

THE UNIVERSITY OF WYOMING

BOARD OF TRUSTEES' REPORT
AND SUPPLEMENTAL MATERIALS

March 24-26, 2021

**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
March 24-26, 2021

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

Recognition/Presentation: Wyoming Planning Association “2020 Planning Project of the Year” awarded to the Pilot Hill Land Use Plan – Sarah Mathews/Marilyn Kite

Recognition: RSO, Keepers of the Fire – Chestnut6

Update: COVID-19 – Ed Seidel [*verbal update*]

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Update: Strategic Scenario Planning – Anne Alexander [*verbal update*]

Discussion: UW Campus Housing – McKinley/Bill Mai/Matt Newman

Trustee Committee Reports

Academic and Student Affairs Committee; Michelle Sullivan (Chair)

Biennium Budget Committee; John McKinley (Chair)/Jewell

Facilities Contracting Committee; John McKinley (Chair)

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Fiscal and Legal Affairs Committee; Macey Moore (Chair)

Honorary Degrees and Awards Committee; Michelle Sullivan (Chair) [*if necessary*]

Legislative Relations Committee; Kermit Brown (Chair)

Research and Economic Development Committee; David Fall (Chair)

Vice President and Dean Search Committee; Laura Schmid-Pizzato (Chair)

UW Regulation Review Committee (ad hoc committee); Kermit Brown (Chair)

- Consideration and Action: Modifications to UW Regulations – Evans
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Business Meeting

Approval of Board of Trustees Meeting Minutes (*Public Session & Executive Session*)

- February 17, 2021, UW Board of Trustees Conference Call Meeting
- March 3, 2021, UW Board of Trustees “Special Meeting”
- March 10, 2021, UW Board of Trustee “Special Meeting”

Recognition of Outgoing Trustees Mel Baldwin and Dick Scarlett – Marsh

Introduction of New Trustees Elizabeth Greenwood and Carol Linton – Marsh

Introduction: Provost and Sr. Vice President for Academic Affairs Kevin Carman - Seidel

Annual Election of Officers [Effective May 1] – Marsh

Amendments to Trustees Bylaws [*if necessary*] – Marsh

Reports

ASUW

Staff Senate

Faculty Senate

Public Testimony [*Scheduled for Thursday, March 25, 11:15 – 11:30 a.m.*]

Committee of the Whole

Regular Business

Board Committee Reports [*Scheduled for Thursday, March 25, 1:30 p.m.*]

Trustee Committees and Board Liaisons

[Note: Committees of the Board will provide reports during the regular work sessions and will not have a formal report to provide during the Business Meeting. Liaisons will provide a written report prior to the regular March 25, 2021, Business Meeting.]

Proposed Items for Action:

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Information Only Items: *[no action, discussion or work session]*

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- Foundation Monthly Giving Report – Blalock

New Business

Date of Next Meeting: April 14, 2021 (conference call)

Adjourn Meeting

AGENDA ITEM TITLE: Recognition: Keepers of the Fire, Ryan O'Neil

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Student Organizations have remained active and engaged, even through periods of remote learning and campus closures. Keepers of the Fire is a student organizations committed to keeping the Native American culture alive and strong at UW. During the fall semester, members of Keepers of the Fire participated in a week of activities coordinated by the Native American Education, Research and Cultural Center (NAERCC) in celebration of Native American Heritage Month. In this video they share their thoughts on the experience as well as the impact of Keepers of the Fire and the NAERCC on their time at UW.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

Information only

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

**AGENDA ITEM TITLE: Update: COVID 19 - Campus Mental Health and Wellness –
Anne Alexander/Ryan O’Neil/Nycole Courtney**

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Students, faculty, and staff have faced multiple, compounding mental stressors in the past year as the pandemic shifted study, work, and daily engagement to online and socially distanced formats. This environment has increased stress and anxiety among the UW population as well as causing a decline in the health and wellness – mental, emotional and physical – of our community. The Board will hear a short presentation on UW’s efforts in the past year, this semester, and going forward to address mental health and wellness among our students, faculty, and staff.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

The COVID pandemic has significantly impacted the mental wellbeing of both our students and our workforce. This update is to inform the BOT on that topic.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT’S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Financing/Bond Resolution, Theobald, Jewell

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:

It is anticipated that the State legislature pursuant to certain legislation ordered in 2021 (the “2021 Project Act”) will authorize the University of Wyoming Board of Trustees (the “Issuer” or the “Board”) to acquire certain projects, including the acquisition of Bison Run Village apartments.

Additionally, Wyoming Statute 27-17-437 authorizes the University Of Wyoming Board Of Trustees to refund any bonds of the board or university payable from any pledged revenues by the adoption of a resolution or resolutions by the board. In other words, specific legislative authorization is not required to refund existing bonds under certain circumstances.

W.S. 27-17-437 (a):

21-17-437 Refunding and refunding bonds; authority to refund bonds; limitation on refunding; exchange or surrender of bonds held by state for purpose of refunding.

a) Any bonds of the board or university payable from any pledged revenues may be refunded by the adoption of a resolution or resolutions by the board and by any trust indenture or other proceedings appertaining thereto, authorizing the issuance of bonds:

(i) To refund, pay, and discharge all or any part of the

outstanding bonds of any one (1) or more or all outstanding issues, including any interest thereon in arrears, or about to become due for any period not exceeding three (3) years from the date of the refunding bonds;

(ii) For the purpose of reducing interest costs or effecting other economies;

(iii) For the purpose of modifying or eliminating restrictive contractual limitations appertaining to the issuance of additional bonds, otherwise concerning the outstanding bonds, or to any facilities appertaining thereto; or

(iv) For any combination thereof.

University administration is recommending issuance of Facilities Revenue and Refunding Revenue Bonds Series 2021 in one or more series and or designations (the “Series 2021 Bonds”) for the purpose of providing monies a) to refund all or a portion of certain of the Board’s Outstanding Parity Bonds as defined in the Resolution and as determined by the Pricing Committee; (b) the acquisition and purchase of the Bison Village apartment complex and related facilities and (c) to pay certain expenses in connection with the issuance of the Series 2021 Bonds. Terms used but not defined herein shall have the meaning set forth in the Resolution.

Facilities Revenue and Refunding Revenue Bonds Series 2021

The Board is asked to approve the issuance of up to \$83 million in revenue bonds, designated as described in the Resolution. The debt is anticipated to be structured to consist of tax-exempt revenue bonds. The Series 2021 Bonds shall mature no later than June 1, 2044 and shall bear interest at a rate or rates resulting in a true interest cost of not to exceed 4.000%. Furthermore any Outstanding Parity Bonds refunded with proceeds of the Series 2021 Bonds must result in a minimum aggregate net present value savings of 3.000% as calculated by the Financial Advisor. The Resolution authorizes and designates the Pricing Committee to pursue a competitive or negotiated sale by means of a public offering, limited public offering or pursuant to a private or direct placement pursuant to the terms of a bond purchase agreement or a notice of sale. Interest rates are at or near historic lows.

The Resolution will be presented to the Trustees for review and approval and includes the delegation and designation of a Pricing Committee. Such Pricing Committee will have the authority to implement the directives contained in the Resolution related to the issuance of the Series 2021 Bonds within the parameters set forth therein. Such designated powers set forth in the Resolution include but are not limited to: the finalization, execution and delivery of the Authorized Documents; the execution of such documents and certificates as may be reasonably required, relating, among other matters, to: the respective series and designation of Series 2021 Bonds; the execution of the Series 2021 Bonds; if the respective series of Series 2021 Bonds are issued as tax-exempt obligations, the exclusion of interest on the Series 2021 Bonds from gross income for purposes of federal and state income taxation; the application, negotiation and finalization of a rating, if any, and delivery by a nationally recognized rating agency; the delivery of the Series 2021 Bonds and the receipt of the purchase price.

Representatives from the University’s bond counsel, Kutak Rock LLP and financial advisors, PFM Financial Advisors LLC, will be available to respond to any questions regarding the bond issue, bond documents, the delegation authority and process for pricing and marketing the bonds.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

The Board’s approval to issue bonds is required by state law (University Securities Law W.S. 21-17-402 through 21-17-450) and Board policy. Prior to the closing of the bond transaction, officers of the Board will be asked to sign legally required bond documents.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval of an amount not to exceed \$83,000,000 of The Trustees of the University of Wyoming Facilities Revenue and Refunding Revenue Bonds Series 2021 in one or more series. In addition, as required by law, officers of the Board, the Pricing Committee and/or the Issuer Representative will sign the appropriate bond documents at such time as determined by the Board.

PROPOSED MOTION:

I move to authorize administration to approve and adopt:

“A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$83,000,000 OF THE TRUSTEES OF THE UNIVERSITY OF WYOMING, FACILITIES REVENUE AND REFUNDING REVENUE BONDS, SERIES 2021, IN ONE OR MORE SERIES FOR THE PURPOSE OF THE ACQUISITION OF CERTAIN PROPERTY AND FACILITIES DESCRIBED HEREIN AND FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE BONDS SELECTED BY THE PRICING COMMITTEE AND/OR THE ISSUER REPRESENTATIVE, PURSUANT TO W.S. 21-17-402 THROUGH 21-17-450, PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH SERIES 2021 BONDS AND THE APPLICATION OF THE PROCEEDS THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval of the not to exceed \$83,000,000 of The Trustees of the University of Wyoming Facilities Revenue and Refunding Revenue Bonds Series 2021 in one or more series as described in the item above.

**CERTIFIED RECORD
OF
PROCEEDINGS OF
THE TRUSTEES OF THE UNIVERSITY OF WYOMING**

Relating to a resolution authorizing the issuance of:

**AN AMOUNT NOT TO EXCEED \$83,000,000
THE TRUSTEES OF THE UNIVERSITY OF WYOMING
FACILITIES REVENUE AND REFUNDING REVENUE BONDS
SERIES 2021**

Dated as of March 1, 2021

This cover page and the following table of contents are not a part of the following resolution and are included solely for the convenience of the reader.

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EXHIBIT A	FORM OF SERIES 2021 BONDS	
EXHIBIT B	UNIVERSITY’S STANDARD ADDENDA	

STATE OF WYOMING)
)
COUNTY OF ALBANY)
)
UNIVERSITY OF WYOMING)

The Trustees of the University of Wyoming (the “Trustees”) met in lawful and regular session, in full conformity with law and the ByLaws of the Trustees, at ____ [a.m./p.m.], on March __, 2021. Upon roll call, the following were found to be present, constituting a majority of the Trustees and thus a quorum:

- President:
- Vice-President:
- Secretary:
- Treasurer:

- Members:

Thereupon the following proceedings, among others, were had and taken.

Trustee _____ introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$83,000,000 OF THE TRUSTEES OF THE UNIVERSITY OF WYOMING, FACILITIES REVENUE AND REFUNDING REVENUE BONDS, SERIES 2021, IN ONE OR MORE SERIES FOR THE PURPOSE OF THE ACQUISITION OF CERTAIN PROPERTY AND FACILITIES DESCRIBED HEREIN AND FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE BONDS SELECTED BY THE PRICING COMMITTEE AND/OR THE ISSUER REPRESENTATIVE, PURSUANT TO W.S. 21-17-402 THROUGH 21-17-450, PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH SERIES 2021 BONDS AND THE APPLICATION OF THE PROCEEDS THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the University of Wyoming is the legal name of the state university (the “University”) located in the City of Laramie in the County of Albany and the State of Wyoming (the “State”), and existing under the Constitution and laws of the State; and

WHEREAS, the Trustees of the University (the “Issuer”) control and manage the affairs of the University and the funds, lands and other property of the same under such regulations as may be provided by law, is the governing body of the University, and constitutes a body corporate and politic of the State by the name of “The Trustees of the University of Wyoming” under the Constitution and laws of the State; and the Issuer is empowered by virtue of its establishment thereunder, especially Article 7, Section 17 of the State Constitution, and Articles 1, 2, 3 and 4, Chapter 17, Title 21, of the Wyoming Statutes (W.S.), otherwise to have general control and supervision of the University and the power to do all things incidental thereto; and

WHEREAS, the University is a duly organized and validly existing institution of higher learning under the Constitution and laws of the State, being governed by the Issuer constituting a body corporate and politic under the Constitution and laws of the State; and

WHEREAS, it is anticipated that the State legislature pursuant to certain legislation (the “2021 Project Act”) will authorize the Issuer to acquire certain projects, including the acquisition of Bison Run Village apartments (the “Series 2021 Improvement Project”); and

WHEREAS, W.S. 21-17-437 – W.S. 21-17-444 (the “Refunding Act”), authorizes the Issuer to refund all or a portion of their outstanding Bonds as determined by the Pricing Committee (the “Refunded Bonds”) (the “Series 2021 Refunding Project” and together with the Series 2021 Improvement Project, the “Series 2021 Project”); and

WHEREAS, W.S. 21-17-402 through 21-17-450, known and cited as the “University Securities Law” (the “University Securities Law”), authorizes the financing of the Series 2021 Project by the issuance of bonds of the Issuer; and

WHEREAS, the University is desirous of securing supplemental coverage of the principal of and interest on the Series 2021 Bonds under the provisions of the University Revenue Bond Supplemental Coverage Program, dated as of November 1, 2011 (the “Supplemental Coverage Program”), as authorized under W.S. 9-4-1003, as amended from time to time, the University Revenue Bond Supplemental Coverage Program Agreement (the “Supplemental Coverage Program Agreement”) and the Memorandum of Understanding, as amended from time to time, for the Administration of the University Revenue Bond Supplemental Coverage Program (the “MOU”), by and among the Treasurer, the University and the State Loan and Investment Board, through the Office of State Lands and Investments; and

WHEREAS, the Issuer has determined at this time to proceed with and expend bond proceeds to fund the Series 2021 Improvement Project and the Series 2021 Refunding Project for the purpose of reducing interest costs, effecting other economies and paying certain expenses in connection with the issuance of the Series 2021 Bonds (defined herein); and

WHEREAS, to defray the cost of the Series 2021 Project, the Issuer proposes to issue the Facilities Revenue and Refunding Revenue Bonds, Series 2021 (in one or more series, the “Series 2021 Bonds”) in an amount not to exceed \$83,000,000; and

WHEREAS, the Trustees intend to sell the Series 2021 Bonds to a to be determined underwriter, commercial bank or financial institution (the “Purchaser”), pursuant to a competitive or negotiated sale by means of a public offering, limited public offering or pursuant to a private or direct placement pursuant to the terms of a bond purchase agreement (the “Bond Purchase Agreement”) or a Notice of Sale (the “Notice of Sale”) to be dated no later than the date of issuance of the Series 2021 Bonds, by and between the Trustees and the Purchaser; and

WHEREAS, if the Series 2021 Bonds are sold pursuant to a negotiated sale by means of private placement or direct placement, the Purchaser will execute a purchaser letter in the form as set forth in the Bond Purchase Agreement (the “Purchaser Letter”); and

WHEREAS, there have been or will be filed with the Issuer, the following documents as defined herein (collectively the “Authorized Documents”):

- (a) a proposed form of the Bond Purchase Agreement, if any;
- (b) a proposed form of the Paying Agent Agreement;
- (c) a proposed form of the MOU and Supplemental Coverage Program Agreement, if any;
- (d) a proposed form of the Escrow Agreement, if any;
- (e) a proposed form of the Tax Compliance Certificate, if any;
- (f) a proposed form of Pricing Certificate;
- (g) a proposed form of Notice of Sale, if any;

(h) a proposed form of Preliminary Official Statement and final Official Statement, if any;

(i) any other document, certificate and/or agreement required to achieve the purposes and intent of this Resolution required to be filed with the Issuer.

WHEREAS, the Issuer has determined and does hereby declare:

(a) there shall be issued, and there hereby are authorized to be issued in accordance with this Resolution, the Series 2021 Bonds to finance the Series 2021 Project;

(b) the proceeds of the Series 2021 Bonds shall be applied in the manner provided by Article IV of this Resolution;

(c) it is the intent and purpose of this Resolution to authorize the issuance of the Series 2021 Bonds in such manner as not to affect adversely the rights or remedies of any owner or holder of any Outstanding Parity Bonds, as hereinafter defined, and not to affect adversely the security pledged to the payment of any Outstanding Parity Bonds;

(d) the interests of the University and of the inhabitants of the State, and the public interest, welfare and safety require the Series 2021 Project and it is the intent and purpose of this Resolution to authorize the issuance of the Series 2021 Bonds therefor;

(e) the Gross Pledged Revenues, as hereinafter defined and other moneys available therefor will be sufficient to pay:

(i) the Operation and Maintenance Expenses, as hereinafter defined;

(ii) the Bond Requirements, as hereinafter defined, of the Series 2021 Bonds and the other Outstanding bonds of the Issuer payable from the Net Pledged Revenues; and

(iii) the sums required to create and maintain the reasonable reserves therefor, as herein delineated;

(f) all required action preliminary to the authorization of the issuance of the Series 2021 Bonds has been taken;

(g) the Issuer shall forthwith effect the Series 2021 Project with reasonable diligence and shall apply the proceeds of the Series 2021 Bonds to defray the costs of the Series 2021 Project in the manner provided by Article IV hereof;

(h) each of the limitations and other conditions to the issuance of the Series 2021 Bonds in the University Securities Law, the Refunding Act and any other relevant act of the State or of the federal government has been or shall be met by the date of issue of the Series 2021 Bonds; and pursuant to Section 21-17-445 of the University Securities Law, this determination of the Issuer that the limitations in the University Securities Law

have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

(i) the Series 2021 Bonds shall otherwise be issued in strict compliance with the University Securities Law and other relevant acts supplemental thereto, and as may be otherwise provided by law;

WHEREAS, except for the Series 2010 Bonds, the Series 2011 Bonds, the Series 2012 Bonds, the Series 2016 Bonds and the Series 2021 Bonds all as hereafter defined, that are presently Outstanding, the Issuer has not pledged or in any way hypothecated the Net Pledged Revenues to the payment of any securities which are Outstanding or for any other purpose, with the result that the Net Pledged Revenues may now be pledged lawfully and irrevocably for the payment of the Series 2021 Bonds, and they may be made payable from the Net Pledged Revenues; and

WHEREAS, it is advisable and in the best interests of the Issuer to make appropriate provisions herein for the future issuance of Additional Bonds or other securities payable from the Net Pledged Revenues, which Additional Bonds or other securities, if and when authorized in accordance with law, will, subject to designated conditions, occupy a position of parity and enjoy an equality of lien on the Net Pledged Revenues with the Series 2021 Bonds, and further to prescribe the restrictions covenants, and limitations which shall govern the issuance of any Additional Bonds or any other securities payable from the Net Pledged Revenues.

WHEREAS, the Internal Revenue Service has issued Treasury Regulation Section 1.150.2, the final regulations with respect to the use of proceeds of tax-exempt bonds for reimbursement purposes (the "Reimbursement Regulations"); and

WHEREAS, in order to comply with the Reimbursement Regulations, the Issuer find it to be advantageous to declare their official intent whereby the Issuer can be reimbursed for capital expenditures with proceeds of future taxable or tax-exempt borrowings, including but not limited to the Series 2021 Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE UNIVERSITY OF WYOMING THAT:

ARTICLE I

SHORT TITLE, DEFINITIONS, INTERPRETATION, RATIFICATION, AUTHENTICATION, PUBLICATION, AND EFFECTIVE DATE

Section 1.01. Short Title. This Resolution shall be known and may be cited by the short title "Series 2021 Bond Resolution" (this "Resolution").

Section 1.02. Meanings and Construction.

(a) **Definitions.** The terms in this Section defined for all purposes of this Resolution and of any instrument amendatory hereof or supplemental hereto, and of any

other instrument or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified.

“*Additional Bonds*” means any bonds, notes, certificates, debentures or other evidence of indebtedness hereafter issued with a lien on the Net Pledged Revenues on a parity with the lien thereon of the Series 2021 Bonds.

“*Authorized Denominations*” means if the Series 2021 Bonds are sold pursuant to a private placement or direct placement the outstanding principal amount of the Series 2021 Bonds and if the Series 2021 Bonds are sold pursuant to a public offering, \$5,000 and integral multiples of \$5,000 in excess thereof or such other denominations as approved by the Pricing Committee.

“*Authorized Documents*” means each and any of the following: the Bond Purchase Agreement, if any; the Paying Agent Agreement; the MOU and Supplemental Coverage Program Agreement, if any; the Escrow Agreement, if any; the Tax Compliance Certificate, if any; the Pricing Certificate; the Notice of Sale, if any, the Preliminary Official Statement and final Official Statement, if any; and any other document, certificate and/or agreement required to achieve the purposes and intent of this Resolution required to be filed with the Issuer.

“*BABs Obligations*” means any Outstanding bonds issued as “Build America Bonds” (as said term is defined in Code § 54AA (d). As of the date hereof, the only BABs Obligations issued by the University are the Series 2010B Bonds and the Series 2010C Bonds.

“*Board*” means the Board of Trustees of the University.

“*Bond Account*” means that account or accounts within the Bond Fund created in Section 4.02(a) hereof in accordance with the respective series of Series 2021 Bonds.

“*Bond Fund*” means the special account designated as the “University of Wyoming First Lien Revenue Bonds, Interest and Bond Retirement Fund” created in Section 4.01(A) of the Issuer’s 6-1-67 Bond Resolution and ordered to be continued in Section 4.02(a) of this Resolution.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement, relating to the Series 2021 Bonds, by and between the Issuer and the Purchaser.

“*Bond Requirements*” means the principal of, any prior redemption premiums due in connection with, and the interest on the Series 2021 Bonds any other Outstanding Parity Bonds or any other additional securities payable from the Net Pledged Revenues, or such part of such securities as may be designated.

“*Bond Year*” means the 12 months commencing on June 1 of any calendar year and ending on May 31 of the next succeeding calendar year.

“*Business Day*” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the state in which the Principal Corporate Trust Office of the Paying Agent is located are closed. If any payment hereunder is due or any action is required to be

taken on a day which is not a Business Day, such payment shall be made and such action shall be taken on the next succeeding Business Day.

“*Capital Fund*” means the special account designated as the “University of Wyoming Pledged Revenues Facilities Capital Improvement and Replacement Fund” created in Section 5.10 of the Issuer’s 6-1-67 Bond Resolution and ordered to be continued in Section 5.09 of this Resolution; such fund is required by the Series 2010 Bond Resolution, Series 2011 Bond Resolution, Series 2012 Bond Resolution and Series 2016 Bond Resolution, provided, however, after such Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are no longer Outstanding, such fund will not be required.

“*Code*” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2021 Bonds, and applicable regulations and rulings presently or hereafter promulgated or proposed thereunder or under any predecessor thereto.

“*Combined Maximum Annual Principal and Interest Requirements*” means the maximum in any Bond Year of the sum of the principal of and interest on the Outstanding Series 2021 Bonds and any other Outstanding Parity Bonds, including any proposed securities in the computation of an earnings test pertaining thereto under Section 7.03 of this Resolution.

“*Commercial Bank*” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and of the Federal Reserve System, including, without limitation, any “Trust Bank” as defined in this Resolution.

“*Continuing Disclosure Undertaking*” means the Continuing Disclosure Undertaking, executed and delivered by the Issuer, and any amendments and supplements thereto, which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

“*Cost of the Series 2021 Project*” or any phrase of similar import, means all or any part designated by the Issuer of the cost of the Series 2021 Project, or interest therein, which cost may include all or any part of the incidental costs pertaining to the Series 2021 Project, as the Issuer may determine, including without limitation:

- (a) preliminary expenses advanced by the University from funds available for use therefor, or advanced by the State, the federal government, or from any other source, with the approval of the Issuer, or any combination thereof;
- (b) the costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (c) the costs of premiums on builders’ risk insurance and performance bonds, or a reasonably allocable share thereof;
- (d) the costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help or other agents or employees;

(e) the costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Series 2021 Project, the filing or recordation of instruments, the taking of options, the issuance of bonds and other securities, and bank fees and expenses;

(f) the costs of contingencies;

(g) the costs of the capitalization with proceeds of the Series 2021 Bonds of any Operation and Maintenance Expenses pertaining to any Facilities to be acquired as part of the Series 2021 Project with the proceeds of the Series 2021 Bonds and of any interest on the Series 2021 Bonds or other securities for any period not exceeding the period estimated by the Issuer to effect the Series 2021 Project plus one year, as herein provided, of any discount on the Series 2021 Bonds or other securities, and of any reserves for the payment of the principal of and interest on the Series 2021 Bonds or other securities, of any replacement expenses, and of any other cost of issuance of the Series 2021 Bonds or other securities;

(h) the costs of amending any resolution or other instrument authorizing the issuance of or otherwise appertaining to Outstanding bonds or other securities of the Issuer; and

(i) all other expenses necessary or desirable and appertaining to the Series 2021 Project, as estimated or otherwise ascertained by the Issuer.

“*Costs of Issuance*” means all costs and expenses incurred in connection with the issuance of the Series 2021 Bonds, including without limitation reimbursement of the Trustees for such costs and expenses and rating agency fees, if any.

“*Escrow Account*” shall mean the account or accounts established under the Escrow Agreement.

“*Escrow Agent*” means a financial institution or commercial bank as such entity selected and set forth in the Escrow Agreement, as escrow agent, paying agent and registrar for the Refunded Bonds.

“*Escrow Agreement*” means the Escrow Agreement dated the date of issuance between the Issuer and the Escrow Agent.

“*Events of Default*” means the events described in Section 10.03 of this Resolution.

“*Facilities*” means the buildings, structures or other income producing facilities of the Issuer now or hereafter acquired, whether resulting from improvements, extensions, enlargements, repairs or betterments thereto, or otherwise, from the operation of which or in connection with which facilities Net Pledged Revenues are derived.

“*Federal Direct Payments*” means amounts payable by the federal government to the Issuer, pursuant to the Federal Recovery Act, in connection with the Issuer’s issuance of BABs Obligations and Recovery Zone Economic Development Bonds.

“*Federal Recovery Act*” means the federal “American Recovery and Reinvestment Act of 2009”, Public Laws 111-5, enacted by the Congress of the United States of America (the “Congress”), and any amendments thereto.

“*Federal Securities*” means U.S. Treasury Obligations—State and Local Government Series and bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States of America.

“*Financial Advisor*” means PFM Financial Advisors LLC.

“*Fiscal Year*” for the purposes of this Resolution means the 12 months commencing on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year.

“*Government Royalty Fund*” means the special account thereby known and carried upon the books of the State into which account there is deposited the University’s share as specified in W.S. 9-4-601 of all moneys paid to the State by the Secretary of the Treasury of the United States of America under the provisions of that certain act of Congress of February 25, 1920 (41 Stat. 437, 450; 30 U.S.C. §§181, 191) entitled “An Act to promote the mining of coal, phosphate, oil, oil shale, gas and sodium on the public domain,” as from time to time amended.

“*Gross Pledged Revenues*” means all income and revenues derived directly or indirectly by the Issuer from the operation and use of the Facilities, or any part thereof, and includes all revenues received by the Issuer from the Facilities, including, without limitation, all rentals, fees, rates and other charges for the use of the Facilities, or for any service rendered by the Issuer in the operation thereof, and, subject to any existing pledges or other contractual limitations, such defined term includes all income and other moneys derived from one, all or any combination of the following revenue sources, including, without limitation, student fees and other fees, rates and charges pertaining thereto or for any service rendered by the Issuer in the operation thereof:

- (a) residence halls, apartments and other housing facilities;
- (b) cafeterias, dining halls and other food service facilities;
- (c) student union and other student activities facilities;
- (d) store or other facilities for the sale or lease of books, stationery, student supplies, faculty supplies, office supplies and like material;
- (e) land and any structures, other facilities or other improvements thereon used or available for use for the parking of vehicles used for the transportation by land or air of individuals to or from such land and any improvements thereon except as otherwise provided in this paragraph;
- (f) properties providing heat or any other utilities furnished by the University to any facilities on its campus;

(g) services, contracts, investments and other miscellaneous unrestricted sources of income not hereinabove designated, whether presently realized or to be realized, and accounted for in the University miscellaneous sales and services fund;

(h) the University Account within the Permanent Land Income Fund;

(i) that portion of the Government Royalty Fund which is legally available for payment of principal of and interest on the Series 2021 Bonds; and

(j) Federal Direct Payments; provided, however, that any Federal Direct Payments received into the Income Fund shall be accounted for by being treated as allocable within the Income Fund to the payment of the interest on the respective BABs Obligations and Recovery Zone Economic Development Bonds for which they are received;

but the term “Gross Pledged Revenues” or any such other synonymous term does not include income or moneys derived in connection with any of the following:

(k) any revenues derived from any stadium, including any parking facilities pertaining thereto, arena, theater, fieldhouse and other athletic or recreation facilities for use in part by spectators or otherwise;

(l) any tuition charges and registration fees;

(m) the proceeds of the levy of any general (ad valorem) property taxes;

(n) any grants, appropriations or other donations from the federal government, the State or any other donor (other than the income from the University Account within the Permanent Land Income Fund, other than income in the Government Royalty Fund, and other than revenue derived from any facilities acquired wholly or in part with such grants, appropriations or donations); and

(o) any buildings, structures, or other facilities of the Issuer not hereinabove designated in subparagraphs (a) through (j) of this paragraph.

“*Income Fund*” means the special account designated as the “University of Wyoming Pledged Revenues Gross Income Fund” created in Section 5.02 of the Issuer’s 6-1-67 Bond Resolution and ordered to be continued in Section 5.02 of this Resolution.

“*Interest Payment Date*” means (a) June 1st and December 1st of each Fiscal Year, commencing as set forth in the Authorized Documents and (b) the Maturity Date or any redemption date of the Series 2021 Bonds.

“*Issue Date*” means the date on which the Series 2021 Bonds are issued by the University.

“*Issuer*” means the Trustees of the University of Wyoming, constituting the governing body of the University and a body corporate and politic by the name of “The Trustees of the University of Wyoming,” as a political subdivision of the State, and also means any successor.

“*Issuer Representative*” means each of the Trustees, individually and the Deputy Treasurer of the Board and/or their respective designees.

“*Maturity Date*” means the date specified in the Pricing Certificate.

“*Minimum Capital Reserve*” means the amount of not less than \$500,000 which is deposited, accumulated and maintained in the Capital Fund as required by Section 5.09 of this Resolution; such reserve is not required under this Resolution, however it is required by the Series 2010 Bond Resolution, Series 2011 Bond Resolution, Series 2012 Bond Resolution and Series 2016 Bond Resolution, provided, however, after such Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are no longer Outstanding, such fund will not be required pursuant to this Resolution.

“*MOU*” means the Memorandum of Understanding for the Administration of the University Revenue Bond Supplemental Coverage Program, as amended from time to time, entered into by and among the State Treasurer, the University and the State Loan and Investment Board, through the Office of State Lands and Investments.

“*Net Pledged Revenues*” means the Gross Pledged Revenues after the deduction of the Operation and Maintenance Expenses.

