions so we skipped the recap and did a building walk with Peg, Darcy, Mark, Eric, Shaun and Brad.
 - We walked the Back of House (BOH) food service space including the difficult routing between the dock and the ballroom servery.
 - We also observed the staff make a transition from standard open seating in the Gardens to a performance arrangement with alcohol service. The staff was moving large boxes on wheels to act as space dividers to control where alcoholic drinks could be in the space. It seemed to be a very cumbersome task with numerous staff required to make it happen.
 - It seemed to be more difficult because the serving bar is out in the middle of the big open area so many space dividers were required to “enclose” the space.

Prepared by: Brad Massey

Reviewed by: Peg Rodger, Darcy DeTienne, Eric Webb, Matt Newman and Shaun Moscrip



VISIONING CONCEPTS - LONG TERM, LOWER LEVEL



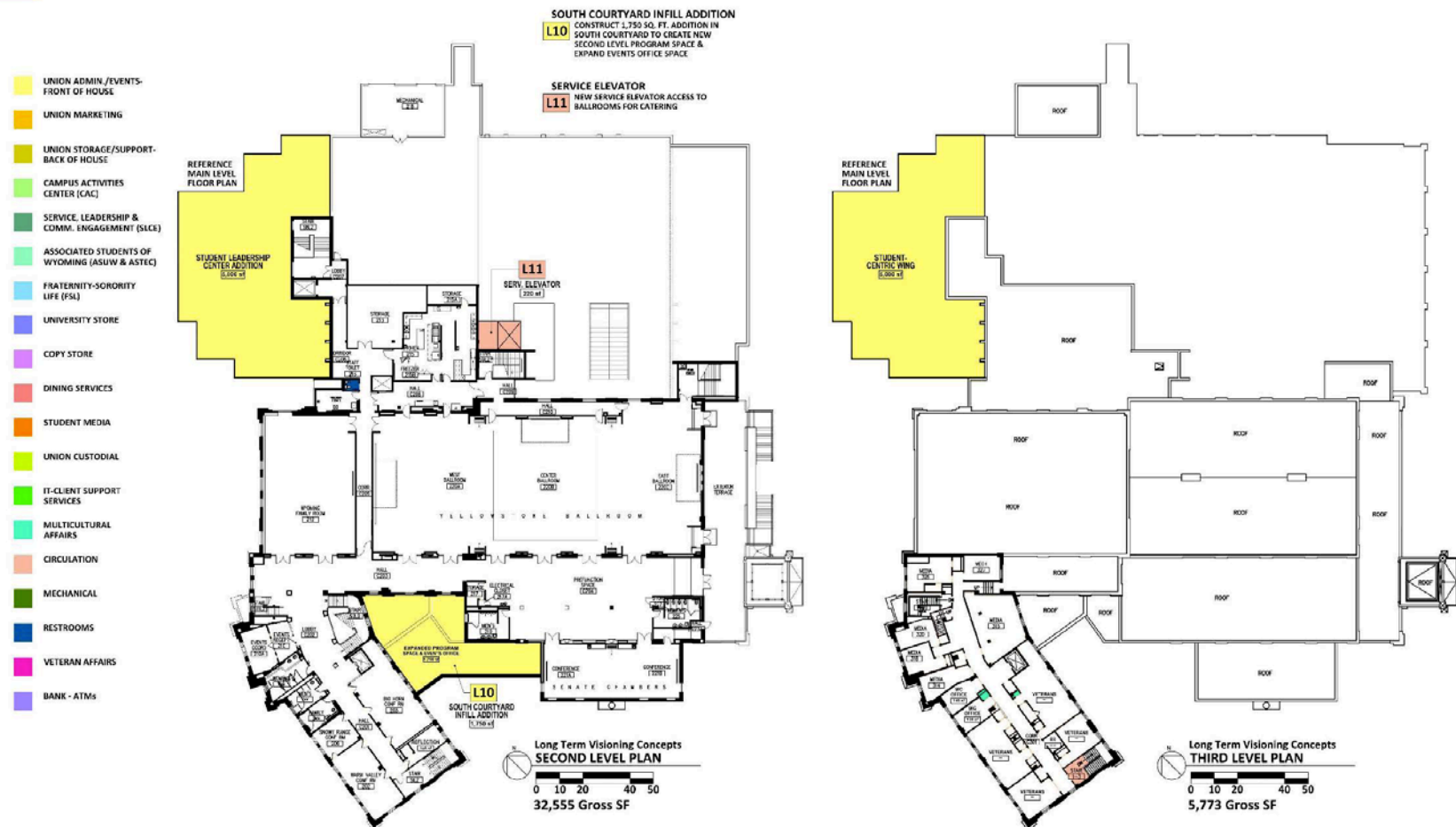


VISIONING CONCEPTS - LONG TERM, MAIN LEVEL





VISIONING CONCEPTS - LONG TERM, SECOND AND THIRD LEVELS



AGENDA ITEM TITLE:

Albany Community Health Clinic Lease at 1174 N. 22nd Street, Laramie, WY, Mai/Decker/Jones

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:

This agenda item is to request approval for a Medical Office Building Lease Agreement between the University of Wyoming and Kent and Nicko Kleppinger for a medical clinic located at 1174 N. 22nd Street, Laramie, Wyoming. The Albany Community Health Clinic (ACHC) is requesting to relocate from its current location at 920 Sheridan, Laramie, Wyoming to 1174 N. 22nd Street, Laramie, Wyoming.

The ACHC opened April 5, 2017 to increase the value of the Educational Health Center of Wyoming (EHCW) for the University and state by expanding the communities it serves both clinically and in the education of health care professionals. The clinic is operated by UW's EHCW. It is funded by a Health Resources and Services Administration new Access Point Grant as a Federally Qualified Health Center, in addition to clinic revenue. The lease for the current location at 920 Sheridan was for a two (2) year term beginning March 13, 2017 and ending March 12, 2019. The building at 920 Sheridan was sold to Heart to Heart, a Wyoming nonprofit healthcare corporation, on May 19, 2017.

The ACHC is increasingly becoming a site for inter-professional education, practice, and research. Since opening, the clinic has experienced growth in a short time, including being awarded a mental health grant resulting in the hiring of a counselor and Psychiatric Nurse Practitioner. The existing space has a total of six exam rooms and one treatment room. Two of these exam rooms are being utilized as offices due to the lack of space available in the current facility. Given the continued growth of the clinic, a new facility is needed within the next 3-6 months to accommodate additional patient capacity and allow for additional inter-professional coordination with a wider spectrum of medical specialists.

The base rent rate for the current facility is \$51,420 annually for 2,374 square feet of usable space or \$21.66 per square foot. To facilitate UW's use of the space, the owner completed modifications which cost \$4,467.75. UW agreed to reimburse the owner over the term of the lease. This resulted in an effective annual rent rate of \$53,653.88, or \$22.60 per square foot for the term. The University can terminate the current lease agreement upon 90 days' advance notice to the Lessor. Upon termination of the current lease, the pro-rated rent due for the month of termination would be due to the Lessor, in addition to the balance of the modification reimbursement. The balance of the costs to be reimbursed for the modifications would be \$1,321.74, if terminated toward the beginning of August to accommodate the 90 days' advance notice in the current lease agreement.

A new location has been identified by ACHC and EHCW for the clinic in a medical office building. The rent is within the ACHC budget and the location has available space to meet current program needs and future growth. The new location is at 1174 N. 22nd Street in Laramie and is owned by Kent and Nicko Kleppinger.

The proposed new facility location contains twelve exam rooms, one lounge/classroom, and three offices within 3,679 sq. ft. of usable space. There are minimal modifications needed to the space for the clinic to relocate. The base annual rent is proposed to be graduated throughout the term as follows:

- Year One = \$60,000.00 (\$16.31 per sq. ft. per annum)
- Year Two = \$72,000.00 (19.57 per sq. ft. per annum)
- Years Three through Five = \$78,000.00 each year (\$21.20 per sq. ft. per annum)

A review of available market data for clinical office space available for lease in Laramie indicates a rental rate of \$17 to \$19 per square foot. Cheyenne also has five clinical offices available for lease renting at \$18 per square foot. After reviewing these lease rent rates, the rate the University is paying at the current location, and the proposed rent rate at the new location, the proposed annual rent for the term of the agreement at the new location is supported and within the acceptable range of below \$17 per square foot to \$22.60 per square foot. The EHCW Board of Directors supports the relocation of the clinic to the new location, which has adequate space to allow for an increase in potential clinic revenue.

At the direction of the Facilities Contracting Committee, the administration has finalized a draft of the Medical Office Building Lease Agreement with Kent M. Kleppinger and Nicko Kleppinger at 1174 North 22nd Street, Laramie, Wyoming for the new clinic location, which is attached. The lease for the new location is proposed for a term of five (5) years with a commencement date of August 1, 2018 and option to renew for additional periods as agreed upon between the parties. The lease also includes a clause allowing the University to terminate upon 90 days' written notice if the University needs to relocate or close its medical practice, or if required by the terms of its federal grant.

If approved by this Board, the lease will be executed by the Lessor and the University.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

At the June 2016 Board meeting, the Board approved the concept of applying for a Health Resources and Services Administration new Access Point grant to establish a Federally Qualified Health Center in Laramie under the UW Educational Health Center of Wyoming umbrella. At the July 2016 Board meeting, the Board approved the submittal of the grant application with the conditions that responsibility for oversight of the clinic would rest with the University, but that the clinic would rely solely on sources of non-state funds, including federal funding and clinic revenue. At the January 2017 Board meeting, the Board of Trustees received an update that the Educational Health Center new Access Point Grant was awarded to the University and that preparations to complete necessary agreements to open the clinic were underway to meet the grant's requirements.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to Wyoming Statute 21-17-204, the Board of Trustees "may possess and use for the benefit of the institution all property of the university" and may "hold, manage, lease or dispose of, according to law, any real or personal estate as is conducive to the welfare of the institution."

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the Medical Office Building Lease Agreement with the Kleppingers for an initial five (5) year term, with an option to renew as agreed upon between the parties, if determined appropriate by the Facilities Contracting Committee.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the recommendation of the Board's Facilities Contracting Committee.

PROPOSED MOTION:

"I move to authorize Administration to execute the Medical Office Building Lease Agreement with Kent M. Kleppinger and Nicko L. Kleppinger at 1174 North 22nd Street, Laramie, Wyoming, for an initial five (5) year term, with an option to renew as agreed upon between the parties, as presented to the Board."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



ALBANY COMMUNITY HEALTH CLINIC LEASE
AT 1174 N. 22ND STREET, LARAMIE, WY

April 18, 2018

Statement from the Albany Community Health Clinic (ACHC) to the University Of Wyoming Board Of Trustees regarding the proposal to relocate from 920 East Sheridan, Suite A to 1174 N 22nd St, Laramie, Wyoming.

In order to better serve the University of Wyoming and the community of Albany County, the ACHC requests consideration of this proposal for re-location.

The Albany Community Health Clinic (ACHC) has seen a rapid growth in patient volume, student involvement, and staff over the past year. Given the high demand in the community for health services, and to be better able to provide opportunities for our students to acquire practical experience in the field, ACHC anticipates a need to expand in the near future. At the time the current space was leased, there was planned room for expansion of the clinic within the building. In November 2017, building ownership changed. As a result, this planned room for expansion is no longer available to the clinic. For these reasons, ACHC proposes to move the clinic to a larger and more visible location.

The ACHC is a FQHC (Federally Qualified Health Center), also known as a Community Health Center (CHC). FQHCs are medical facilities that are able to serve clients without regard to insurance status or ability to pay. FQHCs are funded through a renewable federal grant and receive enhanced Medicare and Medicaid reimbursement. FQHCs can accept private insurance and are able to offer a sliding fee scale for clients who earn 200% of the poverty line or below. Adding contracted medical services such as pediatrics and other specialty services would allow ACHC to attract and serve more clients in Albany County, and in particular, help to increase the percentage of clients with Medicare or Medicaid served by the clinic. Additional space will facilitate the provision of these services to members of the community who currently lack access to important care as well as strengthen the client-base of the clinic.

Since the opening of the ACHC on 4/5/17, the number of staff has increased from 2 FTE to 8 FTE and 2 part time employees, and more hires are expected. We have increased our services to include integrated behavioral health services after receiving the additional Access Increases in Mental Health and Substance Abuse (AIMS) grant. Additionally, we now offer laboratory services at the clinic. Patient volume continues to increase linearly each month as each provider grows their patient panel. As a result of this continued success, we have difficulty rooming our patients on our busiest days, due to insufficient space.

In addition to providing medical and behavioral health services to the community, the ACHC provides a training opportunity site for Health Sciences students. Currently, the ACHC is working with students from the School of Nursing Doctor of Nursing Practice program, the Counseling Education Training Center, and provides a twice weekly service learning opportunity for medical students in the WWAMI program. These are unique opportunities for our students to acquire practical experiences while providing important services to the community.

An increase in space will allow the medical and behavioral health providers at the ACHC to see patients simultaneously, and at a higher overall rate. A larger space will also provide sufficient room for continued education opportunities and expected expansion. The ability to expand as the clinic grows will allow ACHC to better serve the community, strengthen the client-base, and provide additional learning opportunities for students. If we remain in our current space, we will soon be unable to further increase our patient volume or services.

In researching currently available options, we have determined that there are very few move-in ready medical spaces available in the community. Other spaces currently available would require considerable renovation expense. Moreover, this decision is timely as the building owner would like to pursue selling or leasing this space in the near future.

Thank you for your careful consideration of this opportunity.

Respectfully Submitted,

Katy Hartman MD, Program Director, Albany Community Health Clinic

Comparison of locations:

920 E Sheridan Ste A

2,700 square feet

4 exam rooms, 1 treatment room

No conference or break room

Site with no room for expansion

Site has poor visibility

Site is located in a residential area

\$22.60/square foot

Current medical facility, ADA compliant

1174 N 22nd St

4,250 square feet

10 exam rooms, 2 treatment rooms

1 conference room, 1 break room

Sufficient room for all expected expansion, plus additional expansion possible within the complex

Site has good visibility, located across from Laramie Middle School

Site is professional appearing, and is clustered with other complementary medical services such as Dr. Kleppenger's pediatric practice, Laramie Reproductive Health, and Family Dentistry

Starting at \$16.31 per square foot, increasing to \$21.20 per square foot in the third year

Move in ready medical facility and ADA compliant

Cost Details:

920 E Sheridan Ste A

The base rent rate for the current facility at 920 E Sheridan Ste A is \$51,420 annually for two years (\$21.66/sf). To facilitate UW's use of the space, the owner had modifications made which cost \$4,467.75 and UW agreed to reimburse the owner over the term of the lease. This resulted in the effective annual rent rate of \$53,653.88 (\$22.60/sf) for the term.

1174 N 22nd St

The proposed lease term for the new facility at 1174 N 22nd St is 5 years. The base annual rent rate is graduated during the term as follows:

- Year One = \$60,000.00 (\$16.31/sf)
- Year Two = \$72,000.00 (19.57/sf)
- Years Three through Five = \$78,000.00 (\$21.20/sf)

Properties considered prior to choosing 920 E Sheridan Ste A in 04/2017:

411 S 21st St- extensive remodeling, HVAC work, and partitioning for exam/treatment rooms needed

1253 N 15th St- extensive remodeling, HVAC work needed

3131 Grand Ave- extensive remodeling, HVAC work needed, no ADA access

204 McCollum Dr- remodeling and HVAC work needed

2020 Grand Ave- remodeling and HVAC work needed

The 920 Sheridan site was chosen because it was "move-in ready" with minimal work needed and there was the opportunity for expansion at the time the decision was made.

Additional properties considered prior to the proposal to move to 1174 N 22nd Street, Binford Square:

401 Fremont St- extensive remodeling and plumbing required

IMH Medical Office Building - cost per square foot prohibitive

506 S 21st St- extensive remodeling and plumbing required, cost per square foot was estimated to be \$21.00/sq foot.

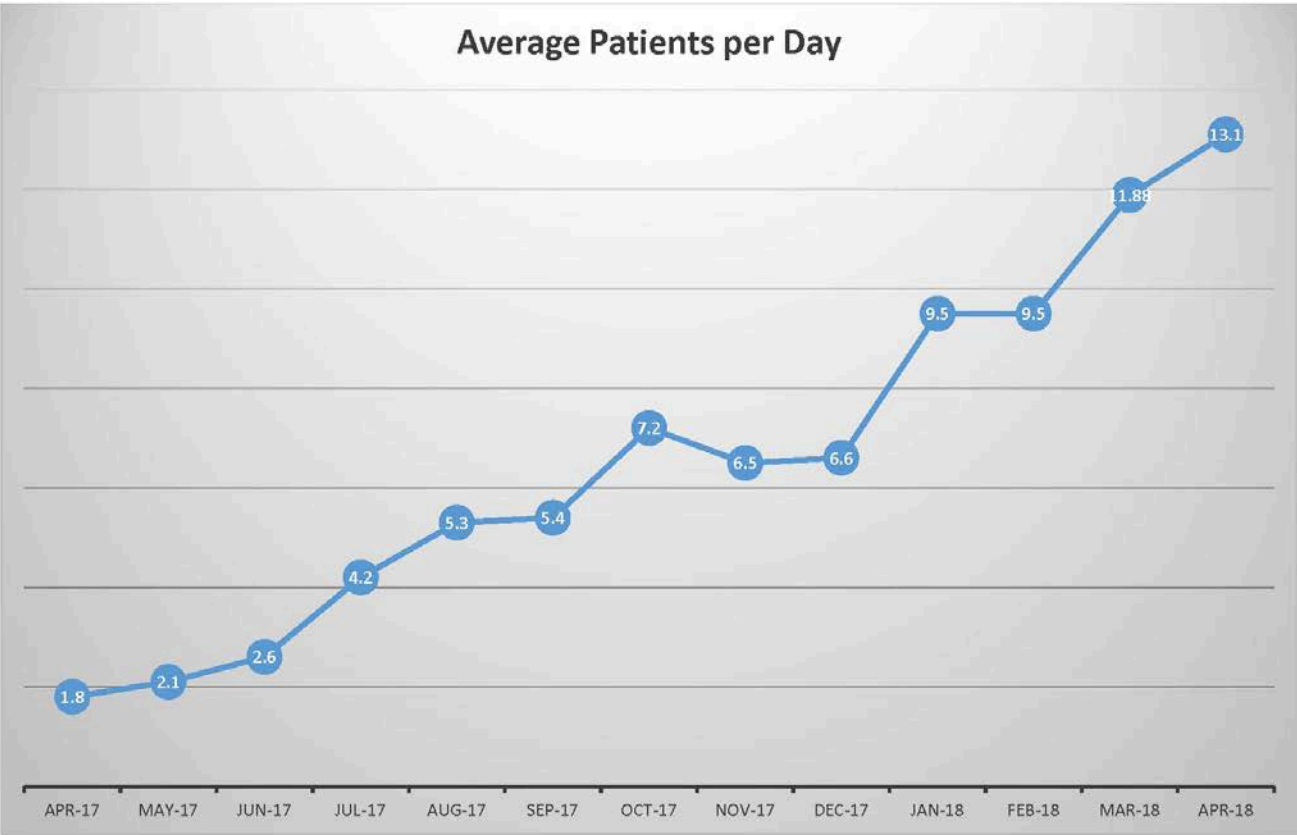
Several open locations in downtown Laramie, all required extensive remodeling, plumbing

1174 N 22nd Street was chosen because it was "move-in ready", in an existing professional appearing medical complex, has room for continued increases in patient volume and expansion of services, and has a lower cost per square foot than our current space.

Albany Community Health Clinic Patient Volume Growth



Albany Community Health Clinic Patient Volume Growth



MEDICAL OFFICE BUILDING LEASE AGREEMENT

BETWEEN

KENT M. KLEPPINGER AND NICKO L. KLEPPINGER

AND

TRUSTEES OF THE UNIVERSITY OF WYOMING

MEDICAL OFFICE BUILDING LEASE AGREEMENT

THIS Medical Office Building Lease Agreement (hereinafter "Lease" or "Agreement") is entered into as of the last date written below, by and between **Kent M. Kleppinger and Nicko L. Kleppinger**, husband and wife, residing at 2332 Holiday Drive, Laramie, Wyoming 82070 ("Lessor"), and the **TRUSTEES OF THE UNIVERSITY OF WYOMING**, a body corporate under the laws of the state of Wyoming, having its principal office located at Real Estate Operations, Dept. 4308, 1000, East University Ave., Laramie, Wyoming 82071 ("Tenant"), upon the terms and conditions set forth below. The parties to this Agreement wish to establish a lease relationship, as hereinafter described, to ensure their mutual success and define their respective rights and responsibilities each to the other.

1. Purpose. Lessor is owner of the real property located at 1174 North 22nd Street, Laramie, Wyoming 82072, which consists of land, use of a parking lot, landscaping, and a medical office building partially furnished with office furniture ("MOB"). This Lease sets forth the terms and conditions under which the Lessor leases to Tenant the MOB and certain shared and common areas in and around the MOB. The Lease provides the allocations of expenses which each party is to bear during the term of the Lease and each party's remedies and rights upon the conclusion of the Lease or either party's default in performance.

2. Premises Leased. Lessor does hereby lease and permit Tenant to enter upon, use and occupy for the purposes and on the conditions hereinafter set forth the MOB, commonly referred to as 1174 North 22nd Street, Laramie, Wyoming, and more specifically described as **Condominium Unit 3 in Binford Square, City of Laramie, Albany County, Wyoming**, consisting of 4,225 rentable square feet and including any common areas of the MOB, which are used by Tenant, Lessor and other owners, occupants, and invitees of Binford Square.

3. Permitted Medical Practice. The MOB will be used by Tenant for the operation and conduct of a practice of Family Practice and/or Primary Care medical practice, along with the services incident to the ordinary and customary a Family Care practice or Primary Care medical practice. In no event shall the premise be used for a Pediatric Medicine practice however nothing in this provision shall prohibit Tenant from treating pediatric patients in addition to adult patients as part of its general practice, so long as Tenant, its agents and employees, represent themselves only as Family Practitioners and do not use the terms "Pediatrician" or "Pediatrics" in describing or advertising the Tenant's services. Tenant may use the MOB for the Permitted Medical Practice provided that Tenant, its agents and employees, will not individually and directly solicit, induce or try to persuade any known existing patient of Lessor to sever, terminate or limit its physician-patient relationship with Lessor in favor of another medical practice. PROVIDED HOWEVER, that this restriction does not prohibit Tenant from generally advertising its medical practice.

4. Term. Unless sooner terminated as hereinafter provided, the Lease Agreement shall remain in force and effect for a period beginning August 1st, 2018, and ending July 31st,

2023, provided, however, that Tenant shall have the option to renew this lease for an additional term as agreed to in writing by the Parties and consistent with paragraph 5.

5. Rental. Tenant shall pay to Lessor as rent for the MOB during the initial lease term, a total of \$366,000.00, payable to Lessor without demand in monthly installments on the first day of each month, as follows:

- a. Months 1-12: \$5,000.00 per month
- b. Months 13-24: \$6,000.00 per month
- c. Months 25-60: \$6,500.00 per month

If Tenant exercises its option to extend this lease, Tenant agrees to pay as rent during the Five (5) year extension period the sum of \$390,000.00, to be paid in equal monthly installments of \$6,500.00.

6. Due Date and Additional Rental Fees for Late Payments. The first and last rental installments (totaling \$11,500.00) are due upon Tenant signing this Lease. Subsequent rental installments shall be paid in advance without notice or demand to Lessor or to whom Lessor may designate in writing, before the first (1st) day of each calendar month for the term of this Lease, and shall be delinquent on the fifth (5th) day of each such month. Tenant agrees to pay Lessor the rent as described herein and acknowledges that prompt payment of rent is of the essence of this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent. In the event Tenant fails to pay any monthly installment of rent within five (5) calendar days of the due date of such installment, Tenant will pay, as additional rent, in addition to the monthly rent for such month, an amount equal to five percent (5.0%) of the monthly rent then in effect. Furthermore, Tenant will pay a late fee of one percent (1.0%) per month on all delinquent unpaid rent after 30 days of the day such payments were due. Such 1.0% per month late fee will be calculated from the due date of any such payments until the date received by Lessor. Said late charges and fees shall be deemed to be "rent" for purposes of state law, and not a penalty but an additional rental fee based upon possession or use of the items leased hereunder without payment of rent. The parties hereby agree that such additional rental fees represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Tenant. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise for Tenant's failure to timely pay rent. In addition, such late sums shall be due and owing whether Lessor elects to terminate the lease or waive the default. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment thereon, Tenant will pay \$35.00 to Lessor for each such returned check, plus fees and late charges, as described above, until Lessor has received full payment. Furthermore, Lessor may require that Tenant pay all future payments by money order or cashier's check. Lessor will apply all funds received from Tenant first to any non-base rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, then to rent, regardless of any notations on a check.

7. **Fair Market Rent.** All parties agree that the rents set forth in this Lease constitute fair market value for the MOB and those items and services included in the rents, that the rents are commercially reasonable, that it would be so in the absence of any referrals between Lessor and Tenant, that the rents have not been calculated by taking into account the value or volume of referrals generated between Lessor and Tenant, and that the MOB and those items and services included in the rents, do not constitute more space, or items and services than is reasonable and necessary for Tenant to conduct the medical practices anticipated for the MOB.

8. **Improvements.** Tenant shall not make any leasehold improvements without the prior written consent of Lessor. All alterations, additions, improvements and fixtures, including without limitation cabinetry, floor coverings, lighting fixtures, ducts, controls, heating or cooling, which may be made or installed upon the MOB and which in any manner are attached to the floors, walls or ceilings, are the property of Lessor when so installed; except that any trade or medical fixtures (specifically including but not limited to computer and phone systems) owned by Tenant and installed in the medical office suite portion of the MOB, remain the property of Tenant when so installed and may be removed at the end of this Lease.

9. **General Use and Compliance with Laws.** Tenant certifies that it will use the MOB as an office for the operation of a medical practice as set forth in Paragraph 3 above, and all activities incident thereto, and for no other purposes without the written consent of Lessor. Lessor certifies that the MOB, as of the date of occupancy, will comply with all applicable laws, ordinances, rules, regulations applicable to the property. Lessor and Tenant agree that they will maintain the portions of the MOB, for which they are responsible, respectively, under this Lease, in such a manner as to comply with all applicable laws, ordinances, rules and regulations.

10. **Limitations on Tenant's Use.** Tenant shall not use the MOB in a way that conflicts or violates the *Declaration of Condominium of Binford Square* filed of record with the Albany County Clerk on September 28, 2016 as Document # 2016-5240 ("Covenants"), including but not limited to Paragraph 17 thereof.

11. **Condition of MOB.** The MOB is leased to Tenant in an "AS IS, WHERE IS" condition; Tenant has had the opportunity to inspect the condition of the MOB prior to occupancy, and Tenant's taking possession will be conclusive evidence against Tenant that the MOB was then in good, safe, and clean order and satisfactory condition and that Tenant accepts the same "AS IS" and that the leased property was in good condition at the time possession was taken. Tenant agrees and accepts all furniture and fixtures "AS IS." No promise of Lessor to alter, remodel, improve, repair, decorate or clean the MOB or any part thereof, and no representation respecting the condition of the MOB has been made to Tenant by Lessor, except as may be made herein. Tenant further takes possession of the MOB subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the MOB, and any covenants or restrictions of record, and accepts this Lease subject thereto. Lessor makes no warranty of habitability, warranty of fitness or other warranties as to the condition of the MOB. Neither Lessor nor any of its agents have made any representations

with respect to the leased property except as expressly set forth herein and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Upon termination of the lease, possession of the MOB will be delivered to Lessor in as good and clean condition as the date Tenant has taken possession, less reasonable wear and tear. Tenant will be responsible for any costs required to return the MOB to such condition.

12. No Pets, Animals. No pets or animals, other than service animals, will be allowed on the MOB and Tenant and Lessor agree to enforce this pet and animal restriction.

13. Quiet Possession. If Tenant will perform all of the covenants and obligations herein provided to be performed by Tenant, Tenant will at all times during the Term have the peaceable and quiet enjoyment of possession of the medical office suite portion of the MOB without any manner of hindrance from Lessor or any persons lawfully claiming under Lessor.

14. Maintenance and Repairs. Tenant will be responsible for any routine cleaning, maintenance, and repairs of its interior leased space, which shall include such items as routine repairs of floors, walls, ceilings, and other parts of the MOB damaged or worn through normal occupancy, except for major mechanical systems or the roof. Tenant will keep the MOB in good order and condition, except for reasonable wear and tear; and will be responsible for any maintenance, repair or replacement of the MOB caused by the negligent act, omission, or willful misconduct of Tenant or Tenant's officers, principals, directors, employees, agents, servants, subtenants, concessionaires, licensees, contractors, guests or invitees. Lessor will be responsible for all maintenance and repair that exceeds routine maintenance and repair of the interior and exterior of all components of the MOB, unless caused by the negligent act, omission or willful misconduct of Tenant or Tenant's officers, principals, directors, employees, agents, servants, subtenants, concessionaires, licensees, contractors, guests or invitees. Tenant will give Lessor notice of any condition requiring repair by Lessor. Lessor must commence making such repair no later than thirty (30) days from the date of such notice and will diligently complete such repair. If Lessor fails to commence making such repair within thirty (30) days of the date notice has been given to Lessor, or does not diligently complete such repair, Tenant may make the repairs and costs paid by Tenant for such repairs may be offset against rent owed, so long as such costs are reasonable.

15. Utilities. Tenant will pay for all utilities such as city services, natural gas, and electricity for the MOB. On a monthly basis, Lessor will provide Tenant with copies of such utility bills. Tenant will have thirty (30) days from the date the bills are delivered to Tenant to pay or reimburse Lessor for such utilities charges. Tenant will be responsible for all of its own telephone, computer, or other charges not set forth in this Paragraph 16. Tenant's options for such services may be subject to and limited by the Covenants.

16. Real Property Taxes. Lessor shall pay all real estate taxes assessed on the MOB. As used herein, the term "real property taxes" include any form of real estate tax or assessment,

general, special, ordinary or extraordinary, levy or tax (other than inheritance, income, estate taxes or otherwise) imposed on the MOB by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the MOB or in the real property of which the MOB is a part.

17. Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the MOB. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

18. Cleaning; Landscaping and Common Area Maintenance. Tenant will be responsible for cleaning its lease space and shall keep the same in a good and clean condition. Tenant will clean the exterior windows upon reasonable request of Lessor. Other than Tenant's windows, Lessor will clean the remaining exterior of the MOB, grounds; landscaping and parking lot, including, without limitation, snow removal for the sidewalks and parking lot. Lessor shall be responsible for and pay all Common Element Expenses associated with Binford Square and the MOB (as are described in more detail in that Declaration of Condominium of Binford Square that was recorded on September 28, 2016 as Doc. No. 2016-5240 in the records of the County Clerk, Albany County, Wyoming), and Tenant shall have no responsibility to pay any such charges.

19. Parking. Tenant and its employees and invitees shall be entitled to use the parking lot adjacent to the MOB, and Tenant shall encourage its employees to park on the north and south sides of the MOB.

20. Assignment and Subletting. Tenant will not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the MOB in whole or in part, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

21. Security. Tenant hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

22. Lessor's Furniture and other Personal Property. Lessor is providing the MOB as partially furnished, including certain furnishings, furniture and removable personal property in the MOB as identified on the attached Exhibit A. All such property will remain Lessor's property and will remain in the MOB upon expiration or termination of this Lease. Tenant will repair any damage to such property except reasonable wear and tear or preexisting damage.

Upon termination of the lease, Lessor's property will be returned to Lessor in as good and clean condition as the date Tenant took possession, less reasonable wear and tear.

23. Tenant's Furniture, Trade or Medical Fixtures and Equipment. Tenant may install trade or medical fixtures, equipment, furnishings, furniture and removable personal property in the MOB, provided, that the same are installed and removed without permanent or structural damage to the MOB. All such property will remain Tenant's property and will be removed by Tenant upon expiration or termination of this Lease, unless Lessor consents in writing that such need not be removed. Tenant will repair any damage to the MOB caused by such removal.

24. Alterations. Tenant will not make alterations, additions or changes in or to the MOB without the prior written consent of Lessor. In any event, Lessor may require Tenant to remove such alterations, additions or changes upon expiration or termination of this Lease. Tenant will repair any damage to the MOB caused by such removal. All alterations, additions or changes must be made in a competent manner with all new materials, unless recycled materials are approved by written consent of Lessor. Lessor, at Tenant's request and at Lessor's expense, has removed sinks and cabinets from two rooms Tenant intends to use as counseling rooms. Tenant agrees to store the cabinets during the term of this Lease, and reinstall them upon expiration or termination of this Lease, unless Lessor consents in writing that such need not be reinstalled.

25. Signage. Consistent with the provisions of the Covenants, including but not limited to Paragraph 17(c) thereof, Tenant, at its expense, may provide, at its cost, any interior or exterior signage identifying Tenant's medical practice(s). Any such signage will be subject to Lessor's prior written consent, said consent to not be unreasonably withheld.

