

**THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES'
REPORT & SUPPLEMENTAL MATERIALS**

**October 14, 2020
Conference Call Meeting**

**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
August 12, 2020
Conference Call Meeting

Note: Only topics that have support materials provided in advance of the meeting are contained within this report. Topics that will be discussed with only a verbal report do not have information included.

WORK SESSIONS

Update: COVID-19 – Seidel/Benham-Deal [*verbal update*]

Consideration and Action: Academic and Student Affairs Committee – Sullivan

- Fall 2020 Financial Aid plan outcomes – AY 2021/2022 Recommendations – Moore.....

Consideration and Action: Family Medicine Residence Programs – FQHC Reorganization – Theobald

[*postponed from September meeting*]

Consideration and Action: Facilities Contracting Committee – McKinley/Mai

- Consideration and Action: Housing EDAC & Site Selection
- Consideration and Action: WPR Lingle/Lusk Site Lease Extension with David Kelly.....

Consideration and Action: Modifications to UW Regulations – Brown/Evans

- UW Regulation 2-1 (Academic Personnel)
- UW Regulation 6-1 (Design, Construction, and Naming of Buildings).....

AGENDA ITEM TITLE: UW's Financial Aid Plan for fall 2021 (AY21-22), Moore

SESSION TYPE:

- Work Session
- Education Session
- Information Item
- Other:
[Committee of the Whole – Items for Approval]

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

Attachments are provided with the narrative. [Materials provided as supplemental]

EXECUTIVE SUMMARY:

The Administration of the University of Wyoming recommends no changes to the current Financial Aid plan and to extend adoption of the current plan into AY21-22. The current financial aid plan adopted at the July 2019 BOT meeting in Riverton has had positive outcomes and impacts across resident and nonresident market segments. Maintaining this plan for an additional year will provide greater data comparison and evaluation of areas of success and opportunity.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Current financial aid plan was adopted in 2019 at the BOT retreat in Riverton

WHY THIS ITEM IS BEFORE THE BOARD:

Annual item for consideration

ACTION REQUIRED AT THIS BOARD MEETING:

For consideration of adoption of the UW Financial Aid plan by the BOT Budget Committee

PROPOSED MOTION:

I move to adopt the current AY20-21 financial aid plan for the AY21-22 calendar.

PRESIDENT'S RECOMMENDATION:

The President recommends approval.

**AGENDA ITEM TITLE: Family Medicine Residence Program – FOHC Reorganization,
Theobald/Evans/Jones**

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative—refer to Supplemental Materials Report.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

In May, 2020, the University contracted with Larry Kaiser, M.D. to review governance and financial options for the Educational Health Center of Wyoming (EHCW), a federally qualified health centers (FQHC) that UW operates through our College of Health Sciences (CHS).

An FQHC differs from a university-operated clinic in that an FQHC receives much higher reimbursement rates from Medicaid and the opportunity to purchase pharmaceuticals at highly discounted prices. In return, an FQHC must comply with standards set by the Health Resources and Service Administration (HRSA), an agency of the U.S. Department of Health and Human Services. There remain issues regarding the EHCW's HRSA co-applicant agreement document with the UW over the University's involvement with the FQHC's revenues and governance (e.g., CHS Dean David Jones has served as the clinics' Acting CEO for over 3 years).

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

Since 2017, the Board of Trustees has received regular updates on this matter.

WHY THIS ITEM IS BEFORE THE BOARD:

Dr. Kaiser has proposed a reorganization of the UW's and the EHCW's roles in the FQHC; he has proposed several options for consideration. The EHCW Board will present additional options for discussion with the UW. The goals of the reorganization are:

1. Provide the EHCW Board with autonomy to administer its clinics.
2. Establish a fiscal structure that will ensure that the EHCW and its clinics will have long-term financial viability.
3. Support the EHCW in its efforts to hire a CEO.
4. Review the family medicine residency program that UW operates at the FQHCs as part of on-going efforts to maintain excellence in preparing family medicine physicians.

ACTION REQUIRED AT THIS BOARD MEETING:

Approve proposal to transition the EHCW clinics to independence over next 24 months, with EHCW operating its own administrative services.

PROPOSED MOTION:

“I move to direct President Seidel to transition EHCW to an independent FQHC.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Housing EDAC and Site Selection, Mai

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
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- No [Regular Business]

EXECUTIVE SUMMARY:

In the fall and spring of 2019-20, Administration worked with the consulting firms of; Plan One, alm2s, and Mackey Mitchell Architects on Level 2 planning for Phase 1 of the Student Housing and Dining project. Phase 1 will consist of the construction of approximately 1,000 beds of freshman housing, an 850-seat dining facility, landscaping and civil infrastructure improvements. Administration and the architectural consultants are currently working through designs related to site planning and exterior building design.

The Facilities Contracting Committee Chairman Trustee McKinley will lead a discussion on the housing footprint.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

March, 2020 – Board authorized Administration to execute an agreement for Level 3 architectural and engineering services for Phase 1 of the Student Housing and Dining project.

January, 2020 – Board authorized Administration to make an expenditure from the Housing Reserve account for programming design services for the Student Housing and Dining project.

November, 2019 – Board approved a Board Resolution addressing reimbursement of capital expenditures for the housing-related projects.

September, 2019 - Board authorized construction of an appropriate number of buildings in the northeast corner of campus immediately west of 15th street.

July, 2019 – Board authorized Administration to negotiate and contract with the consulting firms; Plan One, alm2s and Mackey Mitchell Architects, as the design consultant for the Student Housing and Dining project.

May, 2020 – Board approved negotiating an agreement with JE Dunn for construction management services.

WHY THIS ITEM IS BEFORE THE BOARD:

Board approval of the housing footprint enables Administration to continue working with the architects to develop Phase 1 of the Student Housing and Dining project.

ACTION REQUIRED AT THIS BOARD MEETING:
Approval of the preferred housing facilities footprint.

PROPOSED MOTION:

“I move that the preferred housing facilities footprint is Scheme B as shown on Page 9 with beds for approximately 1,000 students and dining facilities for up to 850 students.”

PRESIDENT’S RECOMMENDATION:

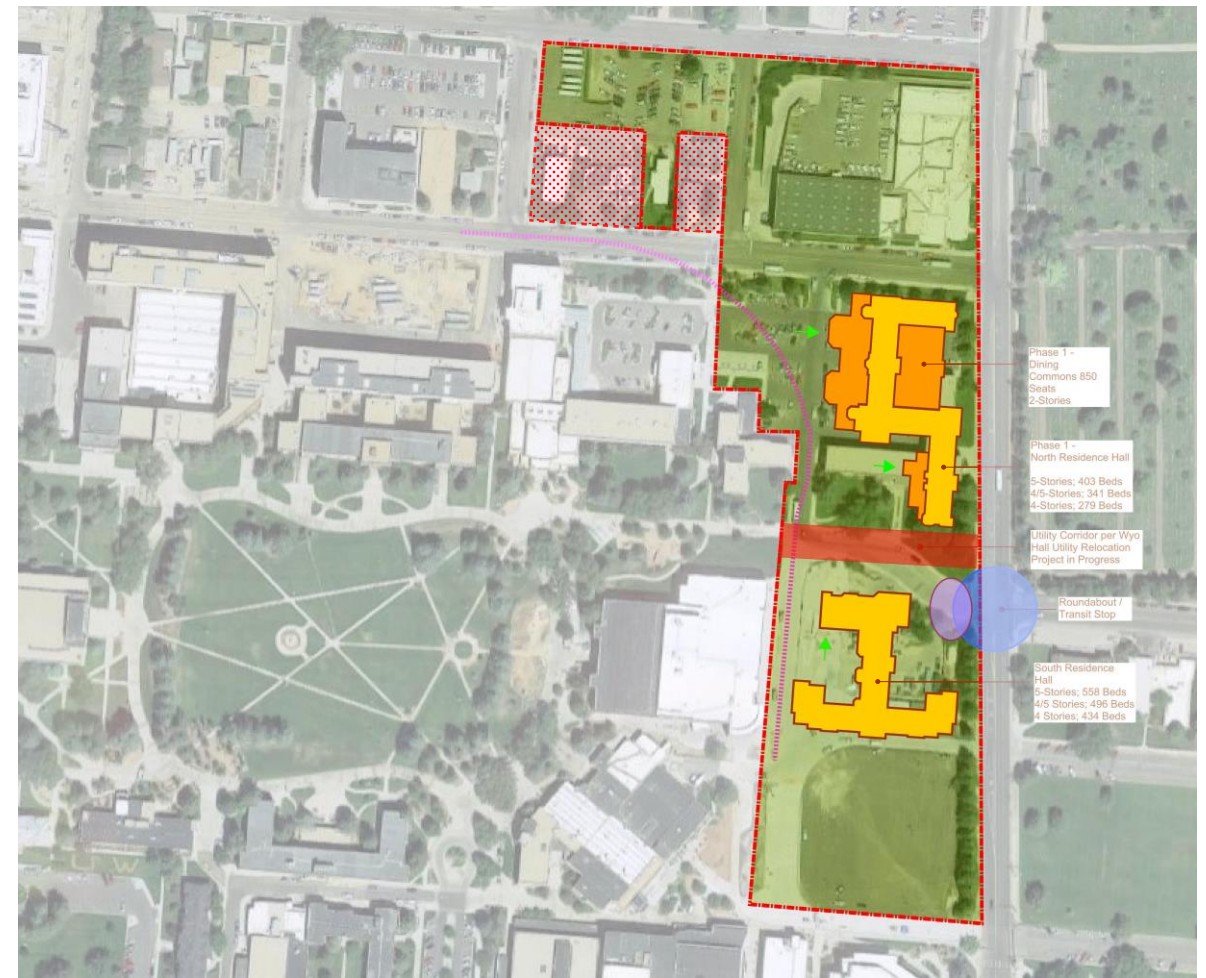
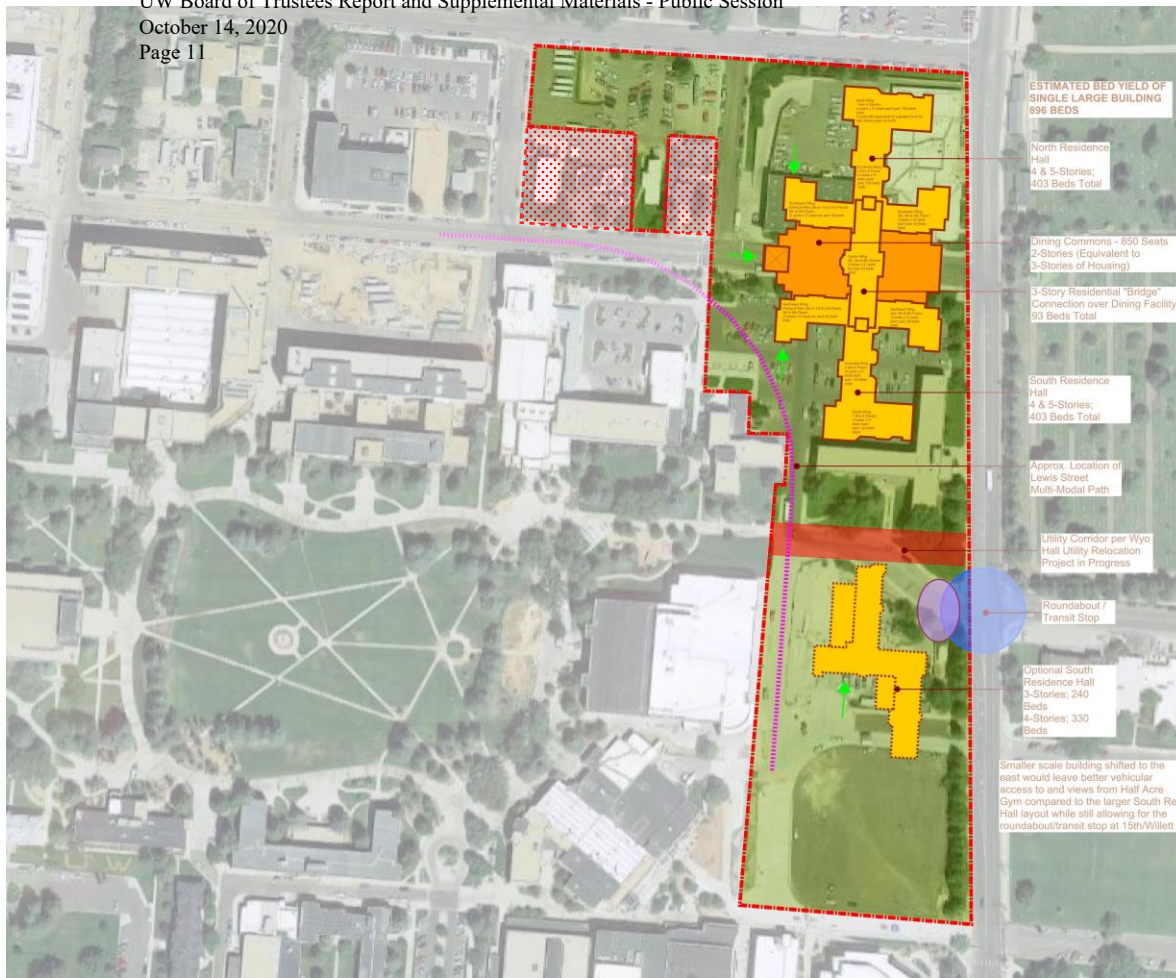
The President recommends approval.