“*Operation and Maintenance Expenses*,” means all reasonable and necessary current expenses of the University, paid or accrued, of operating, maintaining and repairing the Facilities and the term includes (except as limited by contract or otherwise limited by law), without limitation:

- (a) legal and overhead expenses of the various University departments directly related and reasonably allocable to the administration of the Facilities;
- (b) fidelity bond and insurance premiums appertaining to the Facilities, or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the Facilities;
- (c) the reasonable charges of any paying agent, Commercial Bank, Trust Bank or other depository bank appertaining to any securities issued by the Issuer or appertaining to any Facilities;
- (d) contractual services, professional services, salaries, administrative expenses and costs of labor appertaining to the Facilities;
- (e) the costs incurred by the Issuer in the collection of all or any part of the Gross Pledged Revenues, including, without limitation, revenues appertaining to any Facilities;

(f) any costs of utility services furnished to the Facilities by the University or otherwise; and

(g) reasonable allowances for the depreciation of furniture and equipment for the Facilities;

but the term “Operation and Maintenance Expenses” does not include:

(h) any allowance for depreciation, except as otherwise provided in subparagraph (g) of this paragraph;

(i) any costs of reconstruction, improvements, extensions or betterments;

(j) any accumulation of reserves for capital replacements;

(k) any reserves for operation, maintenance or repair of any Facilities;

(l) any allowance for the redemption of any bond or other security evidencing a loan or other obligations or the payment of any interest thereon;

(m) any liabilities incurred in the acquisition or improvement of any properties comprising any project, including without limitation the Series 2021 Project, or any existing Facilities, or any combination thereof; and

(n) any other ground of legal liability not based on contract.

“*Operation and Maintenance Fund*” means the special account designated as the “University of Wyoming Pledged Revenues Facilities Operation and Maintenance Fund” created in Section 5.04 of the Issuer’s 6-1-67 Bond Resolution and ordered to be continued in Section 5.04 of this Resolution.

“*Outstanding*” means, when used with reference to the Series 2021 Bonds, any other Parity Bonds, or any other securities issued on a second lien parity or other subordinated basis, as of any particular date, all the bonds or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Facilities:

(a) except any bond or other security canceled by the Issuer, by the Paying Agent, or otherwise on the Issuer’s behalf, at or before such date;

(b) except any bond or other security for the payment or the redemption of which moneys at least equal to the Bond Requirements to the date of maturity or any redemption date shall have theretofore been deposited with a Trust Bank or trust company in escrow or in trust for that purpose; and

(c) except any bond or other security in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

“*Owner*” or “*Bondowner*” means the registered owner of any bond or other security which is registrable for payment.

“*Parity Bonds*” means all Outstanding Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds, Series 2016 Bonds and any Additional Bonds.

“*Paying Agent Agreement*” means the Paying Agent and Registrar Agreement, by and between the Issuer and the Paying Agent.

“*Paying Agent*” means Wells Fargo Bank, National Association, in Denver, Colorado, as agent of the Issuer for the payment of the Bond Requirements of the Series 2021 Bonds, or its successor or successors.

“*President of the Issuer*” means the de jure or de facto President of the Trustees of the University of Wyoming, or his or her successor in functions, if any.

“*Principal Corporate Trust Office*” means (a) with respect to the Paying Agent, Wells Fargo Bank, Denver, Colorado; (b) with respect to any successor Paying Agent, at the principal office of its corporate trust department; and (c) with respect to any Paying Agent, at such other place as shall be designated by such Paying Agent in writing to the Owners of the Series 2021 Bonds Outstanding.

“*Pricing Certificate*” means the Pricing Certificate dated as of thereof setting forth the terms and provisions of the Series 2021 Bonds.

“*Pricing Committee*” means a committee comprised of two members of the Board of Trustees of the University of Wyoming, appointed by the Board President and three members of the University administration as appointed by the President of the University.

“*Project Fund*” means the 2021 Project Fund created in Section 4.02(c) hereof and any account therein.

“*Purchaser*” means the underwriter, commercial bank or financial institution identified in the Pricing Certificate.

“*Rating Category*” means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

“*Rebate Account*” means the special account designated as the “University of Wyoming, Facilities Revenue Bonds, Series 1987, Rebate Account” created in Section 5.12 of the Issuer’s 12-1-87 Bond Resolution and ordered to be continued in Section 5.10 of this Resolution.

“*Record Date*” is the fifteenth day of the calendar month whether or not a business day next preceding the interest payment date.

“*Recovery Zone Economic Development Bonds*” means any Outstanding bonds issued as “Recovery Zone Economic Development Bonds” as set forth in Section 1400U-2 of the Code.

As of the date hereof, the only Recovery Zone Economic Development Bonds issued by the University are the Series 2010C Bonds.

“*Refunded Bonds*” means the bonds to be refunded with proceeds of the Series 2021 Bonds that are identified in the Pricing Certificate.

“*Refunding Act*” means W.S. 21-17-437 through W.S. 21-17-444.

“*Reimbursement Period*” means, with respect to a particular Surety Bond payment, the period commencing on the date of such Surety Bond payment and ending on the earlier of the date of cancellation of the Surety Bond due to nonpayment of the premium thereon when due or on the expiration of 12 months following such Surety Bond payment.

“*Reserve Funds*” means any reserve fund that may be created for the issuance of Additional Bonds secured by a reserve fund.

“*Secretary of the Issuer*” means the de facto or de jure Secretary of the Trustees of the University of Wyoming, or his or her successor in functions, if any.

“*Series 2010 Bond Resolution*” means the resolution of the Issuer adopted as of May 7, 2010, which authorized the issuance of the Series 2010 Bonds.

“*Series 2010 Bonds*” means, collectively, the Series 2010B Bonds and the Series 2010C Bonds.

“*Series 2010B Bonds*” means those securities issued under the Series 2010 Bond Resolution and designated “The Trustees of the University of Wyoming, Facilities Improvement Revenue Bonds, Series 2010B (Taxable Direct Payment Build America Bonds).”

“*Series 2010C Bonds*” means those securities issued under the Series 2010 Bond Resolution and designated “The Trustees of the University of Wyoming, Facilities Improvement Revenue Bonds, Series 2010C (Taxable Direct Payment Build America Bonds - Recovery Zone Economic Development Bonds).”

“*Series 2011 Bond Resolution*” means the resolution of the Issuer adopted as of November 18, 2011, which authorized the issuance of the Series 2011 Bonds.

“*Series 2011 Bonds*” means, collectively, the Series 2011A Bonds and the Series 2011B Bonds.

“*Series 2011A Bonds*” means those securities issued under this Resolution and designated “The Trustees of the University of Wyoming, Facilities Improvement Revenue Bonds, Series 2011A.”

“*Series 2011B Bonds*” means those securities issued under this Resolution and designated “The Trustees of the University of Wyoming, Facilities Refunding Revenue Bonds, Series 2011B.”

“*Series 2011 Bond Resolution*” means the resolution of the Issuer adopted as of November 18, 2011, which authorized the issuance of the Series 2011 Bonds.

“*Series 2012 Bonds*” means, collectively, the Series 2012A Bonds and the Series 2012B Bonds.

“*Series 2012A Bonds*” means those securities issued under this Resolution and designated “The Trustees of the University of Wyoming, Facilities Improvement Revenue Bonds, Series 2012A.”

“*Series 2012B Bonds*” means those securities issued under this Resolution and designated “The Trustees of the University of Wyoming, Facilities Refunding Revenue Bonds, Series 2012B.”

“*Series 2012 Bond Resolution*” means the resolution of the Issuer adopted as of July 1, 2012, which authorized the issuance of the Series 2012 Bonds.

“*Series 2016 Bonds*” means those securities issued under the Series 2016 Bond Resolution and designated “The Trustees of the University of Wyoming, Facilities Refunding Revenue Bonds, Series 2016.”

“*Series 2016 Bond Resolution*” means the resolution of the Issuer adopted as of October 1, 2016, which authorized the issuance of the Series 2016 Bonds.

“*Series 2021 Bonds*” means those securities issued under this Resolution and designated as set forth in the Pricing Certificate.

“*Series 2021 Improvement Project*” means the project prescribed by the 2021 Project Act authorizing the Issuer to construct and renovate certain projects, including to acquire purchase, erect, alter, remodel, expand, improve, repair, furnish and equip buildings, improvements and facilities for use by the University, specifically the acquisition and purchase of the Bison Village apartment complex and related facilities.

“*Series 2021 Refunding Project*” means the refunding of all or a portion of the Outstanding Parity Bonds described and determined to be refunded by the Pricing Committee.

“*Series 2021 Project*” means, collectively, the Series 2021 Improvement Project and the Series 2021 Refunding Project.

“*Special Record Date*” means a special record date, which shall be a Business Day, fixed to determine the names and addresses of Owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 3.02 of this Resolution.

“*State*” means the State of Wyoming.

“*Supplemental Coverage Program*” means the University Revenue Bond Supplemental Coverage Program as authorized under W.S. 9-4-1003.

“*Supplemental Coverage Program Agreement*” means the University Revenue Bond Supplemental Coverage Program Agreement, and any amendments or supplements thereto, by and between the State, acting by and through the State Treasurer, an officer of the State and the University, acting by and through an Issuer Representative.

“*Surety Bond*” means any surety bond issued by an insurance company as of the time of the issuance of such policy or surety bond, are rated in one of the two highest Rating Categories by Standard & Poor’s Ratings Services or Moody’s Investors Service.

“*Tax Compliance Certificate*” means the Tax Compliance Certificate, dated the date of issuance of the Series 2021 Bonds executed by the Issuer in connection with the initial issuance and delivery of the Series 2021 Bonds as it may from time to time be modified pursuant to its terms; provided, however, that the Tax Compliance Certificate may refer to multiple Tax Compliance Certificates executed in connection with each series of the Series 2021 Bonds.

“*Tax Exempt Obligation*” means any Series 2021 Bonds the interest on which is excludable from gross income of the holder thereof for federal income tax purposes as determined in the Pricing Certificate.

“*Treasurer of the Issuer*” means the de facto or de jure Treasurer of the Trustees of the University of Wyoming, or his or her successor in functions, if any.

“*Treasurer of the University*” means the de facto or de jure Deputy Treasurer of the Issuer and Ex Officio Treasurer of the University, or his or her successor in functions, if any.

“*Trust Bank*” means a Commercial Bank which is authorized to exercise and is exercising trust powers and also means any branch of the Federal Reserve Bank.

“*University*” means the University of Wyoming, the State university located at the City of Laramie, in the County of Albany and the State, and means any successor educational institution.

“*University Account Within the Permanent Land Income Fund*” means the account carried upon the books of the State into which account there is deposited the proceeds of grants by the United States of America of 72 sections of land to the Territory of Wyoming for University purposes, pursuant to Section 8, Act of Admission of the State of Wyoming (approved July 10, 1890, 26 Statutes at Large 222, Chapter 664) which proceeds constitute a permanent fund to be safely invested and held by the State and the income thereof is used exclusively for University purposes and is remitted to the Issuer periodically therefor.

“*University Securities Law*” means W.S. 21-17-402 through W.S. 21-17-450, known and cited as the “University Securities Law.”

“*12-1-87 Bond Resolution*” means the resolution of the Issuer adopted on December 1, 1987.

Construction. This Resolution, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(i) words in the singular number include the plural, and words in the plural include the singular;

(ii) words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender;

(iii) articles, sections, subsections, paragraphs and sub-paragraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Resolution so numbered or otherwise so designated;

(iv) the titles or headlines applied to articles, sections and subsections in this Resolution are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Resolution; and

(v) any securities payable from any Net Pledged Revenues and held by the Issuer shall not be deemed to be Outstanding for the purpose of consents hereunder or for any other purpose provided herein.

“6-1-67 Bond Resolution” means the resolution of the Issuer adopted on May 10, 1967.

Section 1.03. Successors. Whenever herein the Issuer or the University is named or is referred to, such provisions shall be deemed to include any successors of the Issuer or the University, respectively, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the Issuer or the University contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law, any right, power or duty of the Issuer or the University or of their respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 1.04. Parties Interested Herein. Except as herein otherwise expressly provided, nothing herein expressed or implied confers any right, remedy or claim hereunder or by reason hereof or any covenant, condition or stipulation hereof upon or gives such to any person, other than the Issuer, the University, the Paying Agent, the Escrow Agent and the Owners of the Series 2021 Bonds, and the Owners or holders of any other securities payable from the Net Pledged Revenues unless and when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the University, the Paying Agent, the Escrow Agent and any Owners of the Series 2021 Bonds and any Owner or holder of any such other security in the event of such a reference.

Section 1.05. Ratification. All action heretofore taken, not inconsistent with the provisions of this Resolution, by the Issuer and the officers and agents of the Issuer, including the financing of the Series 2021 Project, and the sale and delivery of the Series 2021 Bonds for that purpose are hereby ratified, approved and confirmed, including without limitation the sale of the Series 2021 Bonds to the Purchaser as determined by the Pricing Committee.

Section 1.06. Resolution Irrepealable. After any of the Series 2021 Bonds are issued, this Resolution shall constitute an irrevocable contract between the Issuer and the Owners of the Series 2021 Bonds from time to time and this Resolution subject to the provisions of Section 9.01 and of Article XI hereof shall be and shall remain irrepealable until the Series 2021 Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, except as herein otherwise provided.

Section 1.07. Repealer. All bylaws, orders, and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any by-law, order, or other instrument, or part thereof, heretofore repealed.

Section 1.08. Severability. If any article, section, subsection, paragraph, sub-paragraph, clause or other provision of this Resolution for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, sub-paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 1.09. Authentication. This Resolution, immediately on its final passage and adoption, shall be recorded in the official records of the Issuer kept for that purpose, shall be authenticated by the signature of the President of the Issuer, and shall be attested by the Secretary of the Issuer, and the authentication shall constitute the official action of the Issuer for the approval, adoption and ratification of this Resolution and shall be conclusive evidence of the validity and regularity of the passage of this Resolution which shall be incontestable after the passage of its execution.

Section 1.10. Recital for Issuance of Series 2021 Bonds. The Series 2021 Bonds are issued pursuant to the University Securities Law and this recital shall be conclusive evidence of the validity and regularity of issuance of the Series 2021 Bonds.

Section 1.11. Effective Date. This Resolution immediately upon its final passage, adoption and authentication shall be in full force and effect.

Section 1.12. Reimbursement; Declaration of Official Intent. Pursuant to the Reimbursement Regulations, this Resolution and the Resolution adopted and approved on November 14, 2019 (the “2019 Reimbursement Resolution”), the Issuer reasonably expects to reimburse itself for capital expenditures relative to the phase 1 and phase 2 of the University’s student housing project that is contemplated by Bill No. HB0293, Enrolled Act No. 124, House of Representatives, Sixty-Fifth Legislature of the State of Wyoming 2019 General Session (the “Student Housing Project”) with proceeds of a future taxable or tax-exempt borrowing, including but not limited additional Parity Bonds, within 18 months of the date of the expenditure of moneys on such capital expenditure or on the date upon which the project, if any, containing the capital expenditure is placed in service or abandoned, whichever is later (but in no event more than 3 years after the date of the original expenditure of such moneys) and to allocate an amount not to exceed \$50,000,000 of the proceeds of such additional Parity Bonds to reimburse the Issuer for its expenditures in connection with the Student Housing Project. The Issuer furthermore ratifies the 2019 Reimbursement Resolution.

ARTICLE II

DETERMINATIONS, AUTHORITY FOR AND AUTHORIZATION OF SERIES 2021 PROJECT, NECESSITY OF SERIES 2021 PROJECT AND BONDS, OBLIGATION OF ISSUER, AND TERMS OF BOND SALE

Section 2.01. Authority of This Resolution. This Resolution is adopted by virtue of the University Securities Law and pursuant to its provisions, as well as by virtue of the Issuer's powers pertaining to the University pursuant to Article 7 of the State Constitution. The Issuer has ascertained and determined and hereby declares that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the Issuer in accordance with the University Securities Law.

Section 2.02. Necessity of the Series 2021 Project and Series 2021 Bonds. It is necessary and for the best interests of the Issuer, the University and the officers, faculty and students thereof, that the Issuer effect the Series 2021 Project and defray the costs thereof by issuing the Series 2021 Bonds therefor.

Section 2.03. Authorization of the Series 2021 Project and Series 2021 Bonds. The Series 2021 Project is authorized by the University Securities Law and the Refunding Act and the Issuer does hereby determine to authorize the Series 2021 Bonds to be issued to provide funds to defray the costs thereof.

Section 2.04. Resolution To Constitute Contract. In consideration of the purchase and the acceptance of the Series 2021 Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute contracts between the Issuer and the Owners from time to time of the Series 2021 Bonds.

Section 2.05. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Series 2021 Bonds and the Owners of any and all other Outstanding Parity Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Parity Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Resolution.

Section 2.06. Special Obligations. All of the Series 2021 Bonds, as to all Bond Requirements, shall be payable and collectible solely out of the Net Pledged Revenues, except to the extent that other moneys are lawfully made available therefor, as hereinafter provided. The Owners of the Series 2021 Bonds may not look to any general or other fund for the payment of such Bond Requirements, except the herein designated special funds pledged therefor; the Series 2021 Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; the Issuer does not pledge its full faith and credit for the payment of the Series 2021 Bonds; and the Series 2021 Bonds shall not be considered or held to be general obligations of the Issuer but shall constitute its special obligations.

Section 2.07. Character of Agreement. Except to the extent provided herein, none of the covenants, agreements, representations and warranties contained herein or in the Series 2021

Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the Issuer, except the special funds pledged therefor, or its general credit, payable out of its general fund or out of any funds derived from taxation.

Section 2.08. No Pledge of Property. The payment of the Series 2021 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the Issuer, except for its Net Pledged Revenues and any other moneys pledged for the payment of the Series 2021 Bonds. No property of the Issuer, subject to such exception, shall be liable to be forfeited or taken in payment of the Series 2021 Bonds.

Section 2.09. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Series 2021 Bonds or for any claim based thereon or otherwise upon this Resolution or other instrument appertaining thereto against any individual member of the Issuer or any officer or other agent of the Issuer, past, present or future, either directly or indirectly through the Issuer or the University or whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all liability, if any, being by the acceptance of the Series 2021 Bonds and as a part of the consideration of their issuance specially waived and released.

Section 2.10. State Not Obligated. The Series 2021 Bonds shall not be considered to be obligations general, special or otherwise of the State, nor to be securities or debt of the State, and shall not be enforceable against the State.

Section 2.11. Limitation Upon Revenue Sources. Nothing in this Resolution authorizes the Issuer in any way to obligate the State except as herein otherwise expressly provided in Section 2.12 hereof, or to pledge, assign or encumber, in any way, or to permit the pledging, assigning or encumbering, in any way, of any tuition charges and registration fees paid to the University or the proceeds of any general ad valorem property taxes derived directly or indirectly by the Issuer for the benefit of the University, or grants, appropriations, or other donations made by the federal government, the State Legislature, or any other donor, except as herein otherwise expressly provided, and of any revenues, other than Gross Pledged Revenues, derived from the operation of or otherwise pertaining to any buildings, structures or other facilities of the Issuer or the University except the Facilities.

Section 2.12. Limitations Upon State. Pursuant to Section 21-17-409 of the University Securities Law, the faith of the State is pledged that the University Securities Law, any law supplemental or otherwise appertaining thereto, and any other act concerning the Series 2021 Bonds and other securities of the Issuer or the University or the Net Pledged Revenues, or both such securities and such revenues, including, without limitation, any law pertaining to the University Account within the Permanent Land Income Fund or the Government Royalty Fund, shall not be repealed nor amended or otherwise directly or indirectly modified in such a manner as to impair adversely any Outstanding securities of the Issuer until all such securities have been discharged in full or provision has been fully made therefor, including without limitation the known minimum yield from the investment or reinvestment of moneys pledged therefor in Federal Securities.

Section 2.13. Authentication. No Series 2021 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2021 Bond substantially in the form set forth herein shall have been duly executed by the Paying Agent, and such executed certificate of the Paying Agent upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated and delivered under this Resolution.

Section 2.14. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Series 2021 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Paying Agent may authenticate a new Series 2021 Bond of like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2021 Bond, such mutilated Series 2021 Bond shall first be surrendered to the Paying Agent, and in the case of any lost, stolen or destroyed Series 2021 Bond, there shall be first furnished to the Issuer and the Paying Agent evidence of such loss, theft or destruction satisfactory to the Paying Agent, together with indemnity satisfactory to the Paying Agent. If such mutilated, lost, stolen or destroyed Series 2021 Bond shall have matured, the Paying Agent may pay such Series 2021 Bond in lieu of replacement.

Section 2.15. Prohibited Actions. The Issuer will not use or permit the use of any proceeds of the Tax Exempt Obligations or any other funds of the Issuer from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Tax Exempt Obligations to be an “arbitrage bond” within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Tax Exempt Obligations to be includible in gross income for federal income tax purposes.

Section 2.16. Affirmative Actions. The Issuer will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the Issuer on the Tax Exempt Obligations shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the Issuer represents, warrants and covenants to comply with the following unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (a) gross proceeds of the Tax Exempt Obligations will not be used in a manner that will cause the Series 2021 Bonds to be considered “private activity bonds” within the meaning of the Code; (b) the Tax Exempt Obligations are not and will not become directly or indirectly “federally guaranteed”; and (c) the Issuer will timely file Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Code with respect to the Tax Exempt Obligations.

Section 2.17. Series 2021 Bonds Tax Compliance Certificate. The Issuer will comply with the Tax Compliance Certificate delivered to it on the date of issuance of any Series 2021 Bonds constituting Tax Exempt Obligations, including but not limited to the provisions of the Tax Compliance Certificate regarding the application and investment of proceeds of such Series 2021 Bonds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Compliance Certificate; provided that, in the event the original Tax Compliance Certificate is superseded or amended by a new Tax Compliance Certificate drafted by, and accompanied by an opinion of Bond Counsel stating that the use of the new Tax Compliance Certificate will not cause the interest on such Series 2021 Bonds to become includible

in gross income for federal income tax purposes, the Issuer will thereafter comply with the new Tax Compliance Certificate.

Section 2.18. Execution of Authorized Documents. The Pricing Committee (or any of its members), any member of the Board of Trustees of the University and/or the Issuer Representative is hereby authorized to complete the form of and to execute the Authorized Documents or any agreement, assignment, instrument, document or certificate in accordance with this Resolution, for and on behalf of the Trustees.

In the event that any officer or director that is authorized or directed to execute the Authorized Documents is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Chapter 21 of Title 40, W.S., also known as the Uniform Electronic Transactions Act.

Section 2.19. Authorization and Direction. In addition to the above authorizations, the Pricing Committee is hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the formal terms of the Series 2021 Bonds, subject to the parameters set forth herein including, but not limited to, the par amount of the Series 2021 Bonds, the series and respective designation of the Series 2021 Bonds, the maturity date of the Series 2021 Bonds, the interest rate of the Series 2021 Bonds, optional redemption provisions for the Series 2021 Bonds, mandatory sinking fund provisions for the Series 2021 Bonds, whether or not the respective series of Series 2021 Bonds will be taxable and/or tax-exempt obligations, which of the Trustees' outstanding bonds will be refunded, whether or not the Series 2021 Bonds will be sold pursuant to a competitive or negotiated sale by means of a public offering or pursuant to a private placement or direct placement, whether or not the Series 2021 Bonds will be subject to DTC's book-entry system; whether or not the Series 2021 Bonds will be rated and if such rating will be applied to the Series 2021 Bonds and the execution of such closing documents, additional agreements or certificates as may be required by the Purchaser.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 3.01. Authorization of Series 2021 Bonds. In order to defray all or any part of the costs of issuing the Series 2021 Bonds and financing the Series 2021 Project, the Issuer hereby authorizes the issuance, in one or more series, of Series 2021 Bonds in an aggregate principal amount not to exceed \$83,000,000, payable as to all Bond Requirements solely out of the Net Pledged Revenues, except as herein otherwise expressly provided, are hereby authorized to be issued pursuant to the University Securities Law, the Refunding Act and to the Issuer's powers derived under the State Constitution; the Issuer pledges irrevocably, but not necessarily exclusively and subject to the lien of the other Parity Bonds, such Net Pledged Revenues to the

payment of the Bond Requirements; and the proceeds of the Series 2021 Bonds (except as herein otherwise expressly provided) shall be used solely for the Series 2021 Project.

Section 3.02. Bond Details. The Series 2021 Bonds shall be issued as fully registered form to either DTC or the Purchaser as Owner in the amount set forth in the Bond Purchase Agreement and shall consist of bonds in Authorized Denominations numbered in such manner as the Paying Agent shall determine.

The Series 2021 Bonds shall bear interest at a fixed rate, as set forth in the Bond Purchase Agreement or Notice of Sale. Interest on all principal amounts outstanding from time to time on the Series 2021 Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2021 Bonds shall be paid on the Interest Payment Dates. The Series 2021 Bonds shall mature no later than June 1, 2044 and shall bear interest at a rate or rates resulting in a true interest cost of not to exceed 4.000%. Furthermore any Outstanding Parity Bonds refunded with proceeds of the Series 2021 Bonds must result in a minimum aggregate net present value savings of 3.000% as calculated by the Financial Advisor.

Principal and interest on the Series 2021 Bonds shall be payable by the Paying Agent by check mailed or electronic transfer to the Owner thereof as shown on the registration books maintained by the Registrar. Interest on the Series 2021 Bonds shall be paid on each Interest Payment Date (or, if such Interest Payment Date is not a business day, on the next succeeding Business Day). Principal on the Series 2021 Bonds shall be paid annually in the amounts and on the dates set forth in Schedule I attached to the Series 2021 Bonds. All remaining principal plus all unpaid accrued interest on the Series 2021 Bonds shall be due and payable in full on the Maturity Date. The Owner shall not have to present the Series 2021 Bonds to the Paying Agent for payment until the Maturity Date.

The principal of the Series 2021 Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges, at the Principal Corporate Trust Office of the Paying Agent upon presentation and surrender of such Series 2021 Bonds. Payment of interest on any Series 2021 Bond shall be made on each interest payment date to the Owner thereof at the close of business on the Record Date, the fifteenth day of the calendar month (whether or not a Business Day), next preceding such interest payment date for such interest payment date by check mailed by the Paying Agent on such interest payment date to such Owner at his address as it last appears on the registration records kept by the Paying Agent. Any such interest not so timely paid or duly provided for shall cease to be payable to the Owner thereof at the close of business on the Record Date and shall be payable to the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of such Special Record Date shall be given to the Owners of the Series 2021 Bonds not less than 10 days prior thereto by first-class mail to each such Owner as shown on the registration records on the date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. If the principal of any Series 2021 Bond is not paid on the maturity or redemption date, interest shall accrue upon the unpaid amount of principal at the rate on such Series 2021 Bond from the date of such presentation until such principal shall have been paid in full.

Section 3.03. Prior Redemption of the Series 2021 Bonds. The Series 2021 Bonds are subject to redemption prior to their stated maturity at the option of the Issuer, in whole or in part (and if in part in inverse order of the principal payment dates shown on Schedule I attached to the Series 2021 Bonds) on the dates and subject to the terms set forth in the Pricing Certificate or Notice of Sale.

Section 3.04. Notice of Prior Redemption. Notice of any prior redemption, mandatory or optional, shall be given by the Paying Agent on behalf of the Issuer by mailing a copy of the redemption notice by first-class postage prepaid mail, not less than 20 nor more than 60 days prior to the redemption date to the Owners of the Series 2021 Bonds to be redeemed at their addresses as shown on the registration records kept by the Paying Agent. Such notice shall specify the number or numbers of the Series 2021 Bonds to be so redeemed (if less than all are to be redeemed), the redemption price to be paid and the date fixed for redemption; and such notice shall further state that on the redemption date there will become and will be due and payable upon each Series 2021 Bond or portion thereof (\$5,000 or any integral multiple thereof) so to be redeemed at the Paying Agent (designated by name) the redemption price, and that from and after such date interest on the Series 2021 Bonds or portions thereof called for redemption will cease to accrue. Notice having been given in the manner hereinabove provided, the Series 2021 Bonds or bonds so called for redemption shall become due and payable on the redemption date so designated and upon presentation thereof at the Paying Agent, the Issuer will pay the Series 2021 Bonds or bonds so called for redemption. No further interest shall accrue on the principal of any such Series 2021 Bond (or portion thereof) called for redemption from and after the redemption date, provided sufficient funds are on deposit with the Paying Agent on the redemption date. Except as provided in Section 3.02 of this Series 2021 Bond Resolution, upon surrender of any Series 2021 Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof, at no expense to such Owner, a new Series 2021 Bond or bonds of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Series 2021 Bond surrendered.

The Issuer may provide that if at the time of mailing of notice of an optional redemption there shall not have been deposited with the Paying Agent moneys sufficient to redeem all the Series 2021 Bonds called for redemption, such notice may state that it is conditional and subject to the deposit of the redemption moneys with the Paying Agent prior to the scheduled redemption date, and such notice will be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption will be cancelled and on such cancellation date notice of such cancellation will be mailed to the holders of such Series 2021 Bonds, in the manner provided for such notice of optional redemption.

The following procedures shall be followed if the Series 2021 Bonds are partially redeemed either through the optional or mandatory sinking fund redemption provisions, if any described herein. If less than all of a maturity of the Series 2021 Bonds is to be redeemed, the Issuer shall select the Series 2021 Bonds to be redeemed, from the Outstanding Series 2021 Bonds of such maturity and series not previously called for redemption, in proportion as nearly practicable to the principal amounts of the Series 2021 Bonds of such maturity and series owned by each Owner, subject to the Authorized Denominations applicable to the Series 2021 Bonds. In such event, the Series 2021 Bonds to be redeemed will be determined by the Issuer, using such method as it deems fair and appropriate.

If the Series 2021 Bonds of any series are registered in book-entry-only form and so long as DTC or a successor securities depository is the sole registered Owner of the Series 2021 Bonds of such series, redemptions and partial redemptions will be done in accordance with DTC procedures. It is the Issuer's intent that redemption allocations made by DTC be made in accordance with these same proportional provisions. However, the Issuer has no duty to assure and can provide no assurance that DTC will allocate redemptions among Beneficial Owners on such a proportional basis. The portion of any registered Series 2021 Bonds of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or any integral multiple thereof.

Section 3.05. Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the records for the registration, transfer and exchange of the Series 2021 Bonds as provided in this Resolution to be kept by the Paying Agent which is hereby constituted and appointed the Paying Agent of the Issuer with respect to the Series 2021 Bonds. Upon surrender for transfer of any Series 2021 Bond at the Principal Corporate Trust Office of the Paying Agent, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Paying Agent and duly executed by the Owner or his attorney duly authorized in writing, the Issuer shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees a new Series 2021 Bond or bonds of Authorized Denominations of the same maturity for a like aggregate principal amount as the Series 2021 Bond surrendered for transfer. Series 2021 Bonds may be exchanged at the Principal Corporate Trust Office of the Paying Agent for a like aggregate principal amount of Series 2021 Bonds of other Authorized Denominations of the same maturity. The execution by the Issuer of any Series 2021 Bond of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Paying Agent shall thereby be authorized to authenticate and deliver such Series 2021 Bond. The Paying Agent shall not be required to transfer or exchange (a) any Series 2021 Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Series 2021 Bonds and ending at the close of business on the day such notice is mailed or (b) any Series 2021 Bond so selected for redemption in whole or in part after the mailing of notice calling such Series 2021 Bond or any portion thereof for prior redemption except the unredeemed portion of Series 2021 Bonds being redeemed in part.

Series 2021 Bonds surrendered for payment, redemption or exchange, and Series 2021 Bonds purchased from any moneys held by the Paying Agent hereunder or surrendered to the Paying Agent by the Issuer or the University, shall be promptly canceled and returned by the Paying Agent to the Issuer for retention and later destruction in accordance with the laws of the State.

The person in whose name any Series 2021 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal of or interest on any Series 2021 Bond shall be made only to or upon order of the Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond to the extent of the sum or sums so paid.

The Paying Agent shall require the payment by the Owner requesting exchange or transfer of Series 2021 Bonds of any tax or other governmental charge required to be paid with

respect to such exchange or transfer and such charges shall be paid before such new Series 2021 Bonds shall be delivered.