26. Mechanic's Liens. No person or entity will be entitled to any lien upon the MOB, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant, and Tenant will neither cause nor permit the filing of any such lien. If any such lien claim or notice will be filed, Tenant will cause the same to be released or provide other satisfactory security to Lessor with respect to the same (which may be in the form of a bond or other assurance reasonably satisfactory to Lessor) within sixty (60) days; and if not so released or secured, Lessor, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at a rate of 1.0% per month, will be deemed due and payable by Tenant immediately. Nothing in this Lease will be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the MOB; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

27. Lessor's Insurance. Lessor will maintain during the Term fire, extended coverage, all-risk or similar casualty insurance for the MOB to the extent of the full insurable value thereof. Provided this lease has not otherwise been terminated, the insurance proceeds in case of loss or damage shall be used to restore the MOB as provided in this Lease, to the extent the proceeds are required for such purposes.

28. Tenant's Insurance. Tenant shall maintain public liability and property damage insurance, providing for minimum coverage limits of not less than two hundred fifty thousand dollars (\$250,000) for injury or death to any one person, five hundred thousand dollars (\$500,000) for any one occurrence and not less than two million dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage (including property damage to other portions of Lessor's building) insuring Tenant with respect to activities or occurrences on or in relation to the MOB and which may occur as a result of Tenant's use of or control over the MOB. Tenant further agrees to indemnify and hold Lessor harmless from all claims for personal injuries, death and property damage which occur as the result of Tenant's use of the MOB, in and about the MOB, or which result from any work done in and about the MOB by Tenant or any of its agents, representatives, employees or contractor.

The liability insurance policy/policies required under the terms of this Lease shall name Lessor as an additional insured. All insurance required by this Lease shall be obtained from a company approved by Lessor, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Lessor before the commencement of the term of this Lease. Not less than thirty (30) days prior to the expiration of any insurance policy required of Tenant under the terms of this Lease, Tenant shall deliver to Lessor evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. Tenant will notify Lessor with at least ten (10) days prior notice of any cancelation or material change in coverage.

Tenant, at its own expense and in its own discretion, may obtain and maintain insurance on Tenant's personal property placed on the MOB. Except to the extent of damage or loss caused by Lessor negligence, Lessor shall have no responsibility to protect or replace any contents owned by Tenant or for the loss of any personal property of Tenant maintained on the MOB. Other than damage or loss caused by Tenant negligence and maintenance responsibilities contained herein, Tenant will not insure and has not responsibility to repair or replace any contents or personal property of Lessor maintained on the MOB. Lessor, at its own expense and in its own discretion, may obtain and maintain insurance on Lessor's personal property.

29. Suspension of Utility Services. Notwithstanding anything to the contrary herein, the following will apply in the event of any failure, stoppage, interruption, suspension or unavailability of the utility services to the MOB ("Service Interruption"), unless the Service Interruption (a) is caused by the act or neglect of Tenant, or (b) affects all or a significant portion of the surrounding neighborhood. If any such Service Interruption will render all or a material

portion of the MOB unusable for Tenant's normal operations, and such Service Interruption continues for five (5) business days following notice to Lessor of such condition, then, Tenant's obligation to pay rent will be abated in the proportion that the unusable space bears to the total MOB, from the expiration of such five (5) business-day period until the MOB (or the unusable portion thereof) will be made usable for Tenant's normal operations. In the event the Service Interruption continues for a period of more than five (5) business days and Lessor has not commenced using reasonable efforts to cure such Service Interruption, Tenant, at its option, may use reasonable efforts to cure such Service Interruption and Tenant may offset against rent the costs to cure such Service Interruption, so long as such costs to cure are reasonable.

30. Casualty Loss. If the MOB is destroyed by fire or other casualty, Lessor will commence and thereafter proceed with reasonable diligence to repair, restore, replace or rebuild the MOB to a condition substantially similar to that which the MOB were in immediately prior to such casualty. If the MOB will be damaged by fire or other casualty, so as to render a substantial portion of the MOB untenable for the purposes set forth herein, rent will abate for any portion of the MOB rendered untenable by such fire or other casualty during the period the MOB remains untenable; however, if the fire or other casualty causing damage to the MOB will have been caused by the negligence or willful misconduct of Tenant, its agents, or employees, no abatement of the rent will occur.

Notwithstanding any other provision to the contrary, if the MOB is substantially damaged or destroyed in whole by fire or other casualty at any time, either Lessor or Tenant may terminate this Lease effective as of the date of the casualty loss, by giving notice to the other party within sixty (60) days after the date of such casualty loss of such party's election to terminate this Lease. Upon the service of such Notice, this Lease, including all obligations of Lessor and Tenant, will cease and expire on the date of the casualty loss as if such date were the date originally fixed for the expiration of the Term. Notwithstanding the preceding provision, if the damage or destruction is caused by the negligence or willful misconduct of Tenant, Tenant may not terminate the Lease under this Paragraph; and Tenant will be liable for the amount of any deductible under the insurance policy providing coverage for the damage or destruction. To the extent that the provisions of this paragraph are inconsistent with the Covenants, the terms and conditions of the Covenants shall control Lessor's obligations under this paragraph.

31. Representations and Warranties. Tenant represents and warrants that at the time of its signing this Lease, it has obtained all licenses, certifications, and permits required under applicable law for the delivery of healthcare services at the MOB. Tenant further represents and warrants that all persons performing medical and healthcare services in the MOB under this Agreement are licensed, certified, or permitted, under applicable state law of the state in which such services are to be provided, to perform the medical or healthcare services provided in the MOB, and that they will provide services within the scope of their applicable license, certification, or as permitted by applicable state law. All such persons will maintain, at no cost to Lessor, any license, certification, or permit required under the applicable state law for each state in which such person performs medical and healthcare services.

32. Default. Each of the following will constitute an "Event of Default" on the part of Tenant:

- a. Failure to pay any installment of rent or other monies when due and payable under this Lease, if such failure continues for a period of ten (10) days after written notice of such failure is given by Lessor to Tenant.
- b. Tenant vacating or abandoning of the MOB.
- c. Except as otherwise set forth below, default in the performance of any of Tenant's non-payment obligations or covenants under this Lease, if such default continues for thirty (30) days after written notice thereof is given by Lessor to Tenant, provided, however, that if the obligation or covenant to be performed by Tenant is of such nature that the same cannot reasonably be performed or cured within such 30-day period, such default will not constitute an Event of Default if Tenant commences such performance or cure within said 30-day period and thereafter diligently undertakes to complete, and does so complete, the required performance or cure within a reasonable time.
- d. A general assignment of this Lease by Tenant, for the benefit of creditors.
- e. The filing of a voluntary petition by Tenant, seeking the rehabilitation, liquidation or reorganization of Tenant, under any law relating to bankruptcy, insolvency or other relief of debtors, or the filing of an involuntary petition by any of Tenant's creditors, seeking any such relief, if not dismissed or otherwise removed within ninety (90) days.
- f. The appointment of a receiver or other custodian to take possession of substantially all of Tenant's assets or of this leasehold, if not dismissed or otherwise removed within ninety (90) days.
- g. Entry of a court decree or order directing the winding up or liquidation of Tenant or of substantially all of its assets, if not reversed or otherwise removed within ninety (90) days; or any action by Tenant toward the dissolution or winding up of its affairs.
- h. Attachment, execution or other judicial seizure of substantially all of Tenant's assets or this leasehold, if not dismissed or otherwise removed within ninety (90) days.

33. Lessor's Remedies. Upon the occurrence of an Event of Default by Tenant, Lessor may, at its option:

- a. Cure the default, and if Lessor pays any sum or incurs any expense in so doing, Tenant will be liable to reimburse the same to Lessor immediately upon demand;
- b. Without terminating this Lease or Tenant's obligations hereunder, including but not limited to Tenant's obligation to pay rents, and with or without legal process, peaceably re-enter and retake possession of the MOB, and remove Tenant's property therefrom and store or dispose of such property at the expense of Tenant, all without liability to Lessor or other persons for any such property so removed at the time of re-entry, except if caused solely by the willful act or gross negligence of Lessor. Provided that, in the event Lessor will re-enter or retake possession of the MOB, Lessor will also have an obligation to mitigate its damages by endeavoring to rent the premises to a third party for a reasonable rate and time. All rent collected from such third party, after payment of any costs, fees or expenses, including reasonable attorney fees, incurred by Lessor in re-entering or retaking possession, or as a result of Tenant's default, will be credited against remaining future amounts owed by Tenant under this Lease;
- c. Terminate this Lease by written notice to Tenant, without terminating Tenant's obligations hereunder, including but not limited to Tenant's obligation to pay Rent, offset by Lessor's responsibility to make reasonable efforts to mitigate its damages;
- d. Following termination of this Lease, recover from Tenant all rent and other amounts due and unpaid under the terms of this Lease as of the date of termination, together with such other amounts as may be recoverable under applicable law to compensate Lessor for all damages proximately caused by Tenant's failure to perform its obligations under this Lease; and/or
- e. Exercise or seek any other right or remedy allowed at law or in equity under the statutes or common law of the State of Wyoming.

34. Right to Entry by Lessor. Lessor will have the following rights without affecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for offset or abatement of rent limited by the following notice requirements. Lessor may enter the MOB without notice in the event of emergency. In non-emergency situations, Lessor may exercise enter the MOB by giving written notice twenty-four (24) hours in advance to Tenant, or

a lessor period of time upon permission of Tenant. Lessor agrees to limit its entry to the MOB, as much as possible, to such times and in such a manner to cause the least disruption to Tenant's medical practice, including minimizing potential breaches of patient confidentiality and HIPAA regulations.

35. Compliance with Laws and other Medical Statutes, Rules and Regulations.

The parties intend this Lease comply, and the Lease shall be interpreted to comply, with all relevant laws and regulations, and all local, state and federal statutes, rules and regulations applicable to physicians and the medical industry ("Medical Regulations"). Specifically, the parties understand and agree that this Lease is intended to comply with certain safe harbors promulgated under the Medical Regulations. Both parties understand and agree that if the Medical Regulations change, or if the facts and circumstances relating to this Lease cause this Lease to no longer comply with the Medical Regulations, both parties will agree upon a modification to this Lease so that this Lease will comply with the Medical Regulations. If either party determines that this Lease violates any provision of law or regulation or may subject either party to fines, penalties, or adverse action under such law or regulation, the parties shall make a good faith effort to amend this Lease to comply with applicable law and regulations, and failing to do so, may terminate this Lease. Under no circumstances will this Lease be construed to require or obligate Tenant to utilize any of the services of Lessor or its affiliates, or for Lessor to utilize any of the services of Tenant. The parties warrant to each other that the payments by Tenant herein do not directly or indirectly benefit any person, other than Lessor, or entity in a position to make or influence referrals to the Tenant or benefits of items or services payable by Medicare, Medicaid, or any other Federal health care program. By execution of this Lease, any physician associated with Tenant or Lessor acknowledges that he/she has not, at any time been debarred or excluded from participation in Medicare or Medicaid and has not been convicted of a health care related criminal offense.

36. No Obligation to Refer. The parties acknowledge and agree that neither party shall have any obligation to refer any of its patients to the other. Nothing contained in this Lease will create any obligation or requirement that Tenant refer patients to Lessor or otherwise generate business for Lessor or its affiliates, or that Lessor refer patients to Tenant or otherwise generate business for Tenant or its affiliates. Lessor and Tenant hereby acknowledge and certify that it is not a purpose of this Lease or any of the transactions contemplated by this Lease to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever, or to generate referrals for services or supplies for which payment may be made in whole or in part under any Federal health care program. It is the intent of the parties that any referrals that may be made directly or indirectly to the other party will be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient. The parties expressly agree that, to the best of each party's knowledge and belief: (i) the area leased under this Agreement does not exceed that which is reasonable and necessary for the legitimate business of Tenant; (ii) Tenant's proportionate share of expenses does not exceed Tenant's pro-rata share of expenses for the space based upon the total space anticipated to be used by Tenant; and (iii) the rent and any other

sums payable under this Lease Agreement: (a) are set in advance, (b) are consistent with fair market value, (c) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of the other party as a potential referral source; and (d) would be commercially reasonable even if no referrals were made between Lessor and Tenant or their respective affiliates.

37. Compliance with Stark Regulations. It is the parties' intention and good faith belief that the Lease, as it may be amended, and any assignment thereof, complies with all statutes and regulations applicable to healthcare providers including without limitation anti-kickback statutes and the Stark Regulations. *See* 42 U.S.C. § 1395nn, 42 C.F.R. § 411 Subpart J, and 69 Fed. Reg. 16054. The parties are advised of the restrictions regarding "financial relationships" under Stark law in the form of a "compensation arrangement" as those terms are defined by 42 U.S.C. § 1395nn(h)(1) and 42 C.F.R. Subpart J, § 411.354(a), (c). The parties agree that at all times during the term of this Lease, they will cause their relationship to fall within the exception requirements of those statutes and regulations. In the event the Lease, as it may be amended, fails to comply with such statutes and regulations, the parties will negotiate in good faith to correct such non-compliance. Specifically, the parties have complied with, and will continue to comply with the following:

- a. This Lease is fully memorialized in writing, effective only when signed by the parties, and the Lease specifies the space covered by this lease arrangement;
- b. The term of this Lease exceeds one year, and provisions for termination are addressed by this Lease. The parties will not enter into a new agreement for the MOB during the remaining term of the original Lease, unless otherwise allowed by law;
- c. If the Lease is terminated with or without cause during the first year of the original lease term, the parties may not enter into a new lease arrangement for the MOB during the first year of the original lease term;
- d. The Tenant will have exclusive use of the medical office space;
- e. The MOB covered by the Lease will be used by Tenant for the legitimate business purpose of operating its medical practice and the amount of leased medical office space was determined by Tenant and does not exceed that quantity of space that is reasonably and necessary for the legitimate business purposes of the Tenant and will be used exclusively by the Tenant (i.e., not shared with Lessor or any party related to the Lessor);

- f. The rent amounts set forth herein represent the parties' good faith determination of the fair market rental value of the MOB for the Lease term and the method of calculating rent charges over the term of the Lease do not exceed fair market value and have been determined by the parties in advance of such term without reference to the volume or value of any referrals or other business generated between the Lessor and Tenant;
- g. The terms of this Lease are commercially reasonable without provision for, or requiring, referrals between the Lessor and Tenant;
- h. Lessor is not leasing to Tenant medical equipment for use in the lease space, but is including certain furnishings as provided herein; and
- i. Lessor and Tenant agree to at all times comply with the Stark exception protecting compensation paid in connection with indirect compensation arrangements. 42 C.F.R. Subpart J, § 411.357(p).

38. Restrictions on Renegotiation. The parties are advised of the prohibitions against negotiating another agreement with the same or similar provisions contained in this Lease prior to the expiration of the original term of this Lease as set out in 42 C.F.R. Subpart J, § 411.357 and the final Rules and Regulations relating to such statute as published in the *Federal Register*, March 26, 2004, and as amended. The parties agree to comply with those restrictions on renegotiation. The parties are further advised of the prohibitions against an affiliate of the Lessor becoming a party to any sublease of the MOB under 42 U.S.C. § 1395nn(e)(1) and 42 C.F.R. § 411.357(a). The parties agree to comply with those restrictions.

39. Access to Records. Tenant and Lessor will make this Agreement and its books, documents, and records available to the Secretary of CMS, the Comptroller General, and all other governmental entities to the extent required by Federal, State and local government laws, rules, and regulations; and to the other party to the extent required by law.

40. HIPAA. During the term of this Lease, Lessor and Tenant agree to comply with any applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and all applicable regulations promulgated thereunder. Tenant represents and warrants that Lessor, in its capacity under this Agreement, is not Tenant's "Business Associate," as that term is defined in HIPAA regulations.

41. Notice of Claims. Lessor and Tenant agree to promptly notify the other of any knowledge or notice regarding any occurrence in the rendering of services under this Lease which may result in a claim against either of them.

42. Mutual Indemnity. Each party hereto ("Indemnifying Party"), and Tenant limited to the extent of its abilities and obligations pursuant to Wyoming law, hereby

indemnifies, holds harmless and agrees to defend the other party ("Indemnified Party") from and against all claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life or damage to property occurring on the MOB and on the ways immediately adjoining the MOB caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agent, servants or employees; provided the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, its or their agents, servants or employees. The parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this lease, as to claims arising or accruing prior to the expiration of this lease. Nothing in this provision shall be deemed a waiver of Tenant's immunities and defenses pursuant to Wyoming law including its state tort claims cap.

43. Attorneys' Fees. If either party defaults in or breaches any of the terms of this Lease, such defaulting or breaching party will pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement, with or without suit. In any action or proceeding which Lessor or Tenant may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees, including such costs and fees on appeal, which amount will be fixed by the court, and said costs and attorneys' fees will be made a part of any judgment in said action.

44. Time is of the Essence. Time is of the essence of every provision of this Lease.

45. Entire Agreement; Amendments. This Lease sets forth all covenants, promises, agreements, conditions and understandings between Lessor and Tenant concerning the MOB and there are no promises, agreements, conditions or understandings with regard to the MOB, either oral or written, between Lessor and Tenant other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease will be valid or binding unless reduced to writing and signed by Lessor and Tenant.

46. Construction; Severability. The language used in this Lease will be deemed to be the language shown by the parties to express their mutual intent, and no rule of construction will be applied against any party. The captions and headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease or in any way affect this Lease. If any provision of this Lease will to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease will remain in full force and effect and will in no way be affected, impaired or invalidated.

47. Waiver of Breach. The waiver by Lessor or by Tenant of any breach of any provision of the Lease will not operate or be construed as a waiver of any subsequent breach by either Lessor or Tenant.

48. Additional Rent. Any monetary obligations of Tenant to Lessor under the terms of this Lease shall be deemed to be rent.

49. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

50. Good Faith. The parties agree that they will work with each other in good faith in all dealings under the terms of this contract and in all aspects of their professional relationships. Failure to act in good faith will constitute a breach of this Agreement.

51. Parties. This Lease and all of the terms and provisions hereof, unless specifically provided otherwise in this Lease, will inure to the benefit of and be binding upon Lessor and Tenant, and their respective heirs, successors, assigns and legal representatives.

52. Termination Due to Legislative or Administrative Changes. Notwithstanding any provision in this Lease to the contrary, if there is a change in applicable health care law or the interpretation thereof, including, without limitation, Medicare or Medicaid statutes, regulations, or general instructions (or the application thereof), the adoption of new legislation or regulations applicable to this Lease, the implementation of a change in payment methodology in any material third party payor reimbursement system, or the initiation of an enforcement action with respect to any applicable health care law, any of which affects the continuing legality of this Lease or will jeopardize the licensure of either party, the participation of either party in, or the payment or reimbursement from any federal health care program, then the parties must immediately initiate negotiations to resolve the matter through amendments to this Lease. If the parties are unable to resolve the matter within thirty (30) days thereafter, then either party may terminate this Lease by ten (10) days advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances.

53. Termination upon Written Notice. This Agreement may be terminated by the Tenant, without Tenant being deemed in default and without further liability to Lessor, at a date no earlier than ninety (90) days' after Lessor receives Tenant's written notice under this provision that Tenant is required by the terms of its federal grant, or is otherwise mandated by the University of Wyoming, to relocate or close its medical practice for which the purpose of this Agreement is to provide the MOB.

54. Exclusions. During the Term of this Lease, each party must notify the other within three (3) days following the date upon which such party knows or is in receipt of information that would provide such party or another reasonably prudent person with knowledge of any threatened, proposed or actual exclusion from any federal health care program. Each

party will have the right to immediately terminate this Lease upon learning of any violation of this Section by the other party, or due to the exclusion of the other party from a federally funded health care program. To the extent permitted by Wyoming law, each party will indemnify and hold the other party harmless against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by the other party, or due to the exclusion of the other party from a federally funded health care program.

55. Applicable Law; Resolution of Disputes. This Lease, and the rights and obligations of the parties hereto, will be construed and enforced in accordance with the laws of the State of Wyoming. Except for waiving immunity in actions based on its contractual obligations and responsibilities owed to the Lessor under this Lease as provided by Wyo. Stat. Ann. § 1-39-104, the Tenant does not waive its other sovereign or governmental immunity by entering into this Lease, and fully retains all immunities and defenses provided by law with respect to any other action based on or occurring as a result of this Lease. Any actions or claims against the Tenant under this Lease must be brought in accordance with and are controlled by the procedures of the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

56. Notices. All notices to be given to either party hereunder shall be in writing, and either served personally upon the parties or deposited in the United States Mail, certified or registered, with postage prepaid and addressed to the appropriate party at the address as shown below. Notices sent by mail shall be deemed delivered within three (3) business days of when deposited in the United States Mail as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

Tenant:

University of Wyoming
Real Estate Operations
Dept. 4308, 127 Bureau of Mines
1000 E. University Ave.
Laramie, WY 82071
PH: (307) 766-2936/2937
Email: REO@uwyo.edu

Lessor:

Kent M. Kleppinger and Nicko L. Kleppinger
2332 Holiday Drive
Laramie, WY 82070

57. Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year last written below. By signing this Lease, the parties acknowledge that they have read, and understood the terms of this Lease and agree to be bound by it.

LESSOR:

Kent M. Kleppinger Date

Nicko L. Kleppinger	Date
---------------------	------

Lease Payments and Notices to Lessor at:

**2332 Holiday Drive
Laramie, WY 82070**

TENANT:

Trustees of the University of Wyoming

By: _____
Sign

Date _____

Print Name, Title: _____

Notices to Tenant at: _____

**MEDICAL OFFICE BUILDING LEASE AGREEMENT –
Exhibit A**

Waiting room:

- Wall art pieces (2)
- Small TVs able to be set for cable (2)
- Sofa (1)
- Waiting room chairs (7)
- Bookcase (1)

Administration room:

- Full-size desks (2)
- Chairs (5)
- HP laser printer (1)
- Stereo (1)

Kitchen area:

- Microwave (1)
- Dishwasher (1)
- $\frac{3}{4}$ size refrigerator (1)

Lab area:

- Full size refrigerator (1)
- $\frac{1}{2}$ size refrigerator (1)

Utility room:

- Washer (1)
- Dryer (1)

AGENDA ITEM TITLE:

Approval of Modifications to UW Regulation 1-101 (UW Regulations and Standard Administrative Policies and Procedures), MacPherson/Evans

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 September 2016 Board of Trustees meeting, the Board approved review by UW Administration of UW's current regulatory structure, to include the following:

Phasing out presidential directives;
Defining regulation versus policy/procedure;
Creating an online manual, including a new "look" and format for the regulations; and
Updating the substance of the regulations, policies, and procedures as needed, including determining whether there are any substantive gaps.

The new structure will involve three levels of policies:
Governing Regulations (Level A)
Standard Administrative Policies and Procedures (Level B)
Department/Unit Administrative Policies and Procedures (Level C)

The modifications to UW Regulation 1-101 explain what UW Regulations and Standard Administrative Policies and Procedures are and how they are intended to be used.

Per the routing process for UW Regulations, the draft modifications were provided to Executive Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor. Faculty Senate provided a resolution stating that the "Faculty Senate Executive Committee believes that changes to this Regulation contain substantive alterations with important implications to the welfare of the University" and provided proposed redline changes, including procedures to enable shared governance and transparency. Staff Senate, ASUW and the Internal Auditor also provided feedback. ASUW initially had questions, but after discussion endorsed the attached version of the regulation.

Based on this feedback, the Trustee Regulation Committee made certain changes, which have been incorporated into this draft (complete redline version attached). The attached draft contains modifications as of April 16, 2018, but continued discussions with the Trustees Regulation Committee, the President, and Faculty Senate Chair Barker are taking place the week of April 30, 2018.

The Trustee Regulation Committee will discuss this item at the May 2018 Board of Trustees meeting and recommend full Board action, if appropriate.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

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 recommended modifications to the Regulation or further discussion as needed.

PROPOSED MOTION

"I move to approve modifications to UW Regulation 1-101 as presented to the Board in the redline version."

PRESIDENT'S RECOMMENDATION:



Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

UNIVERSITY OF WYOMING REGULATIONS

Subject: UW Regulations and Standard Administrative Policies and Procedures

Number: UW Regulation 1-101

I. PURPOSE

To explain what UW Regulations and Standard Administrative Policies and Procedures are and how they are intended to be used.

II. DEFINITIONS

Regulation: General rule or statement addressing governance, philosophies, principles or broad concepts inherent in carrying out the mission of the University. Regulations mandate requirements of or provisions for members of the University community and have broad application throughout the University. Regulations enhance the University's mission, reduce institutional risk, promote operational efficiency and ensure compliance with applicable laws, regulations or accreditation requirements. Regulations must be approved by the Board of Trustees and are administered by at least one University Officer.

Standard Administrative Policy and Procedure: Operational rule, course of action, or set of steps for completing tasks related to a Regulation. Standard Administrative Policies and Procedures must be approved by the President and are administered by at least one University Officer.

III. AUTHORITY

Article 7, section 17 of the Constitution of the State of Wyoming states that the "legislature shall provide by law for the management of the university, its land and other property by a board of trustees." Wyoming Statute 21-17-204 states, "The board of trustees shall prescribe rules for the government of the university and all its branches."

Article IX of the Bylaws of the Trustees of the University of Wyoming provides that rules for the government of the University shall be designated as UW Regulations ~~of the Trustees~~. ~~These Regulations, which may also be referred to as "UW Regulations," be adopted, changed or amended at any regular or special meeting of the Trustees without prior formal notice.~~ The President of the University shall propose to the Board new ~~regulations~~ Regulations and

Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

modifications to and repeal of existing ~~regulations~~Regulations as necessary to provide for the organization and operation of the University.

IV. REGULATIONS OF ACADEMIC UNITS

~~In accordance with its bylaws, the~~

~~The University Faculty, the faculties of the various colleges and of other academic units, Staff Senate, or University Officers~~ may propose ~~regulations~~Regulations to establish educational and academic policies for the University to promote the general welfare of the University, its students and academic personnel; to establish policies regarding student conduct, student life, and student organizations; and to establish faculty committees.

~~The faculties of the various colleges and of the Graduate School may propose regulations to establish the organization of their respective units, including functions, programs and procedures. Other academic units, after consultation with the Vice President for Academic Affairs, may propose such regulations as are required for the discharge of their responsibilities.~~

All ~~regulations~~Regulations proposed by the University Faculty, the faculties of the various colleges and of ~~the Graduate School and of~~ other academic units, ~~Staff Senate, or University Officers~~ shall be reviewed by the President. The President shall consider the need for such ~~regulations~~Regulations, the duties and authority of the officer or academic unit proposing the ~~regulation~~Regulation, possible conflicts with other existing ~~regulations~~Regulations, and such other matters as the President may deem relevant to the best interests of the University.

As part of the review, the President may seek recommendations from any ~~affected colleges, schools, or~~ units of the University, and/or any officers, ~~University personnel,~~ or committees concerned with the substance of the proposed ~~regulation~~Regulation.

The President may return the proposed ~~regulation~~Regulation for further consideration. If the ~~regulation~~Regulation was proposed by the Faculty Senate, and the Senate, after consideration of the President's views, repasses the ~~regulation~~Regulation by a three-fourths vote of the members present and voting (there being a quorum of at least two-thirds of the voting members present), the President shall refer the ~~regulation~~Regulation to the Trustees, at their next regularly scheduled meeting, for final approval, disapproval or other disposition of the ~~regulation~~Regulation. At this meeting, the Board shall hear the views of the President and the Chair of the Faculty Senate or designee.

Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

H.V. PUBLICATION AND EFFECT OF REGULATIONS

All UW Regulations shall be issued by the Trustees of the University, shall be in a form approved by the Trustees, and shall be published and distributed in a manner directed by the President, including being available on the University's website. All Regulations are subject to alteration, repeal, modification, termination and discontinuance from time to time and at any time by the Board of Trustees.

As-All Standard Administrative Policies and Procedures or other rule, policy, procedure, practice, protocol or similar convention which is inconsistent in any manner with a conditionUW Regulation are of their employment, allno further force or effect, and the Regulation shall govern.

All University employees must conduct themselves in accordance with UW Regulations. As, and as a condition of enrollment in the University, students applying for admission or enrolled in the University must comply with all applicable UW Regulations.

All UW Regulations approved by the Board shall remain effective until repealed or modified by the Board.

~~IV. PRESIDENTIAL DIRECTIVES~~

VI. STANDARD ADMINISTRATIVE POLICIES AND PROCEDURES

A ~~Presidential Directive is a policy~~Standard Administrative Policy and Procedure is established by the University President ~~having~~and has general University-wide effect or application. It is not intended to serve as a substitute for a UW Regulation. ~~Presidential Directives~~Standard Administrative Policies and Procedures shall be published and distributed in a manner directed by the President, including being available on the University's website. To the extent a Standard Administrative Policy or Procedure is inconsistent with a Regulation, the Regulation shall govern.

~~As a condition of their employment, all employees must conduct themselves in accordance with Presidential Directives.~~

AsIf the Board of Trustees amends, repeals, or adopts a UW Regulation, all Standard Administrative Policies and Procedures or other rule, policy, procedure, practice, protocol or similar convention based on or related to that Regulation shall be automatically revoked. The University President may reinstate the Standard Administrative Policy and Procedure or other

Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

rule, policy, procedure, practice, protocol or similar convention as long as it is in conformance with an amended or new Regulation.

All University employees must conduct themselves in accordance with Standard Administrative Policies and Procedures, and as a condition of enrollment in the University, students applying for admission or enrolled in the University must comply with all applicable Presidential Directives Standard Administrative Policies and Procedures.

~~All Presidential Directives shall remain effective until repealed or modified by~~

Responsible Division/Unit: Office of the President

Source: Wyoming Constitution Article 7, Section 17; Wyoming Statute 21-17-204

Links: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>

Associated Regulations, Policies, and Forms: Bylaws of the Trustees of the University of Wyoming, Article IX

History:

Adopted 7/17/08 Board of Trustees meeting

Revisions adopted 7/17/14 Board of Trustees meeting



Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-16-18

UNIVERSITY OF WYOMING REGULATIONS

Subject: UW Regulations and Standard Administrative Policies and Procedures

Number: UW Regulation 1-101

I. PURPOSE

To explain what UW Regulations and Standard Administrative Policies and Procedures are and how they are intended to be used.

II. DEFINITIONS

Regulation: General rule or statement addressing governance, philosophies, principles or broad concepts inherent in carrying out the mission of the University. Regulations mandate requirements of or provisions for members of the University community and have broad application throughout the University. Regulations enhance the University's mission, reduce institutional risk, promote operational efficiency and ensure compliance with applicable laws, regulations or accreditation requirements. Regulations must be approved by the Board of Trustees and are administered by at least one University Officer.

Standard Administrative Policy and Procedure: Operational rule, course of action, or set of steps for completing tasks related to a Regulation. Standard Administrative Policies and Procedures must be approved by the President and are administered by at least one University Officer.

III. AUTHORITY

Article 7, section 17 of the Constitution of the State of Wyoming states that the "legislature shall provide by law for the management of the university, its land and other property by a board of trustees." Wyoming Statute 21-17-204 states, "The board of trustees shall prescribe rules for the government of the university and all its branches."

Article IX of the Bylaws of the Trustees of the University of Wyoming provides that rules for the government of the University shall be designated as UW Regulations, which may be adopted, changed or amended at any regular or special meeting of the Trustees without prior formal notice. The President of the University shall propose to the Board new Regulations

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Campus feedback reviewed and modifications incorporated
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and modifications to and repeal of existing Regulations as necessary to provide for the organization and operation of the University.

IV. REGULATIONS OF ACADEMIC UNITS

The University Faculty, the faculties of the various colleges and of other academic units, Staff Senate, or University Officers may propose Regulations to establish educational and academic policies for the University to promote the general welfare of the University, its students and academic personnel; to establish policies regarding student conduct, student life, and student organizations; and to establish faculty committees.

All Regulations proposed by the University Faculty, the faculties of the various colleges and of other academic units, Staff Senate, or University Officers shall be reviewed by the President. The President shall consider the need for such Regulations, the duties and authority of the officer or academic unit proposing the Regulation, possible conflicts with other existing Regulations, and such other matters as the President may deem relevant to the best interests of the University.

As part of the review, the President may seek recommendations from any colleges, schools, or units of the University, and/or any officers, University personnel, or committees concerned with the substance of the proposed Regulation.

The President may return the proposed Regulation for further consideration. If the Regulation was proposed by the Faculty Senate, and the Senate, after consideration of the President's views, repasses the Regulation by a three-fourths vote of the members present and voting (there being a quorum of at least two-thirds of the voting members present), the President shall refer the Regulation to the Trustees, at their next regularly scheduled meeting, for final approval, disapproval or other disposition of the Regulation. At this meeting, the Board shall hear the views of the President and the Chair of the Faculty Senate or designee.

V. PUBLICATION AND EFFECT OF REGULATIONS

All UW Regulations shall be issued by the Trustees of the University, shall be in a form approved by the Trustees, and shall be published and distributed in a manner directed by the President, including being available on the University's website. All Regulations are subject to alteration, repeal, modification, termination and discontinuance from time to time and at any time by the Board of Trustees.

Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-16-18

All Standard Administrative Policies and Procedures or other rule, policy, procedure, practice, protocol or similar convention which is inconsistent in any manner with a UW Regulation are of no further force or effect, and the Regulation shall govern.

All University employees must conduct themselves in accordance with UW Regulations, and as a condition of enrollment in the University, students applying for admission or enrolled in the University must comply with all applicable UW Regulations.

All UW Regulations approved by the Board shall remain effective until repealed or modified by the Board.

VI. STANDARD ADMINISTRATIVE POLICIES AND PROCEDURES

A Standard Administrative Policy and Procedure is established by the University President and has general University-wide effect or application. It is not intended to serve as a substitute for a UW Regulation. Standard Administrative Policies and Procedures shall be published and distributed in a manner directed by the President, including being available on the University's website. To the extent a Standard Administrative Policy or Procedure is inconsistent with a Regulation, the Regulation shall govern.

If the Board of Trustees amends, repeals, or adopts a UW Regulation, all Standard Administrative Policies and Procedures or other rule, policy, procedure, practice, protocol or similar convention based on or related to that Regulation shall be automatically revoked. The University President may reinstate the Standard Administrative Policy and Procedure or other rule, policy, procedure, practice, protocol or similar convention as long as it is in conformance with an amended or new Regulation.

All University employees must conduct themselves in accordance with Standard Administrative Policies and Procedures, and as a condition of enrollment in the University, students applying for admission or enrolled in the University must comply with all applicable Standard Administrative Policies and Procedures.

Responsible Division/Unit: Office of the President

Source: Wyoming Constitution Article 7, Section 17; Wyoming Statute 21-17-204

Links: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>

Reviewed and endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-16-18

Associated Regulations, Policies, and Forms: Bylaws of the Trustees of the University of Wyoming, Article IX

History:

Adopted 7/17/08 Board of Trustees meeting

Revisions adopted 7/17/14 Board of Trustees meeting

AGENDA ITEM TITLE:

Approval of Modifications to UW Regulations 6-41 and 6-44 and Adoption of New UW Regulations 6-42 and 6-43, MacPherson/Evans

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:

During FY17, the University declared a financial crisis pursuant to UW Regulation 6-41 (Financial Exigency) and initiated a review of 15 academic programs pursuant to UW Regulation 6-43 (Academic Program Elimination). During these processes, the University identified several inconsistencies, inefficiencies and outdated methods. The following modifications and new regulations were endorsed by the Trustees Regulation Committee on October 4, 2017:

Modifications to UW Regulation 6-41 (Financial Exigency)

New UW Regulation 6-42 (Budget Constraints)

Modifications to UW Regulation 6-43 (Academic Program Reorganization, Consolidation, Reduction and Discontinuance). [Note: Since this regulation is substantially modified, a redline version is not instructive.]

Modifications to UW Regulation 6-44 (currently UW Regulation 5-35 Appendix B) (Appeals Procedures)

The Office of Academic Affairs will be drafting a standard administrative policy and procedure to accompany the revised version of UW Regulation 6-43 and has drafted a standard administrative policy and procedure for academic program review, including a requirement to review all academic programs on a regular cycle. Both of these policies will be provided to the Policy Review Group (Vice President and Deans) and the Faculty Senate for review and feedback.

Although these regulations are currently housed under Section 6 (Academic Policy), General Counsel will work with the Trustees Regulation Committee and the President to possibly move some of these regulations to more appropriate sections during the regulatory structure review that is occurring this AY17-18.

Per the routing process for UW Regulations, the draft modifications were provided to Executive Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor. Faculty Senate submitted a resolution stating that the Faculty Senate supported the changes proposed by the Trustees Regulation Committee, provided that the amendments recommended by Faculty Senate were adopted. Staff Senate, ASUW and several Deans also provided feedback.

ASUW President stated the following: "I have wrestled with the feedback I wanted to provide on this regulation. I may be providing more opinion than is necessary, but I want to make sure you are aware of my thoughts before you move this forward. Ultimately, while I understand and can respect the concerns the faculty senate brought forth with this regulation as was originally drafted, I believe that the

original drafts of the regulation would allow for flexibility and an understanding between all on what would come forward in these situations. I would not support the changes proposed by faculty senate. The prioritization of faculty employment protections would leave us having to cut major student support resources from the Division of Student Affairs. I would support the original drafts of the regulation.”

Based on this feedback, the Trustee Regulation Committee made certain changes, which have been incorporated into these drafts (complete redline versions attached). The attached drafts contain modifications as of April 18, 2018, but continued discussions with the Trustees Regulation Committee, the President, and Faculty Senate Chair Barker are taking place the week of April 30, 2018.

The Trustee Regulation Committee will discuss this item at the May 2018 Board of Trustees meeting and recommend full Board action, if appropriate.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

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 recommended modifications to the Regulation or further discussion as needed.

PROPOSED MOTION

“I move to approve modifications to UW Regulations 6-41 and 6-44 as presented to the Board in the redline version. I also move to approve adoption of new UW Regulations 6-42 and 6-43 as presented to the Board.”

PRESIDENT’S RECOMMENDATION:



Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

UNIVERSITY OF WYOMING REGULATIONS

Subject: Financial Exigency
Number: UW Regulation 6-41

I. PURPOSE

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 or extended term academic professionals, 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:~~

"Academic Personnel: For purposes of this Regulation, Academic Personnel includes non-tenure track academic personnel, academic personnel on a fixed term contract (including extended term academic professionals), tenure track faculty, and tenured faculty as defined in UW Regulation 5-1.

Committee"~~means the:~~ The Financial ~~Crisis~~Exigency Advisory Committee.

"Financial Crisis"~~means an~~ **Exigency Plan:** The plan developed by the President, and approved by the Board of Trustees.

Financial Exigency: A demonstrably bona fide, imminent and substantial deficiency in available University financial resources which warrants threatens the viability of the institution as a whole and which cannot be alleviated by means other than a reduction in tenured faculty members or elimination of extended term academic professionals.

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

President: The President of the University of Wyoming.

Unit: For purposes of this Regulation, Unit refers to an academic department. If there is no academic department, then Unit refers to the next smallest academic grouping, such as School or College.

III. DETERMINATION OF FINANCIAL EXIGENCY

~~If the financial projections for the University programs, The deficiency in available financial resources may result from reduced legislative appropriation, reduced state revenues which make appropriated funds unavailable, reduced income from other sources including are so adverse that the University grants, gifts, and tuition and fees, or from unforeseen can remain viable only by terminating tenured faculty members or extended term academic professionals, the President shall request that the Trustees declare a Financial Exigency. If the Trustees agree the financial demands climate is so severe that termination of tenured faculty members or extended term academic professionals is necessary, the Trustees shall declare Financial Exigency and direct the President to prepare a Financial Exigency Plan. The Plan shall be prepared by the President in consultation with the Financial Exigency Advisory Committee. The President shall inform the Committee of the financial circumstances of the University, and of actions taken to effect economies.~~

~~A. "Financial Crisis Plan" means the plan developed by the President to meet a financial crisis, and approved by the Board of Trustees.~~

~~B. "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.~~

~~C. "President" means the President of the University of Wyoming.~~

~~D. "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.~~

~~E. "Tenured Faculty" means regular faculty with tenure as defined in the UW Regulation 5-1.~~

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Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

H.IV. FINANCIAL ~~CRISIS~~ EXIGENCY ADVISORY COMMITTEE

The Financial ~~Crisis~~Exigency Advisory Committee shall consist of thirteen members:

- A. Provost and Vice President for Academic Affairs
- B. Vice President for Administration
- C. Two Deans and/or Directors, selected by the ~~Executive~~ Deans' and Directors' Council
- D. Two ~~voting faculty~~ members from each of the following, selected by their membership:
 - 1. Faculty Senate Executive Committee;
 - 2. Faculty Senate Academic Planning Committee;
 - 3. Faculty Senate Budget Planning Committee; and
 - 4. ~~Two members from~~ Staff Senate; ~~selected by its membership.~~
- E. President of the Associated Students of ~~The~~the University of Wyoming; (ASUW), or a member of the student body designated by the President of ASUW.

The Committee shall elect a chair from its members

H.V. DETERMINATION OF FINANCIAL ~~CRISIS~~ EXIGENCY PLAN

~~Whenever~~If the ~~President determines that~~Board of Trustees declares a ~~financial crisis exists~~Financial Exigency, the President shall:

- ~~A. Declare the existence of a financial crisis;~~
- B.A. Convene the Financial ~~Crisis~~Exigency Advisory Committee to advise the President;
- C.B. Issue a written statement to the University community explaining why a financial ~~crisis has been determined to exist~~exigency exists;

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

~~D.C.~~ Specify the anticipated financial deficiency expected during the current fiscal year and the University's financial prospects for the two succeeding fiscal years;

~~E.D.~~ Call a general University meeting at which the President shall explain why a financial ~~crisis has been declared~~exigency exists, and solicit questions and comments from members of the University community; and

~~F.E.~~ Prepare a Financial ~~Crisis~~Exigency Plan to address the deficiency in University resources, and submit the Plan to the Trustees of the University for approval by the Trustees. This Plan shall include measures to protect the integrity and accreditation of the University.

~~I. FINANCIAL CRISIS PLAN~~

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

~~II. FINANCIAL EXIGENCY~~

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

~~VI. ACTION BY TRUSTEES~~

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

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Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

**VII. COMMITMENT TO TERMINATION OF TENURED FACULTY MEMBERS AND
EXTENDED TERM ACADEMIC PROFESSIONALS**

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

If ~~the position in a program of~~ a tenured faculty member or extended term academic professional is eliminated due to ~~financial exigency~~ Financial Exigency, the University shall make reasonable efforts to transfer the tenured faculty member or extended term academic professional to another open and funded position for which the tenured faculty member or extended term academic professional is qualified.

In the event that it is determined that the employment of a tenured faculty member or extended term academic professional must be terminated due to ~~financial exigency~~ Financial Exigency:

- A. Written notice of termination, stating the cause, shall be given as soon as practicable, ~~time periods for such~~. Termination shall be effective at the end of the current semester. For purposes of this Regulation, these notice ~~in provisions govern, and any other regulations notwithstanding notice provisions provided by UW Regulations, policies, or procedures do not apply;~~
- B. When notice of termination of employment is received, ~~the~~ tenured faculty member or extended term academic professional may appeal the termination ~~underpursuant to UW Regulation 5-35-6-44, but not the decision to declare financial exigency;~~
- C. When a position held by a tenured faculty member or extended term academic professional is terminated, if that position is restored or a new position with similar duties is created within a period of ~~three years~~ one (1) year following its termination, the position shall first be offered to the tenured faculty member or extended term academic professional who formerly held the position, and who was terminated because of ~~financial exigency~~ Financial Exigency, at the same salary, rank, and seniority as the tenured faculty member or extended term academic professional previously held;
- D. Whenever possible, reductions will be accomplished through attrition;
- E. In the event that the necessary budget reductions can be achieved only by terminating tenured faculty, extended term academic professionals, or some combination of tenured faculty and extended term academic professionals, the President shall select positions for termination based upon the curricular

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Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

requirements of a degree program in the Unit, accreditation requirements, or other bona fide program need, after consultation with the Dean and department head or other supervisor of the affected Unit;

F. No faculty member with tenure will be terminated until the faculty members in the Unit without tenure, including extended term academic professionals, have been terminated, and no extended term academic professional will be terminated until the non-extended term academic professionals in the Unit have been terminated. Academic Personnel shall be terminated in the following order: (1) non-tenure track academic personnel; (2) tenure track faculty; (3) academic personnel on a fixed term contract; and (4) tenured faculty;

G. Those employed full-time have retention priority over those employed on a part-time basis;

H. Among tenured faculty members in a Unit having equal professorial rank and retention priority, the tenured faculty member with the greatest seniority in the Unit will have retention priority. Seniority will be based first on an employee's professorial rank and second on total years of full-time equivalent employment in the Unit exclusive of periods of unpaid leave, provided the employee with a break in service of more than four (4) years will not be given credit for service prior to such break;

I. Among extended term academic professionals and fixed term Academic Personnel in a Unit having equal academic professional rank and retention priority, the extended term academic professional with the greatest seniority in the Unit will have retention priority. Seniority will be based first on an employee's academic professional rank and second on total years of full-time equivalent employment in the Unit exclusive of periods of unpaid leave, provided the employee with a break in service of more than four (4) years will not be given credit for service prior to such break; and

~~D.J.~~ A tenured faculty member or extended term academic professional who is under a performance improvement plan shall be terminated prior to any other tenured faculty member or extended term academic professional.

VIII. CLASSIFIED STAFF AND CONTRACTUAL EMPLOYEES

If classified staff or contractual employees will be eliminated due to Financial Exigency;

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-18-18

- A. UW Regulation 4-174 and the Employee Handbook shall govern terminations of classified staff.
- B. The terms of the contract shall govern the termination of any contractual employees, including Athletic employees.

Responsible Division/Unit: Office of the President

Source: None.

Link: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>.

Associated Regulations, Policies, and Forms: UW Regulation 6-44 (Appeal Procedures)

History:

University Regulation 41, Revision 2; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 3/24/2016 Board of Trustees meeting



Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-18-18

UNIVERSITY OF WYOMING REGULATIONS

Subject: Financial Exigency
Number: UW Regulation 6-41

I. PURPOSE

In the event the University of Wyoming is confronted by a deficiency in financial resources which is so serious as to require the discharge of tenured faculty or extended term academic professionals, 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

Academic Personnel: For purposes of this Regulation, Academic Personnel includes non-tenure track academic personnel, academic personnel on a fixed term contract (including extended term academic professionals), tenure track faculty, and tenured faculty as defined in UW Regulation 5-1.

Committee: The Financial Exigency Advisory Committee.

Financial Exigency Plan: The plan developed by the President, and approved by the Board of Trustees.

Financial Exigency: A demonstrably bona fide, imminent financial crisis which threatens the viability of the institution as a whole and which cannot be alleviated by means other than a reduction in tenured faculty members or extended term academic professionals.

President: The President of the University of Wyoming.

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
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Unit: For purposes of this Regulation, Unit refers to an academic department. If there is no academic department, then Unit refers to the next smallest academic grouping, such as School or College.

III. DETERMINATION OF FINANCIAL EXIGENCY

If the financial projections for the University are so adverse that the University can remain viable only by terminating tenured faculty members or extended term academic professionals, the President shall request that the Trustees declare a Financial Exigency. If the Trustees agree the financial climate is so severe that termination of tenured faculty members or extended term academic professionals is necessary, the Trustees shall declare Financial Exigency and direct the President to prepare a Financial Exigency Plan. The Plan shall be prepared by the President in consultation with the Financial Exigency Advisory Committee. The President shall inform the Committee of the financial circumstances of the University, and of actions taken to effect economies.

IV. FINANCIAL EXIGENCY ADVISORY COMMITTEE

The Financial Exigency Advisory Committee shall consist of thirteen members:

- A.** Provost and Vice President for Academic Affairs
- B.** Vice President for Administration
- C.** Two Deans and/or Directors, selected by the Deans' and Directors' Council
- D.** Two members from each of the following, selected by their membership:
 - 1.** Faculty Senate Executive Committee;
 - 2.** Faculty Senate Academic Planning Committee;
 - 3.** Faculty Senate Budget Planning Committee; and
 - 4.** Staff Senate.
- E.** President of the Associated Students of the University of Wyoming (ASUW), or a member of the student body designated by the President of ASUW.

The Committee shall elect a chair from its members.

V. FINANCIAL EXIGENCY PLAN

If the Board of Trustees declares a Financial Exigency, the President shall:

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-18-18

- A. Convene the Financial Exigency Advisory Committee to advise the President;
- B. Issue a written statement to the University community explaining why a financial exigency exists;
- C. Specify the anticipated financial deficiency expected during the current fiscal year and the University's financial prospects for the two succeeding fiscal years;
- D. Call a general University meeting at which the President shall explain why a financial exigency exists, and solicit questions and comments from members of the University community; and
- E. Prepare a Financial Exigency Plan to address the deficiency in University resources, and submit the Plan to the Trustees of the University for approval by the Trustees. This Plan shall include measures to protect the integrity and accreditation of the University.

VI. ACTION BY TRUSTEES

Based upon the Financial Exigency Plan submitted by the President, and upon other available information, the Trustees shall approve, modify and approve, or reject the Financial Exigency Plan.

VII. TERMINATION OF TENURED FACULTY MEMBERS AND EXTENDED TERM ACADEMIC PROFESSIONALS

If a tenured faculty member or extended term academic professional is eliminated due to Financial Exigency, the University shall make reasonable efforts to transfer the tenured faculty member or extended term academic professional to another open and funded position for which the tenured faculty member or extended term academic professional is qualified.

In the event that it is determined that the employment of a tenured faculty member or extended term academic professional must be terminated due to Financial Exigency:

- A. Written notice of termination, stating the cause, shall be given as soon as practicable. Termination shall be effective at the end of the current semester. For purposes of this Regulation, these notice provisions govern, and any other notice provisions provided by UW Regulations, policies, or procedures do not apply;

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-18-18

- B. When notice of termination of employment is received, a tenured faculty member or extended term academic professional may appeal the termination pursuant to UW Regulation 6-44, but not the decision to declare financial exigency;
- C. When a position held by a tenured faculty member or extended term academic professional is terminated, if that position is restored or a new position with similar duties is created within a period of one (1) year following its termination, the position shall first be offered to the tenured faculty member or extended term academic professional who formerly held the position, and who was terminated because of Financial Exigency, at the same salary, rank, and seniority as the tenured faculty member or extended term academic professional previously held;
- D. Whenever possible, reductions will be accomplished through attrition;
- E. In the event that the necessary budget reductions can be achieved only by terminating tenured faculty, extended term academic professionals, or some combination of tenured faculty and extended term academic professionals, the President shall select positions for termination based upon the curricular requirements of a degree program in the Unit, accreditation requirements, or other bona fide program need, after consultation with the Dean and department head or other supervisor of the affected Unit;
- F. No faculty member with tenure will be terminated until the faculty members in the Unit without tenure, including extended term academic professionals, have been terminated, and no extended term academic professional will be terminated until the non-extended term academic professionals in the Unit have been terminated. Academic Personnel shall be terminated in the following order: (1) non-tenure track academic personnel; (2) tenure track faculty; (3) academic personnel on a fixed term contract; and (4) tenured faculty;
- G. Those employed full-time have retention priority over those employed on a part-time basis;
- H. Among tenured faculty members in a Unit having equal professorial rank and retention priority, the tenured faculty member with the greatest seniority in the Unit will have retention priority. Seniority will be based first on an employee's professorial rank and second on total years of full-time equivalent employment in the Unit exclusive of periods of unpaid leave, provided the employee with a break in service of more than four (4) years will not be given credit for service prior to such break;

Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
CLEAN version 4-18-18

- I. Among extended term academic professionals and fixed term Academic Personnel in a Unit having equal academic professional rank and retention priority, the extended term academic professional with the greatest seniority in the Unit will have retention priority. Seniority will be based first on an employee's academic professional rank and second on total years of full-time equivalent employment in the Unit exclusive of periods of unpaid leave, provided the employee with a break in service of more than four (4) years will not be given credit for service prior to such break; and
- J. A tenured faculty member or extended term academic professional who is under a performance improvement plan shall be terminated prior to any other tenured faculty member or extended term academic professional.

VIII. CLASSIFIED STAFF AND CONTRACTUAL EMPLOYEES

If classified staff or contractual employees will be eliminated due to Financial Exigency:

- A. UW Regulation 4-174 and the Employee Handbook shall govern terminations of classified staff.
- B. The terms of the contract shall govern the termination of any contractual employees, including Athletic employees.

Responsible Division/Unit: Office of the President

Source: None.

Link: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>.

Associated Regulations, Policies, and Forms: UW Regulation 6-44 (Appeal Procedures)

History:

University Regulation 41, Revision 2; adopted 7/17/2008 Board of Trustees meeting
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CLEAN version 4-18-18



UNIVERSITY OF WYOMING REGULATIONS

Subject: Budget Constraints
Number: UW Regulation 6-42

I. PURPOSE AND POLICY

Based on constitutional and statutory authority and notwithstanding any other UW Regulation, in the event of insufficient institutional revenue or state imposed budget cuts, the Board of Trustees may impose budget restrictions; budget reductions; staff, faculty, and administrator hiring freezes; staff and administrator terminations; consolidations of departments or units; reorganizations; dropping of courses; eliminations of staff, faculty, and administrator vacancies; eliminations of other services; and/or other efficiencies.

II. BUDGET REDUCTION PLAN

The Board of Trustees may direct the President to prepare a Budget Reduction Plan. The Plan shall be prepared by the President of the University in consultation with appropriate administrators, the Faculty Senate, the Staff Senate, and the Associated Students of the University of Wyoming (ASUW). The Plan shall be due to the Board within forty-five (45) days of the solicitation. The Board of Trustees may approve, modify and approve, or reject the Budget Reduction Plan.

In the event that a reduction in force will accompany any budget restriction or budget reduction made pursuant to this Regulation:

- A. UW Regulations 6-41, 6-43, and 6-44 shall govern terminations of tenured faculty members and extended term academic professionals.
- B. UW Regulation 4-174 and the Employee Handbook shall govern terminations of classified staff.
- C. The terms of the contract shall govern the termination of any contractual employees, including Athletic employees.

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Responsible Division/Unit: Office of Budget and Institutional Planning, through the Division of Administration

Source: None.

Link: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>.

Associated Regulations, Policies, and Forms: UW Regulation 6-41 (Financial Exigency); UW Regulation 6-43 (Academic Program Reorganization, Consolidation, Reduction and Discontinuance); UW Regulation 6-44 (Appeal Procedures); UW Regulation 4-174 (Employee Handbook); Employee Handbook.

History: None.



Reviewed and Endorsed by Regulation Committee 10-4-17
Campus feedback reviewed and modifications incorporated
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UNIVERSITY OF WYOMING REGULATIONS

Subject: Academic Program Reorganization, Consolidation, Reduction and Discontinuance
Number: UW Regulation 6-43

I. PURPOSE

To promote and maintain high quality academic programs, the University may over time develop new academic degree programs or reorganize, consolidate, reduce and/or discontinue existing programs. The Board of Trustees may decide to reorganize, consolidate, reduce and/or discontinue an Academic Program for educational, strategic, realignment, resource allocation, budget constraints, or combinations of educational, strategic, and/or financial reasons. The Board of Trustees may take any of these actions individually or in combination with any of the other actions.

II. DEFINITIONS

Academic Personnel: For purposes of this Regulation, Academic Personnel includes non-tenure track academic personnel, academic personnel on a fixed term contract (including extended term academic professionals), tenure track faculty, and tenured faculty as defined in UW Regulation 5-1.

Academic Program: Degree program, department or division of instruction, school or college, interdisciplinary program or unit, or other academic program unit. For the purposes of this Regulation, Academic Program does not include academic courses.

Unit: For purposes of this Regulation, Unit refers to an academic department. If there is no academic department, then Unit refers to the next smallest academic grouping, such as School or College.

III. PROCESS FOR RECOMMENDING PROGRAM DISCONTINUANCE

A department, its chair, the dean or director, the Faculty Senate, the Provost and Vice President for Academic Affairs, the President of the University, or the Board of Trustees may recommend reorganizing, consolidating, reducing or discontinuing an Academic Program. The President of the University or the Provost in collaboration with the appropriate Faculty Senate committee will review the recommendation. The President or the Provost shall also discuss the recommendation with and solicit feedback from the

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Academic Personnel and staff in the department or program, the department chair, and the dean of the school or college.

The President shall make a final recommendation to reorganize, consolidate, reduce or discontinue a program within a maximum period of 120 days from the time the initial recommendation was made. The President shall submit all recommendations for continuance, reorganization, consolidation, reduction or termination of programs to the Board of Trustees for action within sixty (60) days of the President's final recommendation. The recommendation shall include a plan for program closure, if applicable, identification of tenured faculty and extended term academic professional appointments recommended for termination, and a plan for accommodating students currently enrolled in the program. A University Standard Administrative Policy and Procedure shall provide guidance for this process.

IV. TERMINATION OF TENURED FACULTY OR EXTENDED TERM ACADEMIC PROFESSIONALS

Termination of tenured faculty, extended term academic professionals, or those Academic Personnel with unexpired term appointments may occur as the result of reorganization, consolidation, reduction or discontinuance of an Academic Program. Once the President has decided to recommend reorganization, consolidation, reduction or termination of an Academic Program, the President shall consult with the Provost and appropriate administrators on termination of appointments of tenured faculty members and extended term academic professionals rostered in the organizational unit under review.

If a tenured faculty member or extended term academic professional is eliminated due to the reorganization, consolidation, reduction or discontinuance of an Academic Program, the University shall make reasonable efforts to transfer the tenured faculty member or extended term academic professional to another open and funded position for which the tenured faculty member or extended term academic professional is qualified.

In the event that it is determined that the employment of a tenured faculty member or extended term academic professional must be terminated due to the reorganization, consolidation, reduction or discontinuance of an Academic Program:

- A. Written notice of termination, stating the cause, shall be given as soon as practicable;
- B. When notice of termination of employment is received, the tenured faculty member or extended term academic professional may appeal the termination

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CLEAN version 4-18-18

pursuant to UW Regulation 6-44, but not the decision to reorganize, consolidate, reduce or discontinue an Academic Program;

- C. When a position held by a tenured faculty member or extended term academic professional is terminated, if that position is restored or a new position with similar duties is created within a period of one (1) year following its termination, the position shall first be offered to the tenured faculty member or extended term academic professional who formerly held the position, and who was terminated because of the reorganization, consolidation, reduction or discontinuance, at the same salary, rank, and seniority as the tenured faculty member or extended term academic professional previously held;
- D. Whenever possible, reductions will be accomplished through attrition;
- E. In the event that the necessary budget reductions can be achieved only by terminating tenured faculty, extended term academic professionals, or some combination of tenured faculty and extended term academic professionals, the President shall select positions for termination based upon the curricular requirements of a degree program in the Unit, accreditation requirements, or other bona fide program need, after consultation with the Dean and department head or other supervisor of the affected Unit;
- F. No faculty member with tenure will be terminated until the faculty members in the Unit without tenure, and no extended term academic professional will be terminated until the non-extended term academic professionals in the Unit have been terminated. Academic Personnel shall be terminated in the following order: (1) non-tenure track academic personnel; (2) tenure track faculty; (3) academic personnel on a fixed term contract; and (4) tenured faculty;
- G. Those employed full-time have retention priority over those employed on a part-time basis;
- H. Among tenured faculty members in a Unit having equal professorial rank and retention priority, the tenured faculty member with the greatest seniority in the Unit will have retention priority. Seniority will be based first on an employee's professorial rank and second on total years of full-time equivalent employment in the Unit exclusive of periods of unpaid leave, provided the employee with a break in service of more than four (4) years will not be given credit for service prior to such break;

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Campus feedback reviewed and modifications incorporated
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- I. Among extended term academic professionals and fixed term Academic Personnel in a Unit having equal academic professional rank and retention priority, the extended term academic professional with the greatest seniority in the Unit will have retention priority. Seniority will be based first on an employee's academic professional rank and second on total years of full-time equivalent employment in the Unit exclusive of periods of unpaid leave, provided the employee with a break in service of more than four (4) years will not be given credit for service prior to such break; and
- J. A tenured faculty member or extended term academic professional who is under a performance improvement plan shall be terminated prior to any other tenured faculty member or extended term academic professional.

V. NOTIFICATION TO EMPLOYEES AND STUDENTS

Following formal approval of termination plans by the Board of Trustees, the University shall provide notice to all employees whose appointments are to be terminated. For Academic Personnel with nine-month contracts, termination will be effective at the end of the current academic year. For Academic Personnel with twelve-month contracts, termination will be effective at the end of the current fiscal year. For purposes of this Regulation, these notice provisions govern, and any other notice provisions provided by UW Regulations, policies, or procedures do not apply. When notice of termination of employment is received, the tenured faculty member or extended term academic professional may appeal the termination pursuant to UW Regulation 6-44, but not the decision to reorganize, consolidate, reduce or discontinue the academic program.

If classified staff or contractual employees will be eliminated, UW Regulation 4-174 and the Employee Handbook shall govern terminations of classified staff, and the terms of the contract shall govern the termination of any contractual employees, including Athletic employees.

Notwithstanding the above notice provisions, timing for phasing out programs and displacing tenured faculty members or extended term academic professionals will be based on institutional needs.

Before terminating a degree program, every reasonable effort will be made to allow students to complete their degrees. Program or campus transfers will be made if mutually acceptable to the student and the receiving department. Students will be provided advising assistance with respect to their academic program options. Students will be notified of program closure and timing for phasing out programs.

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Campus feedback reviewed and modifications incorporated
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Responsible Division/Unit: Office of Academic Affairs

Source: None.

Link: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>.

Associated Regulations, Policies, and Forms: UW Regulation 6-44 (Appeal Procedures); Standard Administrative Policy and Procedure (Academic Program Reorganization, Consolidation, Reduction, and Discontinuance Process)

History:

University Regulation 43, Revision 1; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 9/9/2011 Board of Trustees meeting
Revisions adopted 3/24/2016 Board of Trustees meeting



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Campus feedback reviewed and modifications incorporated
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UNIVERSITY OF WYOMING REGULATIONS

Subject: Appeal Procedures – Financial Exigency and Academic Program Reorganization, Consolidation, Reduction and Discontinuance
Number: UW Regulation 6-44

I. PURPOSE

To provide a timely process for hearing the appeal of any tenured faculty member or extended term academic professional whose appointment is terminated pursuant to UW Regulation 6-41, ~~(Financial Exigency and)~~ or UW Regulation 6-43, ~~(Academic Program Elimination, Reorganization, Consolidation, Reduction and Discontinuance).~~

II. RIGHT TO REVIEW AND HEARING

Any tenured faculty member ~~whose employment is terminated pursuant to a Financial Crisis Plan adopted by the Board of Trustees pursuant to UW Regulation 6-41 or or~~ extended term academic professional whose employment is terminated pursuant to UW Regulation 6-41 or 6-43 shall have the right to a hearing before an independent Hearing Officer. ~~(see section VI). This hearing is the exclusive remedy for a termination pursuant to UW Regulation 6-41 or 6-43.~~

~~The rights of staff employees whose employment is terminated pursuant to a Financial Crisis Plan adopted by the Board of Trustees or whose employment is terminated pursuant to program elimination are governed by UW Regulation 4-174.~~

III. NOTICE OF REQUEST FOR HEARING

A person who has a right under this Regulation to appeal termination of employment ~~pursuant to a Financial Crisis Plan or termination of employment pursuant to program elimination~~ may appeal by delivering a written notice of request for hearing to the Office of ~~the Vice President for~~ Academic Affairs within ten (10) calendar days of receiving notice of termination of employment.

The notice shall state with particularity the grounds to be relied upon by the appellant. Complainant. Filing a notice of request for hearing shall not act to delay the termination of employment.

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Campus feedback reviewed and modifications incorporated
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IV. GROUND~~S~~ FOR APPEAL

Grounds for appeal shall be limited to ~~whether the decision to terminate employment was based upon some improper factor or criterion, including~~ following:

- A. Conduct, expressions or beliefs by the ~~appellant~~ Complainant which are protected constitutionally or by the principles of academic freedom;
- B. Factors proscribed by applicable state or federal law regarding fair employment practices; ~~or~~
- ~~C. Improper selection of the individual to be terminated, as a result of any of the following which had a substantial impact upon the decision to terminate:~~
- D.C. Failure to follow procedures or criteria required by UW Regulation ~~6-41 or UW Regulation 6-43;~~
- ~~1. Failure to consider available data relevant to the role of the appellant in the University;~~
- ~~2. Reliance upon unfounded or arbitrary assumptions of fact;~~
- ~~3. Reliance upon other immaterial or improper factors.~~

V. PARTIES TO APPEAL

The ~~parties~~ Parties to appeal shall be: ~~as follows: (1) Complainant – the tenured faculty member or extended term academic professional who has received notice of termination of employment pursuant to a Financial Crisis Plan or pursuant to program elimination; UW Regulation 6-41 or 6-43; and (2) Respondent – the Provost and Vice President for Academic Affairs of the University or designee.~~

VI. HEARING OFFICERS

~~Each fiscal year, one or more individuals shall be nominated by the President after consultation with the Executive Committee of the Faculty Senate to serve as Hearing Officers shall serve pursuant to the following procedures: A panel of this Regulation. Hearing Officers shall be identified in advance of any elimination of positions and maintained by the University upon recommendation of a committee of three tenured faculty members appointed by the Faculty Senate. Hearing Officers for a one-year term and shall be impartial individuals who are experienced in higher education, labor and employment~~

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matters. No Hearing Officer shall be engaged who ~~is not a member of said panel~~ has not been appointed by the President.