University of Wyoming Residence Halls & Dining

FCC Review Meeting
October 6th, 2020

Sites A & B
Updated Comparative Matrix
Scale Analysis



Site A

Concept diagram depicting dining program positioned as a terminated vista centered on Lewis Street with Phase 1 housing symmetrically cascading as a single site.

Site B

Concept diagram depicting dining program positioned just south of Lewis Street with Phase 1 housing distributed in 2 sites along the Willet/Prexy's corridor.

Current Concept Options

Dining Locations – A Comparative Analysis

Guiding factors for identifying the optimum site and configuration of dining. Both layouts assume a condensed 2-story footprint allowing increased operational efficiency and generate comparable amounts of outdoor space.



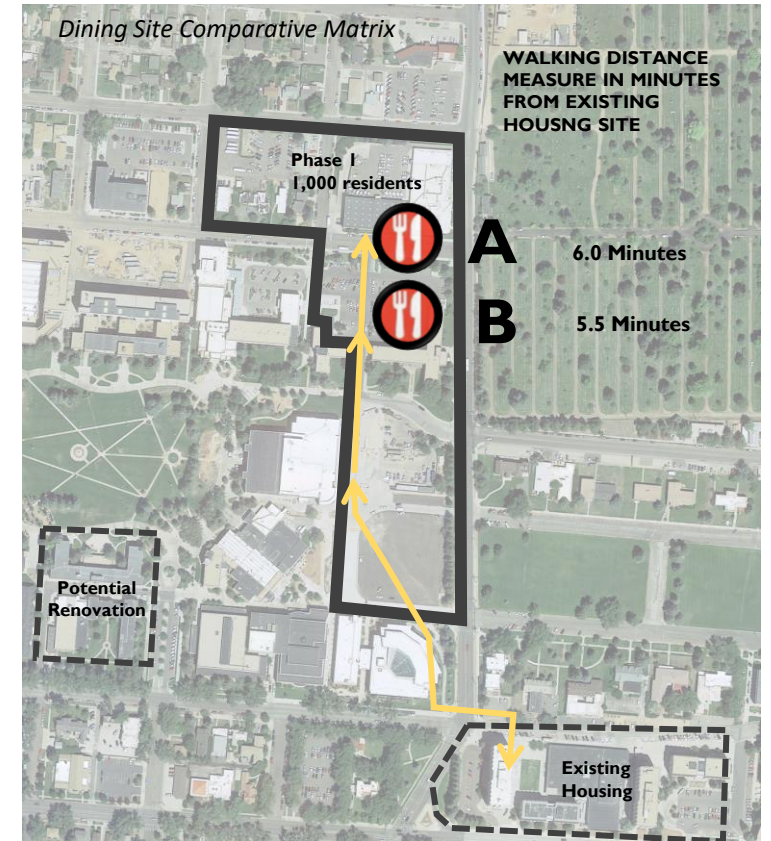
A

- 2-level dining allow views at site's highest point
- Direct Lewis sight line to distant views
- Central location within residential precinct
- Clear, visible central campus location
- Service removed from pedestrian zones
- Profound budget & schedule impacts
 - Upfront vacating Lewis Street & additional acquisition
 - Significant regrading north of Lewis
 - Services Building & utility relocation
 - Added schedule delay and escalation
- Longest walking distance during interim phases
- Scale of Phase 1 program very large, comparable to existing housing super-block



B

- 2-level dining allow views at site's highest point
- Central location within residential precinct
- Reasonable walking distance during interim phases
- Clear, visible central campus location
- Works within land already owned
- Service removed from pedestrian zones
- Most efficient utilization of budget & schedule



Site Comparative Analysis

A



2-story dining integrated with residence hall centered directly on Lewis Street corridor

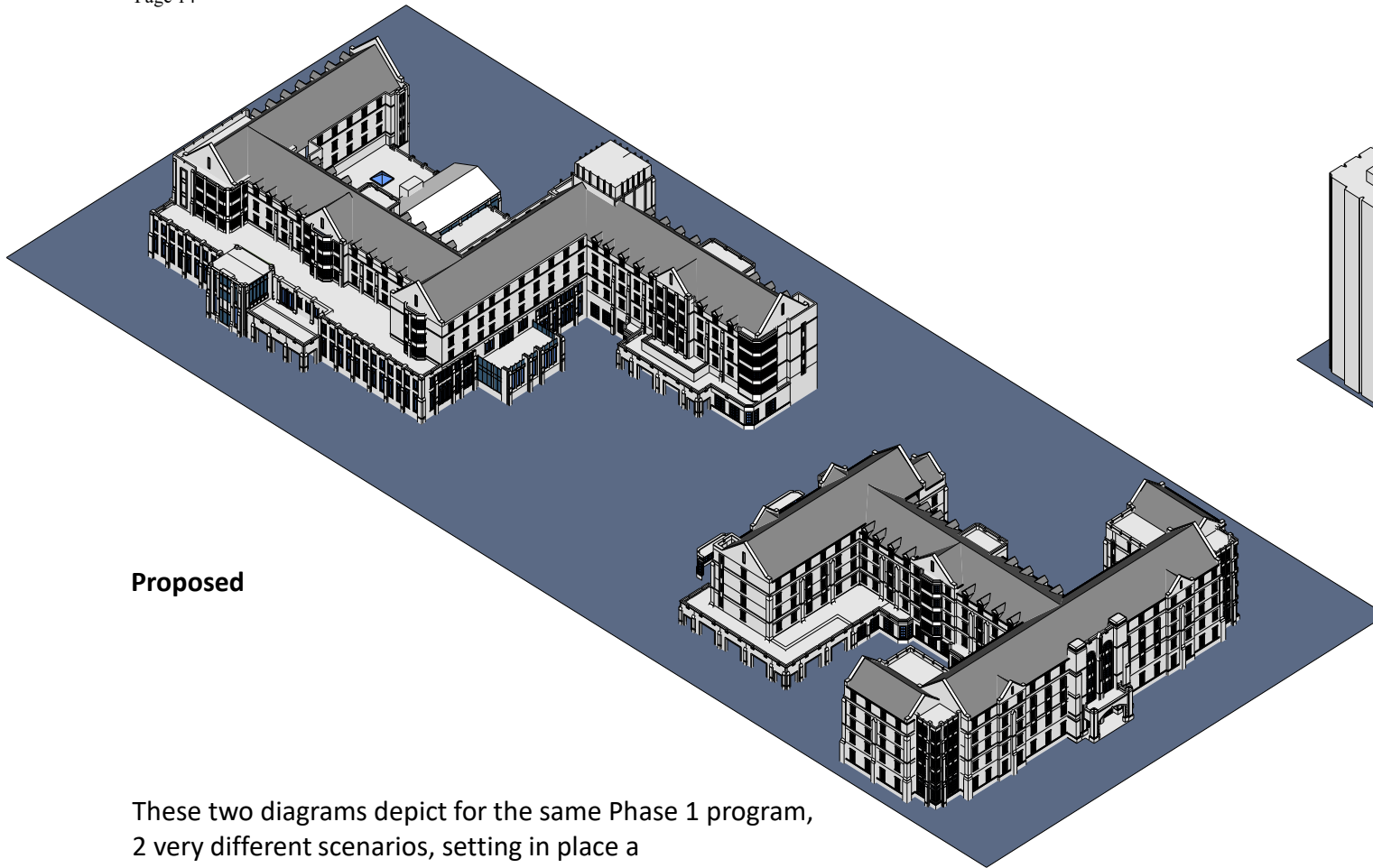
B



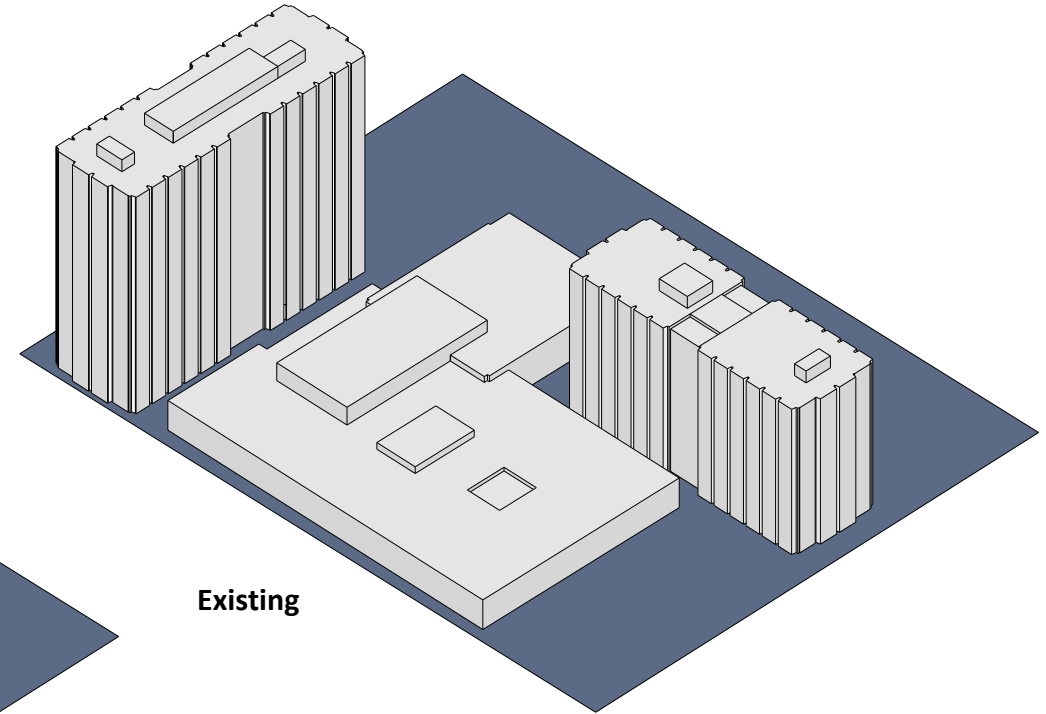
2-story dining integrated with residence hall within originally approved Phase 1 boundary