Section 3.06. Transfer. The Series 2021 Bonds may be transferred by an assignment duly executed by the Owner thereof or its attorney duly authorized in writing, and filed with the Paying Agent, and the Owner thereof may, to the extent permitted by law, sell participations in its Series 2021 Bonds; provided that if the Series 2021 Bonds are sold pursuant to a private placement or direct placement, the Series 2021 Bonds shall always be registered in the name of one owner and; provided, further, that if the Series 2021 Bonds are sold pursuant to a private placement or direct placement, the Series 2021 Bonds may only be transferred to an entity which is a bank as defined in Section 3(a)(2) of the Securities Act, an “accredited investor” as defined in Rule 501 of Regulation D under the Securities Act of 1933 or a “qualified institutional buyer” pursuant to Section 15 of the Securities Exchange Act of 1934, and which transferee has executed and delivered a “Purchaser letter” in the form attached to the Bond Purchase Agreement. In case of any initial transfer, the Purchaser shall give the Issuer and the Paying Agent written notice of the name and address of the transferee. In the case of any subsequent transfer by an Owner, such Owner shall effect such transfer by surrendering its Series 2021 Bond, accompanied by delivery of a duly executed written instrument of transfer or exchange, to the Issuer and the Paying Agent, together with an executed “Purchaser letter” in the form attached to the Bond Purchase Agreement. The Issuer shall execute a new Series 2021 Bond of the same aggregate principal amount and terms to the new Owner thereof, and the Issuer shall cause the Paying Agent to authenticate and deliver the same to such Owner. The Series 2021 Bond surrendered pursuant to the provisions of this Section 3.06 after its delivery to the Issuer and the Paying Agent shall be cancelled by the Paying Agent upon the execution of the new replacement Series 2021 Bond, and the same shall not be redelivered and shall be disposed of as directed by the Issuer. The person in whose name the Series 2021 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Series 2021 Bond shall be made by the Issuer only to or upon the written order of the Owner thereof or its legal representatives, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2021 Bond to the extent of the sum or sums so paid.

In each case of such transfer, the Issuer shall require the payment by the Owner requesting transfer of any tax or other governmental charge required to be paid with respect to such transfer, as well as printing, typing or copying costs and any other expenses incurred by the Issuer or the Paying Agent, if any.

Notwithstanding anything contained herein to the contrary, if the Series 2021 Bonds are publicly offered, the provisions of Section 3.11 hereof shall be followed with respect to the registration and transfer of the Series 2021 Bonds.

Section 3.07. Filing Manual Signatures. Pursuant to Section 21-17-418(c) of the University Securities Law and to W.S. 16-2-101 through W.S. 16-2-103, the President, Treasurer and Secretary of the Issuer and the Treasurer of the University shall each forthwith file with the Secretary of the State his or her manual signature certified by him or her under oath if any of the Series 2021 Bonds are executed with the facsimile signature of any such person.

Section 3.08. Execution of Series 2021 Bonds. Each Series 2021 Bond shall be executed in the name and on behalf of the Issuer, shall be signed with the facsimile or manual signature of the President of the Issuer, attested by the facsimile or manual signature of the Secretary of the Issuer, and countersigned by the facsimile or manual signature of the Treasurer of the Issuer. The seal of the Issuer shall be printed, engraved, stamped or otherwise placed on each Series 2021 Bond. The Treasurer of the University shall by facsimile or manual signature endorse a certificate upon each Series 2021 Bond that the same is issued pursuant and according to law, does not exceed any lawful debt limit of the Issuer, and does not constitute an indebtedness within the meaning of any constitutional or statutory provision or limitation, and the seal of the Issuer shall be printed, engraved, stamped or otherwise placed on said certificate on each of the Series 2021 Bonds. The President of the Issuer, Secretary of the Issuer and Treasurer of the Issuer and the Treasurer of the University shall, by the execution of a signature certificate, adopt as and for their signatures any facsimiles thereof which appear on the Series 2021 Bonds.

Section 3.09. Use of Predecessor's Signature. The Series 2021 Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the Issuer, notwithstanding that before the delivery thereof and payment therefor any or all of the individuals whose signatures appear thereon shall have ceased to fill their respective offices. Each of the President of the Issuer, the Secretary of the Issuer and the Treasurer of the Issuer and the Treasurer of the University, at the time of the execution of a signature certificate pertaining to the Series 2021 Bonds by each of those officers, may adopt as and for his own manual or facsimile signature the manual or facsimile signature of his predecessor in office if such manual or facsimile signature appears upon any of the Series 2021 Bonds.

Section 3.10. Bond Form. Subject to the provisions of this Resolution, each Series 2021 Bond shall be in substantially the form set forth in Exhibit A to this Resolution, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.11. Book-Entry System.

(a) The Series 2021 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021 Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Series 2021 Bond shall be registered in the registration records kept by the Paying Agent in the name of Cede & Co., as nominee of DTC. Except as provided in Section 3.11(c) hereof, all of the Outstanding Series 2021 Bonds shall be registered in the registration records kept by the Paying Agent in the name of Cede & Co., as nominee of DTC.

(b) With respect to Series 2021 Bonds registered in the registration records kept by the Paying Agent in the name of Cede & Co., as nominee of DTC, the Issuer and Paying Agent shall have no responsibility or obligation to broker-dealers, banks or other financial institutions (the "Participants") from time to time for which DTC holds the Series 2021 Bonds as securities depository, or to any person on behalf of which a

Participant holds an interest in the Series 2021 Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Series 2021 Bonds; (ii) the delivery to any Participant or any other person, other than a Bondholder, as shown in the registration records kept by the Paying Agent, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, except as otherwise specifically provided herein; or (iii) the payment to any Participant or any other person, other than a Bondholder, as shown in the registration records kept by the Paying Agent, of any amount with respect to principal of, premium, if any, or interest on the Series 2021 Bonds. The Issuer and the Paying Agent may treat and consider the person in whose name each Series 2021 Bond is registered in the registration records kept by the Paying Agent as the absolute owner of such Series 2021 Bond, for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2021 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bond, for the purpose of registering transfers with respect to such Series 2021 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal, premium, if any, and interest on the Series 2021 Bonds only to or upon the order of the respective Bondholders, as shown in the registration records kept by the Paying Agent, or their respective attorneys duly authorized in writing, as provided in this Resolution, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the registration records kept by the Paying Agent, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant hereto. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to Record Dates, the word "Cede & Co." herein shall refer to such new nominee of DTC.

(c) DTC may determine to discontinue providing its services with respect to the Series 2021 Bonds at any time by giving notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; and the Issuer, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2021 Bonds if the Issuer determines that DTC is unable to discharge its responsibilities with respect to the Series 2021 Bonds, or a continuation of the requirement that all of the Series 2021 Bonds be registered in the registration records kept by the Paying Agent in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of the Series 2021 Bonds. Upon the termination of the services of DTC with respect to the Series 2021 Bonds or upon the discontinuance or termination of the services of DTC with respect to the Series 2021 Bonds after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to undertake such functions upon reasonable and customary terms, the Issuer is obligated to deliver Series 2021 Bond certificates to the beneficial owners of the Series 2021 Bonds at the expense of such beneficial owners, and the Series 2021 Bonds

shall no longer be restricted to being registered in the registration records kept by the Paying Agent in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2021 Bonds shall designate, in accordance with the provisions of this Resolution.

(d) The Issuer and the Paying Agent shall endeavor to cooperate with DTC or any successor or new depository named pursuant to this Section 3.11 in effectuating payment of the principal of, premium, if any, and interest on the Series 2021 Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

ARTICLE IV

USE OF BOND PROCEEDS

Section 4.01. Bond Delivery. After the Series 2021 Bonds have been duly executed, authenticated and registered as provided herein, the Issuer shall cause the Series 2021 Bonds to be delivered to the Purchaser. The Purchaser, any agent thereof, and any subsequent Owner shall in no manner be responsible for the application or disposal by the Trustees of the proceeds derived from the sale of the Series 2021 Bonds.

Section 4.02. Disposition of Bond Proceeds. The proceeds of the Series 2021 Bonds, upon the receipt thereof, shall be accounted for in the following manner and priority and are hereby pledged therefor:

(a) **Bond Fund.** First, there shall be credited to the Bond Account(s) created within the Bond Fund or heretofore created and hereby ordered to be continued, all moneys received, if any, as accrued interest on the respective series of Series 2021 Bonds from their sale by the Issuer from the date of the Series 2021 Bonds to the date of their delivery to the Purchaser, and any premium from such sale, to apply to the payment of interest on the respective series of Series 2021 Bonds in accordance with Section 5.05 hereof.

(b) **2021 Project Fund.** Second, an amount of Series 2021 Bond proceeds as provided for in the Pricing Certificate of such designated series of Series 2021 Bonds shall be deposited within the fund hereby created and to be known as the “University of Wyoming, Facilities Revenue Bonds, Series 2021 Project Fund” (the “2021 Project Fund”);

(c) **Escrow Account.** Third, proceeds derived from the sale of the Series 2021 Bonds, except as herein otherwise expressly provided, shall be deposited as provided for in the Pricing Certificate into a separate escrow account, which account is created, designated and shall be under the control of the Escrow Agent in accordance with the terms of the Escrow Agreement, an amount sufficient, together with any other moneys available therefor, to establish any initial cash balance remaining uninvested and to buy the federal securities designated in the Escrow Agreement for purchase by the Issuer and

credit to the Escrow Account with the Escrow Agent, for the payment of a portion of the Refunded Bonds, pursuant to the Escrow Agreement.

(d) ***Series 2021 Expense Fund.*** Fourth, on the Issue Date, a portion of the proceeds of the Series 2021 Bonds shall be deposited to the Series 2021 Expense Fund, or any account therein, as provided for in the Pricing Certificate, which Series 2021 Expense Fund shall be held and created by the Paying Agent, and used to pay Costs of Issuance of the Series 2021 Bonds. Any moneys remaining in the Series 2021 Expense Fund six months after the Issue Date shall be transferred to the Bond Fund.

Section 4.03. Use of the 2021 Project Fund. The moneys in the 2021 Project Fund, and such accounts established therein under Section 4.02(b) of this Resolution, except as otherwise expressly provided, shall be used and paid out solely for the purpose of paying costs of the Series 2021 Improvement Project as permitted in the 2021 Project Act, and all such incidental expenses as may be necessary or incidental to the project and the placing of the same in operation.

Section 4.04. Application of 2021 Project Fund. The moneys in the 2021 Project Fund, and such accounts established therein under Section 4.02(b) of this Resolution, except as herein otherwise expressly provided, shall be disbursed and withdrawn from the 2021 Project Fund for the Series 2021 Improvement Project or to pay the incidental expenses of the Series 2021 Improvement Project only upon warrants or checks drawn or signed by the Treasurer of the University.

Section 4.05. Completion of the Series 2021 Improvement Project. When the Series 2021 Improvement Project shall have been completed in accordance with the relevant plans and specifications and all amounts due therefore, and all incidental expenses of the Series 2021 Improvement Project shall have been paid, or for which full provision shall have been made, the Treasurer of the University shall cause all surplus moneys remaining in the 2021 Project Fund, and such accounts established therein under Section 4.02(b) of this Resolution, if any, except for any moneys which may be designated by the Treasurer of the University to be retained to pay any unpaid costs or contingent obligations, to be transferred to the respective accounts of the Bond Fund to pay debt service on or redeem to the extent of any remaining balance of such moneys the applicable series of the Series 2021 Bonds to the extent permitted by the Tax Compliance Certificate.

Section 4.06. Maintenance of the Escrow Account. The Escrow Account shall be maintained by the Escrow Agent in an amount at the time of the initial deposits therein and at all times subsequent at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in federal securities, to pay the principal of, premium, if any, and interest due in connection with the refunding of the Refunded Bonds, both accrued and not accrued, as the same become due, whether at maturity or upon prior redemption thereof as set in the Escrow Agreement.

Section 4.07. Use of Escrow Account.

(a) Moneys shall be withdrawn by the Escrow Agent from the Escrow Account in sufficient amounts and at such times as may be necessary to permit the

payment, without default, of the principal of and premium, if any, and interest due on the Refunded Bonds as provided in the Escrow Agreement.

(b) Any moneys remaining in the Escrow Account after provision shall have been made for the payment in full of the Refunded Bonds shall be applied to any lawful purpose as the Issuer may direct.

Section 4.08. Insufficiency of Escrow Account. If for any reason the amounts in the Escrow Account shall at any time be insufficient for the purpose of Section 4.02 hereof, the Issuer shall forthwith, from the first moneys legally available therefore, deposit in such account such additional moneys derived from Net Pledged Revenues as shall be necessary to permit the payment in full of the principal of, premium, if any, and interest due in connection with the Series 2021 Bonds, as herein provided.

Section 4.09. Purchaser Not Responsible. The Purchaser of the Series 2021 Bonds, any associates thereof, and any subsequent Owner of the Series 2021 Bonds shall in no manner be responsible for the application or disposal by the Issuer or by any of the officers, agents and employees of the Issuer or the University of the moneys derived from the sale of the Series 2021 Bonds or of any other moneys herein designated.

ARTICLE V

ADMINISTRATION OF AND ACCOUNTING FOR PLEGGED REVENUES

Section 5.01. Pledge Securing Bonds. Subject only to the right of the Issuer to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses as herein provided, the Gross Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any account under this Article other than the Rebate Account or under Section 4.02 hereof is hereby pledged to secure the payment of the Bond Requirements of the Series 2021 Bonds. This pledge shall be valid and binding from and after the date of delivery of the Series 2021 Bonds, and such moneys, as received by the Issuer and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Issuer (except Parity Bonds), and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such parties have notice thereof.

Section 5.02. Income Fund Deposits. So long as any of the Series 2021 Bonds shall be Outstanding, as to any Bond Requirements, the entire Gross Pledged Revenues, including Federal Direct Payments, upon their receipt from time to time by the Issuer, shall be set aside and credited immediately to the Income Fund heretofore created and hereby ordered to be continued. Any moneys received from any source other than Gross Pledged Revenues for the payment of Operation and Maintenance Expenses, or any part thereof, or for any other purpose for which the moneys accounted for in the Income Fund may be used, may be deposited into the Income Fund for such purpose or use.

Section 5.03. Administration of Income Fund. So long as any of the Series 2021 Bonds shall be Outstanding, as to any Bond Requirements, the payments shall be made from the Income Fund as provided herein in Sections 5.04 through 5.12, in such order.

Section 5.04. Operation and Maintenance Expenses. A first charge on the Income Fund, from time to time not less infrequently than semiannually each Fiscal Year, there shall be set aside in and credited to the Operation and Maintenance Fund heretofore created and hereby ordered to be continued, moneys sufficient, together with any other moneys available therefor, to pay Operation and Maintenance Expenses as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be transferred to the Income Fund and shall be used for the purposes thereof, as herein provided.

Section 5.05. Bond Fund Payments.

(a) Pursuant to Section 4.02(a) hereof, there shall be established within the Bond Fund, the bond accounts reflecting the respective series of Series 2021 Bonds. The moneys credited to each account of the Bond Fund under this Section 5.05 shall be used on a pro rata basis to pay the principal of and interest on the respective series of Outstanding Series 2021 Bonds and other Parity Bonds as the same become due. The University shall comply with the provisions of the MOU, the Supplemental Coverage Program Agreement and the Paying Agent Agreement pertaining to the timing of payments.

(b) Subject to the aforesaid provisions, from any moneys remaining in the Income Fund, i.e., from the Net Pledged Revenues, there shall be credited to the respective accounts within the Bond Fund heretofore created and hereby continued the following amounts:

(i) ***Interest Payments.*** Five Business Days prior to each Interest Payment Date, an amount necessary, together with any other moneys from time to time available therefor from whatever source, including, without limitation, the moneys, if any, provided in Section 4.02(a) hereof, to pay the maturing installment of interest on the respective series of Outstanding Series 2021 Bonds becoming due on such date and five Business Days prior to each interest payment date with respect to any other Outstanding Parity Bonds, the amount necessary to pay the maturing installments of interest on such Parity Bonds, except to the extent any other moneys are available therefor.

(ii) ***Principal Payments.*** Five Business Days prior to each principal payment date, an amount necessary, together with any other moneys from time to time available therefor from whatever source, to pay the maturing installment of principal of the respective series of Outstanding Series 2021 Bonds, and five Business Days prior to each principal payment date with respect to any other Outstanding Parity Bonds, the amount necessary to pay the maturing installments of principal whether at maturity or on a redemption date of such Parity Bonds, except to the extent any other moneys are available therefor.

Section 5.06. Reserve Fund Payments. The Series 2010 Bonds, the Series 2011 Bonds, the Series 2012 Bonds, the Series 2016 Bonds and the Series 2021 Bonds shall not be secured by any reserve fund. Concurrently with the payments into the Bond Fund required by Section 5.05 hereof, there shall be credited, on a pro rata basis, to any reserve fund that may be created for the issuance of Additional Bonds secured by a reserve fund (collectively, the “Reserve Funds”), an amount sufficient to accumulate, together with any other moneys from any other source available therefor, and to maintain the Reserve Funds as a continuing reserve in an amount not less than the appropriate reserve requirement for any of the Parity Bonds (other than the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds, Series 2016 Bonds and the Series 2021 Bonds) covered thereby (collectively, the “Reserve Requirements”) to meet possible deficiencies in the Bond Fund. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Funds (or any other issuer of any Surety Bond with respect to any Parity Bonds secured by the Reserve Funds) pro rata, based upon the aggregate principal amount of any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this section. No payment need be made into the Reserve Funds so long as the moneys therein shall equal not less than the appropriate Reserve Requirement for any of the Parity Bonds covered thereby. The moneys in the Reserve Funds shall be accumulated, and, if necessary reaccumulated, and maintained as a continuing reserve to be used only to prevent deficiencies in the payment of the Bond Requirements of the Parity Bonds (excluding the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds, Series 2016 Bonds and Series 2021 Bonds) resulting from the failure to deposit into the Bond Fund sufficient funds to pay such Bond Requirements as the same accrue. No payment need be made by the Issuer into the Reserve Funds if the Issuer has secured a Surety Bond to fully fund the Reserve Requirements. Any Surety Bond deposited to the credit of the Reserve Funds shall be valued at the amount available to be drawn or otherwise paid pursuant to such Surety Bond at the time of calculation.

Amounts contained in the Reserve Funds and any Surety Bond used to satisfy the Reserve Requirements shall be utilized solely to pay the Bond Requirements on the Parity Bonds. Should any deficiency exist in the Bond Fund, all cash held in the Reserve Funds shall be withdrawn, up to the amount of the deficiency, prior to any payment being made under any Surety Bond. In the event of withdrawal of cash or payment under any Surety Bond to pay the Bond Requirements on the Parity Bonds, the Issuer shall either (a) replenish the Reserve Funds as required by Section 5.08 hereof or (b) reinstate the Surety Bond to the Reserve Requirements within one year of the date of payment on the Surety Bond, or any combination of (a) and (b) so that cash and any amounts remaining available for payment under the Surety Bond will be at least equal to the Reserve Requirements. To the extent any Surety Bond or bonds are to be reinstated, such reinstatement shall occur prior to the replenishment of any cash withdrawn from the Reserve Funds to pay the Bond Requirements.

Section 5.07. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Funds if the amount in the Bond Fund and the moneys in the Reserve Funds total a sum at least equal to the entire amount of the Outstanding Parity Bonds, as to all Bond Requirements, to their respective maturities, or to any redemption date on which the Issuer shall have exercised or shall have obligated itself to exercise its option to redeem prior to their respective maturities any Parity Bonds, and interest both accrued and not accrued, in which case

moneys in those accounts in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities pursuant to Article VI hereof from the time of such investment or deposit to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond Requirements shall be used together with any such gain from investments and deposits solely to pay such Bond Requirements as the same become due; and any moneys in excess thereof in those accounts and any other moneys derived from the Gross Pledged Revenues may be used in any lawful manner determined by the Issuer.

Section 5.08. Defraying Delinquencies. If at any time the Issuer shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time firstly from the appropriate Reserve Fund or secondly pursuant to payments under the Surety Bond of any issuer, pro rata, in an amount equal to amounts resulting from the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. The money so used shall be replaced within one year from the revenues thereafter received from the Gross Pledged Revenues not required to be otherwise applied by Sections 5.04 through 5.06 hereof. The moneys in the Bond Fund and any reserve fund established for a series of Additional Bonds shall be used solely and only for the purpose of paying the Bond Requirements of the Additional Bonds, respectively; but any moneys at any time in excess of the Reserve Requirements in the respective Reserve Funds may be withdrawn therefrom, transferred from time to time to the Bond Fund, and used for the redemption of the Parity Bonds as they become due at maturity, on any payment date, or as they otherwise are made available for payment by purchase in the open market or otherwise; and also any moneys in the Bond Fund and in the Reserve Funds in excess of accrued and unaccrued Bond Requirements to the respective maturities or designated redemption date of the Outstanding Parity Bonds may be used in any lawful manner as provided in Section 5.07 hereof.

Section 5.09. Capital Fund Payments. Such Capital Fund Payments are required by the Series 2010 Bond Resolution, Series 2011 Bond Resolution, Series 2012 Bond Resolution and Series 2016 Bond Resolution, provided, however, after such Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are no longer Outstanding, such fund will not be required and payments shall not be required under this Resolution.

Subject to the aforesaid provisions, from any moneys remaining in the Income Fund, there annually shall continue to be set aside and credited to the Capital Fund heretofore created and hereby ordered to be continued, not less frequently than annually by the last day of each Fiscal Year, an amount at least equal to 2% of the Net Pledged Revenues for the next preceding Fiscal Year, or such greater amounts as the Issuer may determine, to accumulate, to reaccumulate and to maintain the Capital Fund as a continuing reserve in an amount of not less than \$500,000 (the "Minimum Capital Reserve"). No payment need be made into the Capital Fund so long as the moneys therein shall equal not less than the Minimum Capital Reserve. Moneys accounted for in that account, as may be determined from time to time by the Issuer, but subject to any limitations herein or in any other contract pertaining to such account, may be withdrawn in such priority for one, all or any combination of the following:

(a) **Capital Costs.** To pay the costs of constructing or otherwise acquiring any betterments, enlargements, extensions, or any other improvements of the Facilities, or any part thereof, authorized by law.

(b) **Major Maintenance Costs.** To pay the costs of extraordinary and major repairs, renewals, replacements, or maintenance items pertaining to any properties of the Facilities of a type not recurring annually or at shorter intervals and not defrayed as Operation and Maintenance Expenses.

(c) **Operation and Maintenance Expenses.** To defray Operation and Maintenance Expenses, if such payment is necessary to prevent any default in the payment of such expenses, or otherwise.

(d) **Securities Requirements.** To pay any Parity Bonds if such payment is necessary to prevent any default in the payment of such securities, or otherwise.

In any Fiscal Year, regardless of whether at any time theretofore the Minimum Capital Reserve has been fully accumulated in the Capital Fund, if there shall be accounted for therein an amount which is less than the Minimum Capital Reserve, there shall be set aside and credited to the Capital Fund not less infrequently than annually by the last day of the Fiscal Year an amount at least equal during the Fiscal Year to 2% of the Net Pledged Revenues for the next preceding Fiscal Year, or a sufficient amount so that the moneys accounted for in the Capital Fund shall equal then not less than the Minimum Capital Reserve, at the option of the Issuer, whichever is less.

Section 5.10. Rebate Account. Subject to the foregoing provisions, but subsequent to the payments required by Sections 5.04 through 5.09 hereof, money remaining in the Income Fund shall be used by the Issuer to make deposits to the Rebate Account heretofore created and hereby ordered to be continued at the times and in the amounts specified in the Tax Compliance Certificate, to the extent necessary to comply with the Issuer's covenant under Section 8.29 hereof. Amounts on deposit in the Rebate Account shall not be subject to the lien and pledge of this Resolution to the extent that such amounts are required to be paid to the United States Treasury. The Issuer shall cause amounts on deposit in the Rebate Account to be forwarded to the United States Treasury, at the address provided in the Tax Compliance Certificate, at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Account are insufficient for the purposes thereof, the Issuer shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 5.07 hereof, from the Reserve Funds and the Bond Fund. Upon receipt by the Issuer of an opinion of nationally recognized municipal bond counsel to the effect that the amount in the Rebate Account is in excess of the amount required to be contained therein, such excess may be transferred to the Income Fund.

Section 5.11. Payment of Additional Subordinate Securities. Subject to the aforesaid provisions, but subsequent to the payments required by Sections 5.04 through 5.10 hereof, any moneys remaining in the Income Fund may be used by the Issuer for the payment of Bond Requirements of subordinate bonds or other subordinate securities hereafter authorized to be

issued in accordance with Article VII hereof, including reasonable reserves therefor and for rebate of amounts to the United States Treasury with respect to such subordinate securities, as the same accrue.

Section 5.12. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 5.04 through 5.11 hereof are made, any remaining Net Pledged Revenues in the Income Fund may be used at the end of any Fiscal Year or whenever in any Fiscal Year there shall have been credited to the Bond Fund, the Reserve Funds, and each reserve account pertaining to any subordinate securities and to the Capital Fund and the Rebate Account all amounts required to be deposited in those special accounts for all of that Fiscal Year, both accrued and thereafter becoming due in the balance of the Fiscal Year, as the Issuer may determine.

ARTICLE VI

GENERAL ADMINISTRATION

Section 6.01. Administration of Accounts. The special accounts designated in Articles IV and V hereof shall be administered as provided in this Article VI.

Section 6.02. Places and Times of Deposits. Each of such special accounts (other than each account terminated pursuant to this Resolution, if any, after the withdrawal of all moneys accounted for in the account and its termination) shall be maintained as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts (except for any moneys accounted for in the Government Royalty Fund or the University Account within the Permanent Land Income Fund and held by the State Treasurer for the benefit of the University) shall be in one or more bank accounts in a Commercial Bank or Commercial Banks as determined and designated by the Treasurer of the University except as otherwise expressly stated herein. Nothing herein prevents the commingling of moneys accounted for in any two or more book accounts pertaining to the Facilities, Gross Pledged Revenues, proceeds of securities or other moneys in any bank account or investment in Federal Securities. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Notwithstanding any other provision herein to the contrary, moneys shall be deposited as set forth in the MOU, Supplemental Program Agreement and the Paying Agent Agreement at least five Business Days prior to each interest payment date herein designated sufficient in amount to pay the Bond Requirements becoming due on the Outstanding Series 2021 Bonds and other Parity Bonds and other securities payable from Net Pledged Revenues.

Section 6.03. Investment of Moneys. Any moneys in such special accounts and not needed for immediate use, and for which provision has not been otherwise made herefor, may be invested or reinvested by or at the direction of the Treasurer of the University:

(a) For all purposes, including defeasance investments in refunding escrow accounts, the following obligations are allowed to be used:

(i) Cash (insured at all times by the Federal Deposit Insurance Corporation);

(ii) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

- U.S. treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

(b) For all purposes other than defeasance investments in refunding escrow accounts, the following obligations are allowed to be used:

(i) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(ii) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)

- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies.

(iii) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(v) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

(vi) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(B) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (a)(ii) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(vii) Municipal Obligations rated "Aaa/AAA" or general obligations of a state with a rating of "A2/A" or higher by both Moody's and S&P;

(viii) Investment agreements or repurchase agreements (supported by appropriate opinions of counsel); and

(c) The value of the above investments shall be determined as follows:

(i) For the purpose of determining the amount in any fund, all investments credited to such fund shall be valued at fair market value. The Paying Agent shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, Merrill Lynch, Salomon Smith Barney, or Bear Stearns;

(ii) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon; and

(iii) As to any investment not specified above: the value thereof established by prior agreement among the Issuer and the Paying Agent.

Section 6.04. Meaning of Mature. For the purpose of any such investment or reinvestment, securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 6.05. Accounting for Investments. The securities so purchased as an investment or reinvestment of moneys in any such book account shall be deemed at all times to be a part of the account. Except as herein otherwise provided, any interest or other gain in any book account from any investments and reinvestments in securities and from any deposits of moneys in a Commercial Bank pursuant to this Article shall be credited to the account, and any loss in any book account resulting from any such investments and reinvestments in securities and from any such deposits in a Commercial Bank shall be charged or debited to the account. No loss or profit in any account on any investments or reinvestments in securities or any certificates of deposit shall be deemed to take place as a result of fluctuations in the market quotations of the securities or the certificates of deposit prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, securities and certificates of deposit shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation) and other bank deposits shall be valued at the amounts deposited, exclusive of any accrued interest or any other gain to the Issuer until such gain is realized by the presentation of matured coupons for payment, or otherwise. The expenses of purchase, safekeeping, sale and all other expenses incident to any investment or reinvestment of moneys pursuant to this Article shall be accounted for as Operation and Maintenance Expenses.

Section 6.06. Redemption or Sale of Investment Securities. The Treasurer of the University shall present for redemption or sale on the prevailing market at the best price obtainable any securities so purchased as an investment or reinvestment of moneys in any account whenever it shall be necessary so to do in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Treasurer of the University nor any other officer of the Issuer shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Resolution.

Section 6.07. Character of Funds. The moneys in the Bond Fund shall consist either of lawful money of the United States, Federal Securities or other securities to the extent permitted by law including, but not limited to, money market funds or proprietary funds of a Commercial Bank as permitted by Section 6.03 hereof. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Section 6.02 hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 6.08. Accelerated Payments. Nothing herein prevents the accumulation in any account herein designated of any monetary requirements at a faster rate than the rate or minimum rate provided therefor in Article V, as the case may be; but no payment shall be so accelerated if such acceleration shall cause the Issuer to default in the payment of any obligation of the Issuer pertaining to the Gross Pledged Revenues or the Facilities. Nothing herein requires, in connection with the Gross Pledged Revenues received in any Fiscal Year, the accumulation in any account for the payment in the Bond Year of Bond Requirements due in connection with any series of bonds or other securities payable from the Net Pledged Revenues and herein or hereafter authorized, in excess of such Bond Requirements due in such Bond Year, or of any reserves required to be accumulated and maintained therefor, and of any existing deficiencies, and payable from such account, as the case may be, except as may be otherwise provided herein.

Section 6.09. Payment of Securities Requirements. The moneys credited to any account designated in Article V hereof for the payment of the Bond Requirements due in connection with any series of bonds or other securities payable from the Net Pledged Revenues shall be used, without requisition, voucher, warrant or further order or authority other than is contained herein, or any other preliminaries, to pay promptly the Bond Requirements payable from such account as such securities become due, upon the respective redemption dates, if any, on which the Issuer is obligated to pay such securities, or upon the respective interest payment and maturity dates of such securities, as provided therefor herein or otherwise, except to the extent any other moneys are available therefor.

Section 6.10. Payment of Redemption Premiums. Notwithstanding any other provision herein, this instrument requires the accumulation in any account designated in Article V hereof for the payment of any series of bonds or other securities payable from the Net Pledged Revenues of amounts sufficient to pay not only the principal thereof and interest thereon but also the prior redemption premiums due in connection therewith, as the same become due, whenever the Issuer shall have exercised or shall have obligated itself to exercise a prior redemption option pertaining thereto, except to the extent provision is otherwise made therefor, if any prior redemption premium is due in connection therewith. In such event moneys shall be deposited into such account in due season for the payment of all such Bond Requirements without default as the same become due.

ARTICLE VII

LIENS AND ADDITIONAL SECURITIES

Section 7.01. First Lien Bonds. The Series 2021 Bonds constitute an irrevocable first lien but not necessarily an exclusive first lien upon the Net Pledged Revenues on a parity with the lien thereon of the other Parity Bonds.