VII. SCHEDULING AND NOTICE OF HEARING

~~The Office of Selection Any faculty member who requests a hearing shall be provided a list designated Hearing officers immediately upon receipt of any requests for hearing by the Vice President for Academic Affairs. Within five (5) shall provide notice to the Hearing Officer of the request for a hearing within ten (10) calendar days the faculty member shall select any member on the list of Hearing Officers, subject to the personal availability receiving notice of the Hearing Officer. Complainant's written request. A hearing shall be scheduled by the Hearing Officer to commence not less than fifteen (15) calendar days nor more than thirty (30) sixty (60) calendar days following appointment of notice to the Hearing Officer. The parties shall be notified in writing of the time and place of the hearing not less than ten (10) calendar days prior to the hearing.~~

VIII. PRE-HEARING CONFERENCE

The Hearing Officer shall convene a pre-hearing conference with the ~~parties~~ Parties not less than ~~five (5)~~ seven (7) calendar days preceding any scheduled hearing. The purpose of the pre-hearing conference shall be to exchange lists of witnesses to be called by either ~~party~~ Party; to identify, examine or arrange for copying of any documentary or other real evidence; to make any requests for pre-hearing discovery which shall be ruled upon by the Hearing Officer and to receive any further instructions as determined by the Hearing Officer.

~~Any failure by a party to furnish names and addresses of witnesses, to disclose documentary or other evidence, or to furnish information identified at the pre-hearing conference shall be ruled upon by the Hearing Officer, who may order disclosure, grant a continuance of the hearing, or impose appropriate sanctions including not allowing undiscovered witnesses to testify or not admitting undiscovered evidence at the hearing.~~

IX. HEARING

A. Rights of Parties

~~An appellant shall have access to the evidence on which the administration intends to rely to support the decision to terminate the appointment, and the parties~~ The Parties shall be guaranteed the following minimal procedural safeguards:

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1. To be present in person at all phases of the hearing;
2. To be represented by counsel or other representatives;
3. To testify and to present witnesses and other relevant evidence ~~in~~on the ~~party's~~Party's behalf;
4. To rely upon the administration of the University to secure the cooperation of witnesses, insofar as it is possible for it to do so, ~~to secure the cooperation of witnesses~~;
5. To confront and cross-examine witnesses brought by either ~~party~~Party and testifying in person;
6. To have access without charge to a verbatim record of the hearing, which may be ~~a sound~~an audio recording;
7. To record the hearing through a court reporter or other means, at the ~~party's~~Party's own cost; and
8. To receive a written copy of the ~~findings of fact and decision~~recommendations of the Hearing Officer.

B. Hearing Procedure

The order of proceedings at the hearing shall be:

1. ~~The parties~~Each Party may make a brief opening statement to the Hearing Officer setting forth the grounds for the appeal and summarizing the evidence ~~which~~that the ~~party~~Party intends to introduce.
2. The ~~appellant~~Complainant shall present witnesses and other evidence in support of the appeal.
3. ~~The Hearing Officer shall determine whether the appellant has presented a prima facie case to support the grounds for appeal. If no prima facie case has been made, the Hearing Officer shall dismiss the appeal.~~
- 4.3. ~~The respondent may~~The Respondent shall present witnesses and other evidence to support the recommended termination decision.

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~~5.4.~~ The ~~appellant~~ Complainant may present evidence in rebuttal.

~~6.5.~~ ~~The parties~~ Each Party may make a brief ~~argument in summation~~ closing statement.

C. Admissibility of Evidence

Formal rules of ~~judicial~~ evidence shall not apply at the hearing. Reception of evidence shall be informal and all relevant and material evidence shall be received at the discretion of the Hearing Officer. Witnesses at the hearing shall testify under oath or affirmation. The Hearing Officer shall rule upon any objections to evidence.

~~A. Adjournment of Hearing~~

~~Reasonable adjournments of the hearing may be granted by the Hearing Officer to enable either party to respond to evidence as to which a valid claim of surprise is made.~~

D. Representation and Costs

The ~~appellant~~ Complainant may ~~represent himself or herself, or~~ may be represented by ~~himself or herself, by~~ legal counsel or any other ~~representative~~ advisor of Complainant's choice. The administration shall be ~~entitled to utilize the university's legal resources~~ represented by the University's Office of General Counsel. Administrative costs of the hearing shall be borne by the University. Any cost incurred by the ~~appellant~~ Complainant in preparing for the hearing or securing representation shall be borne by the ~~appellant~~ Complainant.

E. Confidentiality

The ~~hearing shall be private and restricted to such persons as shall be permitted by the~~ Hearing Officer ~~shall sequester witnesses unless the appellant requests not later than at the pre-hearing conference~~ both Parties agree that the hearing shall be public.

X. DECISION

On the basis of all of the evidence received at the hearing, the Hearing Officer shall ~~make~~ recommend findings and ~~recommendations~~ conclusions as follows:

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Campus feedback reviewed and modifications incorporated
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- A. The Hearing Officer shall consider whether one or more of the improper factors listed in Section ~~3IV~~ hereof entered significantly into the decision to terminate, and shall make a finding thereof. If the ~~hearing~~Hearing Officer finds that improper factors may have entered into the decision to terminate, but further finds that the same decision would have been reached had the ~~improprieties~~improper factors not occurred, the Hearing officer shall make a finding thereof.
- B. Within twenty (20) calendar days following the conclusion of the hearing, the Hearing Officer shall forward ~~the~~his or her recommended findings and conclusions and the written report explaining the reasons for the recommendations to the Board of Trustees with copies to the ~~appellant~~Complainant, the Provost and Vice President for Academic Affairs, and the President of the University.

XI. REVIEW BY THE BOARD OF TRUSTEES

If a tenured faculty member or extended term academic professional whose employment is recommended for termination does not request a hearing, that termination shall be deemed proper ~~and shall be acted upon by the Board of Trustees upon recommendation of the President of the University. The case of any faculty member who receives a hearing pursuant to this University Regulation shall be acted upon by the Board of Trustees as follows:~~

~~The~~If the tenured faculty member or extended term academic professional whose employment is recommended for termination does request a hearing pursuant to this Regulation, the Board of Trustees shall review the ~~findings of fact and recommendation~~recommendations submitted by the Hearing Officer and within ~~twenty (20)~~thirty (30) calendar days after receipt, issue a written order to either terminate ~~the faculty member or to~~ retain the ~~faculty member~~employee. If the Board terminates the ~~faculty member's employment~~employee over a recommendation by the Hearing Officer for retention, the written order of the Board shall include a conclusion together with reasons supported by the record. A copy of the order shall be provided to the ~~faculty member~~employee and a copy shall be entered into the University records pertaining to the ~~faculty member~~employee. Any action by the Board pursuant to this ~~subsection~~section shall be approved by the majority of the members of the Board of Trustees.

1. EFFECT OF RESCISSION OF DECISION TO TERMINATE EMPLOYMENT.

Rescission of a decision made under UW Regulation 6-41 or UW Regulation 6-43 to terminate ~~the employment of a tenured faculty member shall not prevent further proceedings pursuant to these regulations which may affect continuation of the employment of the tenured faculty member.~~

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~~2. CALCULATION OF TIME. In calculating period of time, Saturdays, Sunday, University holidays and legal holidays shall be excluded.~~

Responsible Division/Unit: Office of Academic Affairs

Source: None.

Link: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>.

Associated Regulations, Policies, and Forms: UW Regulation 6-41 (Financial Exigency) and UW Regulation 6-43 (Academic Program Reorganization, Consolidation, Reduction and Discontinuance)

History:

Revisions adopted 11/15/13 Board of Trustees meeting



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Campus feedback reviewed and modifications incorporated
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UNIVERSITY OF WYOMING REGULATIONS

Subject: Appeal Procedures – Financial Exigency and Academic Program Reorganization, Consolidation, Reduction and Discontinuance

Number: UW Regulation 6-44

I. PURPOSE

To provide a timely process for hearing the appeal of any tenured faculty member or extended term academic professional whose appointment is terminated pursuant to UW Regulation 6-41 (Financial Exigency) or UW Regulation 6-43 (Academic Program Reorganization, Consolidation, Reduction and Discontinuance).

II. RIGHT TO REVIEW AND HEARING

Any tenured faculty member or extended term academic professional whose employment is terminated pursuant to UW Regulation 6-41 or 6-43 shall have the right to a hearing before an independent Hearing Officer (see section VI). This hearing is the exclusive remedy for a termination pursuant to UW Regulation 6-41 or 6-43.

III. NOTICE OF REQUEST FOR HEARING

A person who has a right under this Regulation to appeal termination of employment may appeal by delivering a written notice of request for hearing to the Office of Academic Affairs within ten (10) calendar days of receiving notice of termination of employment. The notice shall state with particularity the grounds to be relied upon by the Complainant. Filing a notice of request for hearing shall not act to delay the termination of employment.

IV. GROUNDS FOR APPEAL

Grounds for appeal shall be limited to the following:

- A. Conduct, expressions or beliefs by the Complainant which are protected constitutionally or by the principles of academic freedom;
- B. Factors proscribed by applicable state or federal law regarding fair employment practices; or

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CLEAN version 4-18-18

C. Failure to follow procedures or criteria required by UW Regulation.

V. PARTIES TO APPEAL

The Parties to appeal shall be as follows: (1) Complainant – the tenured faculty member or extended term academic professional who has received notice of termination of employment pursuant to UW Regulation 6-41 or 6-43; and (2) Respondent – the Provost and Vice President for Academic Affairs or designee.

VI. HEARING OFFICERS

Each fiscal year, one or more individuals shall be nominated by the President after consultation with the Executive Committee of the Faculty Senate to serve as Hearing Officers pursuant to this Regulation. Hearing Officers shall be appointed for a one-year term and shall be impartial individuals who are experienced in higher education, labor and employment matters. No Hearing Officer shall be engaged who has not been appointed by the President.

VII. SCHEDULING AND NOTICE OF HEARING

The Office of Academic Affairs shall provide notice to the Hearing Officer of the request for a hearing within ten (10) calendar days of receiving notice of the Complainant's written request. A hearing shall be scheduled by the Hearing Officer to commence not less than fifteen (15) calendar days nor more than sixty (60) calendar days following notice to the Hearing Officer. The parties shall be notified in writing of the time and place of the hearing not less than ten (10) calendar days prior to the hearing.

VIII. PRE-HEARING CONFERENCE

The Hearing Officer shall convene a pre-hearing conference with the Parties not less than seven (7) calendar days preceding any scheduled hearing. The purpose of the pre-hearing conference shall be to exchange lists of witnesses to be called by either Party; to identify, examine or arrange for copying of any documentary or other real evidence; to make any requests for pre-hearing discovery which shall be ruled upon by the Hearing Officer and to receive any further instructions as determined by the Hearing Officer.

IX. HEARING

A. Rights of Parties

Reviewed and Endorsed by Regulation Committee 10-4-17
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The Parties shall be guaranteed the following minimal procedural safeguards:

1. To be present in person at all phases of the hearing;
2. To be represented by counsel or other representatives;
3. To testify and to present witnesses and other relevant evidence on the Party's behalf;
4. To rely upon the administration of the University to secure the cooperation of witnesses, insofar as it is possible for it to do so;
5. To confront and cross-examine witnesses brought by either Party and testifying in person;
6. To have access without charge to a verbatim record of the hearing, which may be an audio recording;
7. To record the hearing through a court reporter or other means, at the Party's own cost; and
8. To receive a written copy of the recommendations of the Hearing Officer.

B. Hearing Procedure

The order of proceedings at the hearing shall be:

1. Each Party may make a brief opening statement to the Hearing Officer setting forth the grounds for the appeal and summarizing the evidence that the Party intends to introduce.
2. The Complainant shall present witnesses and other evidence in support of the appeal.
3. The Respondent shall present witnesses and other evidence to support the recommended termination decision.
4. The Complainant may present evidence in rebuttal.
5. Each Party may make a brief closing statement.

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C. Admissibility of Evidence

Formal rules of evidence shall not apply at the hearing. Reception of evidence shall be informal and all relevant and material evidence shall be received at the discretion of the Hearing Officer. Witnesses at the hearing shall testify under oath or affirmation. The Hearing Officer shall rule upon any objections to evidence.

D. Representation and Costs

The Complainant may represent himself or herself, or may be represented by legal counsel or any other advisor of Complainant's choice. The administration shall be represented by the University's Office of General Counsel. Administrative costs of the hearing shall be borne by the University. Any cost incurred by the Complainant in preparing for the hearing or securing representation shall be borne by the Complainant.

E. Confidentiality

The Hearing Officer shall sequester witnesses unless both Parties agree that the hearing shall be public.

X. DECISION

On the basis of all of the evidence received at the hearing, the Hearing Officer shall recommend findings and conclusions as follows:

- A.** The Hearing Officer shall consider whether one or more of the improper factors listed in Section IV hereof entered significantly into the decision to terminate, and shall make a finding thereof. If the Hearing Officer finds that improper factors may have entered into the decision to terminate, but further finds that the same decision would have been reached had the improper factors not occurred, the Hearing officer shall make a finding thereof.
- B.** Within twenty (20) calendar days following the conclusion of the hearing, the Hearing Officer shall forward his or her recommended findings and conclusions and the written report explaining the reasons for the recommendations to the Board of Trustees with copies to the Complainant, the Provost and Vice President for Academic Affairs, and the President of the University.

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XI. REVIEW BY THE BOARD OF TRUSTEES

If a tenured faculty member or extended term academic professional whose employment is recommended for termination does not request a hearing, that termination shall be deemed proper.

If the tenured faculty member or extended term academic professional whose employment is recommended for termination does request a hearing pursuant to this Regulation, the Board of Trustees shall review the recommendations submitted by the Hearing Officer and within thirty (30) calendar days after receipt, issue a written order to either terminate or retain the employee. If the Board terminates the employee over a recommendation by the Hearing Officer for retention, the written order of the Board shall include a conclusion together with reasons supported by the record. A copy of the order shall be provided to the employee and a copy shall be entered into the University records pertaining to the employee. Any action by the Board pursuant to this section shall be approved by the majority of the members of the Board of Trustees.

Responsible Division/Unit: Office of Academic Affairs

Source: None.

Link: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>.

Associated Regulations, Policies, and Forms: UW Regulation 6-41 (Financial Exigency) and UW Regulation 6-43 (Academic Program Reorganization, Consolidation, Reduction and Discontinuance)

History:

Revisions adopted 11/15/13 Board of Trustees meeting

AGENDA ITEM TITLE:

Approval of the Modifications to UW Regulation 8-2 (Degrees and Diplomas), MacPherson/Evans

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:

UW Regulation 8-2 currently states the following related to the designation of degrees offered by the University:

All academic programs leading to a bachelor's, master's, or doctoral degree, or to a professional diploma, must be authorized by the Trustees. The requirements for and designation of offered degrees shall be established by UW Regulations. Degrees and diplomas shall be awarded by the Trustees upon recommendation of the appropriate school or college faculty, transmitted to the Trustees by the President of the University.

Additionally, UW Regulation 1-102 (J) states, "At its annual meeting in May, the Board of Trustee's shall approve the master list of degrees offered by the University of Wyoming. The list may be amended by the Board at any meeting."

However, there is no defined process for this approval. The President and the Provost have proposed a two-step process for consideration by the Board of Trustees:

- (1) Notice of Intent – a preliminary, conceptual proposal requesting authorization to plan an new academic program; and
- (2) Request for Authorization – proposal to implement the Academic Program, including the purpose and need for the proposed Academic Program; the proposed curriculum; a plan to assess the Academic Program; anticipated enrollment, existing or new resources required to deliver the Academic Program, and timeline for implementation; a plan for accreditation, if applicable; the benefits of the Academic Program to the University; the ability of the University to carry out the Academic Program; and the likely value to, and impact on, students and the residents of Wyoming. This step includes the opportunity for Executive Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW and campus to provide feedback.

Per the routing process for UW Regulations, the draft modifications were provided to Executive Team, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor. ASUW and Staff Senate reviewed and had no suggested feedback. Faculty Senate provided feedback. Based on this feedback, the Trustee Regulation Committee made certain changes, which have been incorporated into this draft (complete redline version attached).

The Trustee Regulation Committee will discuss this item at the May 2018 Board of Trustees meeting and recommend full Board action, if appropriate.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

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 recommended modifications to the Regulation.

PROPOSED MOTION

"I move to approve modifications to UW Regulation 8-2 as presented in the redline version to the Board."

PRESIDENT'S RECOMMENDATION:

The President recommends approval.



Reviewed and Endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

UNIVERSITY OF WYOMING REGULATIONS

Subject: Degrees and Diplomas

Number: UW Regulation 8-2

I. PURPOSE

outlinesTo establish the requirementprocess for approval and designation of degrees
Academic Programs offered by the University.

II. DEFINITIONS

Academic Program: ~~All~~An academic ~~programs~~program leading to a bachelor's,
certificate, bachelor's degree, master's, ~~or degree~~, doctoral degree, or ~~to a~~ professional
diploma. For the purposes of this Regulation, Academic Program does not include
academic courses.

III. POLICY

All Academic Programs must be authorized by the Board of Trustees. ~~The requirements for~~
~~and designation of offered degrees shall be established by UW Regulations. Degrees and~~
~~diplomas~~Academic Programs shall be awarded by the Board of Trustees upon
recommendation of the appropriate school or college faculty, transmitted to the Board of
Trustees by the President of the University.

IV. ACADEMIC PROGRAM APPROVAL

Notice of Intent. The Provost, in consultation with the President, shall submit a Notice of
Intent to plan a new Academic Program to the Board of Trustees' Academic and Student
Affairs Committee, who shall make a recommendation to the full Board of Trustees for
approval or disapproval. A Notice of Intent is a preliminary, conceptual proposal requesting
authorization to plan a new Academic Program.

The Plan should normally be no longer than three (3) pages in length and shall include the
following information:

A. The name of the proposed Academic Program and the mode of delivery;

Reviewed and Endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

- B. A description of the new Academic Program that includes an outline of the anticipated curriculum and learning outcomes;
- C. Information about content and how the Academic Program may relate to other offerings;
- D. A plan for obtaining a market analysis of anticipated student demand and enrollment, and a plan for evaluation and analysis of post-graduation employment market demand
- A. Preliminary budget, including potential funding sources, projected expenses and revenues, and potential faculty, academic professionals, lecturers, professors of practice, and staff;
- E. Proposed timeline for staged implementation over five years, including campus and Board of Trustees review;
- F. Information on other required approvals, such as accreditation bodies and the Higher Learning Commission;
- G. Evidence of how the new Academic Program aligns with the University's mission, strategic plan, and existing academic degree program array; and
- H. A rationale that clearly defines the need for the new Academic Program. The rationale should include evidence that the Academic Program will not produce unnecessary duplication of existing programs.

The Board of Trustees may review and consider taking appropriate action. Until Board of Trustees approval of the Notice of Intent, there shall be no further action on the Academic Program.

Request for Authorization. After review and approval of the Notice of Intent, and upon completion of a full feasibility study and campus review, the President shall submit a Request for Authorization to implement the Academic Program, including the purpose and need for the proposed Academic Program; the proposed curriculum; a plan to assess the Academic Program; anticipated enrollment, existing or new resources required to deliver the Academic Program, and timeline for implementation; a plan for accreditation, if applicable; the benefits of the Academic Program to the University; the ability of the University to carry out the Academic Program; and the likely value to, and impact on, students and the residents of Wyoming.

Reviewed and Endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

This Request for Authorization should normally be no longer than ten (10) pages in length and shall be accompanied by a Letter of Commitment from the Provost's Office, affirming the following:

- A. The Academic Program has been designed to meet the University's standards of quality and will make a meaningful contribution to the University's mission, strategic plan, overall academic plan, and academic degree program array;
- B. The University community, including but not limited to Executive Team, Deans and Directors, Faculty Senate, Staff Senate, and ASUW, have been provided the opportunity to review and present feedback;
- C. The necessary financial and human resources are in place and/or have been committed to implement and sustain the Academic Program; and
- D. Program evaluations are in place.

The Letter of Commitment shall include a detailed budget for the next four (4) years, including funding sources, projected expenses and revenues, and faculty, academic professionals, lecturers, professors of practice, and staff.

The Board of Trustees may review and consider taking appropriate action. Until Board of Trustees approval of the Request for Authorization, there shall be no further action on the Academic Program.

V. MASTER LIST OF DEGREES

At its annual meeting in May, the Board of Trustees shall approve the master list of Academic Programs offered by the University of Wyoming. The list may be amended by the Board at any meeting.

VI. HONORARY DEGREES

Nominees for honorary degrees may be submitted by members or former members of the Trustees, members of the faculty, and alumni. All recommendations shall be submitted in writing to the President of the University by a designated date each year. The President shall refer all nominations to a joint committee consisting of not more than four members of the Trustees appointed annually by the President of the Trustees, three members of the appropriate faculty committee chosen annually by that committee, and the President of the University who shall preside as chairperson without vote.

Commented [TRE1]: This was transferred from UW Regulation 1-102.

Commented [TRE2]: This was transferred from UW Regulation 1-1.

Reviewed and Endorsed by the Regulation Committee 11-1-17
Campus feedback reviewed and modifications incorporated
Complete redline version 4-16-18

~~III. ADMINISTRATION~~

~~The University Division of Academic Affairs shall administer this Regulation.~~

Responsible Division/Unit: Division of Academic Affairs

Source: None.

Links: <http://www.uwyo.edu/generalcounsel/current-uw-regulations-and-presidential-directives/index.html>

Associated Regulations, Policies, and Forms:

History:

Trustee Regulation IX.A; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/14/2014 Board of Trustees meeting

AGENDA ITEM TITLE:

Modifications to Bylaws of the Trustees of the University of Wyoming, MacPherson

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:

Attached are draft modifications to the Bylaws of the Trustees of the University of Wyoming:

- 1) Adding that the Board of Trustees shall set their annual schedule of items to approve, discuss or report at the annual meeting (Section 2-1).
- 2) Making the Academic and Student Affairs Committee a permanent committee (Section 7-9).

Pursuant to Article VIII, the Bylaws may be changed or amended at any regular meeting of the Trustees by a vote of two-thirds of all the members, provided that notice of the intention to change, amend, or add to the Bylaws, in whole or part, shall have been given in the notice of the meeting or shall have been given at a preceding meeting of the Trustees. Such notice shall be in writing and shall include the exact wording of the legislation proposed.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Written notice of these proposed modifications was provided at the March 2018 Board of Trustees meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to Article VIII, the Bylaws may be changed or amended at any regular meeting of the Trustees by a vote of two-thirds of all the members, provided that notice of the intention to change, amend, or add to the Bylaws, in whole or part, shall have been given in the notice of the meeting or shall have been given at a preceding meeting of the Trustees.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the modifications to the Bylaws.

PROPOSED MOTION

"I move to authorize the changes to the Bylaws of the Trustees as presented to the Board in the attached redline version."

BYLAWS OF THE TRUSTEES OF THE UNIVERSITY OF WYOMING

The ByLaws of the Trustees were adopted pursuant to authority granted to the Trustees by the Wyoming Legislature and in accordance with the Wyoming Constitution. The ByLaws are about the Trustees and how the Trustees organize and carry out their meetings. Additionally, the existence of Trustee Regulations is established and the appointment of the President of the University and his/her authority is set forth.

BYLAWS OF THE TRUSTEES OF THE UNIVERSITY OF WYOMING

Republished Edition May 10, 2017

Article I. STATUTORY CREATION AND AUTHORITY

Section 1-1. APPOINTMENT, TERM AND AUTHORITY

In accordance with the laws of the State of Wyoming (Wyo. Stat. §§21-17-201 et seq), the government of the University of Wyoming is vested in a board of twelve (12) trustees appointed by the governor, with the advice and consent of the senate, for a six year term, with terms to be staggered.

For purposes of these Bylaws, "Trustees," "Board" and "Board of Trustees" shall be defined as the 12 individual trustees appointed by the governor and may be used interchangeably throughout these Bylaws.

Section 1-2. EX OFFICIO MEMBERS

The Governor of the State of Wyoming, the President of the University of Wyoming, the State Superintendent of Public Instruction, the Director of the Wyoming Community College Commission, and the President of the Associated Students of the University of Wyoming are ex officio members of the Trustees, as such having the right to speak, but not to vote.

For purposes of these Bylaws, these members shall be defined as "ex officio members."

Section 1-3. VACANCIES

Any vacancy in the membership of the Trustees shall be filled in accordance with laws pertaining thereto.

Article II. MEETINGS OF THE TRUSTEES

Section 2-1. REGULAR MEETINGS

The annual meeting of the Trustees shall be held at the time of the meeting that is held closest to the regular Spring Commencement. At the annual meeting, the Trustees may set their schedule of regular meetings for the ensuing year and the final UW Board of Trustees' Annual Schedule of Items to Approve, Discuss or Report for the ensuing year in a form similar to that attached hereto and made a part hereof by this reference, but with such modifications as a majority of the Board may approve. After approval, a copy of the UW Board of Trustees' Annual Schedule of Items to Approve, Discuss or Report shall be posted on the Trustees' website annually. Written notice of all regular meetings shall be given by the President of the University to each Trustee and ex officio member at least five-ten (10) days in advance of the meeting. Attendance by Trustees or ex officio members at regular meetings can be in person or by electronic media.

Meeting Agendas for UW Board of Trustees shall be developed from three sources:

First: Those matters listed as monthly topics for each month's meeting shall be listed on the Trustees' Agenda for the month as set forth herein.

Second: Items requested by a Trustee in writing or during that period of time allocated allowing any Trustee to raise a topic of their choice for placement on the Agenda and approved by the President of the Board.

Third: Items requested from Administration for placement on the Agenda and approved by the President of the Board with input from the Executive Committee.

Prior to preparing a draft agenda, consultation will be had with the Board President to assure the Board President is fully engaged in the development of all Board Agendas. A preliminary draft agenda will be developed far enough in advance so as to allow compliance with the posting time frames set out on the next paragraph, but also allowing sufficient time for the President of the University and the Executive Committee to review and provide appropriate input.

While exceptions can be made if necessary, Administration is expected to have any topics it wishes to present to the Board in open or executive session at the next meeting in a form allowing all final materials relative to that topic, together with both the open and executive session minutes from the previous meeting, to be uploaded to the Trustees' website at least two weekends/over ten (10) days prior to the next scheduled meeting.

Section 2-2. SPECIAL MEETINGS

Special meetings of the Trustees may be called by the President of the Trustees, or by any three Trustees, at such time and place as they may deem expedient, and a majority of said Trustees shall constitute a quorum for the transaction of business; but a smaller number may adjourn from time to time. Notice of special meetings shall be given to each Trustee and ex officio member at least eight (8) hours in advance of such meeting. Attendance by Trustees or ex officio members at special meetings can be in person or by electronic media.

Section 2-3. ACTION IN REGULAR AND SPECIAL MEETINGS

At all regular and special meetings, it shall be valid to act on any subject within the power of the corporation except as provided elsewhere in these Bylaws.

Section 2-4. PLACE OF MEETINGS

All meetings of the Trustees shall be held at the University of Wyoming, unless otherwise ordered by the Trustees.

Section 2-5. REPEALED

Section 2-6. ACT OF THE TRUSTEES

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Trustees. A Trustee is considered "present" if attending the meeting in person or by electronic media.

Section 2-7. PUBLIC ATTENDANCE AT MEETINGS

Regular and special meetings of the Trustees shall be open to the public except for executive sessions which may be convened at any time by vote upon motion by any Trustee. Executive sessions shall be attended only by the Trustees and such persons as may be designated by the presiding officer or included in the motion. No actions shall be taken in executive sessions. Matters considered and discussed during executive sessions shall be confidential except as otherwise provided by law.

Article III. PROCEDURE AT MEETINGS

Section 3-1. QUORUM

A majority of the Trustees shall constitute a quorum for the transaction of business. Any number less than a quorum present at a meeting duly called may adjourn from time to time until a quorum shall be in attendance.

Section 3-2. ORDER OF BUSINESS

The business at each regular or special meeting shall be conducted in the following manner, unless otherwise authorized by appropriate Trustees action.

Roll Call

Approval of Board of Trustees Meeting Minutes

Election of Officers (annual meeting or as necessary)

Reports

Public Testimony (scheduled during the regular meeting)

Committee of the Whole, Regular Business (Board Committee Reports)

Proposed Items for Action

New business

Date of Next Meeting

Adjournment

Section 3-3. RULES OF PROCEDURE

Meetings of the Trustees shall be conducted according to Robert's rules of parliamentary procedure except as modified by the Trustees. Each Trustee who is present shall vote on every question, unless excused from voting by the Trustees. The ayes and nays shall be called and entered upon request of any Trustee.

Section 3-4. MINUTES OF PROCEEDINGS

Minutes of proceedings of the Trustees and of their committees shall be kept by the secretary, or designee. Action of the Trustees which utilizes material presented by reports or other documents shall be presented in the minutes in such form as to include, when not impractical, the full text of the action so that reference to other reports and documents is not necessary in order to determine the exact meaning of the action taken.

Article IV. OFFICERS OF THE TRUSTEES

Section 4-1. NUMBER

The officers of the Trustees shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be limited to the twelve appointed Trustees.

Section 4-2. ELECTION AND TERM OF OFFICE

The officers of the Trustees shall be elected annually at the annual meeting. Each officer shall hold office for one year or until his or her successor is elected and qualified. No Trustee shall be eligible for re-election as president immediately after having served two successive regular terms in that office.

Section 4-3. VACANCIES

In the event of a vacancy in any office of the Trustees, an election shall be held for the unexpired term at the next regular or special meeting of the Trustees.

Article V. DUTIES OF OFFICERS

Section 5-1. DETERMINATION OF DUTIES

The officers of the Trustees shall perform the duties expressly enjoined upon them by the laws of this State and by the Bylaws of the Trustees, and such other incidental duties as pertain to their respective offices, or as may be assigned from time to time by the Trustees or their President.

Section 5-2. PRESIDENT

The President of the Trustees shall preside over all meetings of the Trustees; shall call the Trustees or Executive Committee in regular or special session at such times as the President may deem advisable or necessary or at any time upon the petition of three or more Trustees; and the President shall have authority to decide any disputes as to the application or meaning of these rules and Bylaws, but this decision shall be referred to the next regular or special meeting of the Trustees for final decision and adjudication by the Trustees. The President of the Trustees shall have power to make temporary appointments to fill vacancies in the appointments of the Trustees to other boards or committees during the interval between Trustees meetings. The President shall be an ex officio voting member of all permanent committees of the Trustees. The President may sign, with the secretary or any other proper officer of the Trustees thereunto authorized by the Trustees, any deeds, mortgage, bonds, contracts, or other instruments which the Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Trustees by resolution, by UW Regulation, or by these Bylaws to some other officer or agent of the Trustees, or shall be required by law to be otherwise signed or executed. The President of the Trustees shall have the power to appoint ad-hoc committees as needed to address the business of the University. An ad-hoc committee is defined as an informal working group that can operate without formal board approval until completion of the committee's assigned task as determined by the President.

Section 5-3. VICE PRESIDENT

In the absence of the President of the Trustees or in the event that the office becomes vacant, or of the president's inability or refusal to act, the Vice President shall perform the duties of the President.

Section 5-4. SECRETARY

The Secretary of the Trustees shall be sworn to the performance of his or her duties as provided by statute. The Secretary shall be responsible for the minutes of meetings of the Trustees; shall be custodian of the Trustees records and of the seal of the Trustees and see that the seal of the Trustees is affixed to all documents, the execution of which on behalf of the Trustees under its seal, is duly authorized; shall sign with the President of the Trustees such instruments as the latter may execute; and shall be responsible for the supervision of duties delegated or assigned to the Deputy Secretary appointed by the Trustees.

In the event that the offices of President and Vice President become vacant or both refuse or are unwilling to act, the Secretary shall perform the duties of President until the next regular or special meeting of the Trustees and preside at that meeting until the vacancy in the presidency is filled.

Section 5-5. TREASURER

The Treasurer shall cause an annual report to be prepared by the officers and employees of the University of Wyoming which shall show all receipts and disbursements; shall receive any monies, through the Deputy Treasurer, required by law to be paid to the Treasurer of the Trustees; and shall maintain general cognizance of fiscal and accounting procedures utilized by officers of the University of Wyoming designated by the Trustees to receive and disburse all monies.

In the event that the offices of President, Vice President and Secretary become vacant or all refuse or are unwilling to act, the Treasurer shall perform the duties of the President until the next regular or special meeting of the Trustees and preside at the meeting of the Trustees until the vacancy in the presidency is filled.

Article VI. OTHER OFFICERS

Section 6-1. DEPUTY SECRETARY

At the discretion of the Trustees, the Deputy Secretary shall be appointed by the Trustees, and shall perform such duties as are delegated by the Secretary of the Trustees.

Section 6-2. DEPUTY TREASURER

The Deputy Treasurer shall be nominated by the President of the University, and at the discretion of the Trustees, shall be appointed by the Trustees, shall be an officer of the University of Wyoming whose duties include responsibility for the receipt, custody, and expenditure of all funds of the University of Wyoming not held by the State Treasurer, and shall exercise the same responsibility with respect to any funds or monies of the Trustees of the University of Wyoming.

Section 6-3. INTERNAL AUDITOR

The Internal Auditor shall be appointed by the Trustees, and shall perform such duties as the Trustees require.