	A	B
CAMPUS DESTINATION For both residents & broader campus	● Straddles campus core edge at corridor terminus	● Within campus core
CONSTRUCTION COST Complies with Phase 1 Budget	● 20-25% over budget	● Budget neutral
CENTRAL LOCATION Within the full 2000-resident village	● Close to central	● Central
INTERIM DISTANCE For remaining residents east of 15th	● Greatest distance	● 3 rd closest
CAMPUS CONNECTIVITY Views & visibility to/from campus & beyond	● Lewis Corridor, distant mountains	● Lewis Corridor, Willet/Prexy's Corridor, distant mountains
SERVICE ACCESS Convenient, functional, safe, discreet	● Good	● Good
OPERATIONAL EFFICIENCY Long-term operating costs & financial sustainability	● Good	● Good
CAMPUS PLANNING Meaningful outdoor space & connections	● High percentage of outdoor space	● High percentage of outdoor space
STUDENT SUCCESS Maximizes recruitment & retention	● Centrally located for residents; Phase 1 Hall scale needs careful consideration	● Centrally located for residents
SCHEDULE Disruption level to proposed delivery date	● Require significant additional study and redesign	● Limits schedule disruption to EDAC-directed pause

Site Comparative Summary



Proposed



Existing

These two diagrams depict for the same Phase 1 program, 2 very different scenarios, setting in place a transformation that will be welcoming and supportive to students and appropriate to the campus's sense of place.

Scale Analysis

Site A

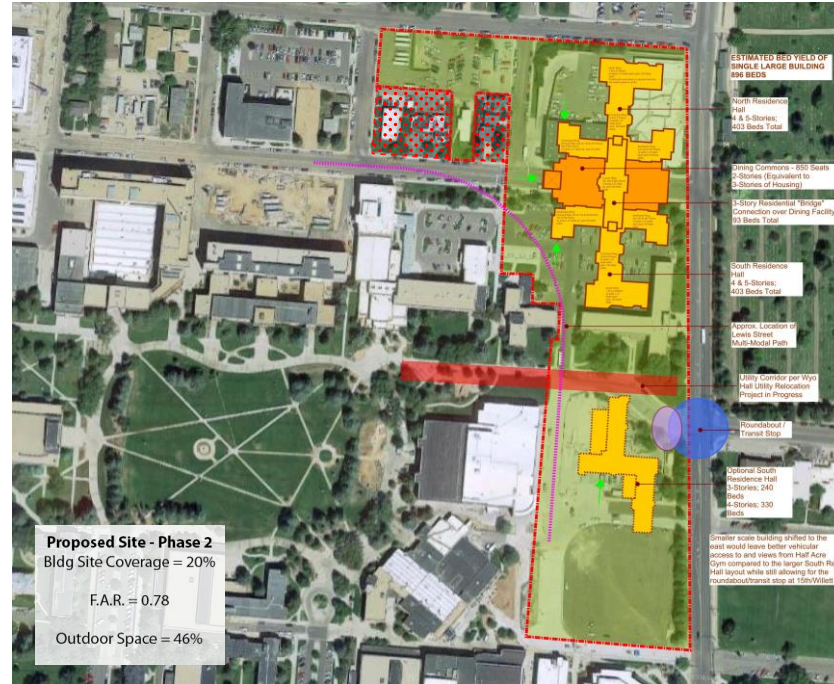
Summary of density & scale characteristics between existing housing & proposed plan.

- The proposed site area is approximately 14 acres – **roughly 280%** more than the existing housing.
- The proposed site is developed with 5-story buildings, **reducing building height by 50%.**
- Great college campuses have meaningful, comfortable, and memorable outdoor spaces. The proposed plan increases outdoor space by **nearly 900%.**
- Combining dining and residential functions into a single building **maximizes outdoor space.**



Proposed Site Area

- 2000 beds plus dining
- Total Site Area = 14 Acres
- 143 Residents/Acre
- Building Footprint Coverage: 20%
- Outdoor Space = 6.4 Acres
- Building Height – 5 Stories



Existing Site Area

- 2000 beds plus dining
- Total Site Area = 5 Acres
- 400 Residents/Acre
- Building Footprint Coverage: 34%
- Outdoor Space = .7 Acres
- Building Height – 8 & 12 Stories

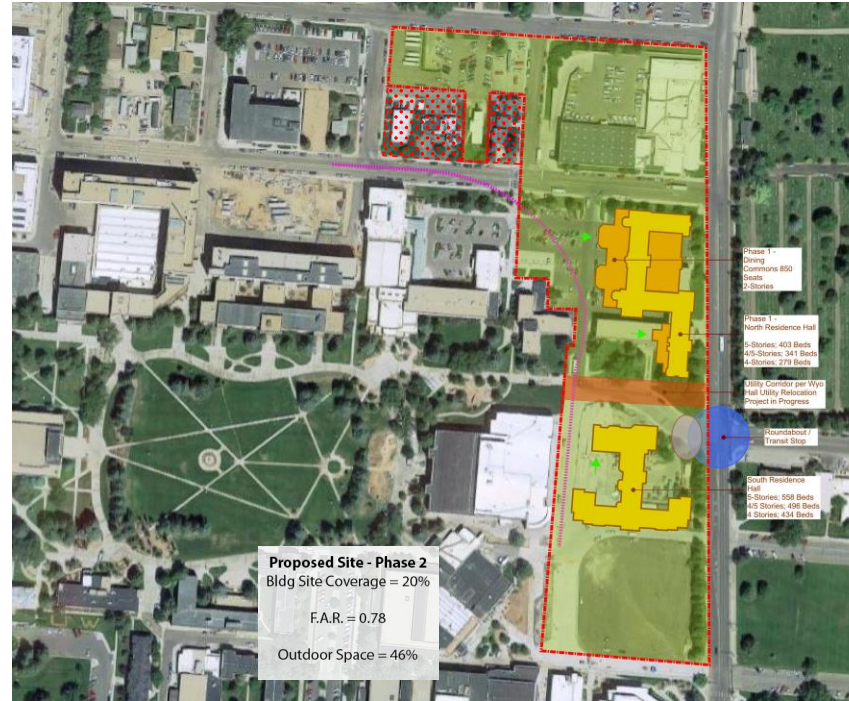


Scale Analysis

Site B

Summary of density & scale characteristics between existing housing & proposed plan.

- The proposed site area is approximately 14 acres – **roughly 280%** more than the existing housing.
- The proposed site is developed with 5-story buildings, **reducing building height by 50%.**
- Great college campuses have meaningful, comfortable, and memorable outdoor spaces. The proposed plan increases outdoor space by **nearly 900%.**
- Combining dining and residential functions into a single building **maximizes outdoor space.**



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Existing Site Area

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- Building Footprint Coverage: 34%
- Outdoor Space = .7 Acres
- Building Height – 8 & 12 Stories



Scale Analysis



Existing **super-block** complex

Site A & B Compared

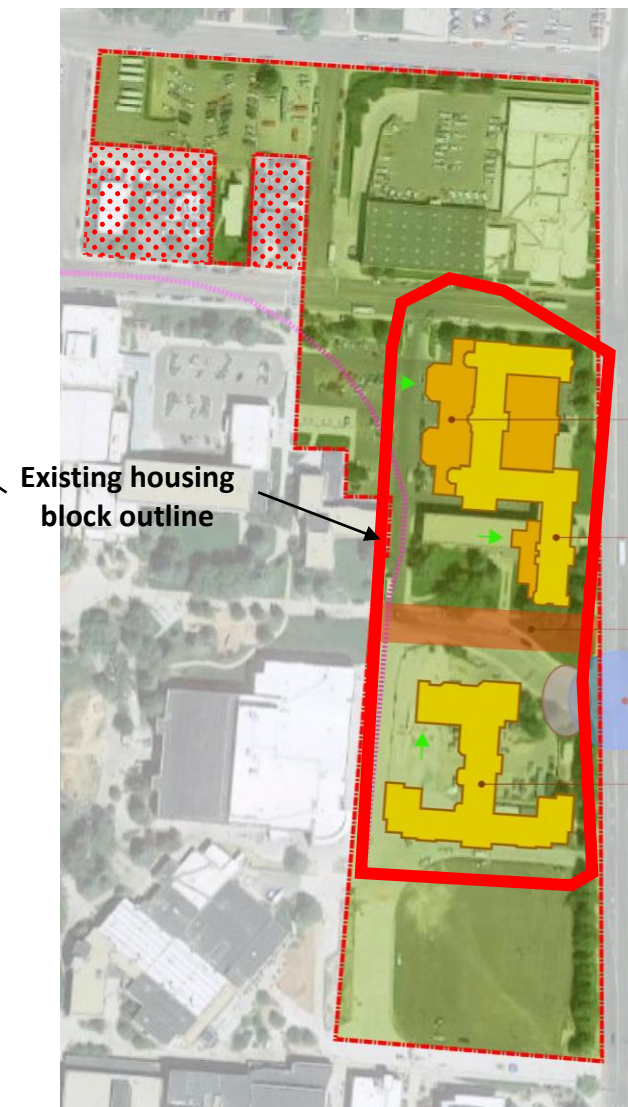
These diagrams depict UW's existing housing in relation to Schemes A and B.

UW's existing housing complex presents an imposing, super-block presence in direct contrast to the historic campus fabric.

While the outdoor space quantities are equal between Schemes A and B, Scheme A concentrates the Phase 1 program into a single concentrated building, potentially recreating a similar super-block. Scheme B distributes the Phase 1 program into 2 buildings reducing scale and increasing approachability.