Section 7.02. Equality of Parity Bonds. The Series 2021 Bonds and any other Parity Bonds are equitably and ratably secured by a first lien on the Net Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Series 2021 Bonds and any other such Parity Bonds, it being the intention of the Issuer that there shall be no priority among the Series 2021 Bonds and any such other Parity Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 7.03. Issuance of Parity Securities.

(a) While the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are Outstanding, nothing herein, subject to the limitations stated in Section 7.08 hereof, prevents the issuance by the Issuer of Additional Bonds payable from the Net Pledged Revenues and constituting a first lien thereon on a parity with, but not prior nor superior to, the first lien thereon of the Series 2021 Bonds, nor prevents the issuance of Additional Bonds refunding all or a part of the Parity Bonds; but before any such Additional Bonds are authorized or actually issued (excluding any refunding Additional Bonds other than any securities refunding subordinate bonds or other subordinate securities as permitted in Section 7.05 hereof):

(i) ***Absence of Default.*** At the time of the adoption of the supplemental instrument authorizing the issuance of the Additional Bonds as provided in Section 7.08 hereof, the Issuer shall not be in default in making any payments required by Sections 5.04 through 5.08 hereof.

(ii) ***Historic Earnings Test.*** The Net Pledged Revenues derived in the Fiscal Year immediately preceding the date of the issuance of such Additional Bonds shall have been at least sufficient to pay an amount equal to 130% of the Combined Maximum Annual Principal and Interest Requirements with respect to the Parity Bonds to be paid during any one Bond Year in which the then Outstanding Parity Bonds and the Additional Bonds proposed to be issued (excluding any reserves therefor) are Outstanding, except as hereinafter otherwise expressly provided. For purposes of this test, Net Pledged Revenues shall be determined after considering payments of Bond Requirements with respect to subordinate securities in such Bond Year as Operation and Maintenance Expenses.

(iii) ***Adjustment of Pledged Revenues.*** In any computation of such earnings test as to whether or not Additional Bonds may be issued as provided in

subsection (b) of this Section, the amount of the Gross Pledged Revenues for the next preceding Fiscal Year shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an independent accountant resulting during the Fiscal Year following the completion of the betterments of, enlargements of, extensions of, and other improvements to the Facilities or any one or combination thereof, to be acquired wholly or in part with all or a portion of the proceeds of such Additional Bonds, to the extent of the estimated gain or loss in revenues from the use of such additional Facilities, after appropriate provision is made for the payment of the Operation and Maintenance Expenses pertaining thereto; but if additional housing Facilities are so to be acquired, such estimate shall not be computed on the basis of more than 80% occupancy.

(iv) ***Reduction of Annual Requirements.*** The respective annual Bond Requirements (including as such a requirement the amount of any prior redemption premiums due on any redemption date as of which the Issuer shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of bonds for payment then) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Bond Years with moneys held in trust or in escrow for that purpose, by any Trust Bank located within or without the State, including the known minimum yield from any investment in Federal Securities.

(b) When the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are each no longer Outstanding, nothing herein, subject to the limitations stated in Section 7.08 hereof, prevents the issuance by the Issuer of Additional Bonds payable from the Net Pledged Revenues and constituting a first lien thereon on a parity with, but not prior nor superior to, the first lien thereon of the Series 2021 Bonds, nor prevents the issuance of Additional Bonds refunding all or a part of the Parity Bonds; but before any such Additional Bonds are authorized or actually issued (excluding any refunding Additional Bonds other than any securities refunding subordinate bonds or other subordinate securities as permitted in Section 7.05 hereof):

(i) ***Absence of Default.*** At the time of the adoption of the supplemental instrument authorizing the issuance of the Additional Bonds as provided in Section 7.08 hereof, the Issuer shall not be in default in making any payments required by Sections 5.04 through 5.08 hereof.

(ii) ***Historic Earnings Test.*** The Net Pledged Revenues derived in the Fiscal Year immediately preceding the date of the issuance of such Additional Bonds shall have been at least sufficient to pay an amount equal to 110% of the Combined Maximum Annual Principal and Interest Requirements with respect to the Parity Bonds to be paid during any one Bond Year in which the then Outstanding Parity Bonds and the Additional Bonds proposed to be issued (excluding any reserves therefor) are Outstanding, except as hereinafter otherwise expressly provided. For purposes of this test, Net Pledged Revenues shall be determined after considering payments of Bond Requirements with respect to

subordinate securities in such Bond Year as Operation and Maintenance Expenses.

(iii) ***Adjustment of Pledged Revenues.*** In any computation of such earnings test as to whether or not Additional Bonds may be issued as provided in subsection (b) of this Section, the amount of the Gross Pledged Revenues for the next preceding Fiscal Year shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an independent accountant resulting during the Fiscal Year following the completion of the betterments of, enlargements of, extensions of, and other improvements to the Facilities or any one or combination thereof, to be acquired wholly or in part with all or a portion of the proceeds of such Additional Bonds, to the extent of the estimated gain or loss in revenues from the use of such additional Facilities, after appropriate provision is made for the payment of the Operation and Maintenance Expenses pertaining thereto; but if additional housing Facilities are so to be acquired, such estimate shall not be computed on the basis of more than 80% occupancy.

(iv) ***Reduction of Annual Requirements.*** The respective annual Bond Requirements (including as such a requirement the amount of any prior redemption premiums due on any redemption date as of which the Issuer shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of bonds for payment then) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Bond Years with moneys held in trust or in escrow for that purpose, by any Trust Bank located within or without the State, including the known minimum yield from any investment in Federal Securities.

Section 7.04. Certification of Revenues—Additional Parity Securities. A written certification by an independent accountant that such annual revenues, when adjusted as hereinabove provided in Sections 7.03(a)(iii) and (iv) and Section 7.03(b)(iii) and (iv) hereof, are sufficient to pay said amounts, as provided in Section 7.03(a)(ii) and Section 7.03(b)(ii) hereof, shall be conclusively presumed to be accurate in determining the right of the Issuer to authorize, issue, sell and deliver Additional Bonds.

Section 7.05. Subordinate Securities Permitted. Nothing herein, subject to the limitations stated in Section 7.08 hereof, prevents the Issuer from issuing other additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Series 2021 Bonds and other Parity Bonds.

Section 7.06. Superior Securities Prohibited. Nothing herein permits the Issuer to issue Additional Bonds or other additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the first lien thereon of the Series 2021 Bonds.

Section 7.07. Issuance of Refunding Securities. At any time after the Series 2021 Bonds are issued and remain Outstanding, if the Issuer shall find it desirable to refund any Outstanding bonds or other Outstanding securities payable from and constituting a lien upon any Net Pledged

Revenues, such bonds or other securities, or any part thereof, may be refunded as provided in the University Securities Law.

Section 7.08. Supplemental Resolution. Additional Bonds or other additional securities payable from any Net Pledged Revenues shall be issued only after authorization thereof by an instrument of the Issuer stating the purpose or purposes of the issuance of such additional securities, directing the application of the proceeds thereof to such purpose or purposes, and determining the date, principal amount, maturity or maturities, interest payment dates, designation and numbers thereof, the maximum rate or the rate or rates of interest to be borne thereby, any prior redemption privileges of the Issuer with respect thereto, and other provisions thereof in accordance with this Resolution. All additional securities shall bear such date, shall bear such numbers and series designation, letters or symbols prefixed to their numbers distinguishing them from each other security, shall be payable at such place or places, may be subject to redemption prior to maturity on such terms and conditions, and shall bear interest at such rate or at such different or varying rates per annum and payable on such dates, as may be fixed by instrument or other document of the Issuer.

ARTICLE VIII

MISCELLANEOUS PROTECTIVE COVENANTS

Section 8.01. General. The Issuer hereby particularly covenants and agrees with the Owners of the Series 2021 Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following provisions and sections of this Article.

Section 8.02. Performance of Duties. The Issuer shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Facilities required by the Constitution and laws of the State and various instruments of the Issuer, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or the use of the Facilities, as herein provided, and the proper segregation of the proceeds of the Series 2021 Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor. The Issuer may contract with third parties to perform specified duties with respect to the Gross Pledged Revenues and the Facilities so long as such contract does not violate any other covenant set forth in this Resolution, including, without limitation, Section 8.29 hereof.

Section 8.03. Contractual Obligations. The Issuer shall perform all contractual obligations undertaken by it toward the sale of the Series 2021 Bonds by the Issuer and their purchase by the Purchaser, and any other agreements relating to the Series 2021 Bonds, the Gross Pledged Revenues, the Series 2021 Project or the Facilities, or any combination thereof, with any other persons.

Section 8.04. Further Assurances. At any and all times the Issuer shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver, and file or record all and every such further instrument, act, deed, conveyance, assignment, transfer, other document and

assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Net Pledged Revenues, other moneys pledged for the payment of the Series 2021 Bonds and other moneys and accounts hereby pledged or assigned, or intended so to be, or which the Issuer may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution and to comply with the Refunding Act and the University Securities Law. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Series 2021 Bond hereunder, against all claims and demands of all persons whomsoever.

Section 8.05. Conditions Precedent. Upon the date of issuance of any Series 2021 Bonds, all conditions, acts and things required by the Constitution or statutes of the State, including, without limitation, the Refunding Act, the University Securities Law, or this Resolution, to exist, to have happened and to have been performed precedent to or in the issuance of the Series 2021 Bonds shall exist, have happened, and have been performed; and the Series 2021 Bonds, together with all other obligations of the Issuer, shall not contravene any debt or other limitation prescribed by the State Constitution or statutes.

Section 8.06. Efficient Operation and Maintenance. The Issuer shall at all times operate, or cause to be operated, the Facilities properly and in a sound and economical manner; and the Issuer shall maintain, preserve and keep the same properly or cause the same so to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the Issuer in connection with the maintenance, repair and operation of the Facilities shall be reasonable and proper.

Section 8.07. Payment of Governmental Charges. The Issuer shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Facilities, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Facilities or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Issuer shall not create or suffer to be created any lien or charge upon the Facilities or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this Resolution for the payment of the Bond Requirements due in connection with the Series 2021 Bonds, and except as herein otherwise permitted. The Issuer shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Facilities, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the Issuer to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith.

Section 8.08. Protection of Security. The Issuer and the officers, agents and employees of the Issuer shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bond Requirements of the Parity Bonds.

Section 8.09. Prejudicial Action Prohibited. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Parity Bond might be prejudicially and materially impaired or diminished.

Section 8.10. Prompt Payment of Bonds. The Issuer shall promptly pay the Bond Requirements of every Series 2021 Bond at the places, on the dates, and in the manner specified herein according to the true intent and meaning hereof.

Section 8.11. Other Liens. Other than as provided herein or in the proceedings relating to the Outstanding Parity Bonds, there are no liens or encumbrances of any nature whatsoever on or against the Facilities, or any part thereof, or on or against the Net Pledged Revenues derived or to be derived.

Section 8.12. Corporate Existence. The Issuer shall maintain its corporate identity and existence so long as any of the Series 2021 Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Issuer and is obligated by law to operate and maintain the Facilities and to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Series 2021 Bond.

Section 8.13. Competing Facilities. As long as any of the Series 2021 Bonds remain Outstanding, the Issuer shall not grant any franchise or license to any competing facilities, so that the Gross Pledged Revenues shall not be sufficient to meet the minimum requirement of the rate maintenance covenant in Section 8.20 hereof.

Section 8.14. Loss From Condemnation. If any part of the Facilities is taken by the exercise of a power of eminent domain, the amount of any award received by the Issuer as a result of such taking shall be paid into the Capital Fund or another capital account pertaining to the Facilities for the purposes thereof, or shall be applied to the payment of the Outstanding Parity Bonds at maturity or prior thereto if the authorizing proceedings authorize the prior redemption of such securities, or held as a reserve for deposit subsequently into such a capital improvement account or for such prior redemption of securities or for both such deposit and such redemption, as the Issuer may determine.

Section 8.15. Competent Management. The Issuer shall employ experienced and competent management personnel for the Facilities, who shall have full control over the Facilities and shall operate the Facilities for the Issuer, subject to the reasonable control by and direction of the Issuer.

Section 8.16. Employment of Management Engineers. If the Issuer defaults in paying the Bond Requirements of the Series 2021 Bonds or any other securities payable from the Net Pledged Revenues promptly as the same fall due, or in the keeping of the covenant contained in Section 8.20 hereof, and if such default continues for a period of 60 days, or if the Net Pledged

Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Parity Bonds and any other securities, including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Resolution, payable from the Net Pledged Revenues in the Bond Year, the Issuer shall retain a firm of competent management engineers skilled in the operation of such Facilities to assist the management of the Facilities so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 8.17. Fidelity Bonds. Each official of the Issuer or other individual having custody of any Gross Pledged Revenues or of any other moneys pertaining to the Facilities, including, without limitation, bond proceeds, or responsible for the handling of such moneys, shall be bonded at all times in an amount of at least \$100,000, which bond shall be conditioned upon the proper application of such moneys but need not necessarily be limited thereto. The Issuer may provide a single corporate surety fidelity or blanket bond or equivalent commercial insurance covering the officials and individuals required to furnish individual bonds. The costs of each such bond or a reasonably allocated share of the costs of any such blanket bond or equivalent insurance shall be regarded and paid as Operation and Maintenance Expenses.

Section 8.18. Budgets. The Issuer shall annually, and at such other times as may be provided by law, prepare and adopt a budget pertaining to the Facilities.

Section 8.19. Reasonable and Adequate Charges. While the Series 2021 Bonds and any other securities payable from the Net Pledged Revenues, or any of them, remain Outstanding and unpaid, the fees, rates and other charges due to the Issuer for use of or otherwise pertaining to and services rendered by the Facilities to the Issuer and to other users shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Facilities, the Operation and Maintenance Expenses, the proper and necessary allowances for the depreciation thereof, and the amounts necessary to meet the Bond Requirements of all Outstanding Parity Bonds and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and replacement accounts therefor.

Section 8.20. Adequacy and Applicability of Charges; Rate Maintenance Covenant. There shall be charged against users of service pertaining to and users of the Facilities, including the Issuer, but not necessarily all such users, except as provided in Section 8.21 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding sections hereof. Such charges pertaining to the Facilities shall be at least sufficient to pay in each Fiscal Year:

(a) ***Operation and Maintenance Expenses.*** An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year, including in such expenses all Bond Requirements with respect to securities payable from Net Pledged Revenues other than Parity Bonds.

(b) ***Principal and Interest.***

(i) While the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are Outstanding, an amount equal to 130% of both

the principal of and the interest on the Series 2021 Bonds and all other Parity Bonds payable in such Fiscal Year including the reserves therefor.

(ii) When the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are each no longer Outstanding, an amount equal to 110% of both the principal of and the interest on the Series 2021 Bonds and all other Parity Bonds payable in such Fiscal Year including the reserves therefor.

(c) **Deficiencies.** Any amounts required to meet then existing deficiencies pertaining to any fund or account including the Rebate Account relating to the Gross Pledged Revenues or any securities payable therefrom; but the foregoing rate maintenance covenant is subject to compliance by the Issuer with any legislation of the United States or the State or any regulation or other action taken by the federal government or any State agency or political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which legislation, regulation or action limits or otherwise inhibits the amount of fees, rates and other charges due to the Issuer for the use of or otherwise pertaining to and all services rendered by the Facilities, including, without limitation, increases in the amounts of such charges. All of such Gross Pledged Revenues, including any revenues received from the Issuer, shall be subject to distribution to the payment of Operation and Maintenance Expenses, to the payment of the Bond Requirements of all securities payable from the Net Pledged Revenues, including reasonable reserves therefor, and to the funding of the Rebate Account, as herein specifically provided.

Section 8.21. Limitations Upon Free Service. No free service or facilities shall be furnished by the Facilities, except as hereinafter provided. If the Issuer elects to use the Facilities or any part thereof, any such use will be paid for from the Issuer's general fund or from other available revenues other than Gross Pledged Revenues at the reasonable value of the use so made, but during any Fiscal Year in which surplus revenues from the Facilities are available for use pursuant to Section 5.12 hereof, the Issuer need not pay for any such use by the Issuer of any properties which are part of the Facilities or services pertaining thereto. All the income so derived from the Issuer shall be deemed to be income derived from the operation of the Facilities, to be used and to be accounted for in the same manner as any other income derived from the operation of the Facilities.

Section 8.22. Levy of Charges. The Issuer shall forthwith and in any event prior to the delivery of any of the Series 2021 Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 8.20 of this Resolution, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Facilities may be made:

(a) **Proper Application.** Unless the Issuer has fully complied with the provisions of Article V of this Resolution for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

(b) **Sufficient Revenues.** Unless the Issuer determines that the estimated revenues resulting from the proposed rate schedule for the Facilities, after the schedule's proposed reduction, shall be at least sufficient to pay the sum of:

(i) an amount equal to the Operation and Maintenance Expenses for the next Fiscal Year, including in such expenses all Bond Requirements for such Fiscal Year with respect to securities payable from Net Pledged Revenues other than Parity Bonds; and

(ii) (1) while the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are Outstanding, an amount equal to 130% of both the principal of and the interest on the Series 2021 Bonds and any other Parity Bonds for the next Fiscal Year; and (2) when the Series 2010 Bonds, Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds are each no longer Outstanding, an amount equal to 110% of both the principal of and the interest on the Series 2021 Bonds and any other Parity Bonds for the next Fiscal Year.

Section 8.23. Collection of Charges. The Issuer shall cause all fees, rates and other charges pertaining to the Facilities to be collected as soon as reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Facilities, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues of the Facilities shall be adequate to meet the requirements of this Resolution and any other instruments supplemental thereto.

Section 8.24. Maintenance of Records. So long as any of the Series 2021 Bonds remain Outstanding, proper books of record and account shall be kept by the Issuer, separate and apart from all other records and accounts.

Section 8.25. Audits Required. The Issuer, within 90 days following the close of each Fiscal Year, shall initiate the process for an audit for the Fiscal Year of such books and accounts to be made forthwith by an independent accountant, and shall further initiate the process for an audit report showing the receipts and disbursements for each account pertaining to the Facilities or to the Gross Pledged Revenues. All expenses incurred in the making of the audits and reports required by this Section shall be regarded and paid as Operation and Maintenance Expenses.

Section 8.26. Accounting Principles. Books and accounts, and audits thereof, with respect to the Facilities and the Gross Pledged Revenues, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for institutions of higher education comparable to the University, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Resolution.

Section 8.27. Insurance and Reconstruction. The Issuer shall at all times maintain fire and extended coverage insurance, worker's compensation insurance (as a supplement to Issuer's participation in the monopolistic workers' compensation program mandated by law), public liability insurance, and all such other insurance as it determines is customarily maintained with respect to facilities of like character against loss of or damage to the Facilities and against public and other liability to the extent reasonably necessary to protect the interests of the Issuer and of each Owner of a Series 2021 Bond or any other security payable from the Net Pledged Revenues, except as herein otherwise provided. If at any time the Issuer is unable to obtain insurance to the extent provided herein, the Issuer shall maintain such insurance to the extent it is reasonably

obtainable. If any useful part of the Facilities shall be damaged or destroyed, the Issuer shall, as expeditiously as possible, commence and diligently prosecute the repair or replacement of the damaged or destroyed property so as to restore the same to use. The proceeds of any such property insurance pertaining to the Facilities shall be payable to the Issuer and shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied, shall be deposited in the Income Fund as Gross Pledged Revenues. If the costs of such repair and replacement of the damaged or destroyed property exceed the proceeds of such property insurance available for payment of the same, moneys in the Capital Fund and the Income Fund may be used to the extent necessary for such purposes, as permitted by Sections 5.09 and 5.12 hereof.

Section 8.28. Reliability and Payment. Insurance required by Section 8.27 hereof shall be carried with a reliable insurance company or companies authorized to do business in the State or the Issuer may be self-insured if deemed prudent under the circumstances; and the premiums on such insurance, or, in the event of insurance pertaining to the Gross Pledged Revenues or the Facilities, or both, and also to other unrelated revenues or unrelated facilities, or both, an allocable and pro rata share of such premium, shall be paid as Operation and Maintenance Expenses except for any such costs defrayed other than by the Issuer pursuant to contract with it or otherwise.

Section 8.29. Federal Income Tax Exemption. The Issuer covenants for the benefit of the Owners of the Series 2021 Bonds that it will not take any action or omit to take any action with respect to the Series 2021 Bonds, the proceeds thereof, any other funds of the Issuer or any facilities financed or refinanced with the proceeds of the Series 2021 Bonds if such action or omission (a) would cause the interest on the Series 2021 Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code or (b) would cause interest on the Series 2021 Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. In furtherance of this covenant, the Issuer agrees to comply with the procedures set forth in the Tax Compliance Certificate. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Series 2021 Bonds until the date on which all obligations of the Issuer in fulfilling the above covenant under the Code have been met.

Section 8.30. List of Bondowners. The Paying Agent will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Owners of all Series 2021 Bonds which are from time to time registered on the registration records in the hands of the Paying Agent as registrar for the Series 2021 Bonds. At reasonable times and under reasonable regulations established by the Paying Agent, said list may be inspected and copied by the Issuer or by the Owners or a designated representative thereof of 10% or more in principal amount of Series 2021 Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Paying Agent.

Section 8.31. Continuing Disclosure. The Issuer shall comply with its obligations under the Continuing Disclosure Undertaking.

ARTICLE IX

DEFEASANCE

Section 9.01. Defeasance. When all Bond Requirements of the Series 2021 Bonds have been duly paid, the pledge and lien and all obligations hereunder except as specifically provided shall thereby be discharged and the Series 2021 Bonds shall no longer be deemed to be Outstanding within the meaning of this Resolution. There shall be deemed to be such due payment of any Series 2021 Bond when the Issuer has placed in escrow or in trust with a Trust Bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested to meet all Bond Requirements of such Series 2021 Bond, as the same become due to the final maturity of the Series 2021 Bond or upon any redemption date as of which the Issuer shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of such Series 2021 Bond for payment on such redemption date. The Federal Securities shall become due on or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Issuer and such Trust Bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule.

To accomplish a defeasance of the Series 2021 Bonds, the Issuer shall cause to be delivered (a) an escrow deposit agreement, (b) an opinion of nationally recognized Bond counsel to the effect that the Series 2021 Bonds are no longer “Outstanding” under this Resolution and (c) a certificate of discharge of the Paying Agent with respect to the Series 2021 Bonds; each defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer and the Paying Agent. Bonds shall be deemed “Outstanding” under this Resolution unless and until they are in fact paid and retired or the above criteria are met.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 10.01. Owner’s Remedies. Each Owner of any Series 2021 Bond shall be entitled to all of the privileges, rights and remedies provided or permitted in the University Securities Law, and as otherwise provided by law or in equity or by other statute, except as provided in Sections 2.06 through 2.10 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Net Pledged Revenues and the proceeds of the Series 2021 Bonds.

Section 10.02. Right To Enforce Payment. Nothing in this Article affects or impairs the right of any owner of any Series 2021 Bond to enforce the payment of the Bond Requirements due in connection with his Series 2021 Bond at the time and the place expressed in the Series 2021 Bonds.

Section 10.03. Events of Default. Each of the following events is hereby declared an Event of Default:

(a) ***Nonpayment of Principal.*** Payment of the principal of any of the Series 2021 Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption or otherwise.

(b) ***Nonpayment of Interest.*** Payment of any installment of interest on the Series 2021 Bonds is not made when the same becomes due and payable.

(c) ***Incapable to Perform.*** The Issuer for any reason is rendered incapable of fulfilling its obligations hereunder.

(d) ***Nonperformance of Duties.*** The Issuer fails to carry out and to perform or in good faith to begin the performance of all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Gross Pledged Revenues or to the Facilities, or otherwise, including, without limitation, this Resolution, and such failure continues for 30 days after receipt of notice from the Owners of not less than 10% in aggregate principal amount of the Series 2021 Bonds and other Parity Bonds then Outstanding.

(e) ***Bankruptcy.*** The dissolution or liquidation of the Issuer or the filing by the Issuer of a voluntary petition in bankruptcy, or the admission in writing by the Issuer of its inability to pay its debts as they mature, or failure by the Issuer promptly to lift or suspend any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations generally, or adjudication of the Issuer as a bankrupt or insolvent, or an assignment by the Issuer for the benefit of its creditors, or the application or consent by the Issuer of the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of the Facilities, or such receiver, trustee or similar officer shall be appointed without application or consent of the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the institution by or against the Issuer by petition, application, answer, consent or otherwise of any bankruptcy, insolvency, reorganization, arrangement or similar proceeding related to it, under the Federal Bankruptcy Code, as amended, or under any similar act which may be enacted or under any similar state statute.

(f) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the Issuer appointing a receiver or receivers for the Facilities or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Series 2021 Bonds and other Parity Bonds, or both such Facilities and such moneys, or if an order or decree having been entered without the consent or acquiescence of the Issuer is not vacated or discharged or stayed on appeal within 60 days after entry.

(g) ***Default of Any Provision.*** The Issuer makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Series 2021 Bonds or in this Resolution on its part to be performed (other than Section 8.30 hereof), and if such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the Issuer and the Paying Agent by the Owners of not less than 10%

in aggregate principal amount of the Series 2021 Bonds and other Parity Bonds then Outstanding.

Section 10.04. Remedies for Defaults. Upon the happening and continuance of any Event of Default, as provided in Section 10.03 hereof, then and in every case the Owners of not less than 10% in aggregate principal amount of the Series 2021 Bonds then Outstanding, including, without limitation, a trustee therefor, may proceed against the Issuer to protect and to enforce the rights of any Owner of Series 2021 Bonds and other Parity Bonds under this Resolution by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein for an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Series 2021 Bond and other Parity Bonds, or to require the Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Series 2021 Bonds and other Parity Bonds then Outstanding. Acceleration of the payment of the principal and interest on the Series 2021 Bonds is not a remedy available to the Owners of the Series 2021 Bonds.

Section 10.05. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the Issuer, may enter and may take possession of the Facilities, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the Issuer itself might do.

Section 10.06. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Series 2021 Bond to proceed in any manner herein provided shall not relieve the Issuer, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation, or other commitment. Each right or privilege of any such Owner or trustee thereof is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 10.07. Duties Upon Defaults. Upon the happening of any Event of Default as provided in Section 10.03 hereof, the Issuer, in addition, shall do and perform all proper acts on behalf of and for the Owners of Series 2021 Bonds and other Parity Bonds to protect and to preserve the security created for the payment of the Series 2021 Bonds and other Parity Bonds and to insure the payment of the Bond Requirements promptly as the same become due. If the Issuer fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 10% in aggregate principal amount of the Series 2021 Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Series 2021 Bonds and other Parity Bonds as hereinabove provided; and to that end any such Owners shall be subrogated to all rights of the Issuer under any agreement, lease or other contract involving the Facilities or the

Gross Pledged Revenues entered into prior to the effective date of this Resolution or thereafter while any of the Series 2021 Bonds and other Parity Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF INSTRUMENT

Section 11.01. Privilege of Amendments. This Resolution may be amended or supplemented by instruments adopted by the Issuer in accordance with the laws of the State, without receipt by the Issuer of any additional consideration, but with the written consent of the Owners of not less than 66% in aggregate principal amount of the Series 2021 Bonds and any other Parity Bonds then Outstanding.

Section 11.02. Limitations Upon Amendments. No such instrument shall permit:

(a) ***Changing Payment.*** A change in the maturity or in the terms of redemption of the principal of any Outstanding Series 2021 Bond or any installment of interest thereon.

(b) ***Reducing Return.*** A reduction in the principal amount of any Series 2021 Bond, the rate of interest thereon, or any prior redemption premium payable in connection therewith, without the consent of the Owner of the Series 2021 Bond.

(c) ***Prior Lien.*** The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Resolution.

(d) ***Modifying Any Bond.*** A reduction of the principal amount or percentages or otherwise affecting the description of Series 2021 Bonds or the consent of the Owners of which are required for any such modification or amendment.

(e) ***Priorities Between Series 2021 Bonds.*** The establishment of priorities as between Series 2021 Bonds issued and Outstanding under the provisions of this Resolution.

Section 11.03. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Resolution or of any instrument amendatory thereof or supplemental thereto and the rights and obligations of the Issuer and of the Owners of the Series 2021 Bonds may be modified or amended in any respect upon the adoption by the Issuer and upon the filing with the Secretary of the Issuer of an instrument to that effect and with the consent of the Owners of all of the then Outstanding Series 2021 Bonds, such consent to be given as provided in Section 9.03 hereof.

Section 11.04. Exclusion of Issuer's Bonds. At the time of any consent or of other action taken under this Article, the Issuer shall furnish to the Secretary of the Issuer a certificate of the Treasurer of the University, upon which the Issuer may rely, describing all Series 2021 Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Series 2021 Bonds provided for in this Article, and the Issuer shall not be entitled with respect to

such Series 2021 Bonds to give any consent or to take any other action provided for in this Article, pursuant to Section 1.02(b)(v) hereof.

Section 11.05. Notation on Bonds. Series 2021 Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Issuer as to such action; and if any such Series 2021 Bond so authenticated and delivered shall bear such notation, then upon demand of the Owner of any Series 2021 Bond Outstanding at such effective date and upon presentation of his Series 2021 Bond for that purpose at the principal office of the Secretary of the Issuer, suitable notation shall be made on such Series 2021 Bond by the Secretary of the Issuer as to any such action. If the Issuer so determines, new Series 2021 Bonds so modified as in the opinion of the Issuer to conform to such action shall be prepared, authenticated and delivered; and upon demand of the Owner of any Series 2021 Bond then Outstanding, shall be exchanged without cost to such Owner for Series 2021 Bonds then Outstanding upon surrender of such Series 2021 Bonds.

Section 11.06. Proof of Resolutions and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Series 2021 Bonds owned by any person executing such instrument, and the date of his ownership of the same may be proved as provided by Section 9.03 hereof.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Delegated Powers. The Pricing Committee is hereby authorized and directed to take all action necessary or appropriate to the provisions hereof, including without limitation:

- (a) the finalization, execution and delivery of the Authorized Documents;
- (b) the execution of such certificates as may be reasonably required by the Purchaser, relating, among other matters, to:
 - (i) the respective series and designation of Series 2021 Bonds;
 - (ii) the execution of the Series 2021 Bonds;
 - (iii) the tenure and identity of the officials of the Issuer;
 - (iv) if the respective series of Series 2021 Bonds are issued as tax-exempt obligations, the exclusion of interest on the Series 2021 Bonds from gross income for purposes of federal and state income taxation;
 - (v) the application, negotiation and finalization of a rating, if any, and delivered by a nationally recognized rating agency;
 - (vi) the delivery of the Series 2021 Bonds and the receipt of the purchase price; and

(vii) if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof;

(c) the assembly and dissemination of financial and other information concerning the Issuer, the University and the Series 2021 Bonds; and

(d) the execution of the Pricing Certificate and the Bond Purchase Agreement and the setting of the terms, sale and issuance of the Series 2021 Bonds in accordance with the provisions hereof and in conformity with the parameters set forth herein, which delegated terms shall include: (A) the principal amount of the Series 2021 Bonds; (B) the coupon interest rate or rates on the Series 2021 Bonds; (C) the maturity of the Series 2021 Bonds; (D) provisions for the optional, sinking fund or extraordinary redemption of the Series 2021 Bonds prior to maturity; (E) the purchase price of the Series 2021 Bonds; (F) which of the Trustees's Outstanding Parity Bonds will be refunded, however such bonds may only be refunded if the minimum net present value savings described in Section 3.02.; (G) the selection of the Purchaser of the Series 2021 Bonds; (H) if the Series 2021 Bonds will be issued as taxable and/or tax-exempt obligations, including whether or not the Series 2021 Bonds may convert from taxable to tax-exempt, all as may be necessary to effect the Series 2021 Project in a manner consistent with this Resolution, including the estimated true interest cost of the Series 2021 Bonds; (I) whether or not the Series 2021 Bonds will be sold pursuant to a competitive or negotiated sale by means of a public offering or pursuant to a private placement or direct placement; and (J) whether or not the Series 2021 Bonds will be subject to DTC's book-entry system. The determinations described herein shall be evidenced by the Pricing Certificate and the Bond Purchase Agreement or a Notice of Sale filed with the Trustees, and except as otherwise expressly provided herein, the terms of the Series 2021 Bonds shall be as set forth in the Pricing Certificate, the Bond Purchase Agreement or a Notice of Sale and the Bond form.