Section 6-4. OTHER OFFICERS AND DUTIES

At the discretion of the Trustees, other officers may be appointed by the Trustees as may be deemed necessary. The duties of all officers of the Trustees shall be set forth in writing at the time of appointment or in appropriate UW Regulations.

Article VII. COMMITTEES OF THE TRUSTEES

Section 7-1. EXECUTIVE COMMITTEE

The Executive Committee shall consist of five Trustees: the President of the Trustees who shall serve as Chairman, the immediate past President of the Trustees, if such person remains on the Board, the Vice President of the Trustees, the Secretary of the Trustees, and the Treasurer of the Trustees. The Executive Committee shall have authority to meet with the University president to exchange information and discuss issues and to act for the Trustees in all routine business matters wherein immediate decisions and actions are deemed necessary for the present welfare of the University. All such actions of the Executive Committee shall be reported to the Trustees at their next regular or special meeting and ratified when appropriate, and shall be entered in full upon the minutes of such meeting of said Trustees.

Section 7-2. FISCAL AND LEGAL AFFAIRS COMMITTEE

The Fiscal and Legal Affairs Committee is responsible for assuring that the University's organizational culture, capabilities, systems and processes are appropriate to protect the financial health and the reputation of the University in all audit-related areas enumerated below. Specifically the Fiscal and Legal Affairs Committee will review the financial reporting processes, the system of internal controls, the audit process, and the process for monitoring and ensuring compliance with financial laws and regulations. It will monitor the University's internal and external auditor's findings.

In discharging their duties hereunder, the members of the Committee are entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: officers or employees of the University whom the Committee members reasonably believe to be reliable and competent in the matters presented; and legal counsel, public accountants or other persons as to matters the Committee members reasonably believe are within the person's professional or expert competence.

I. Investments

Review the management of invested University funds, including University endowment funds and University operating funds, subject to the following conditions:

- a. The President of the University shall be the administrative officer of the invested University funds, and may assign to a designee such duties as may be described in a written delegation of authority.
- b. With Board approval, the Committee may employ the services of an agent, such as the University of Wyoming Foundation, an investment adviser, and/or manager(s), and may give due consideration to such advice.
- c. The Committee, or the Board-approved agent, shall place the securities of said Funds in custody of a custodian bank or other fully insured custodial institution, which shall have the right and privilege of holding the securities in a street name or in a name of such nominee as it may choose.
- d. Each year the Committee shall review the agent's investment policy, asset allocation strategy and other endowment management philosophies, such as earnings distribution policies. The Committee shall receive and review an annual report on portfolio performance and other relevant endowment management metrics.

II. Financial Reporting Process

- a. Ensure that the external auditors communicate all matters required by their professional standards to the Committee and review significant accounting and reporting issues, including recent professional and regulatory pronouncements in order to understand their impact on the University's financial statements.
- b. Review the annual financial statements, including management's discussion and analysis, and determine if they are complete and consistent with information known to committee members.

- c. Be satisfied that all regulatory compliance matters have been considered in the preparation of the financial statements.
- d. Review significant financial risks and exposures and the plans to minimize such risks.
- e. Review, with the University's legal counsel, any legal matters that could have a significant impact on the financial statements.

III. System of Internal Control

- a. Ensure that management is setting the appropriate tone in communicating the importance of internal control and ensure that individuals have an understanding of their roles and responsibilities.
- b. Receive and review reports from internal and external auditors regarding the quality of institutional internal control systems and determine whether management has implemented internal control recommendations made by internal and external auditors.
- c. Ensure that internal and external auditors keep the Committee informed about fraud, illegal acts, deficiencies in internal control and ensure that an appropriate process exists for the receipt, retention and treatment of complaints, including anonymous complaints, regarding accounting, internal controls and auditing matters.
- d. Evaluate the extent to which internal and external auditors review computer systems and applications, the security of such systems and applications, and the contingency plan for processing financial information in the event of a systems breakdown.

IV. Audit Process – External

- a. Following appropriate consultation with management, recommend to the Board the selection and retention of the external audit firm. Approve external auditor's fees.
- b. Review and approve the external auditor's proposed scope and approach.
- c. Review and confirm the external auditor's assertion of their independence in accordance with professional standards.

- d. Review the performance of the external auditors and recommend the appointment or discharge of the external auditors.
- e. Meet with the external auditors, the Internal Auditor, and management in separate executive sessions to discuss any matters that the Committee or these entities believe should be discussed privately. Mediate any disagreements between management and external auditors regarding financial reporting.
- f. Review with management and external auditors the results of the annual external audit, including any difficulties encountered, restrictions placed on the scope of the external auditor's activities, access to requested information and any significant disagreements with management.
- g. Review and approve any engagement of the external auditors for non-audit related consulting activities.

V. Audit Process – Internal

- a. Review and ensure that the University has the appropriate structure, staffing, and capability to effectively carry out the internal audit responsibilities.
- b. Review and concur in the appointment, compensation, replacement, reassignment, or dismissal of the Internal Auditor.
- c. Review and confirm the priorities and key action plans of the audit function. Receive and review internal audit reports from the Internal Auditor regarding results of the internal audit program.
- d. Ensure that audited divisions and colleges attend the Committee meetings to discuss audit findings and recommendations.
- e. Report each internal audit report from the Internal Auditor to the Board of Trustees. The Board of Trustees shall formally act on each internal audit report.
- f. Ensure there is regular, independent communication between the Committee and the Internal Auditor and ensure there are no unjustified restrictions or limitations on internal audit programs.
- g. Ensure there is flexibility when setting the Committee agenda based on concurrence between the Division of Administration and the Internal Auditor.

VI. Compliance with Laws & Regulations

- a. Review the findings of any significant examinations by financial regulatory agencies and review management's corrective action plans. Ensure that action plans are implemented to the satisfaction of the regulatory agencies.

VII. Other Responsibilities

- a. Ensure that significant findings and recommendations made by the internal and external auditors are received, discussed and acted upon in an appropriate and timely manner.
- b. Regularly update the Board of Trustees about Committee activities, any key internal or external audit issues and make appropriate recommendations for Board action.
- c. Review and update this By-Law and receive approval of changes from the Board of Trustees.

Section 7-3. BIENNIUM BUDGET COMMITTEE

The Biennium Budget Committee is responsible for working with University administration as it develops and submits the University's budget requests to the Governor as a state agency, including the 067 University of Wyoming operating budget, the 069 WICHE budget, the 167 Medical Education budget, and the Enhanced Oil Recovery Commission's 070 operating budget. It also includes funding requests related to capital facilities, as well as any other recommendations in the University's budget request that would be included in the state's appropriations bill for the biennium or in a supplemental budget request.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Administration and the Vice President for Governmental and Community Affairs.

Section 7-4. FACILITIES CONTRACTING COMMITTEE

The Facilities Contracting Committee is responsible for working with University administration to develop and recommend modifications to the University's facilities planning, contracting and construction policies and procedures. These recommendations will be presented to the full Board of Trustees for review and approval.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Administration and the General Counsel.

Section 7-5. FINANCIAL MANAGEMENT AND REPORTING COMMITTEE

The Financial Management and Reporting Committee is responsible for taking an immediate and active role in developing a long-term, integrated and comprehensive financial management and reporting system for the University; helping develop a meaningful short-term financial reporting protocol for the Board of Trustees so that the Board can meet its fiduciary obligations; and participating in developing the University's budget structure in coordination with the financial management and reporting system.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Administration and the General Counsel.

Section 7-6. HONORARY DEGREES AND AWARDS COMMITTEE

The Honorary Degrees and Awards Committee is responsible for recommending to the Board of Trustees the awarding of both the Trustees' Award of Merit and Honorary Degrees.

The Trustees' Award of Merit was established in 1984 and recognizes individuals and groups who have rendered meritorious service or made exemplary contributions to the University. Nominations for the Trustees' Award of Merit are submitted to the Honorary Degree Committee, accepted on a continuous basis, and reviewed at regular intervals. There are no minimum or maximum number of awards given in any calendar year.

An Honorary Degree from the University recognizes individuals who embody the University's high ideals and who exemplify the values of excellence, service, and integrity. Honorary Degrees are among the highest honors a university can confer, and recognize a career of distinguished accomplishment in the professions, sciences, arts, humanities, public service, and service to humanity. Nominations for Honorary Degrees are submitted to the President of the University, who will refer them to a joint committee made up of the Honorary Degree Committee and three faculty members appointed by the Faculty Senate. The joint committee will forward its recommendations to the Board of Trustees for final decision at its January meeting and announcement in the spring semester.

In discharging their duties hereunder, the members of the Committee shall work with the President of the University and the Provost.

Section 7-7. TRUSTEES LEGISLATIVE RELATIONS COMMITTEE

The Trustees' Legislative Relations Committee is responsible for working closely with the Governor's office and the legislative leadership to develop a consensus of priorities for the University.

In discharging their duties hereunder, the members of the Committee shall work with the Vice President for Government and Community Affairs and the Vice President for Administration.

Section 7-8. VICE PRESIDENT AND DEAN SEARCH COMMITTEE

The Vice President and Dean Search Committee is responsible for informing the Board of Trustees of the progress of University searches for administrative officers and deans/directors of a college or school. The Vice President and Dean Search Committee may provide nonbinding feedback to the University's search committee during the recruitment process, confer with the University's search committee on the final candidate, and communicate with the full Board of Trustees as it determines.

In discharging their duties hereunder, the members of the Committee shall work with the President of the University.

Section 7-9. ACADEMIC AND STUDENT AFFAIRS COMMITTEE

The Academic and Student Affairs Committee is responsible for (1) reviewing and making recommendations to the full Board regarding the University's academic mission, as well as policies and resources needed to realize that mission, execute UW's academic strategic priorities, ensure the quality and integrity of each of UW's academic programs, and to ensure the University remains focused on an excellent student experience whether it is on a UW Campus or at a distance; and (2) reviewing and making recommendations to the full Board regarding policies, programming and services related to student engagement, wellness, development, and persistence.

In discharging their duties hereunder, the members of the Committee shall work with the Provost and Vice President for Academic Affairs and the Vice President for Student Affairs.

Section 7-109. MEMBERS, TERM, AND COMMITTEE CHAIRMEN

Each Committee of the Trustees shall consist of not fewer than three Trustees. Appointments shall be made by the President of the Board of Trustees at the May meeting of the Trustees, or as the President deems necessary throughout the year, for terms of two years. Appointments to fill a vacancy for the unexpired term may be made by the President of the Board at any time and announced at the next regular Board meeting following the appointment. The President of the Board of Trustees shall serve as an ex-officio member of all Trustees' Committees, may attend

Committee meetings at his or her discretion, and may appoint a replacement for any Committees the President served on prior to being elected.

At the May meeting, the President of the Trustees shall appoint a chairman for each committee. The chairman shall hold office for one year or until his or her successor is appointed and qualified.

Article VIII. AMENDMENT OF BYLAWS

These Bylaws may be changed or amended and additional Bylaws may be adopted at any regular meeting of the Trustees by a vote of two-thirds of the Trustees, provided that notice of the intention to change, amend, or add to the Bylaws, in whole or part, shall have been given in the notice of the meeting or shall have been given at a preceding meeting of the Trustees. Such notice shall be in writing and shall include the exact wording of the legislation proposed. The Bylaws, in whole or in part, may be suspended at any Board meeting only by an affirmative vote of two-thirds of the Trustees.

Article IX. UW REGULATIONS

Rules for the government of the University and all its branches shall be designated as "UW Regulations," which may be adopted, changed or amended at any regular or special meeting of the Trustees without prior formal notice. In order to have the status of a standing regulation, any intention to adopt, change or amend such Regulations must be presented as a formal motion for action by the Trustees.

Article X. PRESIDENT OF THE UNIVERSITY OF WYOMING

Section 10-1. APPOINTMENT

The President of the University of Wyoming shall be appointed by the Trustees, but no such appointment shall be made without nine affirmative votes of the Trustees. The initial term of office shall be for not less than one year, and the President shall thereafter continue in such office at the will of the majority of the Trustees, who, from time to time, shall fix his or her salary. It will be the policy of the Trustees to confer with an advisory committee from the University faculty and staff prior to the selection of a new President.

Section 10-2. DUTIES AND POWERS

The President of the University shall perform the duties expressly enjoined upon the President by the laws of this State, by these Bylaws, and such other incidental duties as pertain to his or her office or as may be assigned from time to time by the Trustees. As the executive head of the University of Wyoming, on behalf of the Trustees the President shall be responsible for the custody of the books, records, buildings, and all other property of the University, and for the administration of the

academic and business activities of the University in accordance with the directives, Bylaws and UW Regulations and shall be clothed with all authority requisite to these ends. The President shall inform and advise the Trustees with respect to the operations of the University and its relationships, and shall serve as an ex officio member of all permanent Trustees' committees.

Article XI. THE UNIVERSITY OF WYOMING

Pursuant to State Law establishing the University as an institution of learning under the name and style "The University of Wyoming," all authorized functions and business matters carried on by the officers, faculty and staff of the University in accordance with regulations and financial budgets of the Trustees shall be in the name of "The University of Wyoming."

Article XII. SEAL

The corporate seal of the Trustees of the University of Wyoming shall consist of a circular design on which is inscribed the words "The University of Wyoming - 1886 -" and in the center the word "Equality." It shall be affixed to all papers which may require it as authorized by the Secretary, the President of the University of Wyoming, or regulation or direction of the Trustees.

Revisions adopted 5/13/2015 Board of Trustees meeting
Revisions adopted 11/18/2016 Board of Trustees meeting
Revisions adopted 5/10/2017 Board of Trustees meeting

AGENDA ITEM TITLE:

Annual Operating Budgets for the Next Fiscal Year, McKinley/Jewell

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 Administration submitted the President's Proposed FY2019 Operating Budget to the Board on Monday, April 23, 2018.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Budget Committee of the Board held budget hearings with Vice Presidents and Deans on May 7th and 8th for the FY2019 Operating Budget.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to Wyoming Statute § 21-17-204, "(a) The board of trustees may: ... (v) Expend the income placed under their control from whatever source derived, and exercise all other functions properly belonging to such a board and necessary to the prosperity of the university and all its departments." Additionally, UW Regulation 1-103 states, "final approval of the Operating Budget rests with the Board of Trustees."

Annual Budget Timeline:

- April 23, 2018: Budget materials delivered to Full Board and Budget Committee
- May 7-8, 2018: Budget Committee hearings (prior to May meeting)
- May 9, 2018: Update from Budget Committee to full Board at regular meeting
- May 14 – June 29: Schedule any necessary follow-up budget hearings and Full Board approval of 2019 Operating Budget

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE:

Discussion: Overview of Tenure and Promotion Process, Miller/Benham-Deal

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:

University Regulations 5-803 and 5-408 outline procedures for reappointment, tenure, and promotion of faculty and reappointment, extended term promotion for academic professionals.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board receives regular updates on reappointment, tenure and promotion. During the March meeting, the President recommends first-year reappointments for tenure-stream faculty and extended-term track academic professionals. Recommendations for other reappointments, tenure, extended term and promotion matters occur in the May Board meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

For information only.

ACTION REQUIRED AT THIS BOARD MEETING:

No action is required.

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

Reappointment, Tenure & Promotion *An Overview*

Kate Miller

Tami Benham Deal



UNIVERSITY OF WYOMING

The End in Mind



I. Academic Personnel

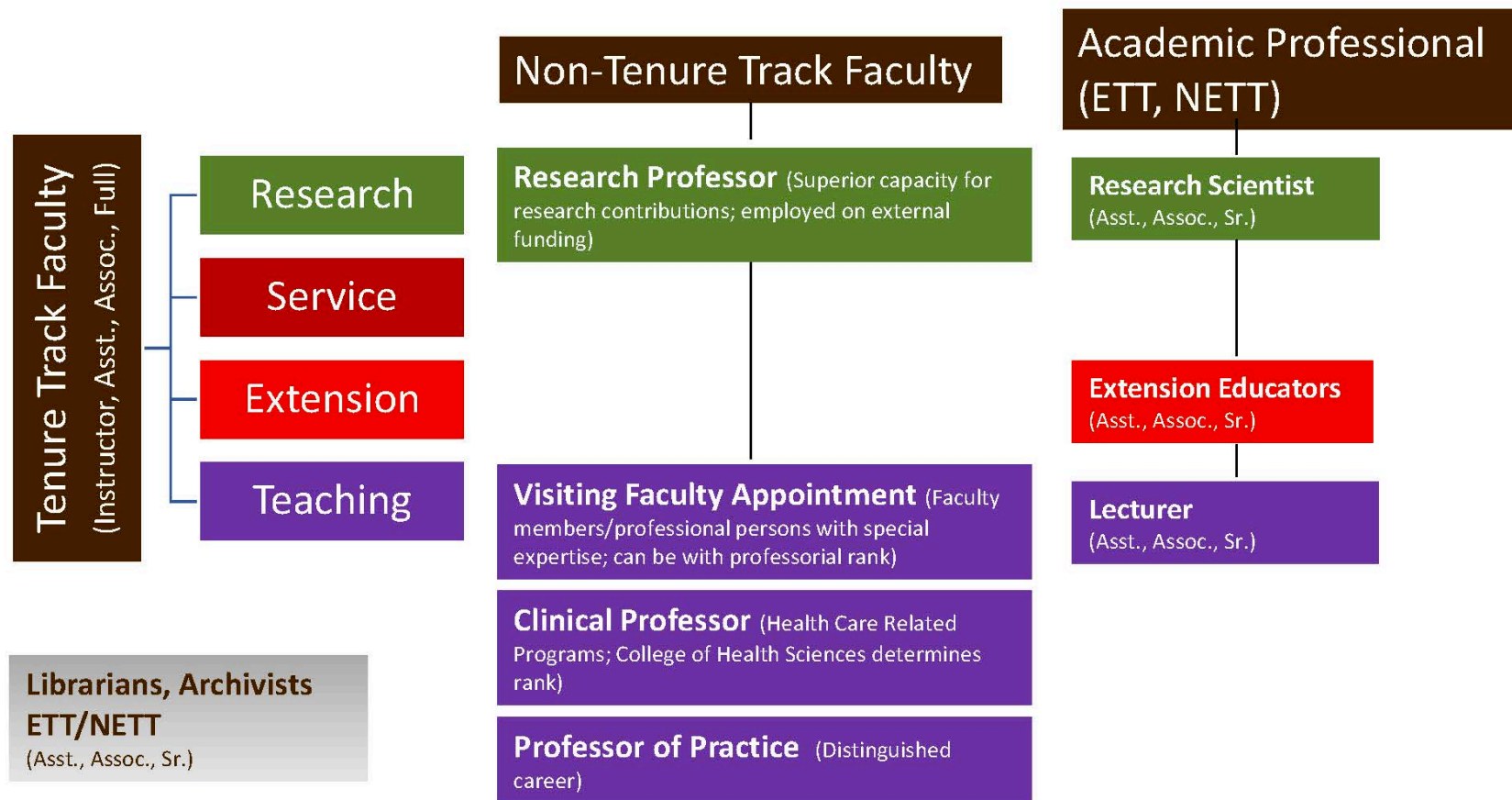
1. Designations
2. Hiring
 - The search
 - The job description

III. Reappointment, Tenure and Promotion

1. What is Tenure?
2. Standards and Criteria
3. Faculty Career Path
4. Portfolios
5. Review Process

IV. Post-Tenure Review

Academic Personnel (UW 5-1.B.1)



The Job Description

Tenure Track Faculty Job Duties		Sample Job Descriptions % of Effort	
Teaching⁺ (Preparation, direct/indirect instruction, direct UG/G learning & research, supervising clinical internships & programs, evaluating artistic presentations, etc.)		62.5%	12.5%
Advising (and Mentoring) (Time spent meeting with students regarding academic, curricular & career matters)		5%	2%
Research and Creative Activity⁺⁺ (Creating/adding to knowledge in a field, including the advancement of new theories & principles; Expansion & interpretation of existing ideas, theories, & principles; Improvement & application of knowledge, especially in new settings; Sustained artistic endeavor in composition, production or performance)		27.5%	35%
Service (Serving on Faculty Senate and university, college & departmental committees; using academic & professional expertise to serve the profession, community, state, nation and world)		5%	3.3%
Professional Service - Administration (Major service assignments within a department or college, such as acting as a department/division/school head or associate dean)		NA	NA
Cooperative Extension (Identifying current needs, communicating research results, and applying expertise to support Extension Educators; providing leadership, research-based information & education to people of the state; developing interdisciplinary approaches and collaborations, etc.)		NA	43%

⁺ Teaching is a fundamental responsibility of all faculty member. Adjustments to teaching responsibilities are made based on college's workload policy regarding type of courses taught and extent of responsibilities in other areas.

⁺⁺ Open dissemination and professional peer review are essential features of research productivity and creative activity.



Academic Professional Job Duties	Sample Job Descriptions % of Effort	
Teaching⁺ (Preparation, direct/indirect instruction, direct UG/G learning & research, supervising clinical internships & programs, evaluating artistic presentations, etc.)	87.5%	62.5%
Advising (and Mentoring) (Time spent meeting with students regarding academic, curricular & career matters)	NA	5%
Research and Creative Activity⁺⁺ (Creating/adding to knowledge in a field, including the advancement of new theories & principles; Expansion & interpretation of existing ideas, theories, & principles; Improvement & application of knowledge, especially in new settings; Sustained artistic endeavor in composition, production or performance)	NA	NA
Service (Serving on Faculty Senate and university, college & departmental committees; using academic & professional expertise to serve the profession, community, state, nation and world – could be differentiated into administrative duties within college/department)	NA	5%
Administration (Major professional service assignments within a department or college, such as acting as a lab coordinator, director of a writing program,)	12.5%	15%
Cooperative Extension and Outreach (Identifying current needs, communicating research results, and applying expertise to support Extension Educators; providing leadership, research-based information & education to people of the state; developing interdisciplinary approaches and collaborations, etc.)	NA	NA
Professional Development (Lecturers are engaged in the teaching mission of the University and are expected to demonstrate continuing professional development that conforms to standards in academic field)	NA	12.5%

⁺ Teaching is a fundamental responsibility of all faculty member. Adjustments to teaching responsibilities are made based on college's workload policy regarding type of courses taught and extent of responsibilities in other areas.

⁺⁺ Open dissemination and professional peer review are essential features of research productivity and creative activity.



Reappointment, Tenure & Promotion

Regulations and Guidelines

American Association of University Professors (AAUP)

Recommended Institutional Regulations on Academic Freedom and Tenure

(<http://www.aaup.org/report/recommended-institutional-regulations-academic-freedom-and-tenure>)

University Regulations (<http://www.uwyo.edu/generalcounsel/new-regulatory-structure/index.html>)

UW 5-1 *Academic Personnel*

UW 5-803 *Reappointment, Tenure & Promotion Procedures for Academic Personnel*

UW 5-408 *Guidelines for Establishing Academic Professionals*

UW 7-631 *Regulations of the University Libraries*

UW 7-490 *Regulations of the American Heritage Center*

UW Pythian Papers on Academic Careers (http://www.uwyo.edu/acadaffairs/faculty-resources/tenure_promotion.html)

Best Practices for Making Tenure Decisions: Philosophy, Criteria, and Expectations

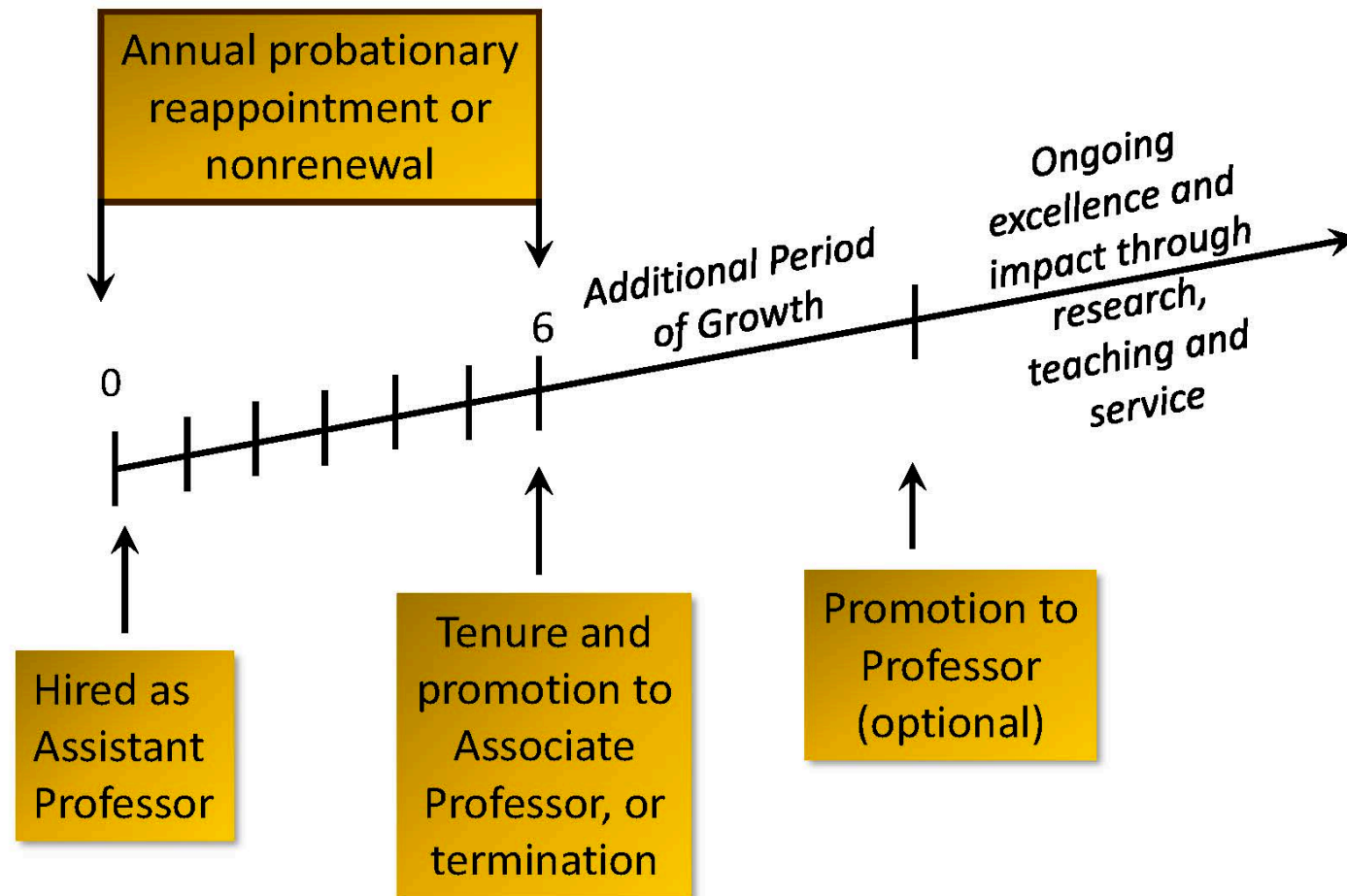
Best Practices for Promotion to Full Professor

Considering Collegiality and Service as Components of Academic Performance

UW College and Department Expectations for Reappointment, Tenure and Promotion



Tenure Track Faculty Career Path⁺



⁺ Similar Career Path for Academic Professionals on Extended Term Track (6-year probationary period, 6-year extended terms with review for next term in year 5, promotion in rank tied to productivity and not years of service)

Tenure – What is it?

Legal view

- **Tenure is an employment contract**
 - Has no specified end date
 - Can be ended only for specific reasons (e.g., cause, financial exigency)
- **Principles recognized in case law**
 - There is no guarantee of tenure.
 - The review takes many factors into account.
 - There are many levels of review and recommendation.
 - Only the governing board can confer tenure.

Philosophical view

Tenure & Academic Freedom

“Academic freedom and tenure ... exist in order that society may have the benefit of honest judgment and independent criticism which otherwise might be withheld because of fear of offending a dominant social group or transient social attitude.”

Clark Byse and Louis Joughin, *Tenure in American Higher Education: Plans, Practices, and the Law* (Ithaca: Cornell University Press, 1959), p. 4.

Standards and Criteria for Reappointment, Tenure and Promotion

UW Regulation 5-1.D

“The main criteria for reappointment, tenure and promotion decisions are **creative development, advancement of knowledge, and dissemination of knowledge.**”

Key Question

Does the candidate’s record reflect both the commitment and the promise to sustain a career-long record of effective teaching, scholarship at the forefronts of knowledge, and effective service?

In short, the land-grant mission

**Teaching
Research
Service**

Strong teaching, demonstrated *early* in career.

Strong scholarship, critical for faculty to remain effective as their disciplines evolve.

Peer review by nationally/internationally recognized experts, and by UW students and faculty.



Portfolio (or “Packet”)

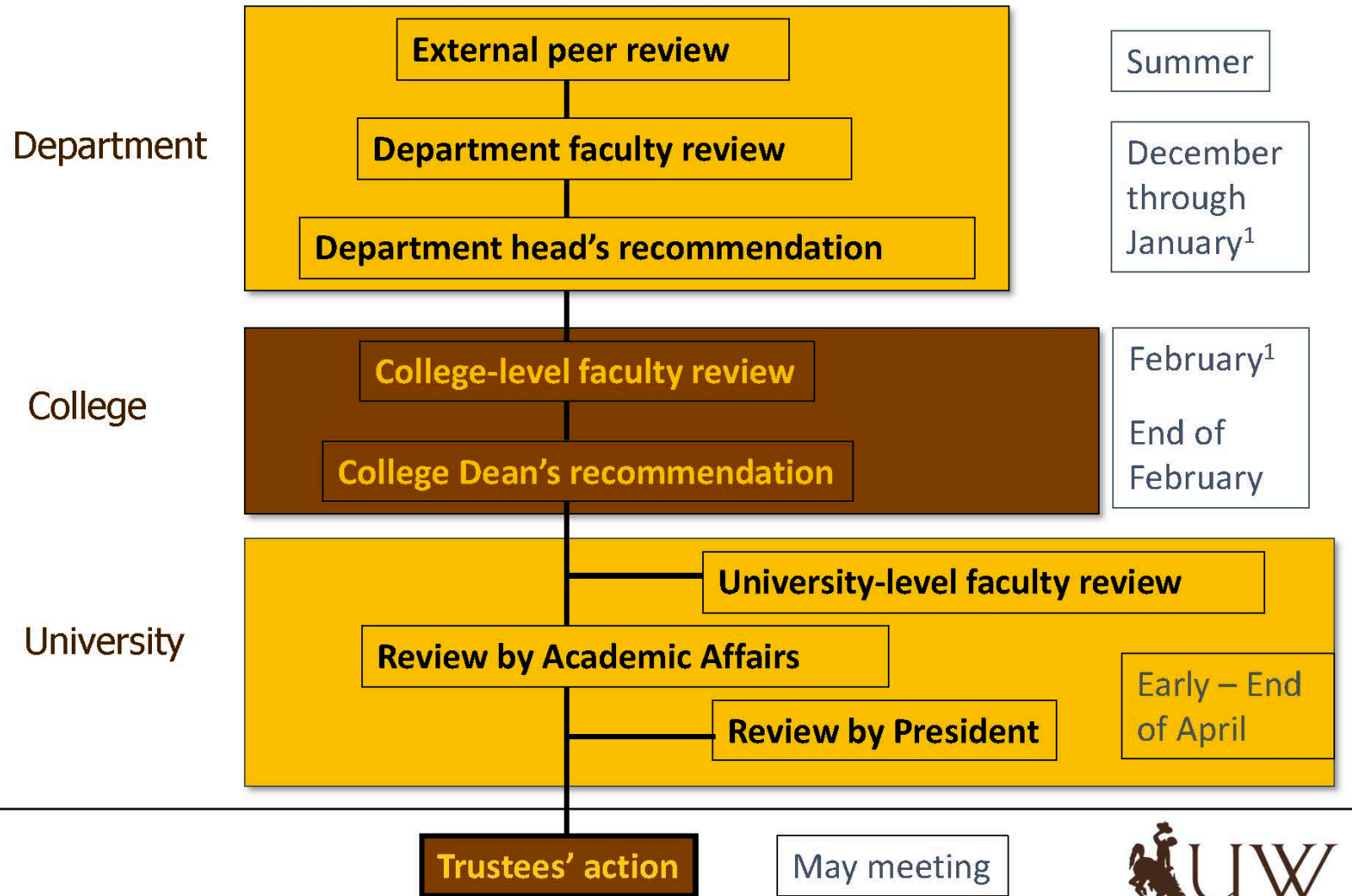
Cumulative record of previous years' evaluations at department, college and university levels included for reappointments, extended term, tenure & promotion

Annual documentation of:

- **Teaching** effectiveness (student, peer, and administrative evaluations; self-reflection)
- Record of **Research/Scholarly Activity** (peer-reviewed publications, books, grants, creative work, plus external peer reviews for tenure decision)
- **Service** (UW committees, statewide service, professional organizations, extension/outreach)
- **Extension** (Tenure Stream Professors, Academic Professionals, including Extension Educators, in College of Agriculture and Natural Resources)



Review Processes



Trustees Action

- Only positive cases forwarded
- Cases presented as a slate
- Negative decisions in executive session
- March for first-year cases; May for all others

There is no tenure until the Trustees confer it.