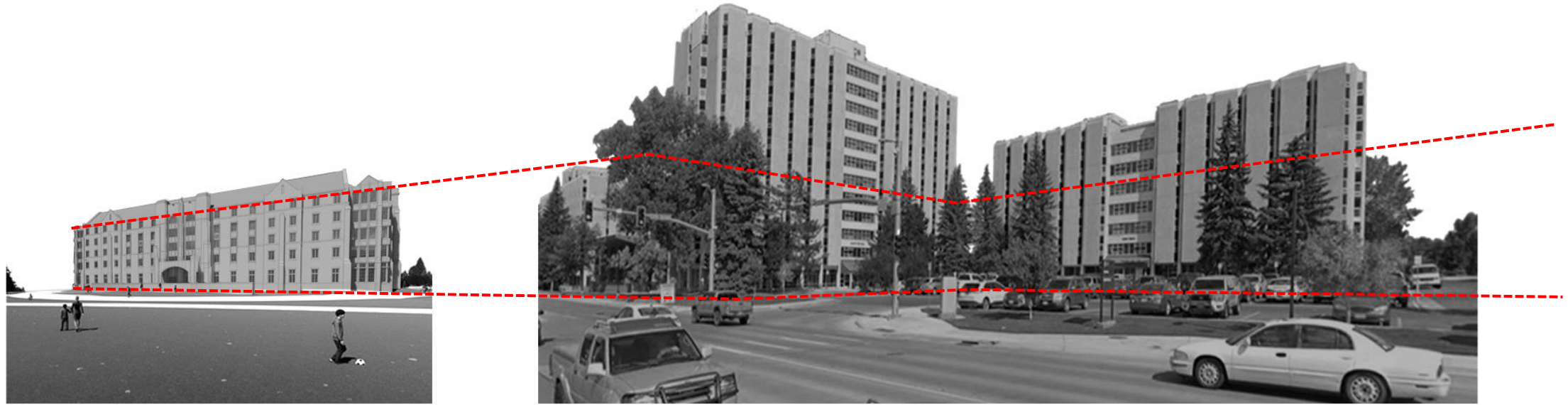


Scheme A concentrates Phase 1 program into a single large building, creating a new superblock

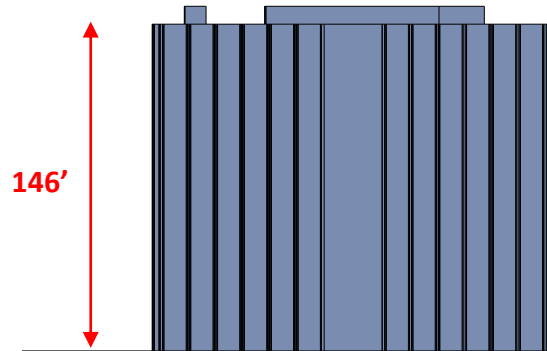


Scheme B distributes Phase 1 program into two buildings reducing program site scale

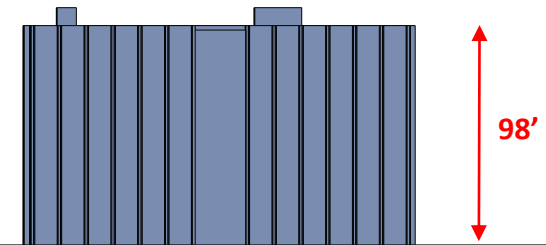
Scale Analysis



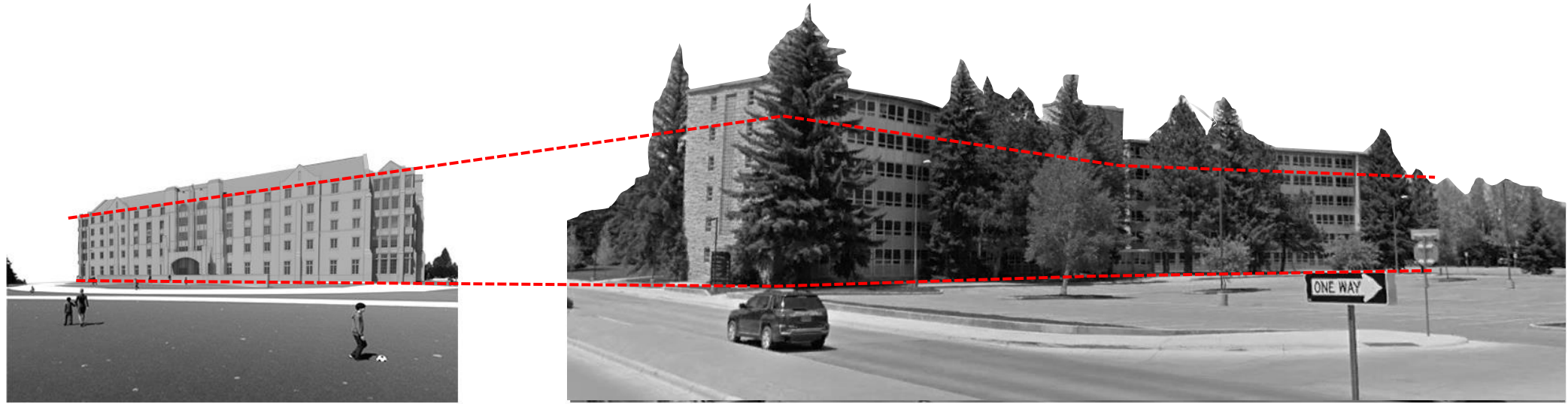
Proposed residence hall
at 5-story height



Existing McIntyre Orr residence halls
complex at 8 & 12 -story height

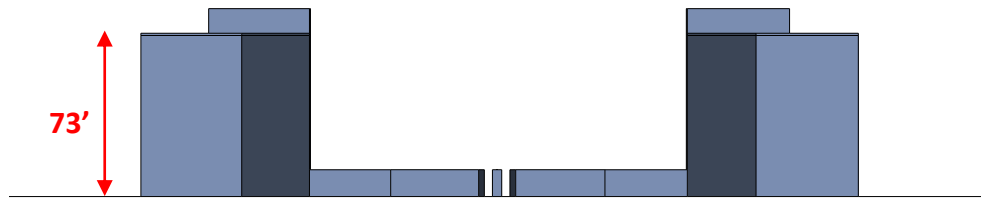


Scale Analysis



**Proposed residence hall
at 5-story height**

**Existing Crane Hill residence halls
complex at 6-story height**



Scale Analysis

AGENDA ITEM TITLE: Wyoming Public Radio Lusk/Lingle, WY Site Lease Extension with David Kelly, Mai

SESSION TYPE:

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

[Committee of the Whole – Item for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

This agenda item is to request approval to extend an existing lease agreement for the Wyoming Public Radio (WPR) tower site northeast of Lingle, Wyoming (see attached map).

The University of Wyoming and David Kelly first entered into a five (5) year lease agreement on August 11, 2010, allowing WPR to erect, operate and maintain a transmission tower and radio equipment enclosure on land owned by David Kelly in Goshen County, Wyoming. The lease was extended in 2015 for another five (5) year term. The current term of the lease ends October 30, 2020, and both WPR and David Kelly have expressed a desire to extend the existing agreement for another five (5) year term to continue radio coverage in the Lusk and Lingle area.

The current annual lease rent is \$3,000.00 and is proposed to remain the same during the five (5) year extension. The University has the ability to terminate the lease agreement upon 90 days' advance written notice to the Lessor.

At the direction of the Facilities Contracting Committee, the administration has finalized the lease agreement. The attached Lease Agreement has been signed by David Kelly and is ready for the University's signature.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None.

WHY THIS ITEM IS BEFORE THE BOARD:

Per UW Regulation 7-2, the Board of Trustees reserves authority to approve and/or sign contracts for "Other matters involving real property, including but not limited to the lease of real property; easements; water rights and development; oil, gas and mineral leases; and federal or state government leases, permits, or licenses for longer than one year or more than \$50,000".

The administration requests that the Facilities Contracting Committee recommend, to the full Board, approval to execute the Lease Agreement to extend the lease with David Kelly.

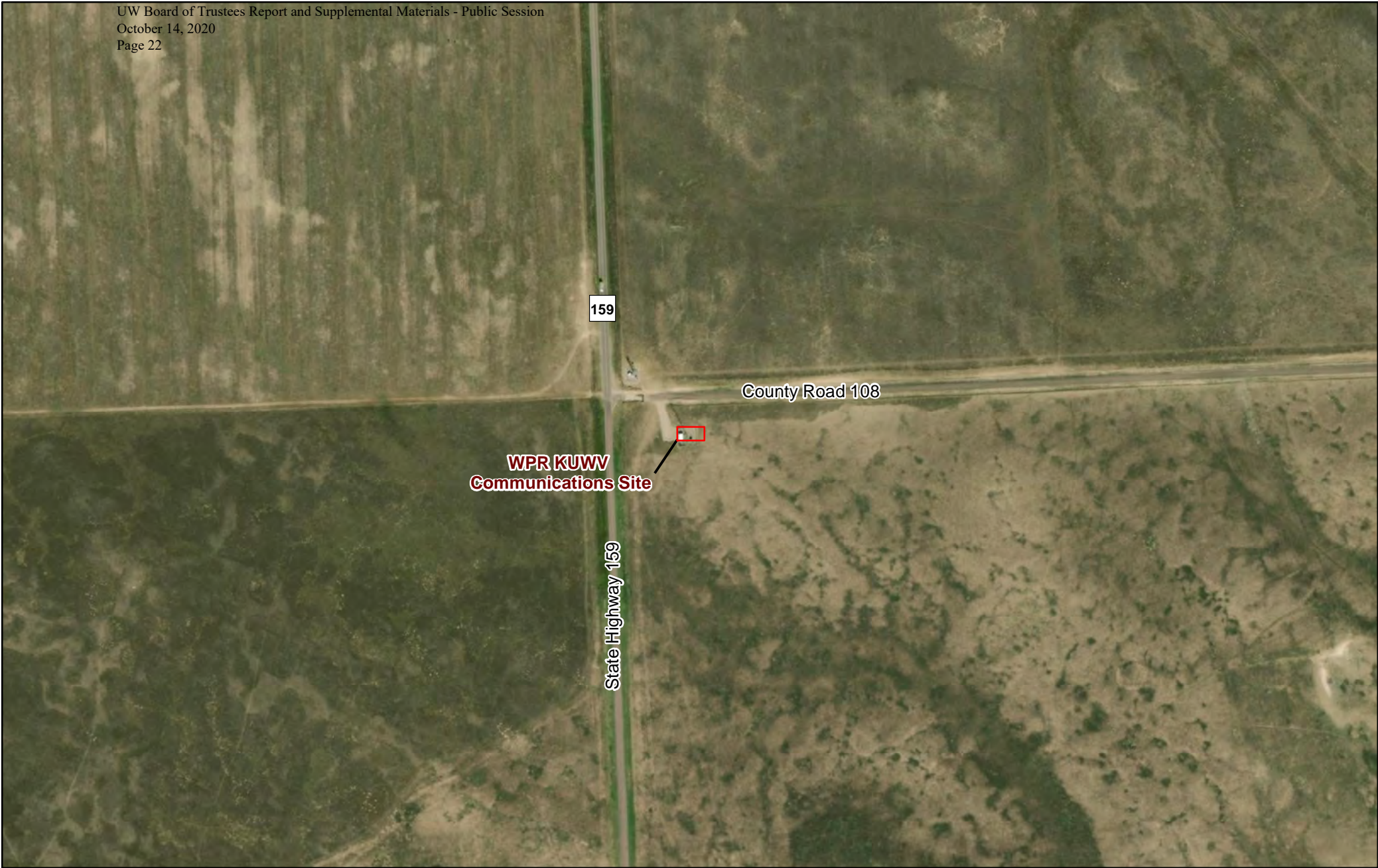
ACTION REQUIRED AT THIS BOARD MEETING:

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

PROPOSED MOTION:

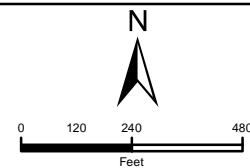
“I move to authorize Administration to execute the Lease Agreement with David Kelly as presented to the Board.”