Section 12.02. Evidence of Security Holders. Any request, consent or other instrument which this Resolution may require or may permit to be signed and to be executed by the Owner of any Series 2021 Bonds or holder of other securities may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner or holder in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any person of the securities pertaining thereto, shall be sufficient for any purpose of this Resolution, except as otherwise herein expressly provided, if made in the following manner:

(a) ***Proof of Execution.*** The fact and the date of the execution by any Owner of any Series 2021 Bonds or the holder of other securities or his attorney of such instrument may be provided by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Paying Agent or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a

corporate holder of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any person or persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a person or persons purporting to act in such fiduciary or representative capacity.

(b) ***Proof of Holdings.*** The amount of Series 2021 Bonds held by any person and the numbers, date and other identification thereof, together with the date of his holding the Series 2021 Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 12.03. Concerning the Paying Agent. Wells Fargo Bank, National Association, in Denver, Colorado is hereby appointed the Paying Agent and Paying Agent of the Issuer for the payment of the Bond Requirements of the Series 2021 Bonds. If the Paying Agent initially appointed hereunder shall resign, or if the Issuer shall reasonably determine that it is necessary or desirable to remove the Paying Agent, the Issuer may, as long as no event of default exists hereunder, appoint a successor Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor is appointed. Each successor Paying Agent shall be a bank or trust company which is a “Trust Bank” as defined in the University Securities Law.

Section 12.04. University Standard Addenda. The provisions contained in Exhibit B with respect to the University’s standard addenda are hereby incorporated and are in full force and effect as if fully set forth herein. It is further intended that in the event of any inconsistency between this Resolution and its other attachments and the provisions contained in Exhibit B, that the terms contained in Exhibit B be construed as final and binding.

[Signatures on the following page]

ADOPTED as of the date first set forth above.

[SEAL]

By _____
President, The Trustees of
The University of Wyoming

Attest:

By _____
Secretary, The Trustees of
The University of Wyoming

[Signature Page to Series 2021 Resolution]

EXHIBIT A

FORM OF SERIES 2021 BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF WYOMING**

No. R- _____ \$ _____

**THE TRUSTEES OF THE UNIVERSITY OF WYOMING
FACILITIES [REVENUE/REFUNDING REVENUE] BONDS
SERIES 2021[SERIES DESIGNATION]**

Interest Rate	Maturity Date	Dated Date	CUSIP
_____	June 1, _____	[_____] , 2021	915268 _____

REGISTERED OWNER: CEDE & CO.

TAX IDENTIFICATION NUMBER: 13-2555119

PRINCIPAL AMOUNT: _____ DOLLARS

THE TRUSTEES OF THE UNIVERSITY OF WYOMING (the “Issuer”) for the State of Wyoming (the “State”), a public body duly organized and existing under the Constitution and laws of the State, for value received, hereby promise to pay in lawful money of the United States of America, from the revenues herein described, to the Registered Owner specified above, or registered assigns, on the Maturity Date specified above (unless this bond shall have been called for prior redemption, in which case on the redemption date), the Principal Amount specified above, and interest thereon (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate per annum specified above, payable on June 1 and December 1 in each year, commencing on [_____] 1, 2021. Principal of this Bond is payable to the Registered Owner hereof upon maturity or prior redemption hereof and upon presentation and surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association, located in

Denver, Colorado, or at the principal corporate trust office of any successor paying agent (the "Paying Agent") appointed under the Series 2021 Bond Resolution (the "Resolution") hereinafter referred to. Interest on this bond is payable on each interest payment date or, if such interest payment date is not a business day, the next succeeding business day, by check mailed by the Paying Agent to the person in whose name this bond is registered in the registration records of the Paying Agent, and at the address appearing thereon at the close of business on the fifteenth day of the calendar month whether or not a business day next preceding the interest payment date (the "Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the Registered Owner hereof at the close of business on the applicable Record Date and shall be payable to the Registered Owner hereof at the close of business on a Special Record Date as defined in the Resolution for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of such Special Record Date shall be given to the Registered Owner hereof not less than 10 days prior thereto. If the principal of this bond is not paid when due, interest will accrue upon the unpaid principal at the rate hereon from the date of such presentation until such principal shall have been paid in full.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Constitution and laws of the State, and under the Resolution precedent to and in the issuance of this bond, do exist, have happened and have been performed in due time, form and manner, and that the issuance, authentication and delivery of this bond have been duly authorized by the Issuer pursuant to and in accordance with the Constitution of the State.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, THE TRUSTEES OF THE UNIVERSITY OF WYOMING have caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its President, and its corporate seal to be impressed or imprinted in facsimile hereon, and to be attested by the manual or facsimile signature of its Secretary and countersigned by the manual or facsimile signature of its Treasurer, all as of the ___ day of March, 2021.

[SEAL]

THE TRUSTEES OF THE UNIVERSITY
OF WYOMING

By _____
President

COUNTERSIGNED:

By _____
Treasurer

Attest:

By _____
Secretary

FORM OF CERTIFICATE OF AUTHENTICATION

CERTIFICATE OF AUTHENTICATION

Date of Registration and Authentication: _____, 2021

This bond is one of the Series 2021 Bonds of the issue described in the within mentioned Resolution.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent

By _____
Authorized Officer

[End of Form of Certificate of Authentication]

FORM OF TREASURER'S CERTIFICATE

TREASURER'S CERTIFICATE

I, the undersigned of the Trustee of The University of Wyoming, located in the City of Laramie, in the County of Albany, and in the State of Wyoming, does hereby certify that the within Series 2021 Bond is issued pursuant to and according to law, does not exceed any lawful debt limit of The Trustees of the University of Wyoming, and does not constitute an indebtedness within the meaning of any constitutional or statutory provision or limitation.

IN WITNESS WHEREOF, I have hereunto set my hand as of this ____ day of _____, 2021.

By _____
Treasurer of the Trustees of
The University of Wyoming

[End of Form of Treasurer's Certificate]

ADDITIONAL PROVISIONS

This bond is one of an authorized series of bonds issued under the hereinafter described Resolution designated The Trustees of the University of Wyoming Facilities [Revenue/Refunding Revenue] Bonds, Series 2021 in the aggregate principal amount of \$ _____ (the “Series 2021 Bonds”) for the purpose of providing moneys: (i) to advance refund all or a portion of the Issuer’s outstanding Facilities Improvement Revenue Bonds, Series 2011A (the “Refunded Bonds”) for the University (the “Series 2021 Project”), under the authority of and in full conformity with the Constitution and laws of the State, including, without limitation, W.S. 21-17-402 through 21-17-451 (the “University Securities Law”), which is known and cited as the “University Securities Law,” and pursuant to the Resolution, adopted and made a law of the Issuer prior to the issuance of this bond.

This bond is issued pursuant to the University Securities Law; pursuant to Section 21-17-416 of the University Securities Law, this recital is conclusive evidence of the validity of the Series 2021 Bonds and the regularity of their issuance; and pursuant to Section 21-17-446 of the University Securities Law, the Series 2021 Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof.

The Series 2021 Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity as set forth in the Resolution.

Upon any partial prior redemption of the Series 2021 Bonds, Cede & Co., in its discretion, may request the Paying Agent to authenticate a new Series 2021 Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment.

The Series 2021 Bonds do not constitute a debt or an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation, shall not be considered or held to be general obligations of the Issuer, nor to be obligations general, special or otherwise of the State, nor to be bonds or debt of the State, and shall not be enforceable against the State. The issuance of the Series 2021 Bonds shall not, directly or indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriations for their payment. The Series 2021 Bonds are special obligations of the Issuer payable and collectible solely out of and secured by an irrevocable pledge of income derived directly or indirectly by the Issuer from the operation and use of the Facilities (as defined in the Resolution) (the “Gross Pledged Revenues”), after provision is made only for the payment of the Operation and Maintenance Expenses of the Facilities (as defined in the Resolution) (such remaining revenues being the “Net Pledged Revenues”).

The Net Pledged Revenues are so pledged for the payment of the Series 2021 Bonds; and the Owner hereof may not look to any general or other fund for the payment of the Series 2021 Bonds except the special funds pledged therefor.

Payment of the Series 2021 Bonds shall be made solely from, and as security for such payment there are irrevocably but not exclusively pledged, pursuant to the Resolution, two special accounts identified as the “University of Wyoming First Lien Revenue Bonds, Interest and Bond Retirement Fund,” and as the “University of Wyoming Pledged Revenues Facilities Capital Improvement and Replacement Fund,” into the first account the Issuer covenants to pay, respectively, from the Net Pledged Revenues, sums sufficient to pay when due the principal of, premium, if any, and interest on the Series 2021 Bonds, any other Outstanding Parity Bonds as defined in the Resolution and any other parity securities subsequently issued by the Issuer and to create and to maintain a reasonable and specified reserve which may be funded in whole or in part with surety bonds for such purpose.

The Series 2021 Bonds are equitably and ratably secured by a lien on the Net Pledged Revenues, and the Series 2021 Bonds constitute an irrevocable and first lien but not necessarily an exclusive first lien upon the Net Pledged Revenues. Bonds and other securities, in addition to the Series 2021 Bonds, subject to expressed conditions, may be issued and made payable from the Net Pledged Revenues having a lien thereon subordinate and junior to the lien, or subject to additional expressed conditions, having a lien thereon on a parity with the lien of the Series 2021 Bonds, in accordance with the provisions of the Resolution.

The Series 2021 Bonds are issuable only as fully registered bonds in denominations of \$5,000 and integral multiples thereof. Series 2021 Bonds may be exchanged for an equal aggregate principal amount of Series 2021 Bonds of the same maturity of other Authorized Denominations as defined in the Resolution, but only in the manner, subject to the limitations and conditions, and upon payment of the charges provided in the Resolution.

This bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing, on the registration records kept at the principal corporate trust office of the Paying Agent, upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Paying Agent. Upon such transfer a new fully registered Series 2021 Bond or Bonds of the same maturity, of Authorized Denomination or Authorized-Denominations and for the same aggregate principal amount will be issued to the transferee in exchange herefor, all subject to the terms and conditions set forth in the Resolution.

Except as otherwise provided with respect to Record Dates for the payment of interest, the Issuer and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment and for all other purposes and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The Paying Agent will not be required to transfer or exchange any Series 2021 Bond during the period of 15 days next preceding any interest payment date, nor during the period beginning on any date of selection of Series 2021 Bonds to be redeemed and ending on the day on which the applicable notice of redemption is given, nor at any time after selection of a Series 2021 Bond for redemption.

In the event that this Bond is called for redemption in part only, upon surrender and cancellation of this bond, a new fully registered Series 2021 Bond or Bonds of the same maturity, of Authorized Denominations, and in an aggregate principal amount equal to the

unredeemed portion hereof shall be executed and delivered by the Paying Agent to the Registered Owner hereof.

The Series 2021 Bonds shall not be transferable or exchangeable, except as set forth in the Resolution.

The Registered Owner of this bond shall have no right to enforce the provisions of the Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Resolution, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Resolution. Modifications or alterations of the Resolution, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Resolution.

No recourse shall be had for the payment of the principal of or interest on any of the Series 2021 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Resolution contained, against any past, present or future officer, agent or employee of the Issuer or any officer or similar official, agent or employee of any successor body, agency or instrumentality, as such, either directly or through the Issuer or any successor body, agency or instrumentality, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer or similar official, agent or employee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Resolution and the issuance of any of the Series 2021 Bonds.

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

Notice: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Address of Transferee:

[End of Form of Assignment]

FORM OF PREPAYMENT PANEL

PREPAYMENT PANEL

The following installments of principal or portions thereof of this Bond have been prepaid in accordance with the terms of the Resolution.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative of DTC
---------------------------	--------------------------	--

[End of Form of Prepayment Panel]

DTC FAST RIDER

This bond shall remain in the custodian's custody subject to the provisions of the Fast Balance Certificate Agreement currently in effect between the custodian and DTC.

[End of Form of Series 2021 Bonds]

EXHIBIT C

UNIVERSITY'S STANDARD ADDENDA

SOVEREIGN IMMUNITY

The University does not waive its sovereign immunity or its governmental immunity by entering into this Resolution and fully retains all immunities and defenses provided by law with regard to any action based on this Resolution.

GOVERNMENTAL CLAIMS

Any actions or claims against the University under this Resolution must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

INTERPRETATION

The Parties hereto agree that (i) the laws of Wyoming shall govern this Resolution, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Resolution has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

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

STATE OF WYOMING)
)
COUNTY OF ALBANY)
)
UNIVERSITY OF WYOMING)

I, the duly chosen, qualified and acting Secretary of The Trustees of the University of Wyoming, a body corporate also sometimes designated as the Board of Trustees of the University of Wyoming (the “Issuer”), in the City of Laramie, County of Albany, and State of Wyoming, do hereby certify:

The foregoing pages are true, perfect and complete copies of the record of proceedings of the Issuer had and taken at a lawful and regular meeting thereof held at ____ [a.m./p.m.] [via conference call] on _____, 2021, insofar as said minutes relate to a Resolution authorizing the issuance of “The Trustees of the University of Wyoming Facilities Revenue and Refunding Revenue Bonds, Series 2021” (the “Resolution”).

1. A copy of the Resolution is fully set forth in such minutes.

2. Such copy of the Resolution contained in such minutes is a full, true and correct copy of the original of the Resolution as passed by the Issuer at the designated meeting; and such original Resolution has been fully authenticated by the signatures of the President of the Issuer and of myself as Secretary thereof, sealed with the corporate seal of the Issuer, and made a part of the records of the Issuer.

3. The President and members of the Issuer were present at the meeting; all members present of the Issuer qualified to vote thereon voted on the passage of the Resolution as in such minutes set forth; and the President and all other members of the Issuer, including but not limited to the ex-officio and nonvoting members thereof, were duly notified of such meeting.

[Signature on the following page]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of The Trustees of the University of Wyoming as of the date first set forth above.

[SEAL]

By _____
Secretary, The Trustees of
The University of Wyoming

Trustee _____ seconded the motion for the adoption of said Resolution and the roll was called with the following result:

Those voting Aye: _____

Those voting Nay: _____

Those absent: _____

_____ votes having been cast for the adoption of the Resolution, the President thereupon declared the Resolution to have been adopted.

Other business not concerning the Series 2021 Bonds designated in said Resolution was thereon considered and undertaken.

Thereupon there being no further business, the meeting on motion duly made, seconded and unanimously adopted, adjourned.

[SEAL]

By _____
President, The Trustees of
The University of Wyoming

Attest:

By _____
Secretary, The Trustees of
The University of Wyoming

AGENDA ITEM TITLE: 2021 Spring Census Enrollment Update, Kyle Moore

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:

Enrollment numbers are considered final as of the 15th class day of each Fall and Spring semester. The 15th class day of Fall and Spring semesters, also known as the “Census” date, is used to report final enrollments to federal and state agencies and considered the official figures on enrollment for the term.

Numbers reported are final and reflect the enrollments as of February 10th 2021. Numbers reported will include:

- Total Headcount
- Transfer Headcount
- Student Credit Hours (SCHs)
- First-Time Headcount
- Headcount by Classification
- First-Time In/Out of State
- Transfer Student In/Out of State
- Graduate/Professional

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

This information is reported each semester.

WHY THIS ITEM IS BEFORE THE BOARD:

To keep the UW Board of Trustees up to date on enrollment figures.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

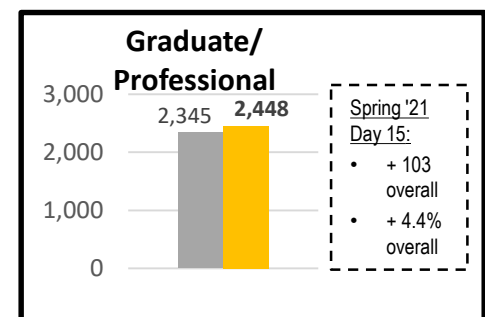
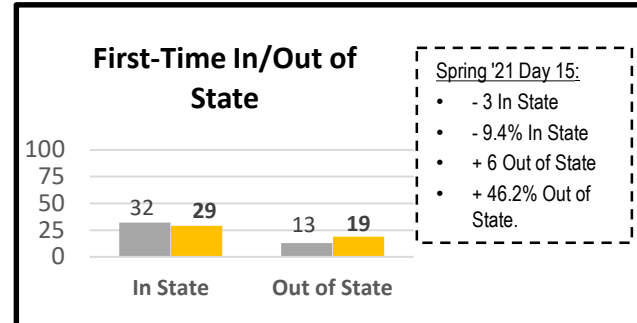
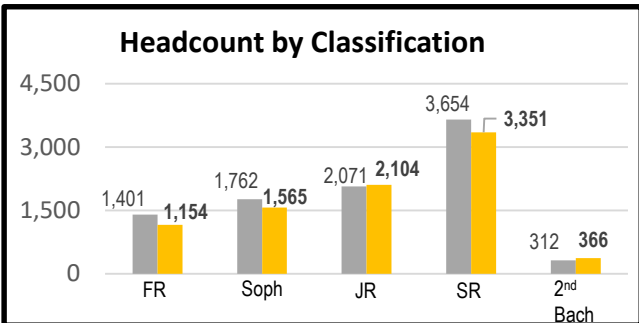
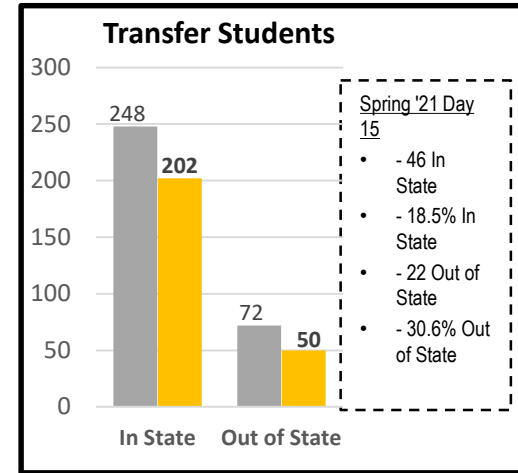
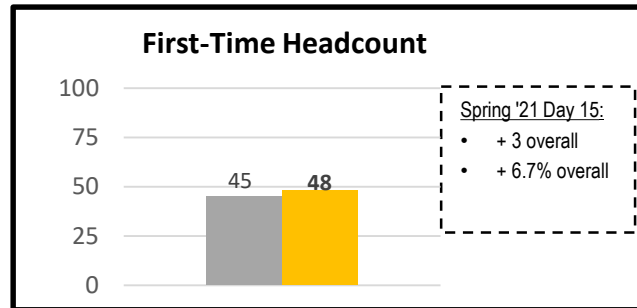
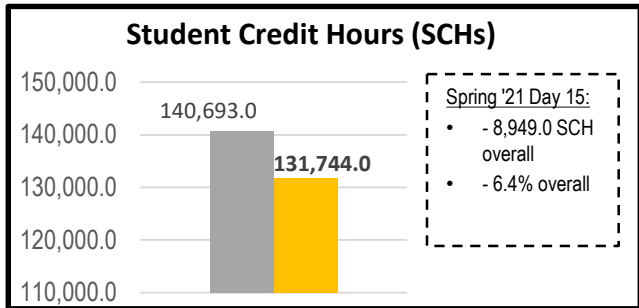
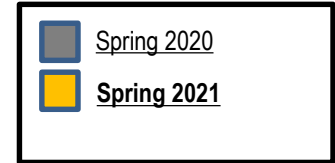
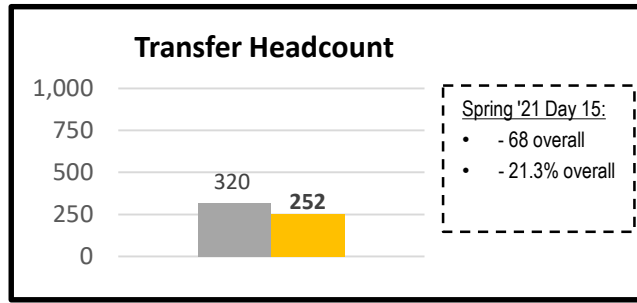
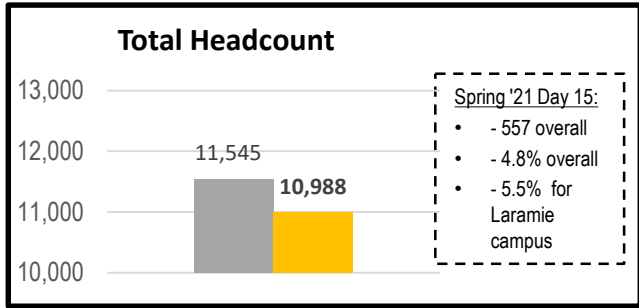
PRESIDENT’S RECOMMENDATION:

N/A



Spring 2021 Day 15 Enrollment as of February 10th, 2021

- The Spring 2021 enrollment numbers below reflect federal total numbers from February 10th, 2021. The Spring 2020 enrollment comparisons reflect federal total numbers from February 14th, 2020.



AGENDA ITEM TITLE: Enrollment Management Plan to include Financial Aid, Recruitment Marketing Plan, and Transfer Initiatives (FY23), Kyle Moore, Nycole Courtney, David Jewell

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

The Recruitment, Retention and Marketing efforts of UW are critical to University success. This presentation will cover the scope and examples of recruitment and retention efforts leading to the 2021 fall enrollment. Examples of digital ads, communication plans and new initiatives for increasing recruitment and retention will be presented.

An additional presentation on the university recommendation for the 2022/2023 financial aid strategy will be provided. Financial aid strategy and design impact student enrollment and overall revenue generation. Considerations of discount rate, tuition, merit and need based awarding will be considered. Specifically, the Administration will provide (a) an overview of the financial aid strategy approved by the Trustees at their July 2019 meeting for the 2020-21 academic year recruiting cycle, (b) expenditures to-date for the 2020-21 academic year related to enrollment and FY2021 net tuition revenue outcomes, (c) 2021-22 academic year awarding to-date relative to enrollment and FY2022 net tuition revenue expectations, and (d) initial recommendations for modifications to the current strategy for the 2022-23 academic year recruiting cycle.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

This is an annual topic for discussion and review by the Board.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board reviews enrollment management plans annually.

ACTION REQUIRED AT THIS BOARD MEETING:

Action will be requested on the Financial Aid plan in May.

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Strategic Scenario Planning, Alexander

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

In response to significant budget headwinds and a need to evolve UW to a new vision, UW kicked off a strategic scenario planning process in late 2020. More than 100 UW faculty, staff, students, and others are working together on various components of this scenario planning, including the Strategic Scenario Planning core team; the Strategic Portfolio Review team; the Digital Pillar, Inclusivity Pillar, Interdisciplinary Pillar, and Entrepreneurship Pillar teams; and the Blue Sky team. The Board will receive an update on progress to date.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

N/A

WHY THIS ITEM IS BEFORE THE BOARD:

To keep the Board updated on progress towards the UW Strategic Scenario Plan, which the Board will review in May 2021.

ACTION REQUIRED AT THIS BOARD MEETING:

N/A

PROPOSED MOTION:

N/A

PRESIDENT'S RECOMMENDATION:

N/A

AGENDA ITEM TITLE: Budget/Delivery Method- Central Energy Plant, Cooling Tower and Sump Pump Upgrades, Mai

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Central Energy Plant Chiller Upgrade – Cooling Tower, Sump Pump and Vault Installation. This project provides redundancy and flexibility for the production of chilled water for campus cooling. Chilled water redundancy allows for increased energy efficiency and cooling capacity for the campus. The project includes installation of a cooling tower, enlargement of the existing sump pump, pipe runs, utilities and installation of an operational vault containing pumping and control equipment. The budgeted amount for this project is \$3M the funds for this project will come from Major Maintenance. Because this work requires minimal trades, the design, bidding and construction phases will occur in sequence. Administration recommends using Design-Bid-Build for this project.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

None

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9, the Board of Trustees shall approve projects over \$500,000.00 and Board approval is required to establish the delivery method.

ACTION REQUIRED AT THIS BOARD MEETING:

Authorization for Administration to proceed with design and advertising of the Central Energy Plant Chiller Upgrade project funded via Major Maintenance with a budget of \$3,000,000, procured with a Design-Bid-Build delivery method.

PROPOSED MOTION:

“I move to authorize administration to proceed with design and advertising of the Central Energy Plant Chiller Upgrade project funded via Major Maintenance with a Design-Bid-Build delivery method and a budget not to exceed \$3,000,000.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Architect Amendment and Guaranteed Maximum Price- Bus Maintenance Facility, Mai

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:

Administration continues working on the Fleet and Transit Relocation project that includes construction of the Bus Maintenance Facility at 2102 South 15th Street. In September 2020 the University was awarded and the Board authorized Administration to accept the FTA 5339(b) Grant as part of the funding for the project. Design of the project was revised as a result of receiving the additional funding and to bid the project to comply with the federal requirements of the FTA Grant.

Plan One Architects has requested additional design fees associated with the revised project scope and funding. Approval of the architect amendment in the amount of \$75,000 allows Plan One to continue and complete the construction phase services for the project. Design fees are to be paid from the previously approved budget for the project.

GH Phipps Wyoming, Inc. as the Construction Manager at Risk on the project, has been working with Plan One Architects of Cody, Wyoming and representatives from UW Administration to reach a Final Guaranteed Maximum Price (GMP) for consideration by the Board of Trustees at the March meeting. The GMP proposed by GH Phipps Wyoming, Inc. is \$5,989,703.00. The GMP encompasses direct and indirect construction costs, and fee associated with completing the project.

The total all in budget for the Fleet and Transit Relocation project is \$7,437,989.00. The estimated construction budget prior to receiving the GMP was \$5,924,827.00.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

January, 2021 – Board authorized Administration to execute a contract amendment establishing an Initial limited scope Guaranteed Maximum Price with GH Phipps Wyoming, Inc. in the amount of \$1,322,997.00 for the pre-engineered metal building and canopy structures scope of work.

September, 2020 – Board authorized Administration to accept the FTA 5339(b) Grant in the amount of \$4,237,262, and authorize the Administration to utilize the previously authorized \$2,779,260 from the Construction Reserve Account, and authorize the Senior Vice President of Finance and Administration to use Unrestricted Operating Reserves in the amount of \$421,467 for a total construction budget not to exceed in the amount of \$7,437,989 for the Fleet and Transit Relocation project.

May, 2020 – Board approved to execute an agreement with GH Phipps Wyoming, Inc. of Laramie, WY for construction management services for the Bus Maintenance Facility project.

March, 2020 – Board authorized the Construction Manager at-Risk delivery method for the project.

January, 2020 – Board approved the fleet and transit relocation project in an amount not to exceed \$2,779,260 to come from the Construction Reserve Account and authorized Administration to proceed with Level II and Level III planning for a bus maintenance facility on S. 15th Street and execute a contract with Plan One Architects for the design of the project.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(A), the Board of Trustees shall approve consultant selection for projects over \$500,000.00 and Board approval is required to establish the Guaranteed Maximum Price.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval for Administration to proceed with the design and documentation phase and execute an architect amendment with Plan One Architects for design and construction services and authorization to execute a contract amendment with GH Phipps Wyoming, Inc. in the amount of \$5,989,703.00.

PROPOSED MOTION:

“I move to allow Administration to execute an architect amendment with Plan One Architects in the amount of \$75,000.00 for the revised design and construction phases of the project.”

“I move to authorize Administration to execute a contract amendment establishing the Guaranteed Maximum Price with GH Phipps Wyoming, Inc. not to exceed \$5,989,703.00”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

**AGENDA ITEM TITLE: Science Initiative Building Change Order- Utility Consumption,
Mai**

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:

Pursuant to UW Regulation 6-9(III)(G), Administration is requesting Board approval of a contract change order to the Science Initiative CMAR agreement with GE Johnson Construction Company of Wyoming (GEJCW).

The Guaranteed Maximum Price amendment for the Science Initiative Project did not include an allowance for temporary utility consumption. This change order captures utility consumption to date and projected expenses through the conclusion of the project. The funds will be carried as an allowance and any unexpended funds will be returned post occupancy.

The project construction budget is \$89,075,737.00. The change order amount is \$314,083.00. This increases the construction budget to: \$89,389,820.00. The overall project budget is unchanged, this funding is shifted from the general construction administration budget to the construction budget.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

- January 2016 – Board of Trustees approved GSG Architecture as the designer for the SI project.
- March 2017- The Exterior Design Advisory Committee was established.
- November 2017 – Board of Trustees approved the exterior design of the SI Building
- January 2018 – Board of Trustees approved Design-Bid-Build as the Construction Delivery Method for the SI Building and the final exterior design of the greenhouses.
- June 2018 – Board of Trustees approved the contract for the SI Site Clearing bid package.
- September 2018 – Board of Trustees approved revising the entry into the Science Initiative and changing the delivery method to CMAR.
- December 2018 – Board of Trustees approved a change order for the site clearing contractor.
- October 2019 – Board of Trustees approved the Guaranteed Maximum Price Contract Amendment: \$74,359,220.00.
- March 2020 – Board of Trustees approved a design contract amendment: \$40,665.00.
- May 2020 – Board of Trustees approved a construction contract amendment to include the full research greenhouse scope: \$5,999,462.00.
- June 2020 – Board of Trustees approved a construction contract amendment to include the level 3 build out, walk in growth chambers, and several owner requested changes: \$6,439,023.00.

- January 2021 – Board of Trustees approved a construction contract amendment to include the AV/IT package and several owner requested changes: \$2,278,032.00.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(G), the Board of Trustees shall approve all change orders greater than \$50,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval for the CMAR contract change order with GE Johnson Construction of Wyoming.

PROPOSED MOTION:

“I move to authorize Administration to execute the CMAR contract change order with GE Johnson Construction Company of Wyoming in the amount of \$314,083.”

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Change Order for Science Initiative- Research Requested Lab Scope Change, Mai

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:

Pursuant to UW Regulation 6-9(III)(G), Administration is requesting Board approval of a contract change order to the Science Initiative CMAR agreement with GE Johnson Construction Company of Wyoming (GEJCW).

The requested changes reflect the current thinking of the research group due to the currently anticipated direction of the research that will occur in the spaces. In order to reduce the demand for demolition and changes post occupancy, the planning and construction team conducted a walk through with the research group to evaluate desired alterations prior to drywall hang and finish. During this review, the following additions to the scope were requested for select areas:

- PR 27: Additional data drops in multiple lab locations, access control and door hardware additions in multiple research locations, and supporting electrical additions \$88,318.00.
- PR 30: Addition of a reverse osmosis water tap and added electrical circuits in the level 1 aquatics research room \$5,877.00.
- PR 31: Additional CO detectors in the research greenhouses \$7,120.00.
- PR 32: Addition of a reverse osmosis water tap in the level 1 INBRE research lab \$9,320.00.