Post-Tenure Review UW 5-808

- All faculty members have regular performance evaluations.
- Results affect salary (when merit raises are available) and future promotions.
- There are corrective measures for cases when performance falls below expectations.
- When these measures fail, dismissal is possible.

New in 2017

Standardizing annual evaluations and review/revision of job descriptions
Shift timeline from AY (May) to CY (Dec) to support Fall Semester planning





AGENDA ITEM TITLE:

Annual Internal Audit Plan, Marsh/Kathleen 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:

Each year, the Internal Audit Office produces a list of internal audits to be conducted throughout the following year in order to manage administrative changes, identify critical risks, or offer a systematic/periodic audit to assist the University, colleges, departments or functions. The list and schedule for completing the audits are formed through consultation with the Board of Trustees Fiscal and Legal Affairs Committee (FLAC), President, Vice Presidents, Deans, General Counsel, and other interested stakeholders.

The proposed Annual Internal Audit Plan for 2018-19 is included below and arranged in the order that the audits will be started. FLAC will review the proposed plan at the May 2018 meeting and recommend full Board approval, if appropriate.

2018-19 Annual Internal Audit Plan

Est. Hours	Audit Subject	Reason for Audit
150	Alumni (Annual)	This is completed to verify the financials for Alumni that are then included in the University Financial Statement audit
200	Fine Arts Ticket Office	Many cash transactions and hasn't been done in 8 years
100	Science and Math Teaching Center (SMTC)	Requested by Dean
100	UWISE Network/Business Innovation Summit	Requested by Dean
300	University-wide Expenditure Approval Processes	To review the new system to ensure processes are working as expected
150	Business Dean's Office	Change of Leadership
200	College of Ag	Change of Leadership
70	4-H Foundation (Annual)	Limited review of assets. 4-H Foundation has \$4.8 million in assets held and invested for all 4-H clubs across Wyoming.
90	Football Attendance	Required by NCAA

250	Student Health Insurance Fees	Students can purchase health insurance through the University system. Some issue were identified in the Risk Audit
150	Rodeo Club	Requested by President
200	Cashiering (Touch Net)	All cash is collected here and entered into the University system. Touch Net has not been audited before
150	Student Media	This area sells advertising and therefore collects money. Internal Audit has received some complaints about cash handling.
200	Study Abroad	High area of risk as students travel to other countries. Has not been audited before
200	NCAA-(Annual)	This audit has been required by NCAA. The audit is evidence that our Athletic Department is complying with regulations.
100	Mandatory student fees	Was requested by Administration
300	Athletics Business Office	Many contracts and lots of travel. Has not been done before.
300	U.W. Apartments	Has never had an internal audit.
300	Bookstore	Many cash transactions and hasn't been done in 7 years
3510	Total Hours	

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Annual Internal Audit Plan is reviewed by the Board of Trustees each year.

WHY THIS ITEM IS BEFORE THE BOARD:

Section 7-25C of the University of Wyoming Board of Trustees Bylaws calls upon the Board to “review and confirm the priorities and key action plans of the audit function.”

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval of the Annual Internal Audit Plan.

PROPOSED MOTION

I move to approve the Annual Internal Audit Plan as presented to the Board of Trustees.

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE:

Update on Legislative Interim Studies, Asay

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:

Between legislative sessions, the Wyoming Legislative Joint and Select Committees meet to have in depth discussions on certain topics that were presented the previous legislative session as interim topics or through bills as studies. Joint interim committee meetings will take place throughout the spring, summer and fall. Ultimately, the committees will complete their work by recommending legislation or determining that no legislation is necessary.

The university has interest in several interim topics, and the Office of Government Relations will be following and participating in the work of several committees. In addition, there are committees and task forces that will require the participation and guidance of staff, faculty and trustees throughout the interim.

This discussion will update the Board of Trustees on the work that has been done to prepare for the upcoming interim, as well as inform the Board of Trustees on legislative expectations for the university.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

During the March 2018 Board of Trustees meeting, Chris Boswell gave a summary of the actions of the legislature that would impact the university. Additionally, the Board of Trustees and the President of the University selected their appointees to the UW Housing Task Force that was created during the 2018 legislative session.

WHY THIS ITEM IS BEFORE THE BOARD:

Information only.

ACTION REQUIRED AT THIS BOARD MEETING:

No Board action required.

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Cybersecurity, Alyward

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:

Information Technology permits and processes 90,000,000 connections each day with 25 Terabytes (25,000,000,000,000 bytes) of data downloaded from the Internet each day. Information Technology also denies 50,000,000 connections each day. Most of those denied connections are preventing data theft, financial theft and attacks meant to damage the university's computing and network infrastructure and other resources. Information Technology will provide a short presentation of the university's information security.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

Informational Update

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Presentation re: Pilot Hill Project, Kite/Brown

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:

Justice Marilyn Kite, Senator Chris Rothfuss and Albany County Commissioner Terri Jones will present the Board of Trustees with information regarding the Pilot Hill Project. In 2017, Doug Samuelson offered to sell 5,500 acres of land to Albany County for the appraised price of \$10.5M. This land connects the City of Laramie to Forest Service lands approximately 4 miles east of Laramie. The objective for the Pilot Hill Project is to provide new public access to this undeveloped open space while simultaneously protecting the Casper aquifer drinking water resource, enhancing recreational opportunities for residents and visitors (students and faculty), and promoting economic development by providing a high quality natural amenity to attract and retain businesses and their employees. The purchase agreement provides an option for the UW Board of Trustees to purchase for \$100 the right to explore develop up to three groundwater production wells for the benefit of UW.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

This topic has been referenced in previous meetings dating back to July 2017.

WHY THIS ITEM IS BEFORE THE BOARD:

Information only.

ACTION REQUIRED AT THIS BOARD MEETING:

None.

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

1. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Contracts and Grants, Synakowski/Yates

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 Division of Research and Economic Development provides a list of all Contracts and Grants awarded to the University of Wyoming. This report provided data on a monthly basis. Attached is a list of all research grants and contracts awarded in the months of February and March 2018.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

At each meeting the Board approves or disapproves the Contract and Grants Report.

WHY THIS ITEM IS BEFORE THE BOARD:

UW Regulation 4-2 requires that all research grants, contracts and gifts be accepted or rejected by the Board.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the Contract and Grants Report.

PROPOSED MOTION

“I move to approve the Contract and Grants Report as presented to the Board.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

Sponsor	Amount	Principal Investigator (PI)	Co-PI	Dept	Description
AB Sciex Pte. Ltd	\$ 133,547	Bledar Bisha		Animal Science	Validation of a Mass Spectrometry Method for Microbial Identification-2018-2019
Academy of Applied Science	\$ 9,800	Jonathan Prather		Life Science Program	Wyoming-Eastern Colorado 2017-18 Junior Science and Humanities Symposium 2017-2018: Building Excellence in STEM Research among High School Students in Wyoming and Eastern Colorado
Administration for Community Living/DHHS	\$ 62,475	Sandra Root-Elledge		Wyoming Institute for Disabilities WIND	Wyoming State Plan for Assistive Technology 2017-2019: Wyoming Assistive Technology Resources (WATR) - Reutilization
Agricultural Research Service/Department of Agriculture	\$ 14,302	Whitney Stewart		Animal Science	Growth Efficiency and Carcass Traits of Breed-Composite Rams (Stewart)
Agriculture and Agri-Food Canada	\$ 8,000	Mengqiang Zhu		Ecosystem Science & Management	The Influence of Vegetation on Soil Phosphorus Cycling Over Time in Semi-arid Soils
Alligare. LLC	\$ 2,500	Brian Mealor		Plant Sciences	Evaluating Various Herbicide Formulations for Management and Restoration of Weed-Infested Areas
American Lamb Board	\$ 30,000	Whitney Stewart		Animal Science	Quantifying the Economic Impact of Excessively Fat Lambs in the U.S. Lamb Processing Sector
American Society of Plant Taxonomists	\$ 11,600	Gregory Brown		Botany	AMER SOC PLANT TAXONOMISTS OPERATIONAL SUPPORT
Animal and Plant Health Inspection Service/Department of Agriculture	\$ 4,313	Alexandre Latchininsky		Ecosystem Science & Management	Wyoming Cooperative Agricultural Pest Survey Program (CAPS): Infrastructure (Core)

Animal and Plant Health Inspection Service/Department of Agriculture	\$ 19,768	Alexandre Latchininsky		Ecosystem Science & Management	Wyoming Cooperative Agricultural Pest Survey Program (CAPS): Infrastructure (Core)
Animal and Plant Health Inspection Service/Department of Agriculture	\$ 7,987	Alexandre Latchininsky		Ecosystem Science & Management	Wyoming Cooperative Agricultural Pest Survey Program (CAPS): Small Grains Commodity Pest Survey
Briess Malting and Ingredients Company	\$ 1,202	Jonnie Jenkins		Agriculture Experiment Station	Briess Variety Trial/Fertilizer (Moss)
Clear Creek Conservation District	\$ 23,000	Patrick Harrington		Residence Life Administration	Northern Johnson County Russian Olive Removal
Equal Justice Wyoming Foundation	\$ 29,670	Danielle Cover		College of Law Deans Office	Support for Civil Legal Services and Family and Immigrant Justice Clinics
Gowan Company LLC	\$ 4,000	Andrew Kniss		Plant Sciences	Weed Science Research and Development
KC Harvey Environmental LLC	\$ 97,376	Jonathan Brant		Civil & Architectural Engineering	Integrated Forward Osmosis-Subsurface Desalination Irrigation System Development: Membrane Optimization and Design of Field Deployable Demonstration Unit
Meg and Bert Raynes Wildlife Fund	\$ 4,712	Anna Lisa Chalfoun		Zoology & Physiology	Great Gray Owl Habitat Selection and Home Range Characteristics During the Breeding and Post-Fledging Season
Monsanto Company	\$ 6,480	Andrew Kniss		R&E Center Powell	MSA Service Order 9: Improved Roundup Formulations
National Institutes of Health/DHHS	\$ 360,279	David Fay		Molecular Biology	Characterizing Novel Functions of Conserved NIMA Family Kinases (Year 12)
National Renewable Energy Laboratory (NREL)	\$ 60,000	Bruce Parkinson		Chemistry	Development of Two-dimensional Nitrogen Containing Graphene-like Materials (2D-NCGM)
National Science Foundation	\$ 2,171,621	Brent Ewers		EPSCoR	EPSCoR Track 1: Micro

National Science Foundation	\$ 1,199,884	Jacqueline Leonard		School of Teacher Education	The Bessie Coleman Project - Using Computer Modeling and Flight Simulation to Create STEM Pathways
National Science Foundation	\$ 46,000	Kevin Monteith		Haub School of Environment & Natural Resources	NSF Graduate Research Fellows Program (GRFP) - Ellen Overton Aikens 2017-18
National Science Foundation	\$ 5,000	Kevin Monteith		Haub School of Environment & Natural Resources	NSF Graduate Research Fellows Program (GRFP) - Ellen Overton Aikens 2017-18
National Science Foundation	\$ 671	Clifford Riebe		Geology & Geophysics	NSF Graduate Research Fellows Program (GRFP) - Lindsey Arvin 2017-2018
National Science Foundation	\$ 9,368	Michael Dillon		Zoology & Physiology	NSF Graduate Research Fellows Program (GRFP) - Delina Dority 2017-2018
Natural Resources Conservation Service/Department of Agriculture	\$ 41,518	Paddington Hodza		Wyoming Geographic Information Science Center	Grazinglands Utilization System
Natural Resources Conservation Service/Department of Agriculture	\$ 120,000	Kristie Maczko		Ecosystem Science & Management	Keeping Expiring CRP Lands in Grass Using NRCS Conservation Programs--Assessing Success
U.S. Fish & Wildlife Service/Department of the Interior	\$ 23,319	Brian Mealor		Plant Sciences	Evaluating Strategic Weed Management to Reduce Pesticide Use and Improve Effectiveness on F.E.Warren Air Force Base
Various Sponsors	\$ 11,068	Jill Kline		Small Business Development Center	Market Research Center Program Income
Western Association of Fish and Wildlife Agencies	\$ 96,532	Jessica Western		Haub School of Environment & Natural Resources	Developing a Social Science Research Agenda to Guide Managers in Sagebrush Ecosystems

Western Sugar Cooperative	\$ 20,500	Andrew Kniss		Plant Sciences	Weed Biology, Ecology, and Management in Sugarbeet
WY Business Council	\$ 10,000	Gregory Jordan		Small Business Development Center	2017-2018 - Gro-Biz Conference and Idea Expo
WY Cultural Trust Fund	\$ 6,000	Marianne Wardle		University Art Museum	Laramie Mural Project to Create New Murals and their Promotion by Local Artists in Laramie
WY Dept of Education	\$ 297,612	Andrea Burrows		School of Teacher Education	Robotics, Applied Mathematics, Physics and Engineering Design (RAMPED) II: Cybersecurity and the Internet of Things
WY Dept of Education	\$ 223,209	Jason Katzmann		UW Casper	Utilizing Place Pedagogies to Engage Real-world Watershed Investigation (UPPER Wind) III: A Community-Based Model
WY Dept of Health	\$ 138,000	Thanh-Nga Nguyen		Pharmacy	Integrated Pharmacy Model in the State of Wyoming
WY Dept of Health	\$ 85,356	Canyon Hardesty		Wyoming Institute for Disabilities WIND	UW ECHO in Behavioral Health and Substance Use
WY Dept of Transportation	\$ 143,184	Milan Zlatkovic		Civil & Architectural Engineering	Safety and Operational Analysis with Mitigation Strategies for Freeway Truck Traffic in Wyoming - Federal and State
WY Dept of Transportation	\$ 179,645	Khaled Ksaibati		Civil & Architectural Engineering	Developing a New Barrier Condition Index to Optimize Barrier Improvements in Wyoming - Federal and State
WY Dept of Transportation	\$ 142,680	Matthew Kauffman		Wyoming Coop Unit	Investigating Potential Solutions to the Barrier Effect of Interstate 80 on Pronghorn Movements - Federal and State
WY Wildlife and Natural Resource Trust	\$ 145,000	Kevin Monteith		Haub School of Environment & Natural Resources	Deer-Elk Ecology Project - Year 2

Wyoming Wild Sheep Foundation	\$ 10,000	Kerry Sondgeroth		Veterinary Science	Genotyping of Mannheimia sp. Isolates from Three Bighorn Sheep Herds in Wyoming using MALDI-TOF Mass Spectrometry.
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Sponsored Programs

TOTAL 12/2017 \$6,017,177

Total From 7/2017 \$3,003,450
Total From 8/2017 \$4,723,097
Total From 9/2017 \$7,496,627
Total From 10/2017 \$5,139,523
Total From 11/2017 \$4,731,831
Total From 12/2017 \$13,354,606
Total From 01/2018 \$10,094,521
Total From 02/2018 \$8,348,623

Total Year to Date \$62,909,456

Sponsor	Amount	Principal Investigator (PI)	Co-PI	Dept	Description
US Department of Education (D-ED)	\$23,835,105	Debra Hintz		Student Financial Aid (SFA)	Direct Student Loans 2017-18
US Department of Education (D-ED)	\$16,408,924	Debra Hintz		Student Financial Aid (SFA)	Direct Student Loans 2017-18

Total Insitutional Awards \$40,244,029

Grand Total \$103,153,485

2. Committee of the Whole – PROPOSED ITEMS FOR ACTION:

Personnel – Academic Report and Non-Academic Report, Miller/Benham Deal

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:

Information is provided to the Board about personnel matters, including but not limited to appointments; reappointments, tenure, promotion and extended term renewals; change in appointments; retirements and resignations; and sabbatical and professional development leaves. Supporting materials include a list of all personnel information that needs action by the Board.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board receives regular information about personnel matters.

WHY THIS ITEM IS BEFORE THE BOARD:

Per University Regulation 5-1 (Academic Personnel), 5-803 (Reappointment, Tenure and Promotion Procedures for Faculty Members), and 5-408 (Guidelines for Establishing Academic Professionals), Board approval is needed.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the personnel report as provided.

PROPOSED MOTION

“I move to approve the personnel report as provided to the Board.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

3. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Board Appointments for WRI, Synakowski

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 Western Research Institute reports to the Vice President for Research and Economic Development (VPRED) and is under the umbrella of the University of Wyoming Research Corporation. Annually, the membership of its Board of Directors is subject to approval by the Trustees.

This year, no changes in Board membership are proposed, with the exception that the VPRED has in the past been a member of this Board. VP Synakowski has not been formally approved by the Trustees for this membership; his name is added here for consideration.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The membership of the WRI Board of Directors has been acted upon annually by the Trustees for some time

WHY THIS ITEM IS BEFORE THE BOARD:

Action on the WRI Board of Directors membership is required at this meeting to ensure continuity of WRI BoD membership.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the recommended membership of the WRI Board of Directors. The proposed slate is:

- Dr. Myron B. Allen (Chairman). professor of mathematics, U of Wyoming
- Mr. Ronald H. Benson, Tucson, Arizona. Natural gas and oil background, including past president of PacifiCorp
- Mr. Dale S. Decker. Eagle, Colorado of Dale S. Decker, L.L.C
- Mr. Rob Hurless, assistant director, Enhanced Oil Recovery Institute at U of Wyoming
- Dr. E.J. Synakowski, VPRED, U of Wyoming
- Dr. Fred Wasden (Vice Chairman), Houston, Texas. Petroleum engineer
- Mr. Richard C. Willson, Jr., Palm Harbor, Florida. IP attorney

PROPOSED MOTION

“I move to approve the slate of candidates for the Board of Directors of the Western Research Corporation presented to the Board.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

4. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Master List of Degrees, Miller/Alexander

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:

In March 1983, the Board adopted the process of annually approving a composite list of all degrees and majors offered by the University of Wyoming. The Office of Academic Affairs maintains this list and presents it to the Board for confirmation.

The current Masters List contains several changes from the list confirmed by the Board in May 2017. The School of Environment & Natural Resources has added a Bachelor of Science in Outdoor Recreation & Tourism Management. The College of Engineering and Applied Science proposes adding a new certificate in Cybersecurity. The Self-Designed Major offered by the Arts & Science College has been eliminated. Some programs are noted as Inactive Admission Status while departments are merged and current curriculum is changed.

ACTION REQUIRED AT THIS BOARD MEETING:

The Board is asked to approve the updated Master List of Degrees and Majors – 2018. This list will be revised dependent on the Board of Trustees approval or disapproval of proposed certificate and degree programs.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

UNIVERSITY OF WYOMING
MASTER LIST OF DEGREES AND MAJORS
as authorized by the Trustees
May 2018
Prepared by the Office of Academic Affairs

By way of explanation, the degree title is listed in ***bold italics*** (for example, ***Bachelor of Arts, Bachelor of Science in Chemical Engineering***). The list of majors for a specific degree in a specific college is listed below the degree title. Information in *italics* and parentheses () following a major is explanatory data, and not part of the official major name. Majors with brackets { } require the insertion of a secondary program of study. Proposed new Degrees and Certificates have been highlighted in green. Programs in red are listed as Inactive Admission Status. Their status will be determined at a later date, once departments are merged and curriculum is changed. Degrees and Certificates proposed to be deleted from previous Master Lists are highlighted in yellow and crossed out. The proposed deletions are programs that were duplicated in other departments or that UW has simply ceased to offer over time and all eliminated programs have gone through the process as outlined in the University regulations for eliminating programs. As such, the master list of degrees and majors has been corrected to reflect current offerings.

COLLEGE OF AGRICULTURE & NATURAL RESOURCES

Bachelor of Applied Science

Organizational Leadership

Bachelor of Science

Agricultural Business

Agricultural Communications

Agroecology

Animal and Veterinary Science

Microbiology

Molecular Biology

Rangeland Ecology and Watershed Management

Bachelor of Science in Family and Consumer Sciences

Master of Arts

Molecular Biology

Master of Science

Agricultural and Applied Economics

Animal and Veterinary Science

Entomology

Family and Consumer Sciences

Food Science and Human Nutrition (*interdisciplinary*)

Molecular Biology *

Plant Sciences

Rangeland Ecology and Watershed Management

Soil Science

* = This major counted under previously listed degree in this college (College of Agriculture & Natural Resources)

COLLEGE OF AGRICULTURE & NATURAL RESOURCES (cont.)

Doctor of Philosophy

Animal and Veterinary Science
Entomology
Molecular Biology
Plant Sciences
Rangeland Ecology and Watershed Management
Soil Science

COLLEGE OF ARTS & SCIENCES

Bachelor of Arts

African American and Diaspora Studies
American Indian Studies
American Studies
Anthropology
Art
Art History
Chemistry
Communication
Criminal Justice
English
French
Geography
Geology and Earth Sciences
Gender and Women's Studies
German
History
Humanities/Fine Arts
International Studies
Journalism
Mathematics
Mathematics/Science
Music
Philosophy
Physics
Political Science
Religious Studies
Self-Designed Major
Social Science
Sociology
Spanish

Statistics
Theatre and Dance
Bachelor of Fine Arts
Art *

* = This major counted under previously listed degree in this college (College of Arts and Sciences)

COLLEGE OF ARTS & SCIENCES (cont.)

Theatre and Dance *
Bachelor of Music
Music Education
Music Performance
Bachelor of Science
Astronomy/Astrophysics
Biology *
Botany *
Chemistry *
Chemistry (ACS approved) #
Communication *
Environmental Geology/Geohydrology
Geography *
Geology
Journalism *
Mathematics *
Mathematics/Science *
Physics*
Physiology
Political Science *
Psychology
~~Self-Designed Major *~~
Social Science *
Statistics *
Wildlife and Fisheries Biology and Management (*professional*)
Zoology
Master of Arts
American Studies (*interdisciplinary*)
Anthropology
Communication
English
Geography
History
International Studies (*interdisciplinary*)
Mathematics
Philosophy

Political Science

Psychology

Sociology

Spanish

Master of Arts in Teaching

History *

Mathematics *

Master of Fine Arts in Creative Writing

Master of Music

* = This major counted under previously listed degree in this college (College of Arts and Sciences)

= This listing not counted as a separate major

COLLEGE OF ARTS & SCIENCES (cont.)

Master of Music Education

Master of Planning (Community and Regional)

Master of Public Administration

Master of Science

Botany

Chemistry

Geology

Geophysics

Mathematics *

Natural Science (*interdisciplinary*)

Physics

Psychology *

Statistics

Zoology and Physiology

Master of Science in Teaching

Chemistry *

Geography *

Mathematics *

Natural Science (*interdisciplinary*) *

Physics *

Doctor of Philosophy

Anthropology

Botany

Chemistry

Geology

Geophysics

Mathematics

Physics

Psychology

Statistics

Zoology and Physiology

* = This major counted under previously listed degree in this college (College of Arts and Sciences)

COLLEGE OF BUSINESS

Bachelor of Science

Accounting
Business Administration
Business Economics
Economics
Finance
Management
Marketing

Master of Business Administration

Business Administration
Business Administration- Executive #

= This listing not counted as a separate major

COLLEGE OF BUSINESS (cont.)

Energy Management

Master of Science

Accounting
Economics
Economics and Finance
Finance

Doctor of Philosophy

Economics
Management and Marketing

COLLEGE OF EDUCATION

Bachelor of Arts

Elementary Education
Secondary Education

Bachelor of Science

Agricultural Education

Master of Arts

Education

Master of Science

Counseling
Education *
Natural Science (*interdisciplinary*) *

Doctor of Education

Doctor of Philosophy

Counselor Education and Supervision
Curriculum and Instruction
Education

* = This major counted under previously listed degree in this college (College of Education)

COLLEGE OF ENGINEERING AND APPLIED SCIENCE

Bachelor of Science in Architectural Engineering
Bachelor of Science in Chemical Engineering
Bachelor of Science in Civil Engineering
Bachelor of Science in Computer Engineering
Bachelor of Science in Computer Science
Bachelor of Science in Electrical Engineering
Bachelor of Science in Energy Systems Engineering
Bachelor of Science in Mechanical Engineering
Bachelor of Science in Petroleum Engineering
Master of Science
Architectural Engineering

COLLEGE OF ENGINEERING AND APPLIED SCIENCE (cont.)

Atmospheric Science
Chemical Engineering
Civil Engineering
Computer Science
Electrical Engineering
Environmental Engineering
Mechanical Engineering
Petroleum Engineering
Doctor of Philosophy
Atmospheric Science
Chemical Engineering
Civil Engineering
Computer Science
Electrical Engineering
Mechanical Engineering
Petroleum Engineering

COLLEGE OF HEALTH SCIENCES

Bachelor of Science
Kinesiology and Health Promotion
Medical Laboratory Science
Physical Education Teaching
Speech, Language and Hearing Sciences
Bachelor of Science in Dental Hygiene

Bachelor of Science in Nursing

Bachelor of Social Work

Master of Science

Health Services Administration

Kinesiology and Health

Nursing

Speech-Language Pathology

Master of Social Work

Doctor of Nursing Practice

Doctor of Pharmacy

COLLEGE OF LAW

Juris Doctor

SCHOOL OF ENVIRONMENT & NATURAL RESOURCES

Bachelor of Science

Environment and Natural Resources/{affiliated major}

SCHOOL OF ENVIRONMENT & NATURAL RESOURCES (cont.)

Outdoor Recreation & Tourism Management

CROSS-COLLEGE INTERDISCIPLINARY UNDERGRADUATE DEGREES

Bachelor of Science

Energy Resource Management and Development

CROSS-COLLEGE INTERDISCIPLINARY GRADUATE DEGREES

Juris Doctor/Master of Arts in Environment and Natural Resources #

Juris Doctor/Master of Public Administration #

= This listing not counted as a separate major

ACADEMIC AFFAIRS

Master of Arts

Geography/Water Resources #

Master of Science

Agricultural and Applied Economics/Water Resources #

Biomedical Sciences

Botany/Water Resources #

Civil Engineering/Water Resources #

Economics/Water Resources #

Geology/Water Resources #
Rangeland Ecology and Watershed Management/Water Resources #
Soil Science/Water Resources #
Zoology and Physiology/Water Resources #

Master of {affiliated degree}/Environment and Natural Resources
Doctor of Philosophy

Biomedical Sciences
Ecology
Hydrologic Science
Molecular and Cellular Life Sciences
Neuroscience

* = This major counted under previously-listed degree in this unit (Academic Affairs)
= This listing not counted as a separate major

Aggregate list of certificates offered at UW
May 2018

Graduate certificates

American Studies
Early Childhood Mental Health
English as a Second Language
K-12 Special Education
Literacy
Music Performance
Online Instruction
Online Play Therapy
Reclamation and Restoration Ecology
School District Superintendent
School Principalship
School Social Work
Teachers of American Indian Children
Teaching Elementary School
Teaching Middle School Math
Teaching Middle School Science
Teaching Secondary Content

Undergraduate certificates

Cybersecurity[^]
Early Childhood Program Director
Geographic Information Science & Technology
Land Surveying

[^] = Pending Board of Trustee approval

5. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Approval of 2019 and 2020 Trustee Meeting Schedules, MacPherson

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:

Under the revised UW Board of Trustees Annual Schedule of Items to Approve, Discuss or Report, the trustees review and approve meeting schedules for the next two calendar years at each May trustee meeting. These calendars are created using the University of Wyoming Academic Calendar and input from the administration regarding deadlines for materials required for submission to the state, i.e. budget documents and external audit reports. A regular face-to-face meeting is scheduled for every other month, beginning in January, with conference call meetings scheduled during the off months. It is noted that “Special” Board of Trustees meetings may be called between regularly scheduled Board meetings for topics requiring immediate attention.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

The Board of Trustees reviewed draft meeting schedules at the January 2018 meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

This item is before the Board for Trustee discussion and approval.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the 2019 and 2020 Trustee meeting schedules.

PROPOSED MOTION

“I move that the UW Board of Trustees approve the 2019 and 2020 trustee meeting schedules as presented.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

2019
UW Board of Trustees' Meeting Schedule

January 23-25, 2019 (Wednesday-Friday) [Classes are scheduled to begin January 28, 2019]	Board Meeting in Laramie
February 20, 2019 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
March 27-29, 2019 (Wednesday-Friday) [The Legislative Session generally ends on the first Friday in March; the MWC Basketball Tournament is generally the second weekend in March – official dates TBD; Spring Break is March 18-22, 2019.]	Board Meeting in Laramie
April 10, 2019 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
May 15-17, 2019 (Wednesday-Friday)	Board Meeting in Laramie [Commencement to be held May 18, 2019]
June 12, 2019 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
July 16-19, 2019 (Tuesday-Friday) [Business Meeting to be held Friday, July 19, 2019]	Board Out-of-Town Meeting Location TBD
August 14, 2019 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
September 11-13, 2019 (Wednesday-Friday)	Board Meeting in Laramie
October 16, 2019 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
November 13-15, 2019 (Wednesday-Friday)	Board Meeting in Laramie
December 11, 2019 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call [Commencement to be held December 14, 2019]

Note: "Special" Board of Trustees meetings may be called between regularly scheduled Board meetings for topics requiring immediate attention.

DRAFT 4-13-18 smp
Consideration and Action
UW Board of Trustees May 2018 Meeting

2020
UW Board of Trustees' Meeting Schedule

January 22-24, 2020 (Wednesday-Friday) [Classes scheduled to begin January 27, 2020]	Board Meeting in Laramie
February 19, 2020 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
March 25-27, 2020 (Wednesday-Friday) [The Legislative Session generally ends on the first Friday in March; the MWC Basketball Tournament is generally the second weekend in March – official dates TBD; Spring Break is March 16-20, 2020.]	Board Meeting in Laramie
April 15, 2020 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
May 13-15, 2020 (Wednesday-Friday)	Board Meeting in Laramie [Commencement to be held May 16, 2020]
June 10, 2020 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
July 14-17, 2020 (Tuesday-Friday) [Business Meeting to be held Friday, July 17, 2020]	Board Out-of-Town Meeting Location TBD
August 12, 2020 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
September 16-18, 2020 (Wednesday-Friday)	Board Meeting in Laramie
October 14, 2020 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call
November 11-13, 2020 (Wednesday-Friday)	Board Meeting in Laramie
December 9, 2020 (8:00-9:30 a.m.) (Wednesday)	Board Conference Call [Commencement date TBD]

Note: "Special" Board of Trustees meetings may be called between regularly scheduled Board meetings for topics requiring immediate attention.

6. Committee of the Whole – PROPOSED ITEMS FOR ACTION:
Designate Depositories for UW Funds, Jewell

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:

Board of Trustees to annually review and approve listing of depositories for UW Funds.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

At the May 2017 meeting, the Board of Trustees last reviewed and approved depositories for UW funds.

WHY THIS ITEM IS BEFORE THE BOARD:

Per W.S. 9-4-817 “monies collected and held by a treasurer of a political subdivision, municipality or special district within the state shall be deposited in bank which qualify as depositories for public monies as specified in W.S. 9-4-803(a).”

See attachment 1 for listing of designated depositories approved by the State Treasurer.

Current UW depositories

Type	Description	Institution
Investment	Security portfolio is held in safekeeping at Wells Fargo in Denver	Wells Fargo Securities, LLC
Investment	Liquid cash is invested and is available for withdrawal or investment on a daily basis. Wyoming Government Investment Fund was designed exclusively for Wyoming public entities (W.S. 9-4-831 (a)(viii)).	Wyoming Government Investment Fund
Operating	Cash Account-Operating	First Interstate Bank
Operating	Cash Account-Payroll	Bank of the West
Operating	Cash Account-Student Loan Funds	American National Bank

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval or disapproval of the UW repositories.