PRESIDENT’S RECOMMENDATION:
The President recommends approval.



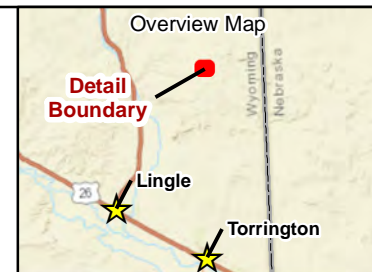
Site Lease Extension with David Kelly
KUWV Communications Site
Wyoming Public Radio
Goshen County, Wyoming

Disclaimer: This map is provided as a visual aid only and its accuracy is not guaranteed.
Any duplication of this document is not permitted without prior written consent.



Date: 7/21/2020

Prepared by:
Real Estate Operations



**LEASE AGREEMENT
BETWEEN
DAVID K. KELLY
AND
UNIVERSITY OF WYOMING**

This Agreement is made this **21st day of August 2020**, by and between David K. Kelly, whose address is 7652 Road 51, Torrington, WY, 82240 hereinafter designated LESSOR, and the University of Wyoming with its principal offices located at, Bureau of Mines Rm 127, 1000 E. University Avenue, Laramie, Wyoming, 82071, hereinafter designated LESSEE.

WHEREAS, LESSOR and LESSEE intend that this agreement shall supersede the Lease Agreement dated 11 August 2010 that expired 30 October 2015 and Addendum 1 effective 31 October 2015 that will expire 30 October 2020; and

WHEREAS, LESSEE has erected a 13,000-watt transmission tower and equipment enclosure on LESSOR's property to improve LESSEE's FM radio reception to Lusk, WY and the surrounding area; and

WHEREAS, LESSOR supports LESSEE's broadcast expansion efforts and recognizes the educational benefits to the community which it serves.

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

1. PREMISES.

- A. LESSOR is the owner of that certain real property located in the County of Goshen, State of Wyoming. The entirety of LESSOR's property is referred to hereinafter as the "Property." LESSOR hereby leases to LESSEE a portion of LESSOR's land consisting of approximately 43, 560 square feet of space or 1 acre located in the NW4NW4, Section 11, Township 27 North, Range 61 West of the 6th P.M., and more particularly described in and shown on Exhibit "A" attached hereto and made a part hereof.
- B. The tower, equipment enclosure, and equipment and all access and utility connections thereto are collectively referred to hereinafter as the "Premises."
- C. Lessor hereby grants to Lessee, subject to the subsequent provisions hereof, and at Lessee's sole risk, cost and expense, the right to install, operate, and maintain the tower, equipment enclosure, and equipment described on Exhibit "B" and shown on Exhibit "C".
- D. Upon completion of construction of the site and the installation of equipment by LESSEE final exhibits shall be provided to both parties and shall be attached to and become part of this agreement.
- E. LESSOR also grants to LESSEE, at LESSEE's expense the right to maintain, replace and repair the tower, equipment enclosure, equipment, wires, cables, conduits and pipes on the Premises to the nearest appropriate utilities provider.

2. ACCESS TO PREMISES.

- A. LESSEE shall have access to construct, replace, repair, add, or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE shall label equipment with sufficient contact information on the Premises.
- B. LESSOR hereby grants to LESSEE the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the installation and maintenance of the Premises.
- C. Only authorized engineers, employees, or properly authorized contractors, subcontractors, agents of LESSEE, agents of LESSOR, FCC inspectors, or persons under their direct supervision, are permitted to enter the Premises.

**LEASE AGREEMENT
BETWEEN
DAVID K. KELLY
AND
UNIVERSITY OF WYOMING**

- D. LESSEE shall permit LESSOR or its agents access to the Premises at any time for the purposes of making emergency repairs or to prevent continuation of damage to the Premises or Property.

3. TERM.

- A. Initial Term. This Agreement shall be for an initial term of five (5) years commencing 31 October 2020 (the "Commencement Date") and ending 30 October 2025. The annual lease payment of **Three Thousand and no/100 (\$3,000.00)** shall be due and payable within 30 days of the Commencement Date, and on the anniversary date thereafter for each remaining year of the five (5) year term without notice or demand. Payments shall be mailed to the LESSOR at the address provided in Section 25 of the agreement or at such other address as LESSOR may designate in writing.
- B. Renewal Term. LESSOR grants to LESSEE an option to extend this lease for one (1) additional five (5) year term. LESSEE may exercise this option by providing written notice to LESSOR at least ninety (90) days prior to expiration of the current five (5) year term. An Amendment to this lease shall be executed upon each five (5) year extension.

4. FUNDING. This lease is subject to available funding of the Lessee. Should the governmental source of funds fail to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Lessee may terminate the lease without cause and without liability. Rent shall be prorated to the date of termination and any unused portion of rent returned to Lessee within thirty (30) days following the date of termination.

5. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected, or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, or that LESSEE determines that the site is no longer technically compatible for its use, or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Parties shall have no further obligations, including the payment of money, to each other.

6. TERMINATION. LESSOR or LESSEE may terminate this lease by providing Ninety (90) days prior written notice of termination to the other Party.

7. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its tower, equipment and all personal property and restore the Premises to its original condition including the reclamation and reseedling of roadways and utility lines, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the tower, equipment enclosure, all of the equipment, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

8. ELECTRICAL.

- A. LESSEE shall pay all electrical charges for LESSEE's electrical consumption on the premises.
B. LESSEE shall be permitted to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source.

**LEASE AGREEMENT
BETWEEN
DAVID K. KELLY
AND
UNIVERSITY OF WYOMING**

C. LESSEE in consultation with LESSOR shall determine an appropriate location of temporary power source.

10. USE. LESSEE shall neither do nor permit anything to be done in or about the Premises, nor bring or keep anything therein, which will conflict with any law, statute, or ordinance or in any way adversely affect any hazard or other insurance upon the Buildings.

A. LESSEE shall use the Premises for the purpose of constructing, maintaining, and operating a transmission tower and building for educational purposes and uses incidental thereto.

B. LESSEE warrants and represents the transmission tower, equipment enclosure, and any and all other improvements, machinery, or equipment installed by LESSEE shall comply with all applicable federal, state, and local laws, codes and regulations.

C. LESSEE will maintain the Premises in good condition, reasonable wear and tear excepted.

D. LESSEE agrees that all personal property located on the Premises shall be kept at the sole risk of LESSEE and LESSOR shall not be responsible for any damage done to or loss of such personal property, except in the case of actual or willful negligence of the LESSOR or its employees and agents.

E. LESSEE shall be responsible for repair of all structural or physical damage resulting from improvements and the installation, operation or maintenance of LESSEE's personal property.

11. DAMAGE TO OR DESTRUCTION OF PREMISES.

A. LESSEE shall be responsible for all costs of maintenance and repair for damages to LESSOR's property caused by LESSEE, its agents, employees, or invitees. LESSEE shall promptly repair the damage under the direction of the LESSOR.

B. By curing damage, the life of the damaged component is neither renewed nor prolonged; it is simply restored to its condition prior to damage.

12. INDEMNIFICATION. The LESSOR shall release, indemnify and hold harmless the University of Wyoming and the State of Wyoming, their officers, agents, employees, successors and assignees from any cause of action or claims or demands directly or indirectly arising out of preexisting conditions, LESSOR's non-disclosure of known contamination, or LESSOR's performance or failure to perform under the terms and conditions of Lease.

13. INSURANCE. All parties to this Lease shall be responsible for any liability arising from their own conduct. LESSOR shall, at all times during the term hereof and at its expense, procure and maintain insurance coverage necessary to protect the property and its appurtenances. LESSEE shall procure and maintain all insurance it deems necessary for its protection. LESSEE understands that the risk of the loss of the personal property located on the demised premises owned by LESSEE, is solely the responsibility of LESSEE. LESSEE further acknowledges that in the event LESSEE wishes to insure said property against loss, that LESSEE shall have the sole responsibility of obtaining and paying for such insurance.

14. RIGHT OF FIRST REFUSAL. If LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property is a part, LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

**LEASE AGREEMENT
BETWEEN
DAVID K. KELLY
AND
UNIVERSITY OF WYOMING**

15. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE shall peaceably have, hold, and enjoy the Premises.

17. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions that prevent the use of the Premises by LESSEE as set forth above.

18. GOVERNMENTAL.

- A. Sovereign Immunity. The University of Wyoming does not waive sovereign and/or governmental immunity by entering into this Lease and retains all immunities and defenses available to it as sovereign pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-104(a) as may be amended from time to time, and all other local, state, and federal laws.
- B. 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.
- C. 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.
- D. Equal Employment Opportunity.
Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. If applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** If applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**LEASE AGREEMENT
BETWEEN
DAVID K. KELLY
AND
UNIVERSITY OF WYOMING**

19. ASSIGNMENT AND SUBLETTING. Either party shall not be permitted to sublet the Premises without the written consent of the other party. Any sublease that is entered into by either party shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs, and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:
David Kelly
7652 Road 51
Torrington, WY 82240
PH: 307.532.3113/ 307.532-8455
FX: 307.532.8482

LESSEE:
Real Estate Operations
Bureau of Mines, Room 127
1000 E. University Ave.
Laramie, WY 82071
PH: 307.766.2936/2937
EMAIL: REO@uwyo.edu

Unless otherwise stated in this Agreement, notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. In the event the Property is encumbered by a mortgage or other security interest, LESSOR, immediately after this Agreement is executed, will obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. DEFAULT. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the same within the time periods provided in this paragraph.

24. ENVIRONMENTAL. LESSEE shall strictly comply with all Environmental Laws. LESSEE shall not cause, or allow any guest, invitee, employee or agent of LESSEE to cause, any Hazardous Substances to be used, generated, stored, or disposed of on, under or about the Premises, except such as may be acquired, used or sold by LESSEE in its business in compliance with the Law, without the prior written consent of LESSOR, which consent may

**LEASE AGREEMENT
BETWEEN
DAVID K. KELLY
AND
UNIVERSITY OF WYOMING**

be withheld in the sole discretion of LESSOR, and which consent may be revoked at any time.

25. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental payments shall abate during the period of repair following such fire or other casualty.

26. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. Under the circumstances of a condemnation, LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning agency, body or entity for the entire Property which is attributable to the improvements, fixtures, betterments, antennas, equipment and all other things of LESSEE situated on the Property which cannot be removed, and including LESSEE's relocation costs, damages and losses. In addition, but not to the exclusion of the foregoing, LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Property for losses related to the improvements, fixtures, betterments, antennas, equipment, and all other things of LESSEE situated on the Property which cannot be removed, along with its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any notice of termination described herein shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

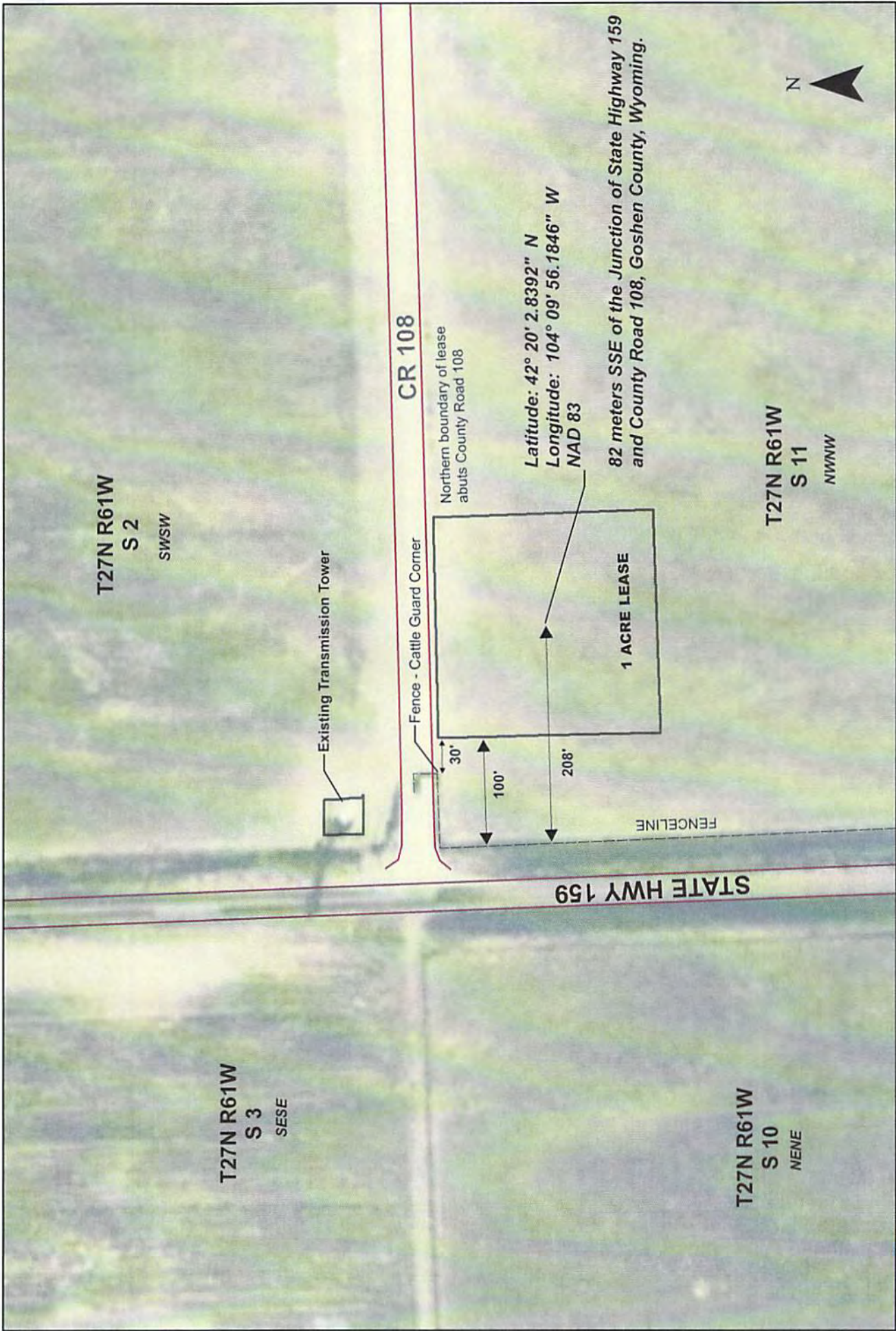
27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

28. MISCELLANEOUS. LESSOR and LESSEE agree that both parties have freely negotiated this lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this lease or any portion thereof.

29. ENTIRE AGREEMENT. This lease constitutes the entire agreement of the parties with respect to the leased premises to LESSEE and all prior agreements (oral or in writing) with respect to the leased premises are merged herein. This lease may not be modified, waived, or canceled except by written instrument subscribed by all of the parties hereto.

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EXHIBIT A



LOCATION:
 WYOMING PUBLIC RADIO
 NW4NW4, S 11, T27 N, R61 W
 GOSHEN COUNTY, WY

PREPARED BY
 REAL ESTATE OPERATIONS
 DEPT. 3314, 202C OLD MAIN
 1000 E. UNIVERSITY AVENUE
 LARAMIE, WY 82001
 307.766.2936/2937
 FAX: 307.766.4836
 WEB: WWW.UWYO.EDU/REAL ESTATE



This map is provided as a visual aid only and its accuracy is not guaranteed. Dimensions and areas shown on this drawing were generated using digital drafting software and do not reflect or include field survey data. Any duplication of this document is not permitted without prior written consent.

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 2-1 (Academic Personnel), Brown/Evans

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

On April 10, 2020, the UW Faculty Senate passed a bill to revise UW Regulation 2-1 (Academic Personnel) to create a “curator” category.

Per the routing process for UW Regulations, the proposed modifications were provided to the Cabinet, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor.

The Trustees Regulation Committee will discuss this item at the October 2020 Board of Trustees conference call 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 the Board approve modifications to UW Regulations.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval, modification, or disapproval of the recommended modifications to the Regulations.

PROPOSED MOTION:

“I move to authorize modifications to UW Regulation 2-1, as presented to the Board”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

1 **Faculty Senate Bill 346**

Introduced by
Faculty Senate Executive Committee

2
3
4
5
6 **A BILL TO REVISE UW REGULATION 2-1**
7 **“ACADEMIC PERSONNEL”**
8

9 **WHEREAS**, a “Curator” is a person who does not fit the current non-tenured faculty
10 designation at the University of Wyoming but can contribute to undergraduate and graduate
11 education through teaching students the skills, methods, and values of their profession; and
12

13 **WHEREAS**, the University of Wyoming and Faculty Senate Executive Committee deliberated
14 and voted to approve language creating the “Curator” category; therefore,
15

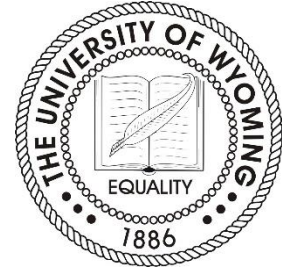
16 **BE IT ENACTED** by the Faculty Senate that UW Regulation 2-1 be amended as presented in
17 the attached addenda.

AUTHENTICATION: *The foregoing Faculty Senate Bill 346, duly adopted by the Faculty Senate of the University of Wyoming under date of April 6, 2020, is hereby transmitted to the President of the University of Wyoming for review in accordance with UW Regulations.*



Michael G. Barker
Secretary, Faculty Senate
Dated: April 10, 2020

UNIVERSITY OF WYOMING REGULATIONS



Subject: Academic Personnel

Number: UW Regulation 2-1

18 I. PURPOSE

19 To describe the designations and ranks applicable to members of the faculty and other
20 academic personnel, and to describe general provisions regarding academic personnel.

22 II. DEFINITIONS

23 **Academic Personnel:** Academic Personnel includes non-tenure track academic
24 personnel, academic personnel on a fixed term appointment (including extended term
25 academic professionals), tenure track faculty, and tenured faculty.

26 **Extended-Term Appointment:** The non-tenure track faculty six-year fixed term
27 appointment that will be sunset at the completion of current extended terms.

28
29 **Fixed-Term Appointment:** A non-tenure track faculty appointment for a fixed length of
30 time that is at least one academic or fiscal year in length.

31
32 **Fixed-Term Appointment with Rolling Contract:** Non-tenure track faculty contract
33 that may be three-years or five years in length and can be rolled annually for a continuing
34 three-year or five-year contract.

36 III. DESIGNATION

37 A. Membership of the University Faculty – General Provisions

38 The University Faculty shall consist of the University President, vice presidents
39 with academic appointments, deans and directors with academic appointments,
40 and members of the faculty who hold the standard professorial titles. Faculty
41 appointments may be Non-Tenure-Track, Tenure-Track or Tenured. All other
42 faculty appointments are by definition Non-Tenure-Track.

43
44 The basic organization and processes through and by which the University
45 Faculty may function are outlined in UW Regulation 2-300 (University Faculty).
46 All members of the University Faculty, in any of the categories described here
47 shall have those rights and responsibilities of faculty members governed by
48 University regulations.

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B. Tenure-Stream Faculty – Tenured and Tenure-Track

1. **Instructor** is a tenure-track appointment which is used for a person who was recruited to be an Assistant Professor on tenure-track, but who has not finished all requirements for the appropriate terminal degree prior to the start date of the appointment. Upon evidence of completion of the terminal degree, the appointment title will be changed to Assistant Professor. Appointments to this position shall be only for a limited term, not to exceed two years. Appointment at Instructor will not affect the length of the probationary period under Terms of Appointment.
2. **Assistant professors** shall normally hold the terminal qualification in their discipline (e.g., Ph.D., Ed.D., MFA, etc.), and shall have demonstrated ability, through appropriate experience, to perform the functions of the position they are to hold.
3. **Associate professors** shall normally hold the terminal qualification in their discipline (e.g., Ph.D., Ed.D., MFA, etc.), shall have established a reputation in scholarship, teaching, service, artistic creation, or other productive activity in the field in which they are to serve.
4. **Professors**, in addition to having the qualifications of associate professors, have demonstrated superior performance overall, being highly successful in the following areas where appropriate:
 - a. direction of graduate and undergraduate work and research,
 - b. scholarship or other creative work,
 - c. teaching,
 - d. extension,
 - e. service to the university as well as other communities and professional organizations, which may include administrative leadership.

C. Non-Tenure Track Faculty

Non-tenure track faculty appointments are intended to provide a means for securing and retaining faculty who bring to the University excellence in teaching, research or service.

Non-tenure track faculty may receive a Fixed-Term Appointment, with or without a Rolling Contract. Appointment as a Non-Tenure Track faculty does not entitle the individual to tenure and its privileges, and it is not intended to provide an alternative route to, or structure for, conventional tenure track positions. However, the University may, as needs arise, convert a non-tenure track position into a tenure track position. A Non-Tenure Track faculty member is not restricted from applying for any open tenure track position at the University.