The project construction budget is \$89,389,820.00. The change order amount is \$110,635.00. This increases the construction budget to: \$89,500,455.00. The overall project budget is unchanged, this funding is shifted from the administrative contingency budget to the construction budget. This transfer reduces the administrative contingency budget to \$1,076,622.00.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

- January 2016 – Board of Trustees approved GSG Architecture as the designer for the SI project.
- March 2017- The Exterior Design Advisory Committee was established.
- November 2017 – Board of Trustees approved the exterior design of the SI Building
- January 2018 – Board of Trustees approved Design-Bid-Build as the Construction Delivery Method for the SI Building and the final exterior design of the greenhouses.
- June 2018 – Board of Trustees approved the contract for the SI Site Clearing bid package.
- September 2018 – Board of Trustees approved revising the entry into the Science Initiative and changing the delivery method to CMAR.
- December 2018 – Board of Trustees approved a change order for the site clearing contractor.

- October 2019 – Board of Trustees approved the Guaranteed Maximum Price Contract Amendment: \$74,359,220.00.
- March 2020 – Board of Trustees approved a design contract amendment: \$40,665.00.
- May 2020 – Board of Trustees approved a construction contract amendment to include the full research greenhouse scope: \$5,999,462.00.
- June 2020 – Board of Trustees approved a construction contract amendment to include the level 3 build out, walk in growth chambers, and several owner requested changes: \$6,439,023.00.
- January 2021 – Board of Trustees approved a construction contract amendment to include the AV/IT package and several owner requested changes: \$2,278,032.00.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(G), the Board of Trustees shall approve all change orders greater than \$50,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval for the CMAR contract change order with GE Johnson Construction of Wyoming.

PROPOSED MOTION:

“I move to authorize Administration to execute the CMAR contract change order with GE Johnson Construction Company of Wyoming in the amount of \$110,635.00.

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

AGENDA ITEM TITLE: Change Order for Science Initiative- Lewis Street Project, Mai

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Pursuant to UW Regulation 6-9(III)(G), Administration is requesting Board approval of a contract change order to the Science Initiative CMAR agreement with GE Johnson Construction Company of Wyoming (GEJCW) for construction of the initial phase of the Lewis St. landscaping project.

Phase 1 of the project will include the following areas identified by sub-phase on a site plan attached to this narrative: Phase 1A includes 10th St. and Lewis St. surrounding the new Science Initiative building (SI), Phase 1B includes 12th St. between Bradley St. and Lewis St. and the area between the Agriculture and Engineering buildings extending from Lewis St. to Prexy’s Pasture. (Note: An additive alternate was included in the bidding documents to complete Phase 1C that includes the area between the Engineering and Geology buildings extending from Lewis St. to Prexy’s Pasture. Final bids for this scope of work will be received prior to the board meeting.)

The construction schedule for Phase 1 aligns with those of the SI and West Campus Satellite Energy Plant (WCSEP) projects. The initial phase of work has been designed to complete landscaping around areas currently under construction, create an ADA accessible route from Lewis St. to Prexy’s Pasture and to create deliberate transitions to future phases as additional funding is secured.

The Planning and Construction office is currently working with the City of Laramie to coordinate the utility relocations and right-of-way vacations required to construct the project. Construction in areas of existing right-of-way or utility easements will not commence until all required vacations and easement adjustments have been finalized.

The SI project construction budget is currently \$89,080,737.00 with a total project budget of \$103,750,000.00. Administration is working on finalizing the highlighted numbers for the March Board meeting. The construction cost to complete the first phase of the Lewis St. landscaping is **\$X,XXX,XXX**, with an associated administrative cost of **\$XXX,XXX.XX**, bringing the total Phase 1 budget to: **\$XX,XXX,XXX**. If approved, the new overall SI project budget will be: **\$XX,XXX,XXX**. The proposed funding source for the Phase 1 scope of work is: \$4,000,000.00 from the EERB project reserve account, **\$XXX,XXX.XX** from the WCSEP landscaping budget and **\$XXX,XXX.XX** from the Science Initiative landscaping budget.

PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:

- January 2016 – Board of Trustees approved GSG Architecture as the architect for the SI project.
- March 2017- The Exterior Design Advisory Committee was established.

- November 2017 – Board of Trustees approved the exterior design of the SI Building.
- January 2018 – Board of Trustees approved design-bid-build as the construction delivery method for the SI Building and the final exterior design of the greenhouses.
- June 2018 – Board of Trustees approved the contract for the SI Site Clearing bid package.
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- June 2020 – Board of Trustees approved a construction contract amendment to include the level 3 build-out, walk-in growth chambers, and several owner-requested changes: \$6,439,023.00.
- January 2021 – Board of Trustees approved a construction contract amendment to include the AV/IT package and several owner-requested changes: \$2,278,032.00.

WHY THIS ITEM IS BEFORE THE BOARD:

Pursuant to UW Regulation 6-9(III)(G), the Board of Trustees shall approve all change orders greater than \$50,000.00.

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval to proceed with the defined scope of work, execute a contract change order to the Science Initiative CMAR contract and approve funding sources for the proposed scope of work.

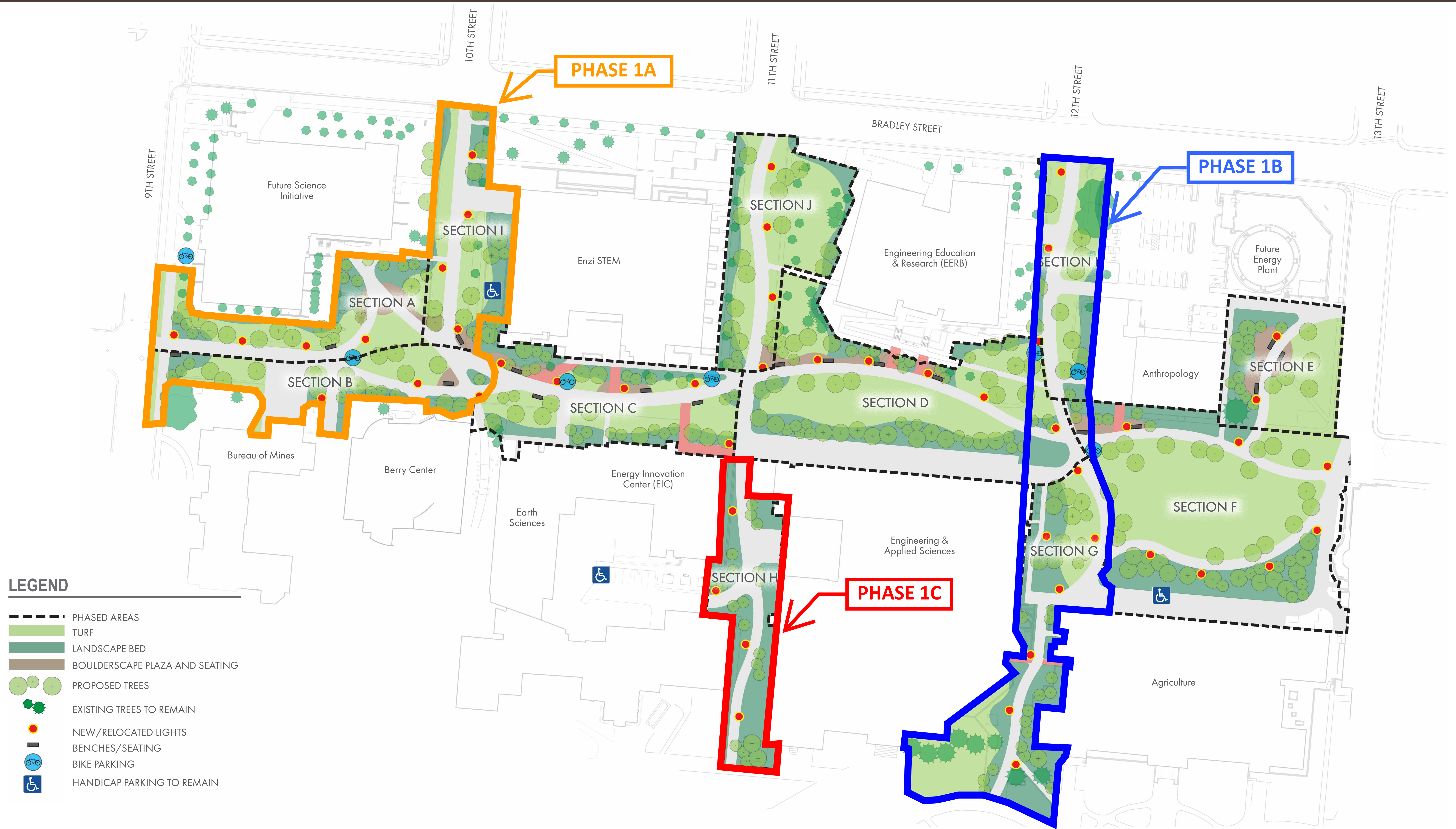
PROPOSED MOTION:

“I move to authorize Administration to proceed with Phase 1 of the Lewis St. landscaping project and execute a contract change order to the SI CMAR agreement with GE Johnson Construction Company of Wyoming in the amount of **\$X,XXX,XXX.XX**. The work shall be funded with \$4,000,000.00 from the Engineering and Education Research Building Project Reserve account, **\$XXX,XXX.XX** from the West Campus Satellite Energy Plant landscaping budget and **\$XXX,XXX.XX** from the Science Initiative landscaping budget”.

PRESIDENT’S RECOMMENDATION:

The President recommends approval.

Lewis Street Corridor



LEGEND

- PHASED AREAS
- TURF
- LANDSCAPE BED
- BOULDERSCAPE PLAZA AND SEATING
- PROPOSED TREES
- EXISTING TREES TO REMAIN
- NEW/RELOCATED LIGHTS
- BENCHES/SEATING
- BIKE PARKING
- ♿ HANDICAP PARKING TO REMAIN

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 2-10 (Post-Tenure Review), 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:

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:

- 1) Phasing out presidential directives;
- 2) Defining regulation versus policy/procedure;
- 3) Creating a new “look” and format for the regulations; and
- 4) Updating the substance of the regulations, policies, and procedures as needed, including determining whether there are any substantive gaps.

At the January 2017 Board of Trustees meeting, the University proposed 12 sections for the new ***Governing Regulations and Standard Administrative Policies and Procedures Manual***.

Section 1: Governance and Structure

Section 2: Academic Affairs

Section 3: Athletics

Section 4: Diversity and Equal Opportunity

Section 5: Employment and Ethics

Section 6: Facilities

Section 7: Finance and Business

Section 8: Information Technology

Section 9: Research and Economic Development

Section 10: Safety and Security

Section 11: Student Affairs

Section 12: University Relations

The new structure will involve three levels of policies:

- 1) Governing Regulations (Level A)
- 2) Standard Administrative Policies and Procedures (Level B)
- 3) Department/Unit Administrative Policies and Procedures (Level C)

The Section 2 Academic Personnel Regulations (2-1 through 2-16) include such matters as:

- 1) Describing academic designations, ranks and terms of appointment applicable to members of the faculty and other academic personnel, and general provisions regarding academic personnel;

- 2) Outlining University policies on academic freedom, faculty workload, sabbatical and professional development leave, and post-tenure review;
- 3) Defining University-level standards and outlining procedures for reappointment, tenure and promotion, post-tenure review, and compensation;
- 4) Establishing procedures for the resolution of academic personnel disputes and for the dismissal of academic personnel; and
- 5) Providing definitions of academic administrative structures and positions and describing terms of appointments and general provisions regarding academic administrators.

Per the routing process for UW Regulations, the proposed modifications to UW Regulation 2-10 were provided to the President's Cabinet, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor in Spring 2019. At the request of Faculty Senate, President Theobald asked Provost Miller to form a Working Group to examine the regulation and provide a report, which was completed by November 1, 2019. The Working Group recommendations were incorporated May 2020, and the Faculty Senate Executive Committee suggested a few additional changes, which were incorporated August 7, 2020. President Seidel and the Trustees Regulation Committee endorsed on November 25, 2020 with a few housekeeping edits. The Faculty Senate suggested an additional change on February 22, 2021, which was incorporated into the final version.

The Trustees Regulation Committee will discuss this item at the March 2021 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 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: [Trustee Brown to provide motion.]

“I move to authorize modifications to UW Regulation 2-10, as presented to the Board”

PRESIDENT'S RECOMMENDATION:

UW Regulation 2-10 (Post Tenure Review) Report to Acting President Theobald

November 1, 2019

I. The Charge

Acting President Theobald charged Provost and Vice President of Academic Affairs Kate Miller to review recent efforts to revise UW Regulation 2-10 (Post-Tenure Review), to develop recommendations with respect to the substance of UW regulations on post-tenure review, and to present a report by November 1, 2019.

II. Working Group Formation and Meetings

Provost Miller formed a Working Group consisting of faculty members, department heads, deans and senior administrators to provide input. The Working Group members were:

Faculty Members: Ken Chestek: Faculty Senate Chair; Michael Urynowicz: Faculty Senator; Chair, UW Reappointment, Tenure & Promotion Committee; David Bagley: Faculty Fellow in Academic Policy and Leadership

Department Heads: Kelly Kinney: Head, Department of English; Ben Rashford: Head, Department of Agriculture and Applied Economics; Sherrill Smith: Dean, School of Nursing

Deans: Brent Pickett: Dean, UW Casper; Ray Reutzell: Dean, College of Education; David Sprott: Dean, College of Business

Senior Administrators: Tami Benham Deal: Vice Provost; Tara Evans: General Counsel; Kate Miller: Provost and Vice President of Academic Affairs (Chair of Working Group)

The Working Group met October 10, 2019, October 25, 2019 and October 31, 2019 with electronic communications during the intervening times. At the initial meeting an historical account of the regulation review and revision process to date was presented and the group identified key challenges to consider. The remainder of this report examines areas of agreement identified by the group as well as key challenges upon which agreement may not have been achieved. When agreement was not reached, majority and minority opinions are both presented.

III. Areas of Agreement with Respect to Post-Tenure Review

The group agreed that:

1. The University of Wyoming must review the performance of tenured faculty members.
2. If a faculty member's performance is identified to be unsatisfactory in some manner, the University must have clearly defined processes for conducting a formal post-tenure review.
3. The post-tenure review process should provide a faculty member the opportunity for performance improvement.
4. The preferred outcome of post-tenure review processes is that a faculty member's performance becomes satisfactory.
5. Annual performance reviews, of themselves, do not constitute formal post-tenure reviews.
6. A formal post-tenure review should consist of a review process whereby a faculty member's record is reviewed by peers at three levels: unit, college and university; as well as by administrators at three levels: unit head, college dean, and provost.

7. A faculty member should have reasonable opportunities to appeal or accept decisions at any level that occur within the formal post-tenure review process.
8. A formal post-tenure review may lead to the determination that a tenured faculty member's performance cannot be satisfactorily improved and, in that case, steps toward dismissing that faculty member may become appropriate.

IV. Challenge 1: When Should a Formal Post-Tenure Review Occur?

Background. The current regulation (UW Regulation 2-10) dictates that academic units are solely responsible for identifying when faculty members in the unit will undergo a formal post-tenure review (PTR). This flexibility has led to highly variable and inconsistent practices across campus, including: PTRs not being done (except during years where raises have been available), annual reviews serving as the PTR, and fixed comprehensive review cycles (e.g., every 6 years). While providing maximum faculty input at the unit level, this approach has also led to inequity across campus with respect to when a faculty member undergoes a PTR.

Majority Opinion. Use annual reviews as the trigger for a formal PTR.

The majority of the group agreed that a robust annual review process:

1. Provides accountability and sufficient documentation when tenured faculty members are performing satisfactorily.
2. Provides faculty members and unit heads the opportunity to work together to address performance that is unsatisfactory in some manner prior to conducting a formal PTR.
3. Only triggers a formal PTR under conditions that are specifically identified in the regulation.
4. Minimizes the overall work load required by administrators and tenured faculty members by only requiring formal PTRs for cases where faculty performance is not satisfactory.

A caveat mentioned by one group member was that if annual reviews are used to trigger a formal PTR, each academic unit should clearly identify a unit peer review process that may be requested by a faculty member prior to their annual review being formally submitted.

Minority Opinion. Do not use annual reviews to trigger formal PTRs. Instead, require formal PTRs periodically (e.g. 4-5 years) for all tenured faculty. The Faculty Senate, as represented by Chair Chestek, does not support using annual reviews to trigger a formal PTR. The Senate's primary concerns are that (a) unit heads may inflate annual review results to avoid triggering a formal PTR, and (b) unit heads may, conversely, rate a faculty member too harshly and thus trigger a formal PTR. A consistent requirement for periodic formal PTRs removes both concerns.

V. Challenge 2: What Level of Performance Triggers a Formal Post-Tenure Review?

Background. The current regulation does not dictate performance triggers for a formal post-tenure review. Instead, academic units are solely responsible for identifying a minimum time frame for post-tenure reviews to occur for all tenured faculty. The majority opinion of the working group, however, is that a formal post-tenure review should be triggered by the results of annual results. Therefore, the level of performance that triggers a formal post-tenure review should be identified.

Majority Opinion. Performance "below expectations" may trigger a formal PTR.

The majority of the group agreed that performance "below expectations" in an annual review may be sufficient to trigger a formal PTR, with the following constraints:

1. Performance expectations shall be defined by the academic unit, as discussed in Section VII.

2. If overall job performance in an annual review meets or exceeds expectations, a first "below expectations" rating for any single job component, regardless of its weighting should not trigger a formal PTR. Instead, the faculty member and unit head should develop a performance improvement agreement (PIA) to improve performance prior to the next annual review.
3. Even if overall job performance in an annual review meets or exceeds expectations, a second "below expectations" ratings for a single job component within a four year period, regardless of its weighting, should trigger a formal PTR.
4. A "below expectations" rating in an annual review for overall job performance should trigger a formal PTR on its first occurrence.

Minority Opinion. ***Do not regulate the level of performance that could trigger a formal PTR. Instead, allow this to be determined by the unit.*** The Faculty Senate, as represented by Chair Chestek, does not support regulating a specific level of performance that would automatically trigger a formal PTR. The Senate believes that this approach is too mechanical and does not allow appropriate discretion or flexibility to be used at the unit level. For example, a rating of "below expectations" in one category that may be as little as 5% of a faculty member's job description in two consecutive evaluations, or two evaluations in four years, would trigger a formal post tenure review when there may be other, more appropriate, interventions possible. Additionally, the Senate believes that no clear definition of "below expectations" for overall performance has been established. Finally, the Senate notes that requiring formal periodic PTRs of all tenured faculty removes its concerns about performance triggers.

VI. Challenge 3: What Does the phrase "Major Job Duties" Mean?

Background. The current regulation dictates that academic units are solely responsible for developing and formally approving definitions of major job duties and setting minimum performance expectations to be considered during formal post-tenure review (PTR). This flexibility has led to considerable uncertainty and inconsistency in how the regulation has been applied with some units defining major job duties as those above a certain percentage of a faculty member's job description while others consider every component of a faculty member's duties. While providing maximum faculty input at the unit level, this approach has also led to inequity across campus with respect to when a faculty member undergoes a PTR.

Majority Opinion. ***The phrase "major job duties" should not be used and instead all key aspects of a faculty member's job description should be evaluated.*** The majority of the group agreed that job descriptions outline broad categories of duties (i.e., teaching, research/creative activities, extension, service [including professional service], advising, administration, outreach/engagement) and specify the relative workload distribution for each category. Faculty members are expected to meet expectations in all areas of their job descriptions, regardless of the percentage of effort assigned to each category. Failure to meet expectations in areas with even the smallest distribution of effort can have negative consequences on the unit's ability to carry out its function, on faculty morale, and on student success.

Minority Opinions.

1. Retain the stipulation of "major job duties" and require academic units to define this term (*status quo*).
2. Retain the phrase "major job duties" but define it in some manner with respect to job descriptions.

VII. Challenge 4: What Is Meant by "Performing Below Expectations" With Respect to Triggering a Formal Post-Tenure Review?

Background. The current regulation defines "performance below expectations" as "Performance at an unacceptable level of accomplishment or competency in one or more major job duties during the time period covered by a post-tenure review." This definition does not apply, however, to performance triggers

for a post-tenure review because the current regulation does not dictate such triggers and instead provides academic units sole responsibility for identifying a minimum time frame for post-tenure reviews to occur for all tenured faculty. The majority opinion of the working group, however, is that a formal post-tenure review should be triggered by the results of annual reviews. Therefore, a definition of "performing below expectations" should be identified.

Majority Opinion. Academic units shall develop performance evaluation policies that define the performance expectations for their unit including "performing below expectations".

The majority of the group agreed that performance expectations across different academic units may differ in accordance with the nature of the work done by different units. The majority also agreed that the faculty members in a particular academic unit best understand those expectations. To ensure that performance expectations are consistent with the academic field, as well as to provide guidance to unit heads when conducting annual reviews, and to provide clarity for those outside the academic field, the academic units must develop performance evaluation and expectations policies.

Additional Thoughts.

1. The potential consequences of a formal PTR are sufficiently severe that only annual performance at an "unacceptable" level should trigger a formal PTR. Performance that is "below expectations" but can be improved by other means should not trigger a formal PTR. This may be addressed by careful redefinition of the performance levels used for annual reviews.
2. The proposed regulation clearly defines the triggers for an "extensive review" (equivalent to a formal PTR) with respect to annual review evaluations so no additional definition is required.
3. The proposed regulation also clearly states that the first time a faculty member is evaluated "below expectations" in an annual review for any given job component but not overall, they would not undergo a formal PTR but would instead work with their unit head to implement a "performance improvement agreement" (PIA). This addresses the issue of these definitions by providing a faculty member the opportunity to remediate a performance weakness without having to undergo a formal PTR.

VIII. Additional Areas of Discussion

The Working Group also examined other questions and issues related to post-tenure review. These questions and issues deserve further consideration. The group recommends that the Office of Academic Affairs examine these within the context of the post-tenure review regulation and subsequent Standard Administrative Policies and Procedures (SAPPs) to be developed to implement the regulation.

- A. Should time limits on performance improvement plan (PIP) implementation be extended to two years for all job components (except for research or creative activities, which are currently a maximum of 3 years)?

Several group members supported extending time limits. Extending time limits would allow for one additional annual review and continued improvement before a PIP would be considered failed and the case is referred to the unit's T & P committee (or equivalent) for review and advice.

- B. What should be the next step when a faculty member receives an overall rating of "unacceptable" on first annual review?

In the proposed regulation, such an overall rating would directly trigger a formal (extensive) PTR, skipping the performance improvement agreement (PIA) step. A number of group members had concerns with this question because the process by which an overall rating is determined has not been clearly identified.

C. How should an overall rating in an annual review be determined?

Although this question is specifically related to the annual review process, because annual reviews may trigger formal post-tenure reviews, the group requested additional examination of this issue. Most recently, annual review overall ratings for faculty members were calculated as the weighted average of individual job component ratings, based on the percentages of each component of the job description. This approach is consistent with how staff are rated. Group members wondered whether this was the best approach to use with respect to determining whether to trigger a formal post-tenure review.

D. Should policy be driven by the principle that performance in any job category falling below expectations warrants an intervention by a supervisor to assist in improving, or by practice/reluctance of supervisors to rate performance below expectations?

The working group agreed that the goal of post-tenure reviews should be improved faculty member performance (see Section III.3 and III.4). To address the practice/reluctance of supervisors with respect to rating performance, the group recommends that unit heads receive training, perhaps in the form of coaching/norming sessions. This approach is used by academic units already to provide fair grading across courses that have multiple sections and instructors and could work well to help ensure that unit heads are evaluating consistently.

E. Should the regulation include an option for a faculty member to request peer review at the unit level if their annual review results in a "below expectations rating" on one or more job duties?

Several group members felt that this option is essential and should be included in the regulation. Such a review shall be conducted in accordance with unit policy and procedures.

F. Should the regulation include an option for a unit head, dean or faculty member to bypass annual review and request an immediate extensive PTR?

This could expedite review in egregious cases and also give a faculty member the ability to go beyond the unit level peer review in cases where they disagree with the unit head and dean's review. One group member noted that "egregious" must be defined. Another group member was concerned that such an option could sidestep the thorough post tenure review process that is being proposed. Both group members noted that for truly egregious cases the processes in UW Regulation 2-6 (Dismissal of Academic Personnel) are available and they felt that should be sufficient.

IX. Concluding Comments

Post-Tenure Review should be a comprehensive, formal system designed to support faculty development and to ensure professional accountability consistent with academic unit needs and the goals of the University of Wyoming. As this report indicates, there appears to be universal agreement among stakeholders on the need for post-tenure review and especially for clearly defined, consistent processes related to post-tenure review. Majority opinions were presented for the key challenges examined, but disagreement nevertheless remained among affected stakeholders with respect to the particular processes for implementing post-tenure reviews. Disagreement is likely unavoidable on a topic as important as post-tenure review. While the views of those who disagree may not ultimately prevail, those views should nevertheless be examined carefully and used to inform final decision making.

Draft 4-5-19

Endorsed by the Trustees AA/SA Committee 4-4-19

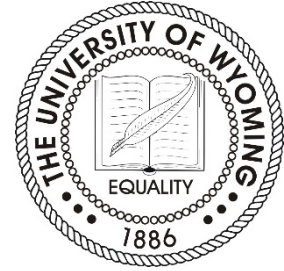
Endorsed by the Trustees Regulation Committee 3-6-19

Task Force Recommendations incorporated 5-7-20

Faculty Senate Executive Committee changes incorporated 8-7-20

Regulation Committee and cleanup edits incorporated 11-25-20

Faculty Senate edit incorporated February 2021 – FINAL REDLINE COPY



UNIVERSITY OF WYOMING REGULATIONS

Subject: Post-Tenure Review ~~Policy~~

Number: UW Regulation 2-10

I. STATEMENT OF POLICY

~~Post tenure review is the system by which faculty members holding tenured contracts receive regular performance evaluations. The system includes peer review and remedial steps for cases in which a faculty member's performance falls below expectations in the judgment of a supervisor. Post-tenure review is not a mechanism for re-assessing the tenure of faculty members who hold it. Revocation of tenure is a serious matter requiring dismissal for cause, as defined in UW Regulation 2-1(V).~~

~~As discussed in this UW Regulation, it is possible for post-tenure review, including its peer review and remedial steps, to lead to a conclusion that a faculty member's performance constitutes neglect of duty or other deficiencies identified during the review process, which are grounds for pursuing dismissal under procedures defined in UW Regulation 2-6.~~

~~However, these are not the only grounds for dismissal and post-tenure review is not the only pathway for determining that it is appropriate to pursue dismissal.~~

I. PURPOSE

~~The purpose of this Regulation is to reflect the University of Wyoming's commitment to promoting the continued high-quality teaching, research/scholarship/creative activity, service and outreach, and extension activities of its tenured faculty, and thereby to enhance the educational environment for its students and larger community. The primary purpose is to describe the policy and procedures for conducting Post-Tenure Review of tenured faculty.~~

II. DEFINITIONS

~~As used in this regulation:~~

~~Administrative unit~~ **Academic Unit:** The department, program, division, center, or school to which a tenured faculty member is assigned for purposes of performance evaluation and recommendations related to compensation. The "unit faculty" providing votes and rationale are those specified in UW Regulation 2-7.

Draft 4-5-19

Endorsed by the Trustees AA/SA Committee 4-4-19

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~~Administrative unit head or unit head~~**Academic Unit Head:** The supervisor of the ~~administrative unit. Unit heads~~**Academic Unit. Academic Unit Heads, also called Unit Heads,** have a variety of titles at the university, including department head, department chairperson, program director, division director, and ~~dean~~**Dean or Director** of a school. The ~~unit head~~**Unit Head** is responsible for performance evaluation and recommendations related to compensation.

~~Performance below expectations~~**Annual Review:** A formal discussion between the Unit Head and faculty member about the individual's professional development and performance. The basis for this review is an annual performance evaluation carried out by the Unit Head to evaluate the past year's performance and to review progress and achievement of goals. The annual evaluation of the faculty member is conducted by the Unit Head and is based on performance in each of the duties outlined in the faculty member's job description. A consensus of the faculty of the Academic Unit shall determine when and how peer review is incorporated into the Annual Review process for the purpose of providing advice to the Unit Head.

Below Expectations: Performance at an unacceptable level of accomplishment or competency in ~~one or more major~~the job duties outlined in the job description during the time period covered by a ~~post-tenure review.~~Post-Tenure Review. For faculty members, the duties may include but are not necessarily limited to teaching, research, creative activities, service, and extension. ~~A faculty member who has not received a rating of performing below expectations during a post-tenure review period is presumed to have performed at least according to expectations for the period.~~

Extensive Review: A multi-level review process that examines a tenured faculty member's performance over a four-year period and includes peer reviews and administrator reviews. An Extensive Review shall occur when the individual receives an overall annual evaluation rating Below Expectations or when performance on one or more of the duties outlined in their job description is Below Expectations for two consecutive years or for two of the previous four years (in the same performance area) or when the goals of a Performance ~~improvement~~Improvement Agreement have not been achieved. This evaluation will be conducted in accordance with University policy and the unit's tenure and promotion procedures. At minimum, the following must be examined:

1. Academic Unit standards and expectations for performance of tenured faculty
2. Vitae
3. Job description(s)
4. Annual Reviews for previous four years
5. The Performance Improvement Agreement from the last cycle

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Endorsed by the Trustees AA/SA Committee 4-4-19

Endorsed by the Trustees Regulation Committee 3-6-19

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6. Faculty member's written self-evaluation of performance
7. Peer evaluations of teaching and other multiple measures of teaching, as available
8. Evidence of service, outreach, and extension (if appropriate)
9. Evidence of research/creative work
10. An assessment of research or scholarly work may include use of reviews external to the University if either the Dean, Unit Head, or faculty member requests external reviews. When used, procedures for obtaining external reviewers shall follow the process outlined in UW 2-7.
11. Any other material submitted by the faculty member, including external letters of recommendation.

Meets Expectations: Performance consistently meets or exceeds expectations.

Performance Improvement Agreement (PIA): An agreement between the faculty member and the Unit Head completed when a performance rating in one or more areas is Below Expectations. The PIA details a plan which the faculty member and Academic Unit Head will follow to improve performance in the problem area or areas. The PIA is usually established for one year. If research deficiencies warrant a longer period, the PIA may be set for two years.

Performance Improvement Plan (PIP): A written document, developed by the faculty member and Unit Head as a result of an Extensive Review, defining specific commitments to improve ~~his or her~~ the faculty member's performance in cases where it falls ~~below expectations~~. Below Expectations. A complete ~~performance improvement plan~~ PIP includes (1) a description of the faculty member's strengths and weaknesses; (2) identification of ~~verifiable~~ measurable goals to overcome the weaknesses; (3) an outline of activities and timelines for achieving these goals; and (4) a description of the criteria by which the faculty member, faculty peers, ~~administrative unit head~~ Unit Head, and college ~~dean~~ Dean may assess whether the goals have been met. Consistent with the level of intellectual independence and initiative associated with a faculty career, the faculty member is responsible for developing an acceptable ~~performance improvement plan~~ Performance Improvement Plan.

Post-Tenure Review: A comprehensive, formal system designed to support faculty development and to ensure professional accountability consistent with academic needs and goals of the University. While dependent on a robust Annual Review and performance evaluation process, Post-Tenure Review is separate and specifically includes the Extensive Review process.

III. POST-TENURE REVIEW POLICY

Draft 4-5-19

Endorsed by the Trustees AA/SA Committee 4-4-19

Endorsed by the Trustees Regulation Committee 3-6-19

Task Force Recommendations incorporated 5-7-20

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The faculty in each administrative unit shall purpose of Post-Tenure Review is to assess, recognize, develop and formally approve definitions of major job duties, a minimum time frame for post-tenure review cycles, and, and enhance the performance of tenured faculty members at the University of Wyoming. Tenure is granted with the expectation of continued professional growth and ongoing productivity in research or creative activities, teaching, service, and extension. Thus, every tenured faculty member has the duty to maintain professional competence. In addition, Post-Tenure Review is intended to ensure institutional accountability and provide a process and for the University to improve as an organization.