PROPOSED MOTION

“I move to approve the depositories for UW funds as presented in the list above.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

State Banks eligible to be designated as State Depositories

as of April 12, 2018

Financial Institution	City or Town
ANB Bank	Buffalo, Casper, Cheyenne, Gillette, Laramie, Worland
Bank of Bridger NA	Greybull, Lovell, Powell, Thermopolis
Bank Of Commerce	Rawlins
Bank of Jackson Hole	Alpine, Dubois, Jackson, Pinedale, Teton Village, Wilson
Bank of Star Valley	Afton, Alpine, Thayne
Bank of the West	Big Piney, Casper, Cheyenne, Cody, Douglas, Evanston, Gillette, Green River, Jackson, Kemmerer, Lander, Laramie, Lusk, Meeteetse, Rawlins, Riverton, Rock Springs, Saratoga, Sheridan, Wheatland, Worland
Banner Capital Bank	Cheyenne, Guernsey
Big Horn Federal Savings Bank	Cody, Greybull, Lovell, Powell, Thermopolis, Worland
Buffalo Federal Bank	Bank of Buffalo, Bank of Gillette, Bank of Sheridan
Central Bank and Trust	Cheyenne, Ft Washakie, Lander, Riverton, Thermopolis
Cheyenne State Bank	Cheyenne
Commerce Bank of Wyoming, a branch of Nebraska	Rock Springs
Converse County Bank	Douglas
Cowboy State Bank	Ranchester, Sheridan
Farmers State Bank	Pine Bluffs
First Federal Bank & Trust	Sheridan
First Interstate Bank	Buffalo, Casper, Cheyenne, Gillette, Jackson, Lander, Laramie, Riverton, Sheridan
First National Bank of Gillette	Gillette
First Northern Bank Of Wyoming	Buffalo, Gillette, Sheridan
First State Bank of Newcastle	Newcastle
First Western Trust Bank	Jackson Hole
FirsTier Bank	Cheyenne, Upton
Glacier Bank	Afton, Alpine, Cody, Evanston, Guernsey, Kemmerer, Mountain View, Lovell, Pinedale, Powell, Rock Springs, Torrington, Wheatland

Financial Institution	City or Town
Hilltop National Bank	Casper, Glenrock
Jonah Bank of Wyoming	Casper, Cheyenne
Lusk State Bank	Lusk
Pinnacle Bank - Wyoming	Cheyenne, Cody, Gillette, Moorcroft, Newcastle, Thermopolis, Torrington, Worland
Platte Valley Bank	Casper, Cheyenne, Evansville, Torrington, Wheatland,
Points West Community Bank	Douglas, Lingle, Pine Bluffs, Torrington
Rawlins National Bank	Hanna, Rawlins, Saratoga
Rocky Mountain Bank	Jackson, Pinedale, Rock Springs
Rolling Hills Bank & Trust	Wheatland
Security State Bank	Basin, Greybull, Gillette, Sheridan, Worland
State Bank	Green River, Rock Springs
Summit National Bank	Hulett
Sundance State Bank	Sundance
Uinta Bank	Evanston, Mountain View, Rock Springs
US Bank NA	Casper, Cheyenne, Cody, Evanston, Gillette, Green River, Jackson, Lander, Laramie, Riverton, Rock Springs, Sheridan, Torrington, Worland
Wells Fargo Bank	Afton, Casper, Cheyenne, Cody, Dubois, Evanston, Gillette, Green River, Jackson, Laramie, Lyman, Pinedale, Powell, Riverton, Rock Springs, Sheridan, Thayne, Wheatland, Wilson
Western States Bank	Cheyenne, Laramie
Wyoming Bank & Trust	Burns, Cheyenne
Wyoming Community Bank	Lander, Riverton

7. Committee of the Whole – PROPOSED ITEMS FOR ACTION:

Set the Amount of the Deputy Treasurer's and Treasurer's Bond and Designate/Set Any Other Appropriate Bonds (W.S. 21-178-203), McKinley/Mai/Evans

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:

Wyoming Statute § 21-17-203 requires that the Treasurer of the Board of Trustees execute a bond “with approved sureties in double the sum likely to come into his hands, for the faithful discharge of his duties.” Because the Treasurer of the Board does not have access to any of the University’s bank accounts, and therefore does not have access to any University funds, it is not necessary to execute a bond to remain in compliance with the statute.

W.S. § 21-17-203 also states that “the board may from time to time appoint and authorize a person to examine and approve for payment all legal claims against the corporation. The person shall give bond with surety approved by the board, payable to the state of Wyoming in such sum as the board may fix, conditioned for the faithful performance of his duties.”

Per Section 6-2 of the Bylaws of the Trustees, the “Deputy Treasurer shall be nominated by the President of the University for appointment by the Trustees, shall be an officer of the University of Wyoming whose duties include responsibility for the receipt, custody, and expenditure of all funds of the University of Wyoming not held by the State Treasurer, and shall exercise the same responsibility with respect to any funds or monies of the Trustees of the University of Wyoming.”

Per UW Regulation 1-1, the Board has appointed the Vice President for Administration as the Deputy Treasurer: “In accordance with the Bylaws, the Vice President for Administration shall serve as the Deputy Treasurer of the Trustees of the University of Wyoming, and shall exercise all duties and responsibilities incident to this position, including the receipt, custody and recording of all monies or funds payable to the Trustees, the Treasurer, the University, or any of its colleges, divisions, or departments and the disbursement or investment of such funds and monies as authorized by the Trustees.”

Additionally, Presidential Directive 3-1993-1 (Receipt and Handling of University Funds) includes the following policy regarding electronic payments from a University bank account:

Automated Clearing House (ACH) payments may only be initiated by the University’s Accounting Manager or Assistant Manager, Accounting using the bank’s customer portal, which enhances the security of the transaction by the layered security features offered by these interfaces. Authorized signors will not initiate ACH payments in person at any bank branch except in limited cases. In those limited cases that an ACH would need to be initiated in-person at a bank

branch, two of the following three personnel shall be present for the transaction: Associate Vice President of Fiscal Administration, Accounting Manager, and/or the Assistant Accounting Manager.

Wire transactions will only be initiated by the Accounting Manager or Assistant Manager, Accounting by delivery of a letter which shall include wire details to the bank. Once in receipt of this letter, the bank will confirm the wire and amount with either the Accounting Manager or Assistant Manager, Accounting prior to processing.

Wire transactions for investing purposes will only be initiated by the Manager, Financial Services; Director of Tax Compliance; or the Coordinator, Financial Services on the bank's customer portal to take advantage of the layered security features offered in these interfaces. In the case that UW's operating bank is not accessible due to technical difficulties, the steps required to initiate a wire transaction for operating purposes listed in the previous paragraph will be followed.

The overnight cash institution is only authorized to wire funds to UW's operating bank account. Wires out of the overnight cash institution are deposited directly into the general fund bank account. In the case the online customer portal for overnight cash is not accessible due to technical difficulties, the Manager, Financial Services; Director of Tax Compliance; or the Coordinator, Financial Services may call the overnight cash institution to initiate the wire transaction into the general fund bank account.

With these controls in place, the University recommends that when the new Vice President for Finance and Administration is appointed, he or she execute a bond in the amount of one million dollars (\$1,000,000.00) in accordance with W.S. § 21-17-203.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

In May 2017, the Board of Trustees approved the Deputy Treasurer to execute a \$1,000,000.00 bond.

WHY THIS ITEM IS BEFORE THE BOARD:

W.S. § 21-17-203 requires the Deputy Treasurer "shall give bond with surety approved by the board, payable to the state of Wyoming in such sum as the board may fix, conditioned for the faithful performance of his duties."

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval for the new Vice President of Finance and Administration, who serves as Deputy Treasurer, to execute a \$1,000,000.00 bond.

PROPOSED MOTION

"I move to approve the Deputy Treasurer to execute a \$1,000,000.00 bond to fulfill the requirement of Wyoming Statute 21-17-203."

INFORMATION ONLY: Contracts and Procurement Report, Evans

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:

Per UW Regulation 3-1 (Signature Authority), unless otherwise limited by UW Regulation or reserved by the Board of Trustees, the President shall have authority to approve and/or sign University contracts, federal contracts, agreements, memorandums of understanding, and procurements that involve an external party, require consideration (paid or received) valued less than \$1,000,000 (one-time or in aggregate), and for which the term is less than five years. The President may delegate this authority to University Officers for such contracts, federal contracts, agreements, memorandums of understanding, and procurements that require consideration (paid or received) valued less than \$500,000 (one-time or in aggregate) and for which the term is less than five years.

As required by the Regulation, attached are the following reports:

- 1) Service Contracts (including contracts, federal contracts, agreements, and memorandums of understanding) valued at \$50,000 or above (one-time or in aggregate) from March 1, 2018 – April 15, 2018
- 2) Procurements valued at \$50,000 or above (one-time or in aggregate) from March 1, 2018 – April 15, 2018

Service contract workflow

Per Presidential Directive 3-2014-1 (Signature Authority), the President can delegate signature authority to University officers for service contracts valued less than \$500,000 (one-time or in aggregate) and for which the term is less than five years.

Procurement workflow

Cost Center Managers (business manager level) approve all purchases, and are the final approvers for purchases of \$99,999 or less.

Deans/Associate Vice Presidents are included in the approval workflow if the purchase is \$100,000 or above. They are the final approvers for purchases between \$100,000 and \$249,999.

Vice Presidents are added to the approval workflow if the purchase is \$250,000 or above. They are the final approvers for purchases between \$250,000 and \$499,999.

The President is added to the approval workflow if the purchase is \$500,000 or above. She is the final approver for purchases between \$500,000 and \$999,999.

The Board of Trustees approves purchases of \$1,000,000 and above.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Standing information item at each in-person Board of Trustees meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

Per UW Regulation 3-1 (Signature Authority), at each regular meeting of the Board of Trustees (excluding conference calls), the President shall provide a written report to the Board of Trustees identifying each contract, federal contract, agreement, memorandum of understanding, or procurement valued at \$50,000 or above (one-time or in aggregate) signed by the President or designee under this provision.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A. Information Only.

PROPOSED MOTION

N/A. Information Only.

PRESIDENT'S RECOMMENDATION:

N/A. Information Only.

UW Regulation 3-1 (Signature Authority) Contracts Board Report - March 1, 2018 - April 15, 2018

Contract Number	Contract Header Name	Contract Type	Department	Supplier	Signed Date	Agreed Amount	Signer Name	Signer Job Title
70003eCRTExport201804	eCRT Export of Data	Services Contract	Administration	Huron Consulting Services	4/12/18	\$50,000.00	William Mai	Vice President for Administration
21602-EntangledSolutions-March2018	Agreement for Services	Services Contract	College of Education (TEI)	Entangled Solutions LLC	3/29/18	\$325,000.00	Laurie Nichols	President
17103-Preferred Services-Feb2018		Services Contract	College of Health Sciences	Preferred Services, LLC	3/18/18	\$65,000.00	William Mai	Vice President for Administration
J Good, LLC - Nov 2017	Julian Good, NP; LLC	Services Contract	College of Health Sciences	Good, Julian	3/21/18	\$82,000.00	William Mai	Vice President for Administration
11001SignalHill0318	Signal Hill-Viper-Muddy	Services Contract	Enhanced Oil Recovery Institute	Signal Hill Company LLC	3/11/18	\$56,036.00	Mark Northam	Executive Director, SER
70430VictorsSpoilsFeb2018	Master Advertising Agency Services Agreement	Services Contract	Governmental & Community Affairs	Victors & Spoils	3/26/18	\$1,475,500.00	Laurie Nichols	President*
40003 TimeClock Plus Mar 2018	TimeClock Plus OnDemand Master SaaS Agreement	Services Contract	Information Technology	TimeClock Plus	4/4/18	\$220,000.00	Robert Aylward	Vice President for Information Technology & CIO
40002 Level Access Order Mar 2018	Level Access Order Form	Services Contract	Information Technology	Level Access Inc	3/14/18	\$100,002.00	Robert Aylward	Vice President for Information Technology & CIO
40001-TeamDynamix-Apr 2018	Contract Amendment: UWP00001.2	Services Contract	Information Technology	TeamDynamix	4/11/18	\$56,624.38	Robert Aylward	Vice President for Information Technology & CIO
40003-SHI International Corp-Mar 2018	Installment Payment Plan (IPP) #2105	Services Contract	Information Technology	SHI International Corp	3/26/18	\$70,855.58	Robert Aylward	Vice President for Information Technology & CIO
90257BringItProd.March2018	Volleyball Foreign Tour	Services Contract	Intercollegiate Athletics	Bring It Productions LLC	3/19/18	\$61,250.00	Thomas Burman	Athletic Director
90201UCSANTABARBARANOV2018	Athletic Contest Agreement	Services Contract	Intercollegiate Athletics	University of California Santa Barbara	4/4/18	\$85,000.00	Thomas Burman	Athletic Director
90202HiltonGardenInnMarch2018	UW Football 2018	Services Contract	Intercollegiate Athletics	Hilton Garden Inn	3/18/18	\$53,424.00	Thomas Burman	Athletic Director
00011-ReneePiechocki-01082018-PublicArtCommittee	UW Procurement Services Sole Source/Justification Request	Services Contract	Office of the President	Piechocki, Renee	3/11/18	\$59,950.00	Laurie Nichols	President
00011-SummitSearchSolutions-Feb2018	0001-SummitSearchSolutions-Feb2018	Services Contract	Office of the President	Summit Search Solutions Inc	3/4/18	\$69,500.00	Laurie Nichols	President
70003eCRTSubscription201802	eCRT Subscription Agreement	Services Contract	Research & Economic Development	Huron Consulting Services	3/21/18	\$193,048.00	William Mai	Vice President for Administration
70011-USDA, Forest Service, Rocky Mountain Research Station-January 2018	Collection Agreement Between the University of Wyoming and the USDA, Forest Service Rocky Mountain Research Station	Services Contract	Research & Economic Development	USDA Forest Service	4/9/18	\$70,000.00	William Mai	Vice President for Administration
No contract number assigned due to WyoCloud error-went through paper process	Agreement for Services between the University of Wyoming and Piri Technologies LLC (Hess IV)	Services Contract	Research & Economic Development	Piri Technologies LLC	4/12/18	\$230,000.00	Edmund Synakowski	Vice President for Research & Economic Development
33011ExpressEmploymentJune2016	Amendment #1 to the Agreement for Services to add "dishwasher" to the list of worker categories	Services Contract	Residence Life Dining	Express Employment Services	4/4/18	\$683,912.00	Laurie Nichols	President
10501-Mechdyne-April 2018	Agreement for Services Between the University of Wyoming and Mechdyne	Services Contract	School of Energy Resources	Mechdyne Corporation	4/11/18	\$1,185,000.00	Laurie Nichols	President**
19002-AdamMatthew-Feb2018	ADDENDUM	Services Contract	University Libraries	Adam Matthew Digital Ltd	3/8/18	\$190,575.00	William Mai	Vice President for Administration
19002-ClarivateAnalytics-Nov2017	Clarivate Analytics Order Form - Amendment	Services Contract	University Libraries	Clarivate Analytics (US) LLC	3/26/18	\$770,451.00	Laurie Nichols	President
26001Cator,Ruma&AssociatesFeb2018	Consultant Agreement	Services Contract	University Operations	Cator, Ruma & Associates Co	3/12/18	\$50,000.00	William Mai	Vice President for Administration
26001McKinstryFeb2018	Consultant Agreement	Services Contract	University Operations	McKinstry Essention LLC	3/1/18	\$50,000.00	William Mai	Vice President for Administration
26001PrimaryElectricFeb2018	Agreement Between Owner and Contractor	Services Contract	University Operations	Primary Electric Inc	3/7/18	\$409,800.00	William Mai	Vice President for Administration
26001IconergyFeb2018	Consultant Agreement	Services Contract	University Operations	Iconergy Ltd	3/1/18	\$50,000.00	William Mai	Vice President for Administration
						\$6,712,927.96		

*Board of Trustees approved administration to sign 3-23-18

**Board for Trustees approved administration to sign 4-11-18

The University of Wyoming
Board of Trustees' Report
May 9-11, 2018
Page 194

UW Regulation 3-1 (Signature Authority) Procurement Board Report - March 1, 2018 - April 15, 2018

Creation Date	Supplier	Line number	Description	Quantity	Line Unit Price	Total Line Price	Total PO Amount	Department	Last Approver	Title of Approver
3/2/2018	Rocky Mountain Fire Systems, Inc.	1	Campus New fire Alarm server and required components	1	\$60,709.23	\$60,709.23	\$60,709.23	Facilities Construction Management	Darcy Bryant 3/1/18	Deputy Director, Business Serv, Univ Ops
3/2/2018	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.695025		\$203,260.00		VP for Research & Economic Development Office	Edmund Synkowski 2/26/18	VP Research
	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.04688		\$13,710.00		Wyoming Public Media	Edmund Synkowski 2/26/18	VP Research
	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.083382		\$24,385.00		Athletics Business Office	Thomas Burman 2/26/18	Athletic Director
	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.040034		\$11,708.00		Auxiliary Services Directors Office	William Mai 2/27/18	VP Administration's Office
	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.014423		\$4,218.00		Union	Sean Blackburn 2/28/18	VP for Student Affairs
	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.06701		\$19,597.00		Residence Life Administration	Sean Blackburn 2/28/18	VP for Student Affairs
	McGee, Hearne, & Palz, LLP	1	FY17 External Audit Billing	0.053247		\$15,572.00	\$292,450.00	Residence Life Administration	Sean Blackburn 2/28/18	VP for Student Affairs
3/5/2018	Western Wyoming Community College	1	Western Wyoming Community College Sub-Award, Gaining early Awareness and readiness for Undergraduate Programs	1	\$501,255.00	\$501,255.00	\$501,255.00	SEO General	Laurie Nichols 3/5/18	President
3/7/2018	YBP Library Services	1	Replenish Deposit Account for Books we purchase from YBP	1	\$400,000.00	\$400,000.00	\$400,000.00	University Library Collection Development	Kate Miller 2/25/18	Provost & Vice President for Academic Affairs
3/8/2018	PCPC Direct	1	Compute and InfiniBand Components	1	\$99.20	\$99.20		Research Computing Support	Laurie Nichols 3/5/18	President
	PCPC Direct	2	Compute and InfiniBand Components	1	\$90,000.00	\$90,000.00		VP for Research & Economic Development Office	Laurie Nichols 3/5/18	President
	PCPC Direct	3	Compute and InfiniBand Components	1	\$750,000.00	\$750,000.00	\$840,099.20	EPSCOR	Laurie Nichols 3/5/18	President
3/12/2018	Cheyenne Regional Medical Center	1	CRM Sub-Award, Geriatrics Workforce Enhancement Program	1	\$131,329.00	\$131,329.00	\$131,329.00	Wyoming Institute for Disabilities WIND	Cheryl Chesbro 3/7/18	Office Associate, Sr., WIND*
3/13/2018	Western Wyoming Community College	1	INBRE Community College Sub-Award for Western Community College, Wyoming	1	\$50,000.00	\$50,000.00	\$50,000.00	Distance Education	Sandra Roller 3/12/18	Business Manager, Executive, VP Academic Affairs Office
3/13/2018	Thermo Electron North America LLC	1	Mass Spectrometer	1	\$199,856.76	\$199,856.76	\$199,856.76	VP for Economic & Development Research Office	Dorothy Yates 3/9/18	Assoc VP, Research
3/13/2018	TA Instruments Inc	1	Discovery TGA 5500 along with necessary accessories, Software and Academic support	1	\$156,537.02	\$156,537.02	\$156,537.02	School of Energy Resources Directors Office	Mark Northam 3/9/18	Executive Director, SER
3/13/2018	Salesforce.org	1	Sandbox Annual Renewal 3/1/18-2/28/19 per attached quote	50	\$60.00	\$3,000.00		Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
	Salesforce.org	2	Sandbox Annual Renewal 3/1/18-2/28/19 per attached quote	2	\$400.00	\$800.00		Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
	Salesforce.org	3	Sandbox Annual Renewal 3/1/18-2/28/19 per attached quote	390	\$16.00	\$6,240.00		Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
	Salesforce.org	4	KRA13- Service Cloud Portal Annual Renewal 3/1/18-2/28/19 per attached quote	2	\$2,000.00	\$4,000.00		Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
	Salesforce.org	5	Lightning CRM Annual Renewal 3/1/18-2/28/19 per attached quote	40	\$300.00	\$12,000.00		Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
	Salesforce.org	6	Lightning CRM Annual Renewal 3/1/18-2/28/19 per attached quote	390	\$80.00	\$31,200.00		Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
	Salesforce.org	7	Data Storage Annual Renewal 3/1/18-2/28/19 per attached quote	24	\$250.00	\$6,000.00	\$63,240.00	Application & Database Services	Margaux Christensen 3/12/18	Business Manager, Executive, IT
3/13/2018	University of Washington	1	Tuition and Fees Contract Payment for 2017-2018, WWAMI	1			\$1,894,394.00	WWAMI Medical Education Program	Laurie Nichols 3/9/18	President**
3/15/2018	United Healthcare Student Resources	1	Student Health Insurance for domestic & International students - UHC Invoice 17-005857-3-1	1			\$3,472,130.00	Risk Management & Safety Office	Laurie Nichols 3/15/18	President**
3/20/2018	Clean Harbors Environmental Services Inc	1	Campus Hazardous Waste Disposal	1	\$80,000.00	\$80,000.00	\$80,000.00	Material Services	Darcy Bryant 3/14/18	Deputy Director, Business Serv, Univ Ops
3/21/2018	Princeton Instruments	1	ISO-PlaneSCT-320 Imaging Spectrograph and Pixi	1	\$70,325.00	\$70,325.00	\$70,325.00	School of Energy Resources Directors Office	Carrie Ver Burg 3/14/18	Accounting Assistant, SER*
3/22/2018	Primary Electric Inc	1	Arts & Science Stage and House Lightning Control Upgrade	1	\$409,800.00	\$409,800.00	\$409,800.00	Facilities Construction Management	William Mai 3/21/18	VP Administration's Office
3/22/2018	Bloomberg LP	1	Bloomberg Access to Faculty & Student for Current Financial Data	1	\$55,000.00	\$55,000.00		College of Business Deans Office	Karen Rhodine 3/21/18	Dir, Business Operations, Business
	Bloomberg LP	2	Bloomberg Access to Faculty & Student for Current Financial Data	1	\$20,000.00	\$20,000.00		Accounting & Finance	Karen Rhodine 3/21/18	Dir, Business Operations, Business
	Bloomberg LP	3	Bloomberg Access to Faculty & Student for Current Financial Data	1	\$7,500.00	\$7,500.00		Accounting & Finance	Karen Rhodine 3/21/18	Dir, Business Operations, Business
	Bloomberg LP	4	Bloomberg Access to Faculty & Student for Current Financial Data	1	\$5,000.00	\$5,000.00		Accounting & Finance	Karen Rhodine 3/21/18	Dir, Business Operations, Business
	Bloomberg LP	5	Bloomberg Access to Faculty & Student for Current Financial Data	1	\$5,000.00	\$5,000.00	\$92,500.00	Accounting & Finance	Karen Rhodine 3/21/18	Dir, Business Operations, Business
3/26/2018	Elliott Aviation Inc	1	FAA required Ads-B Avionics Upgrade to Research	1	\$56,400.00	\$56,400.00	\$56,400.00	Atmospheric Science	Nicole Lawrence 3/22/18	Business Manager, Executive, Atmospheric Science
3/27/2018	Signal Hill Company LLC	1	Signal Hill Viper Muddy Per RFP Wyoming Reservoir Pilot Data	1	\$56,036.00	\$56,036.00	\$56,036.00	Enhanced Oil Recovery Institute	Rachel Farrell 3/26/18	Business Manager, Executive, SER
3/27/2018	NWCD Sheridan College	1	Payments for Dental Hygiene Students Spring 2018	1	\$80,508.00	\$80,508.00	\$80,508.00	Distance Education	Sandra Roller 3/22/18	Business Manager, Executive, VP Academic Affairs Office
3/29/2018	Picarro Inc	1	SER project: CO, CO2, CH4 and H2O concentration analyzer for flight - Dr. Field and Dr. Murphy's	1	\$93,706.00	\$93,706.00	\$93,706.00	School of Energy Resources Directors Office	Rachel Farrell 3/28/18	Business Manager, Executive, SER
3/30/2018	Oxford Instruments Asylum Research Inc	1	MFP-3D Infinity AFM System with Top-View Optics and necessary accessories as well as installation/training	1	\$200,600.00	\$200,600.00	\$200,600.00	School of Energy Resources Directors Office	Mark Northam 3/30/18	Executive Director, SER

The University of Wyoming
Board of Trustees' Report
May 9-11, 2018
Page 195

3/30/2018	Julian Good	1	CONTRACT Behavioral/Mental health medication management and behavioral mental health training consultation services for the HRSA grant (S Koolenga P.I.) through the Family Medicine Residency Program in Cheyenne	1	\$82,000.00	\$82,000.00	\$82,000.00	School Of Nursing	Laurie Kempert 4/6/18	Business Manager, Executive, Health Science
4/4/2018	Hyatt Regency Indian Wells Resort & Spa	1	Invoice #45273: Invoice for UW Foundation Board Meeting	1	\$52,406.88	\$52,406.88		Institutional Advancement & UW Foundation	Mary Garman 4/2/18	VP for Financial Services, Foundation
	Hyatt Regency Indian Wells Resort & Spa	2	Invoice #45273: Invoice for UW Foundation Board Meeting	1	\$7,320.41	\$7,320.41	\$59,727.29	Institutional Advancement & UW Foundation	Mary Garman 4/2/18	VP for Financial Services, Foundation
4/4/2018	Mountain West Conference	1	Mountain West Conference - Consignment Tickets for MBB Tournament In Las Vegas March 5-10, 2018	300	\$250.00	\$75,000.00		Sport Events Athletics	Billy Sparks 4/2/18	Sr Assoc Ath Dir/Business Ops
	Mountain West Conference	2	Mountain West Conference - Consignment Tickets for MBB Tournament In Las Vegas March 5-10, 2018	200	\$220.00	\$44,000.00		Sport Events Athletics	Billy Sparks 4/2/18	Sr Assoc Ath Dir/Business Ops
	Mountain West Conference	3	Mountain West Conference - Consignment Tickets for MBB Tournament In Las Vegas March 5-10, 2018	13	\$475.00	\$6,175.00		Sport Events Athletics	Billy Sparks 4/2/18	Sr Assoc Ath Dir/Business Ops
	Mountain West Conference	4	Mountain West Conference - Consignment Tickets for MBB Tournament In Las Vegas March 5-10, 2018	8	\$725.00	\$5,800.00	\$130,975.00	Sport Events Athletics	Billy Sparks 4/2/18	Sr Assoc Ath Dir/Business Ops
4/6/2018	Colorado Alliance of Research Libraries	1	Oxford University Press EJournals top-up online for perpetual access for 2016, 2017, and 2018 for UW library collection	1	\$85,413.00	\$85,413.00	\$85,413.00	Digital Collections	Laurie Mendick 4/6/18	Business Manager, Executive, University Libraries
4/9/2018	Inter Technologies Corporation	1	Tech Equipment for new WWAMI classroom	1	\$70,969.59	\$70,969.59	\$70,969.59	WWAMI Medical Education Program	Jill Jensen 4/5/18	Asst. Dir. Shared Bus. Serv., Health Sciences
4/9/2018	Vectronic Aerospace GmbH	1	Fawn collars.	135	\$510.00	\$68,850.00		Haub School of Environment & Natural Resources	Kathleen Hull 4/9/18	VP Academic Affairs Office
	Vectronic Aerospace GmbH	2	USB for fawn collars.	1	\$90.00	\$90.00		Haub School of Environment & Natural Resources	Kathleen Hull 4/9/18	VP Academic Affairs Office
	Vectronic Aerospace GmbH	3	Freight for fawn collars.	1	\$550.00	\$550.00	\$69,490.00	Haub School of Environment & Natural Resources	Kathleen Hull 4/9/18	VP Academic Affairs Office
4/9/2018	Advanced Resources International, Inc.	1	Subaward Agreement dated 06/08/17. Project Integrated Commercial Carbon Capture & Storage Pre-feasibility Study at Dry Fork Station, WY.	1	\$200,000.00	\$200,000.00	\$200,000.00	School of Energy Resources Directors Office	Mark Northam 4/9/18	Executive Director, SER
4/11/2018	Western Wyoming Community College	1	Wyoming IDEA Networks for Biomedical Research Excellence - subaward	1	\$61,947.83	\$61,947.83	\$61,947.83	Distance Education	Sandra Roller 4/11/18	Business Manager, Executive, VP Academic Affairs Office
4/11/2018	Informa UK Limited	1	Classic Archive EJournal Package and Maintenance Fee for UW libraries collection		\$367,580.00	\$367,580.00	\$367,580.00	University Library Collection Development	Kate Miller 4/11/18	Provost & Vice President for Academic Affairs
4/12/2018	Big Horn Roofing		Union/Replace Entry Roofs & Food Court Roof	1	\$86,870.00	\$86,870.00	\$86,870.00	Facilities Engineering	Darcy Bryant 4/12/18	Deputy Director, Business Serv, Univ Ops
4/13/2018	Colorado Alliance of Research Libraries	1	Subscription to Sage Premier EJournal package for 2018	1	\$136,211.46	\$136,211.46	\$136,211.46	University Library Collection Development	Ivan Gaetz 4/13/18	Dean, University Libraries

*Due to a technical problem in WyoCloud, these were not sent to the correct approvers. This issue is currently being reviewed by the WyoCloud Business Analysts for resolution.

**Board of Trustees approved in FY18 Budget.

INFORMATION ONLY: Capital Construction Report, 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:

**Capital Construction
Progress Report as of April 18, 2018**

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.

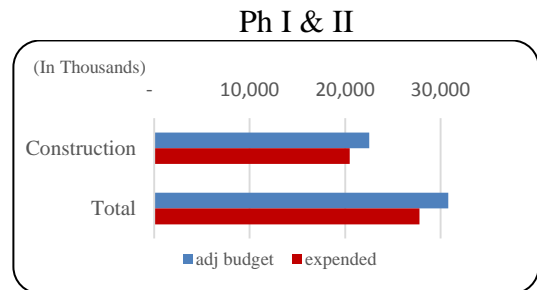
PROJECTS IN CONSTRUCTION

1. Arena Auditorium Renovation

Phase I

Contractor: Haselden Wyoming Constructors
Casper, WY

Original Project Budget \$12,850,000 (a)
Adjusted Project Budget \$12,982,109 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
Foundation	5,000,000	3,149,951
State Match	5,000,000	3,900,049
State Appropriation	2,850,000	5,120,000
Athletics	-	812,109
Total Funding	12,850,000	12,982,109

Guaranteed Maximum Price \$ 7,056,730
Contract Substantial Completion Date March 27, 2014

(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)
Construction	7,057	911	360	8,328	(8,328)	-	-
Contingency	360	-	(360)	-	-	-	-
Design	1,065	-	-	1,065	(1,042)	(17)	6
FF&E	3,663	(460)	-	3,203	(3,298)	-	(95)
Tech	250	(250)	-	-	-	-	-
Admin	455	(69)	-	386	(297)	-	89
Total	12,850	132	-	12,982	(12,965)	(17)	-

Phase II

Contractor- pre construction: Haselden Wyoming Constructors, Casper, WY
Contractor – Design/Bid/Build: Sletten Construction of Wyoming, Inc.

Original Budget for Phase I and Phase II was \$30,000,000. Funding remaining from Phase I was applied to Phase II. See additional funding (b) below.

Original Project Budget \$17,150,000 (a)
Adjusted Project Budget \$17,830,000 (d)

Funding Sources:	Original Anticipated:	Actual:
Foundation	5,000,000	6,850,049
State Match	5,000,000	6,099,951
State Appropriation	7,150,000	4,880,000
Total Funding	17,150,000	17,830,000

Contract Price \$13,282,982
Contract Substantial Completion Date October 16, 2017

Note: Funds have been reallocated among the budget categories. The adjusted budget has not changed in total. Corresponding expenditures and obligations have also been reallocated. The project has changed from CMAR to Design/Bid/Build.

(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)
Construction	12,709	574	906	14,189	(12,160)	(2,029)	-
Contingency	1,138	167	(929)	376	-	-	376

Design	1,835	379	-	2,214	(2,144)	(49)	21
FF&E	760	(225)	6	541	(230)	(82)	229
Tech	300	(150)	-	150	(20)	-	130
Admin	408	(65)	17	360	(272)	(46)	42
Total	17,150	680	-	17,830	(14,826)	(2,206)	798

Statement of Contract Amount

Original contract		13,282,982
Change order #1	Drilled pier over run quantity	34,646
Change order #2	Changes to commissary foundation and statue base	11,418
Change order #3	Replacement of missing CMU bond beam above vestibule doors	1,149
Change order #4	Miscellaneous structural items: steel columns, modification to foundation pilaster	3,179
Change order #5	Changes to concession stands	4,545
Change order #6	Added dimming controls for concourse lights	4,556
Change order #7	Revised toilet partition specifications	(1,936)
Change order #8	Revised specification on temperature control system controller	4,962
Change order #9	Modifications to existing mechanical vent stacks	14,537
Change order #10	Added drywall soffit for mechanical diffusers at east entry vestibules	7,121
Change order #11	Revised sliding grille security to overhead coiling grille for new North & South concessions	23,732
Change order #12	Revised location of recessed light fixture Z at the Sailors gallery	3,657
Change order #13	Additional fire alarm work related to smoke exhaust fan dampers	9,972
Change order #14	Delete relocation of fire hydrant, credit to owner	(10,604)
Change order #15	Repairs to existing damaged waste piping at East Concourse as requested by UW Operations	47,942
Change order #16	Change concrete subcontractors	97,371
Change order #17	Revisions to new emergency generator electrical feed for sub-concourse telecom room D-20	2,069
Change order #18	Add stainless steel doors and entrance trim for the elevator	7,954
Change order #19	Add bar buckle sign supports	6,404

Change order #20	Wall tile upgrade for new concessions (more durable wall finish)	16,775
Change order #21	Revisions to interior panel signs, various modifications, addition of existing restroom signage	3,232
Change order #22	Revisions to roof flashings and roof parapet cap metal revision	(780)
Change order #23	Sod replacement	19,356
Change order #24	Polished concrete upgrades	170,688
Change order #25	Painting of existing truck tunnel	10,014
Change order #26	Walnut upgrade from veneer at entry addition	12,096
Change order #27	Mirror replacement at existing restrooms	11,601
Change order #28	Modifications to four concession counters for movable beer dispensing equipment	7,211
Change order #29	Addition of exterior signage	82,108
Change order #30R	Addition of lights for added concession signs	5,209
Change order #31R	Delete work to move existing truck ramp condensing unit	(3,992)
Change order #32	Addition of specialty millwork to include custom walnut oversized trophy cases for Sailors gallery, the concourse and two enlarged pedestals for interactive Hall of Fame displays	67,521
Change order #33	Revisions to security cameras; revisions to exterior cameras, camera models and arena central located security cameras	19,016
Change order #34	Replacement of all existing faucets in existing restrooms on the concourse	34,000
Change order #35	Additional interior graphics and signage	14,731
Change order #36	Added lit portal signs at the concourse and arena sides of 16 portals	100,912
Change order #37	UL testing for main switch (pringle switch) required by state electrical inspector	10,616
Change order #38	Added door at concession 2, added athletic specialty lights, security separation door added at concession 2 for beer/wine sale vendor operation, four revolving special event lights added to north and south lobbies	4,810
Change order #39	Added donor wall display and hall of fame dimensional letters	29,573
Change order #40	Credit: back charges for additional landscape pre-con meeting & site visit; back charges for (2) additional site visits by food service design consultant	(5,303)
Change order #41	Exterior painting of metal roof panels	23,200

Change order #42	Credit: back charge for replacement of water damaged furniture at existing ticket office	(7,503)
Change order #43	Relocation of the FDC on the east side of building	8,640
Adj Contract		14,189,387

Work Completed/In Progress:

- Completing punch list items.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

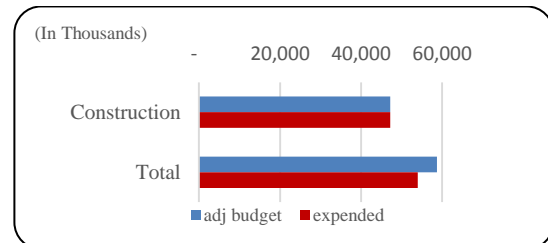
Work Planned for the Upcoming Month:

- Punch list.
- Landscaping and metal panel work will take place post season and during the summer months.