93 **1. Archivist** shall be the title granted to persons who have a master's degree in
94 library science and/or information science from a program accredited by the
95 American Library Association (ALA), or a master's degree in history,
96 American studies, or related field, typically including at least four graduate
97 courses in archives administration, rare books curatorship, or special
98 collections librarianship, or an appropriate equivalent. Professional
99 experience may be required as an additional requirement or as a requirement
100 in lieu of formal academic degrees. Such appointments shall be at the rank
101 (Assistant Archivist, Associate Archivist, or Archivist) commensurate with
102 their experiences and qualifications.

103
104 ~~2.~~**2. Clinical Professor** shall be the title granted to persons who hold the terminal
105 qualification in their discipline (e.g., *Ph.D., Ed.D., MFA, etc.*), and shall have
106 demonstrated ability, through appropriate experience, to make significant
107 contributions to the area of teaching in health care related programs offered by
108 the University. Such appointments shall be at the rank (Assistant Clinical
109 Professor, Associate Clinical Professor, or Clinical Professor) commensurate
110 with their experiences and qualifications.
111

112 2.3.3. Curator is a title granted to persons who hold a master's degree or
113 equivalent experience in one of the following fields: museums studies, art
114 history, humanities, art education/education or others deemed appropriate by
115 the head of the museum or unit. Professional experience may be required as an
116 additional requirement or as a requirement in lieu of formal academic degrees.
117 Such appointments shall be at the rank (Assistant Curator, Associate Curator,
118 or Curator) commensurate with their experiences and qualifications.

119
120 **3.4. Executive Professor** shall be the title granted to persons who have had
121 distinguished careers at the executive level in business or government (such as
122 Chief Executive Officer, President, Chief Justice) and have made substantial
123 impact on fields and disciplines that are important to academic programs at
124 the University of Wyoming.

125
126 **4.5. Extension Educator** shall be the title granted to persons who have at
127 minimum a master's degree or equivalent experience in a field related to
128 agriculture, natural resources, youth development, community and economic
129 development, family and consumer sciences or others as deemed appropriate
130 by the Director of Extension. Extension educators shall have demonstrated
131 ability to provide community-based engagement with off-campus clientele,
132 especially through the application of research-supported educational
133 development, leadership development, and collaboration. Such appointment
134 shall be at the rank (Assistant Extension Educator, Associate Extension
135 Educator, or Senior Extension Educator) commensurate with their experiences
136 and qualifications.
137

138 **5.6. Faculty Development Professional** shall be the title granted to persons who
139 have at minimum a master’s degree, and shall have demonstrated ability,
140 through appropriate experience, in faculty development. Primary
141 responsibilities include coaching faculty on effective classroom teaching and
142 developing faculty, graduate teaching assistants, and postdoctoral associates in
143 evaluating and refining teaching skills and practices. Responsibilities may
144 also include promoting conversations about and developing workshops on
145 teaching and learning, providing leadership, and directing programs that
146 support the academic mission. Such appointments shall be at the rank
147 (Assistant Faculty Development Professional, Associate Faculty Development
148 Professional, or Senior Faculty Development Professional) commensurate
149 with their experiences and qualifications.
150

151 **6.7. Instructional Professor** shall be the title granted to persons who hold the
152 terminal qualification in their discipline (e.g., Ph.D., Ed.D., MFA, etc.), and
153 shall have demonstrated ability, through appropriate experience, to make
154 significant contributions to the area of teaching, including mentoring of
155 undergraduate students in scholarly and creative activities, as well as
156 contributions to areas of academic service. Such appointments shall be at the
157 rank (Assistant Instructional Professor, Associate Instructional Professor, or
158 Instructional Professor) commensurate with their experiences and
159 qualifications.
160

161 **7.8. Lecturer** shall be the title granted to persons who have at minimum a
162 master’s degree and shall have demonstrated ability, through appropriate
163 teaching experience, to make contributions to the University’s teaching
164 mission. Such appointments shall be at the rank (Assistant Lecturer,
165 Associate Lecturer, or Senior Lecturer) commensurate with their experiences
166 and qualifications.
167

168 **8.9. Librarian** shall be the title granted to persons who have the appropriate
169 terminal professional degree: a master's degree in library and/or information
170 science from a program accredited by the American Library Association
171 (ALA), or an appropriate equivalent. Such appointments shall be at the rank
172 (Assistant Librarian, Associate Librarian, or Librarian) commensurate with
173 their experiences and qualifications.
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175 **9.10. Professor of Practice** shall be the title granted to persons who have had
176 distinguished professional careers and have made a significant positive impact
177 on fields and disciplines that are important to academic programs at the
178 University of Wyoming. The primary function is intended to be instructional;
179 however, duties and responsibilities may also include some research; service,
180 including administration; and advising. Such appointments shall be at the
181 rank (Assistant Professor of Practice, Associate Professor of Practice, or
182 Professor of Practice) commensurate with their experiences and qualifications.
183

184 **10.11. Research Professor** shall be the title granted to persons who have
185 demonstrated superior capacity for research contributions and whose
186 employment is supported primarily from external research funding; in
187 addition, these individuals must hold the terminal qualification in their
188 discipline (e.g., Ph.D., Ed.D., MFA, etc.). Such appointment shall be at the
189 rank (Assistant Research Professor, Associate Research Professor, or
190 Research Professor) commensurate with their experiences and qualifications.
191

192 **12. Research Scientist** shall be a title granted to persons who have at minimum a
193 master's degree and shall have demonstrated ability, through appropriate
194 research experiences, to conduct and support research. Such appointments
195 shall be at the rank (Assistant Research Scientist, Associate Research
196 Scientist, or Senior Research Scientist) commensurate with their experiences
197 and qualifications.
198

199 **Adjunct, In-Residence and Visiting Faculty**

200
201 **1. Adjunct faculty.** Adjunct faculty may include Academic Personnel in other
202 University departments or colleges as well as those employed outside the
203 institution. Each letter of appointment shall set forth the terms and conditions
204 under which services to the University are to be performed by the appointee.
205 Adjunct faculty hold courtesy appointments and receive no financial
206 remuneration. Adjunct appointments will be made by the Provost and Vice
207 President of Academic Affairs for a period of not more than three years;
208 however, an individual may be reappointed. Adjunct appointments may be
209 made when deemed appropriate to make available to the University, on a
210 limited or part-time basis, the services of persons who have attained
211 recognition in their professional fields of scholarship, creativity, or other
212 distinguished accomplishments relevant to University programs.
213

214 **2. In-Residence faculty.** An in-residence faculty appointment allows for
215 flexibility when there is a desire to provide for the presence of a distinguished
216 and prominent individual at the university. The positions given in-residence
217 designation include, but are not limited to, writer, artist, diplomat, poet, and
218 scholar. In-residence faculty members who are reappointed may be awarded
219 the rank of senior writer in-residence, senior poet in-residence, or other
220 appropriate designation, following the unit's criteria for the term faculty rank
221 of senior lecturer. An in-residence appointment may be made on a full-time
222 (1.0 FTE) or less than part-time (<0.5 FTE) basis.
223

224 **D. Visiting faculty.** Visiting faculty are typically faculty members from other
225 institutions who possess special expertise in areas that address specific short-term
226 University instructional needs. Such appointments may be with professorial rank
227 and are not normally for more than one year in duration. In only rare cases will a
228 visiting faculty member be reappointed to another term. Any reappointment is
229 subject to satisfactory performance evaluation, available funding and needs of the

230 University.

231

232 **E. Emeritus Faculty**

233 The Emeritus Faculty is comprised of retired members of the faculty who have
234 been appointed to the emeritus status subsequent to their retirement. Emeritus
235 faculty members may be called upon to serve the University in various capacities,
236 and may be accorded various rights and benefits of the university. Emeritus status
237 may be awarded to Academic Personnel who retire after long and distinguished
238 service to the University.

239 **F. Other Academic Personnel**

240 **Postdoctoral Associate** shall be the title granted to persons who have earned a
241 doctoral degree, and who seeks intensive advanced work in a particular discipline
242 before seeking permanent employment. Postdoctoral associates typically work
243 with a small set of faculty mentors who are responsible for directing the
244 employee's research and training. Postdoctoral Associates are temporary, at-will
245 appointments.

246 The general qualifications for faculty designation defined above may be waived or
247 modified at the discretion of the President and the Trustees.

248 **IV. TERMS OF APPOINTMENT**

249 Faculty members shall be appointed by the President of the University; however, tenure,
250 five-year fixed term, and promotion shall be granted only with approval by the Board of
251 Trustees. Recommendations for such appointments shall be initiated by the head of the
252 unit in which the appointment occurs, after full consultation with members of the unit.
253 The recommendations shall then be forwarded through the appropriate academic
254 officers, who shall add their recommendations to the President of the University. Faculty
255 appointments will be reported to the Trustees annually.

256 No appointment shall be binding upon the University unless accepted in writing by the
257 faculty member within the time specified for response. Duties and workload
258 distributions shall be outlined in a faculty member's job description, which shall be
259 reviewed annually and signed by faculty member and direct supervisor before the
260 academic year commences. Allocation of effort included in a job description may be
261 revised during the term of employment. Appointments shall be for a specified period at
262 the appropriate rank as described in this regulation to be classified as follows:

263

264 **A. Tenure-Track Appointments**

265 Probationary appointments of tenure-track faculty filling a budgeted vacancy will
266 be for one academic year; individuals so appointed will be considered for
267 reappointment annually for the term of a six-year probationary period. Credit for
268 prior experience that reduces the six-year probationary period must be specified
269 in the letter of offer and approved by the Provost and Vice President for
270 Academic Affairs.

271 If one is reappointed at the termination of the full probationary period, she/he will
272 be granted tenure. In rare circumstances, tenure and tenure-track appointments
273 may be less than full-time positions.

274 **B. Fixed-Term Track Appointments**

275 Probationary appointments for positions filling a budgeted vacancy will normally
276 be for one academic year; individuals so appointed to positions that are eligible
277 for a rolling contract but have not yet completed requirements for achieving the
278 rolling contract will be considered for reappointment annually for the term of a
279 three-year probationary period. Faculty will be eligible for a fixed-term rolling
280 contract appointment after successfully serving a probationary period of three
281 consecutive years. The probationary period review shall be waived for Academic
282 Personnel previously appointed to an extended-term.

283 The probationary period for Academic Personnel previously hired on an
284 extended-term track appointment will be converted to a fixed-term review
285 schedule and credit for the completed probationary period will be applied. The
286 review for a fixed-term with rolling contract will be conducted in accordance with
287 University Regulations and Standard Administrative Policies and Procedures.

288 If an individual is reappointed at the termination of the full probationary period,
289 that individual be granted a fixed-term with rolling contract. Full-time faculty
290 members appointed to a three-year rolling contract have a three-year term of
291 employment, which is eligible to be renewed annually. Upon promotion to the
292 highest rank associated with their faculty title, a non-tenure track faculty member
293 is eligible for a rolling five-year contract. A rolling five-year contract must be
294 recommended by the President of the University and approved by the Board of
295 Trustees.