A Post-Tenure Review shall examine all duties outlined in the faculty member's job description during the period under consideration. Faculty members who fail to participate in any aspect of the Post-Tenure Review process, as required, may be subject to disciplinary action up to and including termination.

The Office of Academic Affairs shall ensure that the faculty in each Academic Unit develop and maintain a set of minimum clearly defined standards and expectations for post-tenure review evaluation of faculty members. The process must be consistent with the unit's tenure and promotion procedures, and the performance Post-Tenure Review evaluation. Performance expectations must make explicit the standards of the discipline and be consistent with University Regulations and policies. Deans shall assure that unit level standards and expectations are consistent with the discipline and with college and University policies. Unit Heads and Deans shall continuously and consistently communicate these performance expectations with the faculty in each Academic Unit.

IV. CONSIDERATION OF ACADEMIC FREEDOM AND TENURE

Post-Tenure Review shall be conducted in a manner that is consistent with the preservation of academic freedom. Further, Post-Tenure Review is not a mechanism for re-assessing the tenure of faculty members who hold it. Revocation of tenure is a serious matter requiring dismissal for cause, as defined in UW Regulation 2-6.

As discussed in this UW Regulation, it is possible for Post-Tenure Review, including its peer review and remedial steps, to lead to a conclusion that a faculty member's performance constitutes neglect of duty or other deficiencies identified during the review process, which are grounds for pursuing dismissal under procedures defined in UW Regulation 2-6. However, these are not the only grounds for dismissal and Post-Tenure Review is not the only pathway for determining that it is appropriate to pursue dismissal.

V. OUTCOMES OF ANNUAL REVIEW AND PIA PROCESSES

A. Annual Reviews

Draft 4-5-19

Endorsed by the Trustees AA/SA Committee 4-4-19

Endorsed by the Trustees Regulation Committee 3-6-19

Task Force Recommendations incorporated 5-7-20

Faculty Senate Executive Committee changes incorporated 8-7-20

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If a faculty member receives an overall annual evaluation rating of Meets Expectations or better and receives Meets Expectations or better on each area of performance, no further action is required.

If a faculty member receives an overall annual evaluation rating of Meets Expectations or better but receives Below Expectations in one or more areas of performance, the faculty member shall engage with their Unit Head to prepare a PIA.

If a faculty member receives an overall annual evaluation rating Below Expectations, the faculty member shall receive an Extensive Review.

If a faculty member receives Below Expectations in one or more areas of performance for two consecutive years or for two of the previous four years, the faculty member shall receive an Extensive Review.

B. Performance Improvement Agreements

If a faculty member has prepared a PIA in conjunction with their Unit Head, the evaluation of whether the PIA goals have been achieved will be conducted as part of the next Annual Review (or as specified in the PIA if the time frame is longer than one year). If the goals of the PIA are determined to have been met at the next Annual Review, the PIA is completed successfully and no further action is required.

If the goals of the PIA are not met at the next Annual Review (or at the next review specified in the PIA if the time frame is longer than one year), the faculty member shall receive an Extensive Review.

VI. PROCEDURES FOR EXTENSIVE REVIEWS

A. Notification

Faculty members will be notified in advance when an Extensive Review is required. The Unit Head will provide the faculty member the timeline for submitting the set of materials required for an Extensive Review.

B. Administrative Review

The Extensive Review process begins with an administrative review, which consists of independent evaluations of the required materials by the Unit Head and Dean. Tenured faculty members are assessed to determine, at a minimum, whether

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~~they are “proceeding according to expectations” or “performing below expectations” on major job performance~~ Meets Expectations on each of the duties (e.g., research/creative activities, teaching, extension and service) outlined in their job description. Note that the administrative review, unlike the Annual Review, is based on four years of performance materials.

C. 1.—Outcome of Administrative Review

1. If both the ~~unit head~~Unit Head and ~~college dean~~Dean determine that the faculty member is ~~“proceeding according to meeting expectations,”~~ then the ~~post-tenure review~~Extensive Review is deemed completed. ~~“Proceeding according to expectations” is considered meritorious for salary raise purposes. and no further action is required.~~
2. ~~2.—~~If both the ~~unit head~~Unit Head and ~~college dean~~Dean have assessed the faculty member during the administrative review as ~~“performing below expectations”~~Below Expectations on one or more ~~major job duty in the post-tenure review, then,~~ a PIP will be developed to address the ~~college dean shall pursue one~~problematic area(s) of the options specified in III(B) below. The faculty member may appeal the unit head and dean’s “performing below expectations” decision and initiate proceedings according to III(A)(3):member’s job performance.
- ~~3.—~~
3. If the ~~college dean~~Dean determines the ~~unit head~~Unit Head and ~~college dean~~Dean are not in agreement on the ~~“performing below expectations”~~that performance falls Below Expectations in the Administrative Review, then the Dean shall refer the case back to the Academic Unit for peer review and the following procedures are enacted.

D. Procedures for Conflicted Administrative Evaluation or Faculty Appeal

The procedures below shall be enacted when the college Dean and Unit Head are not in agreement on the assessment infrom the post-tenureadministrative review; that performance is Below Expectations for one or ifmore job duties, or when the faculty member appeals the “performing below expectations” evaluations of combined decision by both the unit head and dean on the post-tenure review year; then the college dean shall refer the case back to the administrative unit for peer review and the following procedures are enacted.Unit Head and Dean that performance as assessed in the Administrative Review is Below Expectations.

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1. Each Department and College Level Review

~~Based on Academic Unit protocol for determining peer group, each faculty or committee member and each administrator at each level (unit, college) the Academic Unit and university) College levels must review materials and provide, in writing, a vote of agreement or disagreement with the “performing below expectation” evaluation that performance does not Meet Expectations, specifying the reasons for his/her decision. The order of consideration shall be unit faculty, unit head Unit Head, college tenure and promotion committee, dean university tenure and promotion committee. These and Dean. The written votes and comments at each level become part of the case file reviewed by subsequent committees/persons and administrators. When this process is complete then the Provost and Vice President for Academic Affairs makes a final determination. The Provost and Vice President’s determination asserts that the faculty is “proceeding according to expectations” or is “performing below expectations” and, if so, specifies the implementation of one of the options in III(B).~~

~~b.—~~

2. University Level Review

~~Conflicted cases will be referred to the University Reappointment, Tenure and Promotion committee for additional review. Procedures will be consistent with those outlined in UW 2-7 for reappointment, tenure and promotion cases.~~

3. Timing of Reviews

Committee members at each level of review must vote within 30 days after receipt of the case, and individual administrators must vote within 10 days after receipt of the case file.

The purpose of the specified time lines for initiating reviews and limiting deliberations is to ensure expeditious resolution of performance review disagreements. The President of the University may authorize reasonable extensions of these guidelines under extenuating circumstances.

~~e.— The “performing below expectations” review process can be stopped at any time upon resolution and concurrence with the Vice President for Academic Affairs by the faculty member, unit head or college dean.~~

~~d.— If a discrimination charge is filed by the faculty member against the unit head and/or college dean, the “performing below expectations” review process continues but no final determination is implemented until the discrimination charge has been adjudicated under UW Regulation 4-2.~~

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~~B. After consultation, the faculty member, the unit head, and the college dean must agree on one of the following for a faculty member who is “performing below expectations” on one or more major job duty:~~

- ~~(1) redefinition of job duties,~~
- ~~(2) resignation/retirement within two academic years,~~
- ~~(3) medical leave,~~
- ~~(4) unpaid leave of absence,~~
- ~~(5) career counseling, or~~
- ~~(6) development of a performance improvement plan (PIP) to address the problematic area(s) of the faculty member’s job performance.~~

~~If the college dean determines that the faculty member, the unit head, and the college dean cannot agree, then the faculty member shall pursue a performance improvement plan (PIP).~~

IV

4. Final Determination

When this process is complete, the Provost and Vice President for Academic Affairs makes a final determination that the faculty is either meeting expectations or is performing Below Expectations. If the latter, the Provost and Vice President for Academic Affairs will instruct the faculty member and Unit Head to develop a PIP.

The Below expectations Extensive Review process can be stopped at any time upon resolution and concurrence with the Provost and Vice President for Academic Affairs by the faculty member, Unit Head or Dean.

If a discrimination or harassment charge is filed by the faculty member against the Unit Head and/or college Dean, the Below Expectations Extensive Review process continues but no final determination is implemented until the charge has been reviewed under UW Regulation 4-2.

E. Appeals

The faculty member may appeal the Unit Head and Dean’s evaluation that performance falls Below Expectations (as described in V.C.2.) and initiate proceedings according to V.D. Notification of appeal shall be made to the Unit Head and Dean within 30 days of receiving the results of the administrative review.

VII. PERFORMANCE IMPROVEMENT PLAN (PIP)

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If a PIP is the outcome ~~III(B)(6) is of the decision~~ Extensive Review, the faculty member is obligated to construct, in consultation with and approval by ~~both the unit head~~ Unit Head and ~~college dean~~ Dean, a ~~performance improvement plan (PIP)~~ no later than ~~60~~ 30 days after the ~~“performing below expectations”~~ final decision of the Extensive Review that performance was Below Expectations has occurred. If the faculty member and Unit Head cannot agree, the PIP is referred to the Dean for approval. If the faculty member does not agree with the decision of the Dean, the faculty member may request a review by the Provost and Vice President of Academic Affairs, who may refer the case to the University Reappointment, Tenure and Promotion committee for review. The decision of the Provost and Vice President of Academic Affairs is final.

A. Timeline

A PIP must conform to the following time limits:

~~A. Teaching problems must be addressed within one year. Activities exemplifying improvement in teaching performance include, but are not limited to: consulting with the Ellbogen Center for Teaching and Learning personnel, attending teaching related workshops at UW or professional associations, enrolling in education method courses at UW or elsewhere, and having classroom observations by peers at least once a semester per course.~~

~~B. Extension problems must also be addressed within one year. A “performing below expectations” evaluation concerning extension performances must be addressed and appropriate involvements stipulated at the unit level in consultation with the Director of University of Wyoming Extension. Activities exemplifying improvement in extension include, but are not limited to: conjoint applied research projects with colleagues at UW or elsewhere, attending continuing education and/or technical assistance workshops at UW or elsewhere, and development of courses for presentation by telecommunication systems.~~

1. Research ~~Issues related to teaching must be resolved within two years.~~

2. Issues related to extension must be resolved within one year.

3. Issues related to research/creative activities ~~problems~~ —must be addressed ~~resolved~~ within a maximum of three years; shorter time periods are preferred if a reasonable chance of improvement is probable. Activities exemplifying improvement in research/creative performance include, but are not limited to: conjoint projects with colleagues at UW or elsewhere, review of projects and pre-publication submissions by colleagues at UW or elsewhere, and consultation with and advice from representatives of the Vice President for Research and Economic Development.

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~~C. Service problems must be addressed within one semester. A “below expectations” evaluation concerning service contributions must be addressed and appropriate involvements stipulated at the unit level in consultation with the college dean.~~

~~D. (1) If the college dean determines that the proposed PIP is **acceptable** to both the unit head and college dean, then the proposed PIP is considered operative and the administrative constraints itemized below are in effect.~~

~~(2) If the college dean determines that the initially proposed PIP is **unacceptable** to the unit head or college dean, then the college dean refers the PIP to the unit’s tenure and promotion committee (or equivalent) for review and advice. (a) If the unit’s committee **rejects** the proposed PIP, then the faculty member must revise the PIP consistent with the committee’s recommendations. This revision is to be completed within 30 days of receipt of the committee’s rejection and recommended modifications. This revision is re-submitted to the unit head and college dean for acceptance. (b) If the revised PIP is unacceptable to either the unit head or college dean, then the revised PIP is sent to the Provost and Vice President for Academic Affairs for a determination. (c) The Provost and Vice President for Academic Affairs either accepts or rejects the revised PIP; rejection is sufficient grounds for pursuing dismissal for cause under UW Regulation 5-801.~~

~~(3) If the unit’s committee **accepts** the PIP and both the head and dean accept the committee’s decision, then the proposed PIP is considered operative. (a) If the college dean determines that either the unit head or the college dean rejects the committee’s acceptance of the proposed PIP, then the PIP is referred to the Provost and Vice President for Academic Affairs who either accepts or rejects the PIP. (b) Acceptance by the Provost and Vice President makes the revised PIP operative while rejection of the proposed PIP by the Provost and Vice President for Academic Affairs is sufficient grounds for pursuing dismissal for cause under UW Regulation 801.~~

~~5. Issues related to service must be resolved within one semester.~~

B. Administrative Constraints

Once a PIP is implemented, the following administrative constraints are operative:

1. Salary increases are not available to any faculty member working under a PIP.
2. The faculty member working under a PIP cannot file a separate “~~grievances and disputes~~” action under UW Regulation 2-2 related to the PIP and the ~~post-tenure review~~Post-Tenure Review process. (Discrimination and harassment)

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complaints under UW Regulation 4-2 can be initiated at any time during the ~~post-tenure review~~Post-Tenure Review and PIP process.)

3. The faculty member, ~~unit head~~Unit Head, and ~~college dean~~Dean shall meet ~~at the end of each~~no less than once during an academic semester to review progress toward the goals stipulated in the PIP. If the time frame for PIP is one semester, the faculty member and Unit Head should meet mid-semester to review progress. The faculty member is expected to make a good faith effort to implement the goals of the PIP and administrators are expected to act in good faith when reviewing the individual's performance in terms of the goals in the PIP.

~~I.~~—Annual performance reviews will be conducted while a faculty member is working under a PIP. If either the ~~unit head~~Unit Head or ~~college dean~~Dean concludes that the faculty member has failed to demonstrate satisfactory progress towards the goals of the PIP, then the ~~college dean~~Dean refers the case to the ~~unit's~~Academic Unit's tenure and promotion committee (or equivalent) for review and advice, and the procedures, responsibilities and guidelines detailed in ~~III(A)(3)V.D.~~ are initiated. If the result of ~~III(A)(3)V.D.~~ is failure of the faculty member to demonstrate satisfactory progress towards the goals of the PIP, and the faculty member, the ~~unit head~~Unit Head, and the ~~college dean~~Dean cannot agree to an appropriate job redefinition then the college ~~dean~~Dean shall pursue dismissal for cause under UW Regulation 2-6.

4. No additional ~~post-tenure reviews~~Extensive Reviews shall occur until the initial PIP is completed.

VIII. COMPLETION OF THE PERFORMANCE IMPROVEMENT PLAN (PIP)

When the objectives of a PIP are fully met and the timeline outlined in the PIP has expired or, in any case, no later than three years after the initial implementation of the PIP, the ~~unit head~~Unit Head shall ~~make~~provide a written report to the faculty member and the college ~~dean~~Dean asserting one of the following conclusions:

- A. The ~~unit head~~Unit Head concludes that the faculty member has successfully completed the goals of the PIP. If the college ~~dean~~Dean concurs with this conclusion, the faculty member is considered to be “proceeding according to expectations” and becomes eligible for the benefits associated with that status.
- B. If either the ~~unit head~~Unit Head or college ~~dean~~Dean concludes that the faculty member has failed to successfully complete the goals of the PIP, ~~then the college dean or the unit head shall refer the case to the unit's tenure and promotion~~

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~~committee (or equivalent) for review and advice, and the procedures, responsibilities and guidelines detailed in III(A)(3) are automatically initiated. If the result of III(A)(3) is failure of the faculty member to satisfactorily complete~~can request a review by the Provost and Vice President of Academic Affairs, whose decision will be final. If it is determined that the goals of the PIP and the faculty member, the unit head, and the college dean cannot agree to an appropriate job redefinition then the college dean have not been met, then the college Dean shall pursue dismissal for cause under UW Regulation 2-6.

IX. REVISIONS

~~VI. REVIEW OF THIS PROCESS~~

As necessary, the Faculty Senate will conduct a review of the ~~post-tenure review~~Post-Tenure Review process and formulate a recommendation to the ~~Trustees~~President of the University and the Board Trustees as to the continuation, discontinuation or modification of the process.

Responsible Division/Unit: Office of the Provost and Vice President for Academic Affairs

Source: None

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

Associated Regulations, Policies, and Forms: None

History:

University Regulation 808; adopted 3/6/2009 Board of Trustees meeting

Revisions adopted 3/23/2012 Board of Trustees meeting

Revisions adopted 11/15/2013 Board of Trustees meeting

Reformatted 7/1/2018: previously UW Regulation 5-808, now UW Regulation 2-10

UW Regulation 2-10 (Post Tenure Review)
Faculty Senate Suggested Changes

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UNIVERSITY OF WYOMING REGULATIONS

Subject: Post-Tenure Review
Number: UW Regulation 2-10

I. PURPOSE

The purpose of this Regulation is to reflect the University's commitment to promoting the continued high-quality teaching, research/scholarship/creative activity, service and outreach, and extension activities of its tenured faculty, and thereby to enhance the educational environment for its students and larger community. The primary purpose is to describe the policy and procedures for conducting post-tenure review of University of Wyoming tenured faculty.

II. DEFINITIONS

Academic Unit: The department, program, division, center, or school to which a tenured faculty member is assigned for purposes of performance evaluation and recommendations related to compensation. The "unit faculty" providing votes and rationale are those specified in UW Regulation 2-7.

Academic Unit Head: The supervisor of the academic unit. Academic Unit Heads, also called Unit Heads, have a variety of titles at the university, including department head, department chairperson, program director, division director, and Dean or Director of a school. The Unit Head is responsible for performance evaluation and recommendations related to compensation.

Annual review: A formal discussion between the Unit Head and faculty member about the individual's professional development and performance. The basis for this review is an annual performance evaluation carried out by the Unit Head to evaluate the past year's performance and to review progress and achievement of goals. The annual evaluation of the faculty member is conducted by the Unit Head and is based on performance in each of the duties outlined in the faculty member's job description. **A consensus of the faculty of the academic units shall determine when and how peer review is incorporated into the annual review process for the purpose of providing advice to the Unit Head.**

Extensive review: A multi-level review process that examines a tenured faculty member's performance over a four-year period and includes peer-reviews and administrator reviews. An Extensive Review shall occur when the individual receives an overall annual evaluation rating below "Meets Expectations" or when performance on one or more of the duties

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36 outlined in their job description is below “Meets Expectations” for two consecutive years
37 or for two of the previous four years (in the same performance area) or when the goals of
38 a performance improvement agreement have not been achieved. This evaluation will be
39 conducted in accordance with University policy and the unit’s tenure and promotion
40 procedures. At minimum, the following must be examined:

- 41
- 42 1. Academic Unit standards and expectations for performance of tenured faculty.
- 43
- 44 2. Vitae.
- 45
- 46 3. Job description(s).
- 47
- 48 4. Annual reviews for previous four years.
- 49
- 50 5. The PIA from the last cycle.
- 51
- 52 6. Faculty member’s written self-evaluation of performance.
- 53
- 54 7. Peer evaluations of teaching and other multiple measures of teaching, as
55 available.
- 56
- 57 8. Evidence of service, outreach, and extension (if appropriate).
- 58
- 59 9. Evidence of research/creative work.
- 60
- 61 10. An assessment of research or scholarly work may include use of reviews
62 external to the University if either the Dean, Unit Head, or faculty member
63 requests external reviews. When used, procedures for obtaining external
64 reviewers shall follow the process outlined in UW 2-7.
- 65
- 66 11. Any other material submitted by the faculty member, including external letters
67 of recommendation.

68 **Performance Below Expectations:** Performance at an unacceptable level of
69 accomplishment or competency in the job duties outlined in the job description during the
70 time period covered by a post-tenure review. For faculty members, the duties may include
71 but are not necessarily limited to teaching, research, creative activities, service, and
72 extension.

73 **Performance Improvement Agreement (PIA):** An agreement between the faculty
74 member and the Academic Unit Head completed when a performance rating in one or more
75 areas is below “Meets Expectations”. The PIA details a plan which the faculty member and
76 Academic Unit Head will follow to improve performance in the problem area or areas. The

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77 PIA is usually established for one year. If research deficiencies warrant a longer period,
78 the PIA may be set for two years.

79 **Performance Improvement Plan (PIP):** A written document, developed by the faculty
80 member and Unit Head as a result of an Extensive Review, defining specific commitments
81 to improve the faculty member’s performance in cases where it falls below expectations.
82 A complete PIP includes (1) a description of the faculty member’s strengths and
83 weaknesses, (2) identification of measurable goals to overcome the weaknesses, (3) an
84 outline of activities and timelines for achieving these goals, and (4) a description of the
85 criteria by which the faculty member, faculty peers, Unit Head, and college Dean may
86 assess whether the goals have been met. Consistent with the level of intellectual
87 independence and initiative associated with a faculty career, the faculty member is
88 responsible for developing an acceptable performance improvement plan.

89 **Post-Tenure Review:** A comprehensive, formal system designed to support faculty
90 development and to ensure professional accountability consistent with academic needs and
91 goals of the University. While dependent on a robust annual review and performance
92 evaluation process, Post-Tenure Review is separate and specifically includes the Extensive
93 Review process.
94

95 **III. POLICY**

96 The purpose of post-tenure review is to assess, recognize, develop, and enhance the
97 performance of tenured faculty members at the University of Wyoming. Tenure is granted
98 with the expectation of continued professional growth and ongoing productivity in research
99 or creative activities, teaching, service, and extension. Thus, every tenured faculty member
100 has the duty to maintain professional competence. In addition, post-tenure review is
101 intended to ensure institutional accountability and provide a process for the University to
102 improve as an organization.

103 A post-tenure review shall examine all duties outlined in the faculty member’s job
104 description during the period under consideration. Faculty members who fail to participate
105 in any aspect of the post-tenure review process, as required, may be subject to disciplinary
106 action up to and including termination.

107 The faculty in each academic unit shall develop and maintain a set of clearly defined
108 standards and expectations for post-tenure review evaluation. Performance expectations
109 must make explicit the standards of the discipline and be consistent with University
110 Regulations and policies. Deans shall assure that unit level standards and expectations are
111 consistent with the discipline and with college and University policies.

112

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113 **IV. CONSIDERATION OF ACADEMIC FREEDOM AND TENURE**

114 Post-tenure review shall be conducted in a manner that is consistent with the preservation
115 of academic freedom. Further, post-tenure review is not a mechanism for re-assessing the
116 tenure of faculty members who hold it. Revocation of tenure is a serious matter requiring
117 dismissal for cause, as defined in UW Regulation 2-6.

118 As discussed in this UW Regulation, it is possible for post-tenure review, including its peer
119 review and remedial steps, to lead to a conclusion that a faculty member's performance
120 constitutes neglect of duty or other deficiencies identified during the review process, which
121 are grounds for pursuing dismissal under procedures defined in UW Regulation 2-6.
122 However, these are not the only grounds for dismissal and post-tenure review is not the
123 only pathway for determining that it is appropriate to pursue dismissal.

124 **V. OUTCOMES OF ANNUAL REVIEW AND PIA PROCESSES**

125 **A. Annual Reviews**

126 If a faculty member receives an overall annual evaluation rating of "Meets
127 Expectations" or better and receives "Meets Expectations" or better on each area of
128 performance, no further action is required.

129 If a faculty member receives an overall annual evaluation rating of "Meets
130 Expectations" or better but receives below "Meets Expectations" in one or more
131 areas of performance, the faculty member shall engage with their Academic Unit
132 Head to prepare a PIA.

133 If a faculty member receives an overall annual evaluation rating below "Meets
134 Expectations" or receives below "Meets Expectations" in one or more areas of
135 performance for two consecutive years or for two of the previous four years, the
136 faculty member shall receive an Extensive Review.

137 **B. Performance Improvement Agreements**

138 If a faculty member has prepared a PIA in conjunction with their Academic Unit
139 Head, the evaluation of whether the PIA goals have been achieved will be
140 conducted as part of the next Annual Review (or as specified in the PIA if the time
141 frame is longer than one year). If the goals of the PIA are determined to have been
142 met at the next Annual Review, the PIA is completed successfully and no further
143 action is required.

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151 If the goals of the PIA are not met at the next Annual Review (or at the next review
152 specified in the PIA if the time frame is longer than one year), the faculty member
153 shall receive an Extensive Review.
154

155 VI. PROCEDURES FOR EXTENSIVE REVIEWS

156 A. Notification

157 Faculty members will be notified in advance when an Extensive Review is required.
158 The Academic Unit Head will provide the faculty member the timeline for
159 submitting the set of materials required for an Extensive Review.
160

161 B. Administrative Review

162 The Extensive Review process begins with an Administrative Review, which
163 consists of independent evaluations of the required materials by the Unit Head and
164 Dean. Tenured faculty members are assessed to determine, at a minimum, whether
165 performance meets expectations on each of the duties outlined in their job
166 description. Note that the Administrative Review, unlike the Annual Review, is
167 based on four years of performance materials.
168

169 C. Outcome of Administrative Review

- 170 1. If both the Unit Head and Dean determine that the faculty member is meeting
171 expectations, then the Extensive Review is deemed completed and no further
172 action is required.
- 173 2. If both the Unit Head and Dean have assessed the faculty member during the
174 Administrative Review as performing below expectations on one or more job
175 duty, a PIP will be developed to address the problematic area(s) of the faculty
176 member's job performance.
- 177 3. If the Dean determines the Unit Head and Dean are not in agreement that
178 performance falls below "Meets Expectations" in the Administrative Review,
179 then the Dean shall refer the case back to the academic unit for peer review and
180 the following procedures are enacted.
181

182 D. Procedures for Conflicted Administrative Evaluation or Faculty Appeal

183 The procedures below shall be enacted when the college Dean and Unit Head are
184 not in agreement on the assessment from the Administrative Review that
185 performance is below "Meets Expectations" for one or more job duties, or when
186 the faculty member appeals the combined decision by both the Unit Head and Dean
187

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192 that performance as assessed in the Administrative Review is below “Meets
193 Expectations.”

194
195 **1. Department and College Level Review**

196
197 Based on Unit protocol for determining peer group, each faculty or committee
198 member and administrator at the Unit and College levels must review materials
199 and provide, in writing, a vote of agreement or disagreement with the evaluation
200 that performance does not meet expectations, specifying the reasons for his/her
201 decision. The order of consideration shall be unit faculty, Unit Head, college
202 tenure and promotion committee, and Dean. The written votes and comments
203 at each level become part of the case file reviewed by subsequent committees
204 and administrators.

205
206 **2. University Level Review**

207
208 Conflicted cases will be referred to the University Reappointment, Tenure and
209 Promotion committee for additional review. Procedures will be consistent with
210 those outlined in UW 2-7 for reappointment, tenure and promotion cases.

211
212 **3. Timing of Reviews**

213
214 Committee members at each level of review must vote within 30 days after
215 receipt of the case, and individual administrators must vote within 10 days after
216 receipt of the case file. The purpose of the specified time lines for initiating
217 reviews and limiting deliberations is to ensure expeditious resolution of
218 performance review disagreements. The President of the University may
219 authorize reasonable extensions of these guidelines under extenuating
220 circumstances.

221
222 **4. Final Determination**

223
224 When this process is complete, the Provost and Vice President for Academic
225 Affairs makes a final determination that the faculty is either meeting
226 expectations or is performing below expectations. If the latter, the Provost and
227 Vice President for Academic Affairs will instruct the faculty member and Unit
228 Head to develop a PIP.

229
230 The Performing Below Expectations Extensive Review process can be stopped
231 at any time upon resolution and concurrence with the Provost and Vice
232 President for Academic Affairs by the faculty member, Unit Head or Dean.

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234 If a discrimination or harassment charge is filed by the faculty member against
235 the Unit Head and/or college Dean, the Performing Below Expectations review
236 process continues but no final determination is implemented until the charge
237 has been reviewed under UW Regulation 4-2.

238

239 **E. Appeals**

240

241 The faculty member may appeal the Unit Head and Dean's evaluation that
242 performance falls below "Meets Expectations" (as described in V.C.2.) and initiate
243 proceedings according to V.D. Notification of appeal shall be made to the Unit
244 Head and Dean within 30 days of receiving the results of the administrative review.

245

246 **VII. PERFORMANCE IMPROVEMENT PLAN (PIP)**

247

248 If a PIP is the outcome of the Extensive Review the faculty member is obligated to
249 construct, in consultation with and approval by the Unit Head and Dean, a PIP no later than
250 30 days after the final decision of the Extensive Review that performance was below
251 "Meets Expectation" has occurred. If the faculty member and department head cannot
252 agree, the PIP is referred to the Dean for approval. If the faculty member does not agree
253 with the decision of the Dean, the faculty member may request a review by the Provost and
254 Vice President of Academic Affairs, who may refer the case to the University
255 Reappointment, Tenure and Promotion committee for review. The decision of the Provost
256 and Vice President of Academic Affairs is final.

257

258 **A. Timeline**

259

A PIP must conform to the following time limits:

260

261

262

263

264

265

266

267

268

269

B. Administrative Constraints

270

271

Once a PIP is implemented, the following administrative constraints are operative:

272

273

274

275

276

1. Salary increases are not available to any faculty member working under a PIP.
2. The faculty member working under a PIP cannot file a separate "grievances and disputes" action under UW Regulation 2-2 related to the PIP and the post-tenure

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Endorsed by the Trustees Regulation Committee 3-6-19
Task Force Recommendations incorporated 5-7-20
Faculty Senate Executive Committee changes incorporated 8-7-20
Faculty Senate approved as amended 2-22-21

277 review process. (Discrimination and harassment complaints under UW
278 Regulation 4-2 can be initiated at any time during the post-tenure review and
279 PIP process.)
280

281 **3.** The faculty member, Unit Head, and Dean shall meet no less than once during
282 an academic semester to review progress toward the goals stipulated in the PIP.
283 If the time frame for PIP is one semester, the faculty member and Unit Head
284 should meet mid-semester to review progress. The faculty member is expected
285 to make a good faith effort to implement the goals of the PIP and administrators
286 are expected to act in good faith when reviewing the individual's performance
287 in terms of the goals in the PIP.
288

289 Annual performance reviews will be conducted while a faculty member is
290 working under a PIP. If either the Unit Head or Dean concludes that the faculty
291 member has failed to demonstrate satisfactory progress towards the goals of the
292 PIP, then the Dean refers the case to the unit's tenure and promotion committee
293 (or equivalent) for review and advice, and the procedures, responsibilities and
294 guidelines detailed in V(D) are initiated. If the result of V(D) is failure of the
295 faculty member to demonstrate satisfactory progress towards the goals of the
296 PIP, and the faculty member, the Unit Head, and the Dean cannot agree to an
297 appropriate job redefinition then the college Dean shall pursue dismissal for
298 cause under UW Regulation 2-6.
299

300 **4.** No additional Extensive Reviews shall occur until the initial PIP is completed.
301

302 **VIII. COMPLETION OF THE PERFORMANCE IMPROVEMENT PLAN (PIP)**

303

304 When the objectives of a PIP are fully met and the timeline outlined in the PIP has expired
305 or, in any case, no later than the timeline outlined above (VI.A.), the Unit Head shall
306 provide a written report to the faculty member and the college Dean asserting one of the
307 following conclusions:
308

309 **A.** The Unit Head concludes that the faculty member has successfully completed the
310 goals of the PIP. If the college Dean concurs with this conclusion, the faculty
311 member is considered to be Proceeding According to Expectations and becomes
312 eligible for the benefits associated with that status.
313

314 **B.** If either the Unit Head or college Dean concludes that the faculty member has failed
315 to successfully complete the goals of the PIP, the faculty member can request a
316 review by the Provost and Vice President of Academic Affairs, whose decision will
317 be final. If it is determined that the goals of the PIP have not been met, then the
318 college Dean shall pursue dismissal for cause under UW Regulation 2-6.
319

Draft 4-5-19
Endorsed by the Trustees AA/SA Committee 4-4-19
Endorsed by the Trustees Regulation Committee 3-6-19
Task Force Recommendations incorporated 5-7-20
Faculty Senate Executive Committee changes incorporated 8-7-20
Faculty Senate approved as amended 2-22-21

320 **IX. REVISIONS**

321
322 As necessary, the Faculty Senate will conduct a review of the post-tenure review process
323 and formulate a recommendation to the President of the University and the Board Trustees
324 as to the continuation, discontinuation or modification of the process.