2. 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) \$67,883,458 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
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
Loss of donor funding \$1M/match \$1M *	-	-
Reserve for cost overrun	-	4,484,000
Reserve Account	-	599,458
Total Funding	64,800,000	69,883,458
Donation of Physical Equipment eligible for State match	2,500,000	2,500,000
Total Project	67,300,000	72,383,458

Guaranteed Maximum Price \$42,925,724
Budget includes amounts restricted for equipment purchase only under Tech.

Contract Substantial Completion Date January 2017

Note: The amount of restricted donation funds has been moved out of Tech and represented as Restricted for Tech for clarification.

(In Thousands)	Budget (a)	Additional Funding (b)	Use of Conting (c)	Adj Budget (a+b+c) =(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Restricted for Tech	11,200	-	-	11,200	(6,196)	(5,004)	-
Restricted Equip Donation	2,500	-	-	2,500	(2,500)	-	-
(In Thousands)	Budget (a)	Additional Funding (b)	Use of Conting ency (c)	Adj Budget (a+b+c) =(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	42,926	0	4,229	47,155	(47,155)	-	-
Contingency	3,125	5,084	(6,607)	1,602	-	-	1,602
Design	4,741		121	4,862	(4,669)	-	193
FF&E	1,288	-	55	1,343	(1,240)	(63)	40
Tech	644	-	80	724	(246)	(166)	312
Admin	876	-	2,122	2,998	(678)	(2,183)	137
Total	53,600	5,084	-	58,684	(53,988)	(2,412)	2,284

Statement of Contract Amount

Original contract		42,925,724
Change Order #1	Additional Concrete Work, Gas Meter, Manifold & Piping, Equipment Relocation	86,647
Change Order #2	Additional Costs for Extended Contract Date and Mechanical Systems Changes	4,952,341
Change Order #3	Door and Exterior Detail Changes, Bike Racks	10,563
Change Order #4	Radiation Shielding at South Walls	15,411
Change Order #5	Credits: Door Card Reader, Roof Davit	(11,559)
Change Order #6	Deleted Casework, Truck Turning Layout, Floor Radiation Shielding	(13,366)
Change Order #7	Heat Recovery, Fume Hoods, Electrical Changes	(76,674)

Change Order #8	Chiller Vibration Isolation, Epoxy Flooring, Add End Switches to Control Valves	7,791
Change Order #9	Vibration Isolation for Pumps, Vertical Wire Management Sleeve	9,226
Change Order #10	Isolation valves, Additional ceramic tile, Elimination of tempered at lead glazing, Credit for UW personnel related to a hit conduit within steam tunnel, Destat fan, Electrical panel	(563)
Change Order #11	Balancing dampers, Catwalk guard, fire hydrant extensions, VPS power	11,980
Change Order #12	Mechanical: Circulation pump sequence	5,132
Change Order #13	Return of remaining construction contingency and buyout	(712,316)
Change Order #14	Return of GMP savings	(55,254)
Adj Contract		47,155,083

Work Completed/In Progress:

- Installation of Board approved miscellaneous projects.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

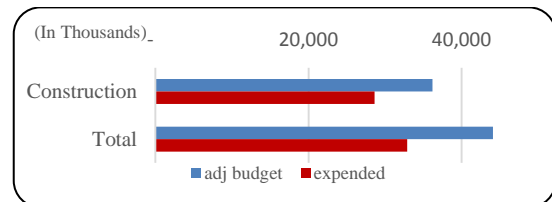
Work Planned for the Upcoming Month:

- Installation of Board approved miscellaneous projects.

3. Mick and Susie McMurry High Altitude Performance Center

Contractor: GE Johnson Construction Wyoming
Jackson, WY

Original Project Budget \$ 44,000,000 (a)
Adjusted Project Budget \$ 44,019,000 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
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
Athletics	-	80,875.00
Total Project	44,000,000.00	44,099,719.89

Guaranteed Maximum Price

\$34,638,119

Contract Substantial Completion Date June 1, 2018

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c) =(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	34,638	813	762	36,213	(28,611)	(7,602)	-
Contingency	1,363	-	(773)	590	-	-	590
Design	3,607	81	-	3,688	(2,873)	(649)	166
FF&E	1,961	-	-	1,961	(998)	(841)	122
Tech	1,015	(813)	-	202	(26)	-	176
Admin	1,416	19	11	1,446	(369)	(127)	950
Total	44,000	100	-	44,100	(32,877)	(9,219)	2,004

Statement of Contract Amount

Original contract		\$34,638,119
Change order #1	Add cement board in lieu of drywall - area S-2	8,389
Change order #2	Exploratory excavation to locate buried water lines	11,010
Change order #3	Pricing for ASI-100, civil plan updates	543
Change order #4	Increase grease interceptor size	4,547
Change order #5	Switch from aluminum to copper bussing at all panel boards & switchboards	7,293
Change order #6	Labor & material credit for elimination of manhole #3 due to resizing the grease interceptor	(8,659)
Change order #7	Provide power to floor box 6 at the squad room and training table	1,240
Change order #8	Prep, prime and paint exposed HSS columns in the recovery pool room with epoxy based paint	3,280
Change order #9	Remove and replace door, frame and hardware at opening L204	4,166
Change order #10	Sink discrepancies at both sports med exam rooms	6,220
Change order #11	Furnish and install 3 exit signs	1,341
Change order #12	Furnish and install fixtures and occupancy sensor	1,166
Change order #13	Parts and labor to provide power to SP-1, sump pump for new elevator	1,969
Change order #14	Parts and labor for elevator tube steel	7,225
Change order #15	Parts and labor for rubber flooring at landings on S7	3,630
Change order #16	Parts and labor credit for static control tile	(8,264)

Change order #17	Materials and labor for epoxy paint at all wet areas	8,741
Change order #18	Changes to the building envelope to satisfy UW standards & commissioning consultants suggestions; credit to switch from Plae and Mondo rubber flooring to Regupol	(125,200)
Change order #19	Eliminate the permeable pavers and have concrete hardscapes at all drive lanes – reflects costs to add all necessary storm water storage vessels, re-work storm water infrastructure and add concrete	27,761
Change order #20	Modify select fixtures to mitigate maintenance issues	12,017
Change order #21	Added costs for necessary parts and labor to install door holds and alarm infrastructure at the affected openings due to design team oversight	4,307
Change order #22	Design deficiency – includes all necessary materials and labor to fabricate a parapet cap that sheds water away from the building	2,555
Change order #23	Multiple lighting deficiencies and discrepancies in the lighting plan – includes all necessary additions and revisions	23,673
Change order #24	UW Athletics wanted to add power and data at (2) locations in the new weight room to accommodate bikes	4,104
Change order #25	Response/cost reconciliation to audit report; CCD's 1-4; revised schedule/phasing plans associated with code review changes (schedule extension has not added cost)	360,178
Change order #26	New exterior knox box at north elevation; install owner furnished Morpho Lite biometric readers; install (14) owner furnished cameras.	813,342
Change order #27	Furnish and install complete commercial kitchen package for HAPC training table and fueling station	314,053
Change order #28	Furnish and install 3-Form Ceiling lettering in football locker room	60,295
Change order #39	Adding south tower access panel, fabricating and installing west loading lock trickle channel, changing glazing at south landing to tempered, axiom trim diffusers modifications in the squad room and adding solid surface sill on recovery pool exterior wall for durability	23,809
Adj Contract		\$36,212,850

Work Completed/In Progress:

- Punch list items remain in the addition.
- Selective demolition is complete.
- Interior framing is complete.
- Mechanical, electrical, and plumbing (MEP) rough-ins are underway within the renovation.
- Drywall installation is underway.
- In slab rough-in within the Olympic weight room is complete.
- North entry demolition and addition construction is underway.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

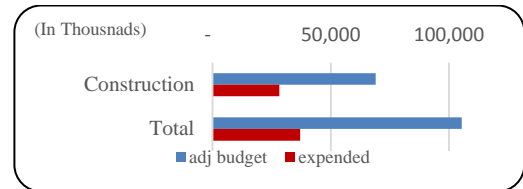
Work Planned for Upcoming Month:

- Punch list items.
- Mechanical, electrical and plumbing (MEP) rough-ins.
- Drywall installation.
- Construction of the north vestibule addition.

4. Engineering Education and Research Building (EERB)

Contractor: GE Johnson Construction Wyoming
Jackson, WY

Original Project Budget \$ 105,358,910 (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)
Reduced by 2015 legislative action	(3,475,737)	(3,475,737)
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 construction	10,000,000.00	10,000,000.00
2016 Appropriation	14,500,000.00	14,500,000.00
2015 DEQ redirected funds	3,475,737	3,475,737
Foundation donation	3,328,756	3,328,756
Total Project	105,358,910.00	105,358,910.00

Guaranteed Maximum Price
Contract Substantial Completion Date

\$69,014,882
February 13, 2019

Note: Funds have been reallocated among the budget categories. The adjusted budget has not changed in total.

(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)
Construction	72,491	(3,476)	-	69,015	(28,297)	(40,718)	-
Contingency	8,205	-	-	8,205	-	-	8,205
Reserve	5,243	3,369	-	8,612	-	-	8,612
Design	7,943	(129)	-	7,814	(6,898)	(916)	-
FF&E	3,993	(75)	-	3,918	-	-	3,918
Tech	3,474	(75)	-	3,399	-	-	3,399
Admin	4,010	386	-	4,396	(1,871)	(584)	1,941
Total	105,359	-	-	105,359	(37,066)	(42,218)	26,075

Statement of Contract Amount

Original contract		\$69,014,882
	No Change Orders	-
Adj Contract		\$69,014,882

Work Completed/In Progress:

- Exterior masonry, metal stud framing and sheathing continue.
- Installations of exterior glazing systems are ongoing.
- Interior metal stud framing and drywall is underway.
- Drywall tape and finish is underway.
- Mechanical and plumbing installation is ongoing.
- Electrical rough-in is ongoing.
- Site utilities are underway.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

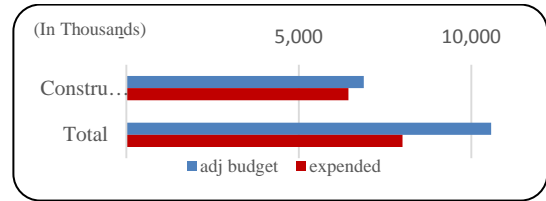
Work Planned for the Upcoming Month:

- Site utilities will continue.
- Mechanical, electrical and plumbing (MEP) installation.
- Interior framing and drywall.
- Exterior masonry.
- Curtain wall glazing installation.

5. BSL3 – State Vet Lab

Contractor: Sampson Construction Co, Inc.

Original Project Budget \$8,372,000 (a)
Adjusted Project Budget \$10,572,065



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
State of Wyoming Reimbursement	8,372,000.00	10,572,065
Total Project	8,372,000.00	10,572,065

Contract Substantial Completion Date June 26, 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)
Construction	6,512		370	6,882	(6,442)	(440)	-
Specialized Equipment	253	2,200		2,453	(693)	(666)	1,094
Contingency	496		(395)	101			101
Design	766		112	878	(757)	(121)	-
Admin	345		(87)	258	(110)	(128)	20
Total	8,372	2,200	-	10,572	(8,002)	(1,355)	1,215

Statement of Contract Amount

Original contract		6,512,000
Change Order #1	Re-feed supply & exhaust air to corridor, storage & incinerator rooms	8,780
Change Order #2	Provide/install floor sink for new autoclaves	1,289
Change Order #3	Remove existing floor drain	699
Change Order #4	Repair stated existing problems (Wazee crane report)	5,067
Change Order #5	Delete 42 door guards	(4,620)
Change Order #6	Eliminate demo of existing Clayton steam boiler	(2,625)
Change Order #7	Eliminate installation of floor sink & cold water drop in cagewash	(888)
Change Order #8	Add new 2" floor drain for emergency shower/eyewash	1,503
Change Order #9	Add 10 new 3/4" valves for emergency shower/eyewash	2,486

Change Order #10	Change 1000 AMP breaker to free standing disconnect	(1,873)
Change Order #11	Add 6 new ¾" isolation valves for emergency eyewashes	2,178
Change Order #12	Existing floor sink drain to be relocated to meet code, revise outlet size for combination waste & vent	614
Change Order #13	Add new floor drain in necropsy storage	2,725
Change Order #14	Add new stainless steel supply diffuser in necropsy; modify duct to avoid crane rail	3,724
Change Order #15	Remove excess concrete floor grout to structural concrete in necropsy room	6,000
Change Order #16	Delete perimeter drain around exterior entrance addition foundation	(199)
Change Order #17	Flash in mechanical curb to maintain water-tight integrity	906
Change Order #18	Relocate existing boiler feed water equipment, along with electrical relocation	7,340
Change Order #19	Revise exterior transformer	(1,552)
Change Order #20	Demo/replace CO2 lines & hangers/isolation valve for CO2 system; test when complete	7,132
Change Order #21	Demo/re-install secondary containment system	16,791
Change Order #22	Relocate existing piping into new walls	11,260
Change Order #23	Provide/install new data cabling	14,639
Change Order #24	Change specified LR25D model pass-thru refrigerator to a LR55D model	3,282
Change Order #25	Provide & install a weather-resistant fire alarm horn/strobe devise on north wall of necropsy, caulk accordingly	174
Change Order #26	Provide new floor sink, FS-1, with waste & vent lines	2,469
Change Order #27	Fabricate enclosures for existing blower equipment for exterior usage (manufacturer defect)	958
Change Order #28	Cut, remove, replace existing concrete slab; install new 3" floor sink w/ pipe & fittings to tie into existing 4" drain line	1,738
Change Order #29	Provide & install 2-3" swing check valves, new feed water pipe & fittings, hangers & supports; controls work to modify BFU control panel & reconfigure boiler controls	16,413
Change Order #30	Prep/re-surface floor with shock-crete and topcoat to build up floor slope	46,358
Change Order #31	Delete work in incinerator room 1138	(7,401)
Change Order #32	Fabricate (5) stainless steel enclosures for CO2 panels	1,581

Change Order #33	Credit 10% overhead and profit of prior owner approved change orders (#5,6,7,10,16,19) – per article 39 of specifications	(1,176)
Change Order #34	Delete re-install of autoclaves, owner will complete and credit 10% overhead and profit	(17,091)
Change Order #35	Add porcelain tile and epoxy paint finishes; delete FRP finishes	11,565
Change Order #36	Provide and install PT-2; credit resign tops and sinks	6,565
Change Order #37	Credit 3 door cylinders	(262)
Change Order #38	Install water lines for (3) purified water units, provide and install supports for additional lines	867
Change Order #39	Relocate steam and condensate lines; provide additional hangers and supports	3,941
Change Order #40	Provide power and lighting to roof top fan housing enclosure	1,081
Change Order #41	Reconfigure existing EDS waste lines and add two clean-outs	20,599
Change Order #42	Provide new circuit for (4) jacket heaters	731
Change Order #43	Tie onto existing dry pipe sprinkler system	1,279
Change Order #44	Supply and install cabinet back panels and bottoms	4,146
Change Order #45	Purchase single door sterilizer in lieu of renting temporary sterilizer	9,367
Change Order #46	Add VHP piping and ports to decon room 1122; install VHP lines utilizing 1-1/2" PVC pipe; provide & install isolation valves & quick connects	4,752
Change Order #47	Fabricate & install 10" stainless steel duct for exhaust air into decon room 1122; provide new 24"x12" stainless steel exhaust grill; provide & install new bubble tight damper; additional balancing	12,625
Change Order #48	Remove demolition of floor, cove base in corridor	(3,328)
Change Order #49	Provide compressed air to new cage wash equipment	1,124
Change Order #50	Remove and replace existing electrical conduit in Necropsy CMU walls	69,365
Change Order #51	Fix and repair 2 nd floor mechanical room door leak	821
Change Order #52	Install new light fixtures by autoclaves	1,675
Change Order #53	Replace eyewash fixtures with hoses; install stainless steel caps to infill existing counter tops	3,893
Change Order #54	Demolish concrete/asphalt; provide new curb and slab; add fencing and gates, including utilities for exterior temporary incinerator	27,509
Change Order #55	Remove and replace (25) HEPA filters and pre-filters	16,255
Change Order #56	Provide reimbursable cost for Rocky Mountain Power utility work paid by UW	(1,750)

Change Order #57	Run additional conduit from Panel UPS to BSL3 mezzanine for back-up power to Johnson Controls controllers	1,865
Change Order #58	Provide and install (6) door closure kits	590
Change Order #59	Extend substantial completion date	-
Change Order #60	Provide and install new door hardware for door 1151A	741
Change Order #61	Cut hole in floor and install a 2" floor drain in corridor C1140 to help with existing drainage	6,714
Change Order #62	Patch open drywall holes; firestop multiple openings; take down and replace existing electrical and security wiring and conduit not installed per code	18,380
Change Order #63	Re-coat and re-texture flooring in corridor C1140 & C1140A	2,259
Change Order #64	Supply and install three (3) additional egress buttons	1,413
Change Order #65	Fix multiple construction discrepancy items as detailed in log	56,657
Change Order #66	Credit back allowance not needed for installation	(108,583)
Change Order #67	Remove and re-install HEPA filter housing unit EE-12 to correct orientation for proper air flow; re-work hangers and supports as required for re-installation	1,996
Change Order #68	Provide and install additional shelving for DI water system equipment	543
Change Order #69	Provide & install (2) 32"x32" backdraft dampers for AHU-4 supply fans; fabricate & install duct flanges & galvanized sleeves for installation and support of backdraft dampers	5,206
Change Order #70	Repair and replacement of two existing cards in existing transfer switches	2,962
Change Order #71	Extend 208V amp circuit from north wall of BSL3 mezzanine to west wall for additional power source for VHP machine	494
Change Order #72	Rewire phoenix controllers to a 24V system from 120V	2,322
Change Order #73	Remove existing door hardware; replace with new hardware and have VTI wire accordingly	1,732
Change Order #74	Provide and install new trench drain trap seals serving the EDS system	1,259
Change Order #75	Provide and install (15) door louvers (to address air flow issues)	36,173
Change Order #76	Replace damper actuators on cooling tower #1 and #2	19,424
Adj Contract		\$6,885,648

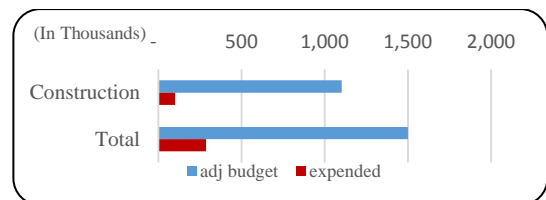
Work Completed/In Progress:
<ul style="list-style-type: none"> • Installation of louvers in the doors within the BSL-3 facility is complete. • Anticipate re-balancing the air flows within the space May 7-11, 2018. • Commissioning is anticipated to be complete by the end of May. • Incinerator manufacturing is ongoing. • Procurement for the incinerator is underway.
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time

Work Planned for the Upcoming Month:
<ul style="list-style-type: none"> • Re-balancing the air flows within the BSL-3 facility • Commissioning activities. • Continue process for standard operating procedures (SOP's) for BSL-3. • Construction of the incinerator addition will commence when sufficient materials are on site, thus reducing the amount of time the existing incinerator is down.

6. WWAMI – Lab Renovation

Contractor: Arcon, Inc., Laramie, WY

Original Project Budget \$1,500,000 (a)
Adjusted Project Budget \$1,500,000



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
WWAMI Income	643,000	643,000
Academic Affairs Medical Education Quasi Account	197,000	197,000
College of Health Sciences Building Account	360,000	360,000
State Appropriation (FY17/18 Budget) for Level II study	300,000	300,000
Total Project	1,500,000	1,500,000

Contract Substantial Completion Date

November 30, 2018

(In Thousands)	Budget (a)	Additional Funding/Adj (b)	Use of Contingency (c)	Adj Budget (a+b+c) =(d)	Expenditures (e)	Obligations (f)	Remaining Balance (d+e+f)=(g)
Construction	1,063	39	-	1,102	(100)	(1,002)	-
Contingency	71	-	-	71	-		71
Design	168	17	-	185	(154)	(31)	-
FF&E	81	(17)	-	64	-	-	64
IT/Tech	68	(39)	-	29	-	-	29
Admin	49	-	-	49	(33)	-	16
Total	1,500	-	-	1,500	(287)	(1,033)	180

Statement of Contract Amount

Original contract		1,101,500
	No Change Orders	
Adj Contract		\$1,101,500

Work Completed/In Progress:

- Exterior construction is complete.
- Mechanical, electrical, and plumbing (MEP) rough-ins are 95% complete.
- Interior framing is complete and drywall installation is underway.
- Procurement of department funded equipment in progress.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for the Upcoming Month:

- Health Sciences classroom remodel will begin late May.

INFORMATION ONLY: Construction Update, 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:

BSL – 3 Update

- The installation of louvers in the doors within the BSL-3 facility is complete.
- Anticipate rebalancing the air flows within the space May 7-11.
- Commissioning is anticipated to be complete by the end of May.
- Incinerator manufacturing is ongoing.
- Material procurement for the incinerator is underway.
- Construction of the incinerator addition will commence when sufficient materials are on-site, thus reducing the amount of time the existing incinerator is down.

Engineering Update

- Exterior masonry, metal stud framing and sheathing continue.
- Installation of exterior glazing systems are ongoing.
- Interior metal stud framing and drywall work is underway.
- Drywall hang tape and finish is underway.
- Mechanical and plumbing installation is on-going.
- Electrical rough-in is on-going.
- Site utilities are underway.
- No change orders to date and construction is progressing.

Arena Auditorium Phase II

- Minor punch list items remain and will continue through the middle of June.
- Landscaping and metal panel work will take place post season and during the summer months.
- Anticipate issuing substantial completion at the end of May.

Mick and Susie McMurry High Altitude Performance Center (AKA RAC 2)

Addition

- All areas within the addition have been turned over to athletics.
- Punch list items remain.

Renovation

- Selective Demolition is complete.
- Interior framing is complete.
- Mechanical/Electrical/Plumbing rough-ins are ongoing.
- Drywall installation is underway.
- In slab rough-in within the Olympic weight room is complete.

- North entry demolition and addition construction is underway.
- A design meeting was held on April 16th to incorporate any Athletics requested changes via one document in lieu of several change documents.

WWAMI

- Exterior construction is complete.
- Mechanical Electrical Plumbing rough-ins are 95% complete.
- Interior framing is complete and drywall installation is underway.
- Procurement of department funded equipment and furniture is in progress.
- Preparations for the Health Sciences classroom remodel are underway and will begin late May.

Science Initiative

- Design Development meeting two was held March 20-28.
- Design Development meeting three will be held May 14.
- The site demolition package has been released for bid.

Landscape Master Plan

- Design is underway.
- Anticipate bidding the landscaping project the middle of May with completion the end of July.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Regular construction updates have been shared with the Board.

WHY THIS ITEM IS BEFORE THE BOARD:

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

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

INFORMATION ONLY: Foundation Monthly Giving Report, Blalock

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 UW Foundation provides a YTD Giving report for each meeting of gifts documented in the system.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

Informational report

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION

N/A

PRESIDENT'S RECOMMENDATION:

N/A

The University of Wyoming
Board of Trustees' Report
May 9-11, 2018
Page 216

University of Wyoming, Foundation
FY 2018 Monthly Giving Report through March
All Gifts

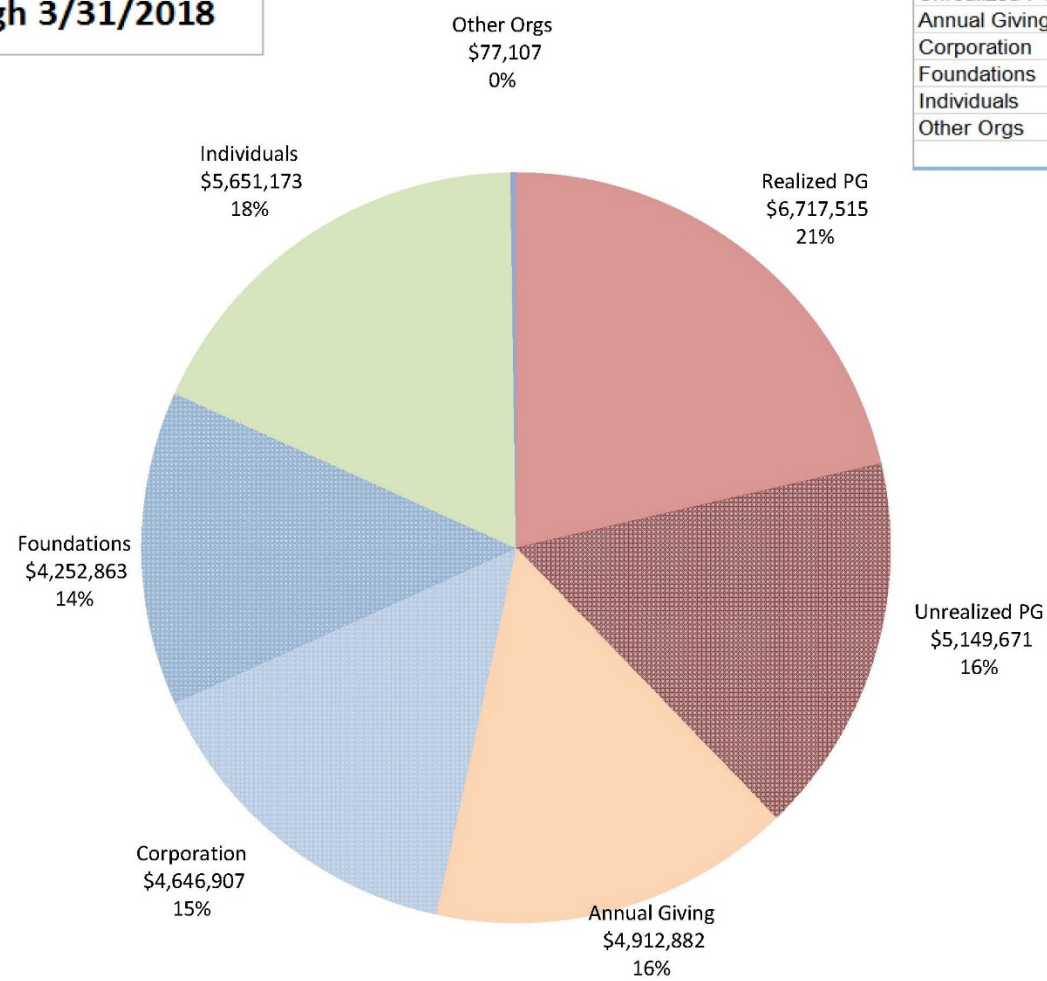
FUND	Current Month Gifts Received		FY 2018 to date							STATE MATCHING	FY 2017 Commitments YTD	
	DONORS	GIFTS	Cash & Cash equivalent			New Commitments YTD					DONORS	GIFTS
			DONORS	OUTRIGHT	GIK	PLEDGE PMTS	NEW PLEDGES	PLANNED GIFTS	TOTAL			
AGRIC	62	\$65,865	760	\$1,451,890	\$0	(\$123,500)	\$0	\$32,670	\$1,361,060	\$0	628	\$2,415,757
AHC	6	\$8,000	210	\$497,576	\$0	\$0	\$0	\$0	\$497,576	\$0	287	\$216,800
ALUMNI	180	\$12,178	2071	\$183,660	\$0	(\$37,000)	\$12,000	\$0	\$158,660	\$0	2572	\$184,652
A & S	153	\$79,317	1724	\$6,823,825	\$0	(\$4,995,716)	\$4,474,000	\$2,000,000	\$8,302,109	\$0	1641	\$2,840,724
ATHLETICS	1251	\$938,694	5299	\$8,051,033	\$532,699	(\$4,113,357)	\$824,000	\$0	\$5,294,375	\$150,000	5935	\$8,745,668
BUSINESS	57	\$77,152	698	\$1,046,538	\$40,000	(\$710,325)	\$477,500	\$1,384,000	\$2,237,713	\$50,000	693	\$1,662,857
EDUCATION	97	\$1,007,108	505	\$1,659,412	\$0	(\$443,140)	\$355,000	\$0	\$1,571,272	\$125,000	526	\$1,350,601
ENERGY	0	\$0	50	\$1,162,907	\$81,000	(\$433,334)	\$7,500	\$0	\$818,073	\$0	21	\$104,243
ENGINEERING	138	\$43,156	1014	\$3,101,746	\$200,001	(\$1,862,549)	\$1,456,197	\$0	\$2,895,395	\$40,000	1050	\$3,702,236
IENR/HAUB	10	\$51,830	161	\$845,707	\$0	(\$500,000)	\$0	\$0	\$345,707	\$0	142	\$1,566,567
HEALTH SCI	56	\$35,398	553	\$426,959	\$0	(\$187,727)	\$395,000	\$0	\$634,232	\$0	593	\$2,607,994
HONOR	2	\$50	2	\$50	\$0	\$0	\$0	\$0	\$50	\$0	0	\$0
LAW	26	\$4,034	333	\$374,833	\$0	(\$51,200)	\$118,500	\$775,001	\$1,217,134	\$0	345	\$152,660
LIBRARY	9	\$6,035	131	\$32,663	\$100	(\$10,000)	\$0	\$0	\$22,763	\$0	134	\$185,180
WYO PUBLIC MEDIA	2187	\$64,541	6898	\$994,641	\$0	\$0	\$0	\$0	\$994,641	\$0	6615	\$884,593
STU AFFRS	13	\$10,180	231	\$290,453	\$18,004	(\$140,000)	\$0	\$0	\$168,457	\$0	466	\$409,180
UW ART MUS	2	\$105,224	299	\$163,127	\$105,200	(\$1,000)	\$0	\$248,000	\$515,327	\$0	329	\$2,666,218
PRESIDENT'S IMPACT FND	28	\$2,169	322	\$65,959	\$0	\$0	\$0	\$0	\$65,959	\$0	416	\$66,902
OTHER GIFTS NOT YET BOOKED	101	\$464,280	672	\$6,296,418	\$1	(\$3,826,402)	\$1,127,600	\$710,000	\$4,307,618	\$0	781	\$7,689,420
TOTAL	4,222	\$2,975,212	18,246	\$33,469,396	\$977,005	(\$17,435,250)	\$9,247,297	\$5,149,671	\$31,408,119	\$365,000	18,981	\$37,452,254
Funds Not Deposited at Foundation				-\$4,344,854								
Foundation Cash In				\$29,124,543								

**Total Donors does reflect Column totals. Donors may give to more than one unit/division.

University of Wyoming, Foundation
FY 2018 Monthly Giving Report through March
Annual Gifts

[illegible]

Giving by Type
FY 18 through 3/31/2018



Realized PG	\$	6,717,515
Unrealized PG	\$	5,149,671
Annual Giving	\$	4,912,882
Corporation	\$	4,646,907
Foundations	\$	4,252,863
Individuals	\$	5,651,173
Other Orgs	\$	77,107
		31,408,119.13