296 **C. Fixed-Term Appointments**

297 Appointments for positions filling a budgeted vacancy will be for a minimum of
298 one academic year but no more than three academic years for appointments not
299 on rolling contracts; individuals so appointed may be considered for renewal at
300 the end of the term.

301 **Extended-Term Appointments**

302 Current Academic Personnel with Extended-Term Appointments shall retain their
303 designation for the duration of their current extended term. At the completion of
304 the Extended-Term reappointment to a Fixed-Term shall be made in accordance
305 with University Regulations and Standard Administrative Policies and

306 Procedures. Unless a change in designation is approved at the time a fixed-term is
307 granted, the current designation of Academic Professional shall be removed and
308 the current title and rank will be retained.

309 **D. Courtesy Appointments**

310 A courtesy appointment is an unpaid appointment in which the faculty member
311 often makes a substantial contribution to a University department or departments
312 other than their own, but in ways less formal than would justify a joint
313 appointment as defined by a shared salary appointment. Courtesy appointments
314 may be made across departments and schools and can foster interdisciplinary
315 teaching, scholarship, innovation and creative endeavors. It is permissible for a
316 faculty member to hold more than one courtesy appointment.

317 **E. Joint Appointments**

318 In a joint appointment, the faculty member has responsibilities to more than one
319 academic unit or college. In making joint appointments, a primary academic unit
320 home where a faculty member's appointment is held must first be established.
321 The home academic unit will have primary responsibility over matters affecting
322 advancement in rank and fixed-term or tenure status. The home academic unit's
323 policies and procedures shall prevail related to matters not covered in this policy.

324
325 The units or colleges contributing to a joint faculty member's position must
326 decide, in writing, workload responsibilities, as well as budget allocations for
327 each unit. Specific duties of the faculty member in all units will be determined in
328 writing by the administrators involved with the joint appointment. The duties
329 should reflect the faculty member's area of expertise and may include advising,
330 teaching, service/committee work, research, and/or administrative duties as
331 applicable.

332
333 Faculty members with joint appointments should hold the same rank for each of
334 the units with which the person is affiliated.

335
336 **F. SER Faculty Appointments**

337 Faculty members in the School of Energy Resources (SER) hold appointments in
338 energy resources and are assigned to mainstream academic units as their tenure,
339 fixed-term and promotion home. An SER Faculty Appointment is not considered
340 a Joint Appointment as defined above.

341
342 **G. Part-Time Faculty Appointments**

343 The appointment of part-time (<0.5 FTE) faculty members during the academic
344 year and for Summer Session or Winter Session (J-Term) will be made by the
345 President of the University upon the recommendation of the appropriate
346 academic officers.

347
348 **H. Temporary Appointments**

349 Temporary appointments with faculty rank may be made to address specific
350 instructional or research needs. Such appointments shall not be for more than one
351 year in duration; however, temporary faculty may be reappointed annually
352 subject to a satisfactory performance evaluation.

353 **V. REAPPOINTMENT, FIXED-TERM, TENURE AND PROMOTION**

354 Procedures concerning the review and reappointment of probationary faculty, as well as
355 tenure, Fixed-Term Appointment and promotion of all faculty, are specified in UW
356 Regulation 2-7.

357
358 **VI. EMERITUS DESIGNATION AND BENEFITS**

359 The Provost and Vice President of Academic Affairs, upon recommendation from the
360 unit, shall nominate emeritus designation upon Academic Personnel who retire after long
361 and meritorious service to the University. At the time of retirement, the individual must
362 be a tenured Professor or tenured Associate Professor. The Provost and Vice President of
363 Academic Affairs may, upon recommendation from the unit, nominate emeritus
364 designation upon non-tenure track faculty and at-will administrators who have served in
365 academic units and have demonstrated meritorious service to the academic mission of the
366 University. Emeritus status shall be granted by the Board of Trustees upon
367 recommendation by the President of the University.

368
369 Retiring Academic Personnel who receive emeritus status under this regulation shall, at a
370 minimum depending on status of Board Retirement benefits, be eligible for the following
371 benefits:

- 372 **A.** Access to recreation facilities with charge at UW employee rate.
- 373 **B.** A campus parking permit with charge.
- 374 **C.** Season tickets to athletic events at the same discount provided to benefited
375 personnel.
- 376 **D.** UW library privileges, including all electronic files available to UW personnel.
- 377 **E.** Computer account on the UWYO domain, without charge.
- 378 **F.** Office space, provided (a) space is available, (b) there is legitimate regular use,
379 and (c) the appropriate department head and dean agree.

380
381 **VII. VACATION AND LEAVE FOR FACULTY, ACADEMIC PROFESSIONALS,
382 AND UNIVERSITY OFFICERS**

383 Vacation and leave will be addressed in the Employee Handbook.

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 6-1 (Design, Construction, and Naming of Buildings), Brown/Evans

SESSION TYPE:

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

[Committee of the Whole – Items for Approval]

Attachments are provided with the narrative.

APPLIES TO STRATEGIC PLAN:

- Yes (select below):
 - Driving Excellence
 - Inspiring Students
 - Impacting Communities
 - High-Performing University
- No [Regular Business]

EXECUTIVE SUMMARY:

Attached is UW Regulation 6-1 (Design, Construction, and Naming of Buildings) with modifications to address two legislative changes:

- 1) Updated language to incorporate the new bond language from W.S. 16-6-112 (effective July 1, 2020)
- 2) Updated language to add general language that securing of services will comply with all relevant statutes to meet HB0051 (effective October 1, 2020)

Per the routing process for UW Regulations, the proposed modifications were provided to the Cabinet, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor.

The Trustees Regulation Committee will discuss this item at the October 2020 Board of Trustees conference call 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 the Board approve modifications to UW Regulations.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval, modification, or disapproval of the recommended modifications to the Regulations.

PROPOSED MOTION:

“I move to authorize modifications to UW Regulation 6-1, as presented to the Board”

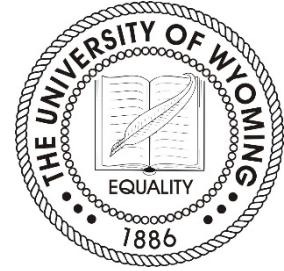
PRESIDENT’S RECOMMENDATION:

The President recommends approval.

Draft 10-7-20

UNIVERSITY OF WYOMING REGULATIONS

Subject: Design, Construction, and Naming of Buildings
Number: UW Regulation 6-1



I. PURPOSE

To establish the guidelines for approval of design, construction, and naming of University buildings.

II. POLICY

The selection and employment of architects for the design of all buildings of the University, the adoption of plans, specifications, and details for the construction of such buildings, and the receiving of bids and awarding of contracts for design and construction of buildings shall be a function of the Board of Trustees upon recommendation of the Vice President for Finance and Administration or designee consistent with all applicable statutory requirements. Through the Vice President for Finance and Administration or designee, the Trustees shall maintain general supervision over the construction and equipping of all University buildings.

Names of buildings shall be selected by the Trustees. No building shall be named after any person actively connected with the University at the time. See UW Regulation 12-2 (Naming of University Facilities, Programmatic Units, and Funded Academic Honors).

III. CHANGE ORDERS

The Vice President for Finance and Administration or designee is authorized to approve change orders for non-capital construction or major maintenance projects up to \$50,000. However, in no event shall the cumulative total of all changes orders for each non-capital construction or major maintenance project result in an amount that exceeds \$75,000 without Board of Trustees approval.

Approval of Change Orders for capital construction projects shall comply with UW Regulation 6-9 (Project Development Policy and Procedure for UW Capital Construction Projects). All change orders will be reported to the Trustees.

IV. PERFORMANCE AND PAYMENT BONDS

A. A faithful performance bond and a labor and materials bond, or other form of guarantee

Draft 10-7-20

in accordance with requirements set forth below, shall be required for the construction, major maintenance or renovation to any University building or structure or for any public work or improvement as defined in W.S. 16-6-101 when the contract price exceeds \$7,500. The bond or other form of guarantee shall be provided by the Contractor to the University after award of the contract but prior to any work commencing under the contract (W.S. 16-6-112). All bonds shall meet all Wyoming statutory requirements, be filed with the contracting department of the University, and be approved by the Office of Risk Management or designee.

B. Bonds shall be set in the following amounts:

- ~~1. For projects where the contract price exceeds \$150,000, including all amendments and change orders, ~~t~~For all new construction, the contractor shall submit a performance bond and a payment (labor and material) ~~labor and material (payment)~~ bond equal to 100% of the contract amount, ~~including as amended by change order, and a labor and material (payment) bond equal to at least 50% of the contract amount, including as amended by change order.~~ The amount of the performance bond, on a case by case basis, may be approved in an amount less than 100% of the contract amount if authorized by the Vice President for Finance and Administration, but in no case may the amount fall below 50% of the contract amount.~~
- ~~2. For any other construction-related work or other work falling under W.S. 16-6-112, the Vice President for Finance and Administration may set the amount of the performance and payment bonds sufficient to protect the University's interests but in no event in an amount less than 50% of the contract amount, including any changes to the contract amount as amended by change order.~~
- ~~3.2. For projects between \$7,500 and \$150,000, the University may accept other forms of guarantee other than a bond, upon approval by the Vice President for Finance and Administration and when determined to be in the University's best interests. Accepted forms of guarantee may include, but are not limited to: a check, agreed upon partial or delayed payments by University, or additional retainage to be held by the University. Other forms of guarantee must also meet all Wyoming statutory requirements and be filed and approved by the University.~~

C. The University may also require performance bonds in other types of contracts, such as material and services contracts, in order to protect the University's interests. The amount for the performance bond shall be determined by the contracting department and approved by the Manager of Procurement and Payment Services in consultation with the Office of General Counsel.

V. ENERGY MANAGEMENT

Draft 10-7-20

The University shall ensure that it adheres to energy conservation and management through its design standards.

Responsible Division/Unit: Division of Administration

Source: None

Links: <http://www.uwyo.edu/regs-policies>

Associated Regulations, Policies, and Forms: UW Regulation 12-2 (Naming of University Facilities, Programmatic Units, and Funded Academic Honors)

History:

Trustee Regulation X. Physical Plant; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 9/12/2014 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 2-1, now UW Regulation 6-1
Revisions adopted 9/14/2018 Board of Trustees meeting

UW Regulation 1-102(I)(B) adopted Minutes of the Trustees, September 14-16, 2006
Revisions adopted 7/16/2015 Minutes of the Trustees
Revisions adopted 9/10/2015 Minutes of the Trustees
Revisions adopted 1/21/2016 Minutes of the Trustees
Revisions adopted and moved to UW Regulation 6-1 on 9/14/2018 Board of Trustees meeting

UW Regulation 1-102(I)(N), Attachment D adopted Minutes of the Trustees, July 17, 2014
Revisions adopted and moved to UW Regulation 6-1 on 9/14/2018 Board of Trustees meeting

University Regulation 32; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 9/12/2014 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 2-32, now UW Regulation 6-2