Responsible Division/Unit: Office of the Provost and Vice President for Academic Affairs

Source: None

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

Associated Regulations, Policies, and Forms: None

History:

University Regulation 808; adopted 3/6/2009 Board of Trustees meeting
Revisions adopted 3/23/2012 Board of Trustees meeting
Revisions adopted 11/15/2013 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 5-808, now UW Regulation 2-10

AGENDA ITEM TITLE: Approval of modifications to UW Regulation 2-205 (Student Records and FERPA), 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:

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:

- 1) Phasing out presidential directives;
- 2) Defining regulation versus policy/procedure;
- 3) Creating a new “look” and format for the regulations; and
- 4) Updating the substance of the regulations, policies, and procedures as needed, including determining whether there are any substantive gaps.

At the January 2017 Board of Trustees meeting, the University proposed 12 sections for the new ***Governing Regulations and Standard Administrative Policies and Procedures website.***

Section 1: Governance and Structure

Section 2: Academic Affairs

Section 3: Athletics

Section 4: Diversity and Equal Opportunity

Section 5: Employment and Ethics

Section 6: Facilities

Section 7: Finance and Business

Section 8: Information Technology

Section 9: Research and Economic Development

Section 10: Safety and Security

Section 11: Student Affairs

Section 12: University Relations

The new structure will involve three levels of policies:

- 1) Governing Regulations (Level A)
- 2) Standard Administrative Policies and Procedures (Level B)
- 3) Department/Unit Administrative Policies and Procedures (Level C)

Attached is the following Section 2 Enrollment Management regulation:

- **UW Regulation 2-205 (Student Records and FERPA).** Modifications to bring the language in line with federal regulations and UW processes and policies.

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

The Trustees Regulation Committee will discuss this item at the March 2021 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 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: [Trustee Brown to provide motion.]

"I move to authorize modifications to UW Regulation 2-205, as presented to the Board"

PRESIDENT'S RECOMMENDATION:

UNIVERSITY OF WYOMING REGULATIONS

Subject: Student Education Records and FERPA

Number: UW Regulation 2-205



I. PURPOSE

To establish general policies and procedures for implementing various provisions of State and Federal law, including the Family Educational Rights and Privacy Act (FERPA), and to provide a definition of student education records which are subject to such policies and procedures.

II. GENERAL INFORMATION

University personnel may obtain and maintain personally identifiable and protected academic information related to students applying for admission and enrolled in the University. FERPA establishes requirements with regard to a student's right of access to these records as well as regulations regarding the dissemination of information contained in such records by University personnel or its agents. Disclosure of personally identifiable student education record information by University personnel to third parties is generally prohibited without the consent of the student or application of an enumerated exception set forth in FERPA. The University's failure to comply with FERPA may result in the loss of certain federal funds which the University would otherwise be entitled to receive. To this end, the University has established this Regulation to govern the use and disclosure of such information as well as provide the process by which students may access their education record. All University personnel shall comply with the provisions contained herein.

III. STUDENT EDUCATION RECORDS

A. In the course of conducting University business, various academic and administrative units of the University will obtain and maintain information from students or applicants for admission. With certain exemptions per FERPA, education records are those records, files, documents, and other materials which contain information directly related to a student, and are maintained by any employee or agent of the University. A student's education record may include, but is not limited to: transcripts, grades, class lists, course schedules, student financial information, and discipline files.

Education records do not need to be kept by the University indefinitely. Rather, the recorded information should be destroyed by the responsible officer when it no longer serves the need and purpose for which it was established or for which it is

Draft 3-5-21 CLEAN VERSION

maintained.

- B.** Student education records shall fall into either of two categories: academic records or student disciplinary records.

1. Academic Records

The Registrar is charged with responsibility for the custody, management, maintenance and protection of academic records of students earning credit from the University. Academic records contain information about a student's standing maintained by various units and/or academic personnel within the institution, but may also include notations as to any suspension or dismissal from the University. Incident to a student's application for admission or enrollment, the Registrar is also responsible for obtaining such data pertaining to the student as is necessary for general University purposes.

Academic record information, including transcripts and grades, may generally only be disclosed: 1) to University personnel who have a legitimate educational interest in the record; 2) to a requesting student or other individual designated by the student or; 3) pursuant to one of the enumerated exceptions to required student consent as described under FERPA.

2. Student Disciplinary Records

The Dean of Students Office is charged with the custody, management, maintenance and protection of student disciplinary records and other matters pertaining to judicial affairs.

Those records that relate to disciplinary actions may generally only be disclosed: 1) to University personnel who have a legitimate educational interest in the record; 2) to a requesting student or other individual designated by the student or; 3) pursuant to one of the enumerated exceptions to required student consent as described under FERPA.

IV. COMPLIANCE

The Office of the Registrar and the Dean of Students Office shall serve as the primary custodians of all student education records, and shall establish administrative policies and procedures for the protection of personally identifiable student information. The determination as to whether University personnel have a legitimate educational interest in student education records shall be made by the applicable custodian and must be approved by the Supervisor in accordance with the personnel's demonstrated business purpose. Supervisors shall establish appropriate procedures and instructions for personnel who handle student educational records to assure compliance with the provisions of this Regulation. Any employee's willful unauthorized release of personally identifiable student information in

Draft 3-5-21 CLEAN VERSION

violation of this Regulation or policy shall result in discipline, up to and including termination.

V. NOTIFICATION

The annual notice to students required by FERPA shall be included in the current Class Schedule and policies or other information regarding FERPA shall be posted online at <http://www.uwyo.edu/registrar/ferpa/index.html>.

Responsible Division/Unit: Office of the Provost and Vice President for Academic Affairs

Source: 20 U.S.C. § 1232g; 34 CFR Part 99

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

Associated Regulations, Policies, and Forms: Appendix A to UW Regulation 2-205

History:

University Regulation 243, Revision 1; adopted 7/17/2008 Board of Trustees meeting

Revisions adopted 11/14/2014 Board of Trustees meeting

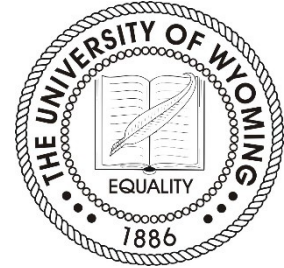
Reformatted 7/1/2018: previously UW Regulation 8-243, now UW Regulation 2-205

Draft 3-5-21

UNIVERSITY OF WYOMING REGULATIONS

Subject: ~~Official~~ Student Education Records and FERPA

Number: UW Regulation 2-205



I. PURPOSE

To establish general policies and procedures for implementing various provisions of State and Federal law, including the Family Educational Rights and Privacy Act (FERPA), and to provide a definition of ~~official~~ student education records which are subject to such policies and procedures. ~~The policy, "UW Policies Relating to the Family Educational Rights and Privacy Act," is attached as Appendix A.~~

II. GENERAL INFORMATION—

~~The~~

University personnel may ~~require individuals obtain and maintain personally identifiable and protected academic information related to students~~ applying for admission ~~to the University and students enrolled in the University to provide certain information as is required for University purposes.~~ FERPA establishes requirements ~~and limitations~~ with regard to a student's right of access to ~~his University~~these records ~~and as well as regulations regarding~~ the dissemination of information contained in such records ~~by University personnel or its agents. Disclosure of personally identifiable student education record information by University personnel to third parties is generally prohibited without the consent of the student or application of an enumerated exception set forth in FERPA.~~ The University's failure to comply with FERPA may result in the loss of certain federal funds which the University would otherwise be entitled to receive. ~~The~~To this end, the University has established this Regulation ~~and the attached policy~~ to govern the use and disclosure of such information, ~~and all as well as provide the process by which students may access their education record.~~ All University personnel shall comply with the provisions contained ~~therein~~herein.

~~OFFICIAL EDUCATIONAL~~

III. STUDENT EDUCATION RECORDS

A. ~~A.~~—In the course of conducting University business, various academic and administrative units of the University ~~must~~will obtain and maintain information from students or applicants for admission. ~~Whenever a University officer, or a University unit, requires that a student provide~~ With certain exemptions per FERPA, education records are those records, files, documents, and other materials which contain information ~~which is recorded indirectly related to a student, and are maintained by any form, the recorded information shall be considered part employee or agent of the University.~~ A student's educationaleducation record ~~subject to the~~

~~provisions of the policy. Educational~~ may include, but is not limited to: transcripts, grades, class lists, course schedules, student financial information, and discipline files.

Education records do not need to be kept ~~by the University~~ indefinitely.- Rather, the recorded information should be destroyed by the responsible officer when it no longer serves the need and purpose for which it was established or for which it is maintained.

B.

B. Student education records shall fall into either of two categories: academic records or student disciplinary records.

1. Academic Records

The Registrar is charged with responsibility for the ~~establishment~~ custody, management, maintenance and eustody ~~protection~~ of ~~the~~ **academic records** of students earning credit from the University. **Academic records** contain information about a student's standing maintained by various units and/or academic personnel within the institution, but may also include notations as to any suspension or dismissal from the University. Incident to a student's application for admission or enrollment, the Registrar is also responsible for obtaining such data pertaining to the student as is necessary for general University purposes. ~~Information in the custody of the Registrar may be disclosed pursuant to the procedures set forth in this Regulation to University personnel who have a legitimate educational interest in the record or to such other persons designated by the student, this Regulation or the attached policy.~~

~~C. Transcripts of academic records shall contain only Academic record information about academic status, but may include notations as to any suspension or dismissal from the University. Transcripts, including transcripts and grades shall, may generally only be available only disclosed: 1) to University personnel who have a legitimate educational interest in the record; 2) to a requesting student or to such other persons individual designated by the student, this Regulation, or the attached policy or; 3) pursuant to one of the enumerated exceptions to required student consent as described under FERPA.~~

~~D.~~

2. Student Disciplinary Records

The Dean of Students Office ~~shall maintain~~ is charged with the custody, management, maintenance and protection of **student disciplinary records** and other matters pertaining to judicial affairs.

Those records that relate to disciplinary actions may generally only be ~~released~~

~~by officials of the University only (1) upon the consent of the student concerned, or (2) disclosed: 1) to University personnel who have a legitimate educational interest in the record; 2) to a requesting student or other individual designated by the student or; 3) pursuant to one of the enumerated exceptions to required student consent set forth in the attached policy as described under FERPA.~~

IV. COMPLIANCE ~~All requests for an educational record containing a student's personally identifiable information shall be submitted in writing to the~~

~~The Office of the Registrar and may contain the following:~~

- ~~1. Type/Dean of information desired and date needed.~~
- ~~2. The legitimate interest the person has for requesting or obtaining the information. Students Office shall serve as the primary custodians of all student education records, and the purpose for which it will be used.~~
- ~~3. The name of the person who has requested shall establish administrative policies and will be responsible procedures for the receipt, custody and use/protection of the data.~~
- ~~4. Period of use of the printout or other personally identifiable listing and the contemplated date and method for destruction of the material.~~
- ~~5. Approval of the request by the appropriate Supervisor.~~

~~E. Any University officer whose unit needs to maintain official student educational records shall prepare a description of the information maintained, the purposes for which it is used, and the period of time for which it is kept.~~

I. COMPLIANCE

~~The responsibility for compliance with this Regulation and attached policy rests with each University officer who is (1) required by University regulations or policy to gather personally identifiable information, or (2) who determines that the needs of his unit require the gathering of or maintenance of personally identifiable student information. Each such University officer is deemed to be the custodian of such information and is responsible for its use and disclosure in a manner consistent with this Regulation and the attached policy. The determination as to whether University personnel have a legitimate educational interest in the record maintained by the Registrar is student education records shall be made by the applicable Supervisor who approves a request submitted to the Registrar, and the supervisor is responsible for the information delivered in response to the request. Each such University officer/custodian and must be approved by the Supervisor in accordance with the personnel's demonstrated business purpose. Supervisors shall establish appropriate procedures and~~

instructions ~~to~~for personnel who handle student **educational records** to assure compliance with the provisions of this Regulation. -Any employee's willful unauthorized release of personally identifiable student information in violation of this Regulation or policy shall result in discipline, up to and including termination.

V. NOTIFICATION

The annual notice to students required by FERPA shall be included in the current Class Schedule and policies or other information regarding FERPA shall be posted online at <http://www.uwyo.edu/registrar/ferpa/index.html>.

Responsible Division/Unit: Office of the Provost and Vice President for Academic Affairs

Source: 20 U.S.C. § 1232g; 34 CFR Part 99

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

Associated Regulations, Policies, and Forms: Appendix A to UW Regulation 2-205

History:

University Regulation 243, Revision 1; adopted 7/17/2008 Board of Trustees meeting
Revisions adopted 11/14/2014 Board of Trustees meeting
Reformatted 7/1/2018: previously UW Regulation 8-243, now UW Regulation 2-205

AGENDA ITEM TITLE: Approval of Contracts and Grants Report, Synakowski

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:

The Division of Research and Economic Development provides a list of all Contract 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 December through February of the third quarter of FY21.

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 5-2 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	Award Funding Amount	Principal Investigator	Organization	Award Name
AARP	21,500.00	Canyon Hardesty	Wyoming Institute for Disabilities WIND	Facilitating Seniors Use of Technology to Decrease Social Isolation
Alumbra Innovations Foundation	20,000.00	Christina Kuzmych	Wyoming Public Media	Walton Foundation Payment #1 & #2- via Alumbra Innovations Foundation
American Psychological Foundation	5,000.00	Kayla Burd	Psychology	Does a Reasoning Requirement Reduce Racial and Ethnic Biases in Jury Decision-Making?
American Speech - Language - Hearing Association	10,000.00	Breanna Krueger	Communication Disorders	Interpretation of Misarticulated Words by Children with Speech Sound Disorders
Animal Welfare Institute	15,000.00	Melanie Murphy	Ecosystem Science & Management	A Community Science Approach to Assessing Amphibian Population Trends in Southeast Wyoming
Association of University Centers on Disabilities	94,000.00	Wendy Kay Warren	Wyoming Institute for Disabilities WIND	Enhance Support for Early Childhood Systems through Act Early Ambassador Program to Support COVID19 Recovery
Colorado State University	32,000.00	Nicole Gautier	Haub School of Environment & Natural Resources	Colorado-Wyoming Alliance for Minority Participation (CO-WY AMP)
Corporation for Public Broadcasting	112,136.00	Christina Kuzmych	Wyoming Public Media	CPB CARES Stabilization Funds
Bureau of Land Management/Department of the Interior	320,000.00	Jeffrey L Beck	Ecosystem Science & Management	(MT/DAK) Pryor Mountain Wind Energy and Sage-Grouse Study
Department of Education	27,928.39	Debra Hintz	Scholarships & Financial Aid	Pell Grant 2019-20
Environmental Protection Agency	799,952.00	Jacob Paul Hochard	Haub School of Environment & Natural Resources	Drinking Water Contamination from Extreme Weather
eXtension Foundation	9,944.77	Jeffrey Edwards	UW Extension	Pesticide Safety Education Funds Management (PSEFMP) - 2020
Family Voices	7,500.00	Wendy Kay Warren	Wyoming Institute for Disabilities WIND	Family to Family Mini Grant
Los Alamos National Laboratory	5,500.00	Vignia B. Paige	Ecosystem Science & Management	Rental Walnut Gulch Rainfall Simulator
National Cattlemen's Beef Association	117,000.00	Kristie Maczko	Ecosystem Science & Management	Economic Impacts of Removing Grazing from Federal Land
National Cattlemen's Beef Association	127,865.00	Kristie Maczko	Ecosystem Science & Management	Economics of Targeted Grazing
National Institute of Food and Agriculture/Department of Agriculture	499,985.00	Jay Norton	Ecosystem Science & Management	Nitrogen Limitation in High-Elevation Hay Meadows: Understanding Processes for Improved Agroecosystem Health, Function, and Management
National Institute of Food and Agriculture/Department of Agriculture	8,763.00	Kelly Crane	UW Extension	University of Wyoming Smith-Lever Special Needs (FY21)
National Institutes of Health (DHHS)	186,018.00	Mark Gomelsky	Molecular Biology	Remotely controlled listerial bionics for cancer immunotherapy
National Institute of Health and Human Services	249,000.00	Ana Clara Bobadilla	School of Pharmacy	Nucleus accumbens neuronal ensembles in drugs and natural rewards seeking.
National Science Foundation	1,199,960.00	Ellen Currano	Botany	EarthCube Data Capabilities: Solutions for Paleobotany: a web client hosting novel content and its integration with existing databases

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
National Science Foundation	163,000.00	Michael Taylor	Chemistry	CAREER: Optically Controlled Protein Proximity Labelling
Natural Resources Conservation Service/Department of Agriculture	140,000.00	Kristie Maczko	Ecosystem Science & Management	Creation of Ranch Enterprise Budgets for Selected MLRAs for CEAP-Grazing Land Modeling and Ecosystem Service Valuation Estimates, and other NRCS Conservation Planning Needs. ROMO CESU NRC19CPT0010123
North Dakota Department of Health	100,000.00	Laran Despain	Wyoming Survey & Analysis Center	Chronic Disease Program Evaluation - (Year 3_2020)
Pacific Institute for Research and Evaluation	10,000.00	Rodney Wambeam	Wyoming Survey & Analysis Center	Evaluate Implementation of State's Emergency Grant to Address Mental and Substance Use Disorders During COVID-19
Sheridan County	480,000.00	Scot Rendall	IMPACT 307	Sheridan County to pay UW-WTBC to operate the Sheridan Incubator program for calendar years 2020-2021
Simons Foundation	8,400.00	Jason Williford	Mathematics & Statistics	Collaborations in Algebraic and Extremal Graph Theory
Society of Environmental Journalists	4,500.00	Cooper McKim	Wyoming Public Media	Carbon Valley Podcast
Substance Abuse & Mental Health Services Administration	101,990.00	Lena Newlin	Campus Recreation	University of Wyoming Lifesavers Initiative
The University of Texas at El Paso	55,089.00	Mengqiang Zhu	Ecosystem Science & Management	Network Cluster: Patterns and controls of ecohydrology, CO2 fluxes, and nutrient availability in pedogenic carbonatedominated dryland critical zones
U.S. Fish & Wildlife Service/Department of the Interior	150,000.00	Brian Mealor	Plant Sciences	Enhancing Regional Decision Making for Invasive Grass Management
U.S. Geological Survey/Department of the Interior	400,000.00	Jerod Andrew Merkle	Wyoming Coop Unit	An automated analytical system to synthesize environmental data from long-term remote sensors for use in animal migration ecology, 6/10/2020.
U.S. Geological Survey/Department of the Interior	112,000.00	Annika Walters	Wyoming Coop Unit	Drought, water availability, and the implications for fish
Utah State University	78,872.00	Jay Norton	Ecosystem Science & Management	From Compost Carryover to Compost Legacy: Intercropping and Compost Effects on Yield, Quality, and Soil Health in Organic Dryland Wheat
University of Utah	400,000.00	Maohong Fan	Petroleum Engineering	Sub-Pilot-Scale Production of High-Value Products for U.S. Coals
Utah State University	37,644.01	Randa Jabbour	Plant Sciences	The Alfalfa Insecticide Management (AIM) Toolkit: Linking insecticide fate modeling with alfalfa pest and beneficial insect toxicity endpoints
Various Sponsors	198.00	Jill Kline	Small Business Development Center	Program Income for FY18 SBDC SBA
Various Sponsors	32,083.09	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	10,000.00	Robert Rush	VP for Research & Economic Development Office	Understanding and Communicating the Role of Elk on the Wind River Indian Reservation - Cost Share

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Various Sponsors	916.00	Christine Hime	Family & Consumer Sciences	Departmental Research Support
Various Sponsors	2,630.00	Derek Smith	Kinesiology & Health	SUS-UW Program Income
Various Sponsors	10,365.00	Rocky Case	Manufacturing Works	Program Income - NIST Year 4
Various Sponsors	249.00	Eric Moody	Wyoming Institute for Disabilities WIND	Continuous Glucose Monitoring in Diabetes: Not Just for Endocrinologists—What Family Docs and Educators Need to Know
WY Association of Sheriffs and Chiefs of Police	9,576.00	Chad Bade	University Police	Enforcement of Underage Drinking Laws 2020-2021
WY Association of Sheriffs and Chiefs of Police	8,500.00	Brian Harnisch	Wyoming Survey & Analysis Center	Survey of Marijuana Attitudes in Wyoming
WY Dept of Health	129,229.00	Laurel Wimbish	Wyoming Survey & Analysis Center	Cost Benefit Analysis of Wyoming Court Supervised Treatment Courts
WY Dept of Health	22,500.00	Thanh-Nga Nguyen	School of Pharmacy	Healthcare Systems Prediabetes Assessment and Referral
WY Dept of Agriculture	23,998.00	James Heitholt	R&E Center Powell	Effects of Seeding-Rates and Row-Spacing on Dry Bean Yield and Water Dynamic
WY Dept of Health	65,000.00	Christine L McKibbin	Psychology	Title III D Disease Prevention and Health Promotion (DPHP) Evidence-based Program
Wyoming Game and Fish Department	17,564.00	Jeffrey L Beck	Ecosystem Science & Management	Response of Greater Sage Grouse to Treatments in Wyoming Big Sagebrush
Wyoming Game and Fish Department	20,000.00	Kevin Monteith	Haub School of Environment & Natural Resources	Efficacy of treatment for Moose Habitat
Wyoming Game and Fish Department	2,000.00	Kevin Monteith	Haub School of Environment & Natural Resources	Deer-Ecology Research Project
Wyoming Game and Fish Department	5,000.00	Kevin Monteith	Haub School of Environment & Natural Resources	Education and Outreach
Wyoming Game and Fish Department	2,000.00	Kevin Monteith	Haub School of Environment & Natural Resources	Ecology of Male Mule Deer
Wyoming Game and Fish Department	17,000.00	Mark Andersen	Wyo Natural Diversity Database	Updated SGCN Distribution Maps for the 2022 State Wildlife Action Plan
WY Governor's Office	307,000.00	Nicholas Graf	Wyoming Geographic Information Science Center	Density Disturbance Calculation Tool / One Steppe
WY, State of (Treasurer)	1,600,000.00	Jesse Ballard	General University Operations	Coronavirus Relief Fund - IT
WY, State of (Treasurer)	6,680,116.00	Alexander Kean	General University Operations	CARES ACT-Student Refund Expenses, Educational-Related
Wyoming Bean Commission	2,569.00	James Heitholt	R&E Center Powell	Cooperative Dry Bean Nursery (CDBN) 2020 Powell
Wyoming Energy Authority	71,032.00	Teale Wyckoff	Wyoming Geographic Information Science Center	Natural Resource and Energy Explorer Software Application Stewardship
Wyoming State Parks and Cultural Resources	90,000.00	Paul Flesher	American Heritage Center	Wyoming We the People: The Citizen and the Constitution and Project Citizen

Externally Funded Projects	<u>15,240,072.26</u>
CARES funding	8,496,252.00
Student Financial Aid	27,928.39
all other externally funded projects	6,715,891.87
Total Funding for FY21 2nd Quarter	75,175,095.66

TOTAL CARES FY21 Q2	22,005,251.00
TOTAL Student Financial Aid FY21 Q2	16,860,782.62
TOTAL Externally Funded FY21 Q2	<u>36,309,062.04</u>
Total Funding for FY21 2nd Quarter	<u>75,175,095.66</u>

75,175,095.66

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Alchemy Sciences, Inc.	500,001.00	Mohammad Piri	Petroleum Engineering	Enhanced Hydrocarbon Recovery from Unconventional and Conventional Reservoirs - Tier 1
Bayer Corporation	10,000.00	Daniel Tekiela	Plant Sciences	Effective Control of Rangeland Weeds Using Herbicides
Bureau of Justice Statistics/Department of Justice	208,020.00	Laurel Wimbish	Wyoming Survey & Analysis Center	2020 Wyoming State Justice Statistics Award
Carbon Fuels, LLC	151,513.00	Richard Horner	School of Energy Resources Directors Office	The Novel Charfuel Coal Refining Process 18 TPD Pilot Plant Project for Co-Producing an Upgraded Coal Product Commercially Valuable Co-Products
Centers for Disease Control and Prevention	171,036.00	David Jones	College of Health Sciences Deans Office	Medicare Cost Report Payments for the Casper and Cheyenne Residency Programs to Encounter Rate of Services Provided on their Annual Clinic Costs Reports
EJK Foundation	50,050.00	Drew Bennett	Haub School of Environment & Natural Resources	Cows or Condos? Land-use and rancher outcomes from grazing lease retirements in the American West
Environmental Defense Fund	90,000.00	Shane Murphy	Atmospheric Science	Quantification of Site-Level Methane Emissions in the Permian Basin
eXtension Foundation	16,975.00	Jeffrey Edwards	UW Extension	2021 Pesticide Safety Education Funds Management Program (PSEFMP)
French American Cultural Exchange	5,200.00	Rachel Sailor	Visual & Literary Arts	Transitioning to Virtual Exchange
Hess Corporation	1,800,000.00	Mohammad Piri	Center of Innovation for Flow through Porous Media	Oil Recovery from Conventional and Unconventional Reservoirs: Multifaceted Experimental and Computational Investigations of Multiphase Flow and Transport in Porus Media of varying Wettability
Kimmeridge Energy Management Company (KEMC)	10,000.00	Dana Caulton	Atmospheric Science	Characterization of methane emissions from abandoned coalbed methane wells
Knobloch Family Foundation	280,000.00	Drew Bennett	Haub School of Environment & Natural Resources	Advancing Conservation in Wyoming through Natural Wealth Accounting
Lawrence Berkeley National Laboratory	29,398.30	Adam Myers	Physics & Astronomy	Target Selection for Survey Validation
LEIDOS	25,000.00	Scott Quillinan	School of Energy Resources Directors Office	Rare Earth Element in Coals
Los Alamos National Laboratory	5,500.00	Virginia Paige	Ecosystem Science & Management	Rental Walnut Gulch Rainfall Simulator
Montana State University	28,636.00	Caitlin Youngquist	UW Extension	Western SARE State Implementation Grant 2020 for Wyoming (PDP Funds)
MoVE LLC	90,298.00	Qin Zhu	Kinesiology & Health	Developing Real-time Interaction and Motion Tracking in Immersive Virtual Reality for Telerehabilitation

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
National Institute of Food and Agriculture/Department of Agriculture	267,977.00	Barbara Rasco	Agriculture Experiment Station	Hatch-Regular Capacity FY21
National Institute of Food and Agriculture/Department of Agriculture	10,354.00	Kelly Crane	UW Extension	University of Wyoming Smith-Lever RREA FY21
National Institute of Food and Agriculture/Department of Agriculture	54,876.00	Melinda Meuli	UW Extension	University of Wyoming Extension - EFNEP (FY21)
National Institute of Food and Agriculture/Department of Agriculture	343,895.00	Kelly Crane	UW Extension	University of Wyoming Extension Smith-Lever 3(b) & 3(c) FY21
National Institute of Food and Agriculture/Department of Agriculture	56,507.00	Barbara Rasco	Agriculture Experiment Station	McIntire-Stennis Capacity FY21
National Institute of General Medical Sciences/NIH/DHHS	75,895.61	Robert Seville	INBRE Program	Wyoming IDeA Networks for Biomedical Research Excellence (INBRE 4) Year 5 - Administrative Core
National Institute of General Medical Sciences/NIH/DHHS	296,828.04	Robert Seville	INBRE Program	Wyoming IDeA Networks for Biomedical Research Excellence (INBRE 4) Year 5 - Administrative Core
National Institute of General Medical Sciences/NIH/DHHS	313,120.00	Daniel Levy	Molecular Biology	Mechanisms of nuclear size regulation (Year 2)
National Institutes of Health (DHHS)	132,102.00	Danielle Bruns	Kinesiology & Health	Therapeutic activation of AMPK for the aging right heart
National Science Foundation	190,322.00	Erica Belmont	Mechanical Engineering	RII Track-4: Partnership Between the University of Wyoming and the Missoula Fire Sciences Laboratory in Multi-Scale Wildland Fire Research
National Security Agency	89,999.00	Shawn Bunning	AVP of Global Engagement	2020 STARTALK University of Wyoming
National Sheep Industry Improvement Center	20,000.00	Hannah Cunningham	Animal Science	Investigating the main mastitis causing pathogens plaguing Western sheep flocks
New Mexico Institute of Mining and Technology	159,617.75	Maohong Fan	Petroleum Engineering	San Juan Basin CarbonSAFE Phase III: Ensuring Safe Subsurface Storage of Carbon Dioxide in Saline Reservoirs
North Dakota Department of Health	25,981.00	Laran Despain	Wyoming Survey & Analysis Center	Oral Health Program Evaluation
Nufarm Americas, INC	5,000.00	Andrew Kniss	Plant Sciences	Herbicide Evaluation Program
Sandia National Laboratories	30,000.00	Jonathan Naughton	Mechanical Engineering	Rotor Wake and Validation and Verification Activities for Wind Energy
University of Arkansas at Little Rock	56,250.00	Rodney Wambeam	Wyoming Survey & Analysis Center	Arkansas SABG Evaluation
University of Utah	60,000.00	Canyon Hardesty	Wyoming Institute for Disabilities WIND	Covid Telehealth Resource Center
Various Sponsors	51,894.66	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	7,500.00	Sandra Root-Elledge	Wyoming Institute for Disabilities WIND	VARIOUS SPONSORS UAP TRAINING
WY Dept of Transportation	178,467.00	Kam Weng Ng	Civil & Architectural Engineering	Comprehensive Field Load Test and Geotechnical Investigation Program for Development of LRFD Recommendations of Driven Piles on Intermediate GeoMaterials
WY Dept of Transportation	200,000.00	Khaled Ksaibati	Civil & Architectural Engineering	Wyoming High Risk Rural Roads Program - 2021

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
WY Livestock Board	303,830.00	Brant Schumaker	Wyoming State Veterinary Laboratory	Brucellosis Diagnostic Testing Support 2020-2022
WY, State of (Treasurer)	1,000,000.00	Mohammad Piri	Center of Innovation for Flow through Porous Media	State Matching Funds: Oil Recovery from Conventional and Unconventional Reservoirs: Multifaceted Experimental and Computational Investigations of Multiphase Flow and Transport in Porus Media of varying Wettability (Hess)
Wyoming Bean Commission	4,465.00	James Heitholt	R&E Center Powell	How Much Grain Yield and Quality are Lost when Dry Bean Planting is Delayed in the Bighorn Basin
Wyoming Game and Fish Department	54,048.00	Jeffrey Beck	Ecosystem Science & Management	Wind Energy Infrastructure and Greater Sage-Grouse Population Viability and Connectivity
Wyoming Game and Fish Department	77,000.00	Jeffrey Beck	Ecosystem Science & Management	Adaptive Management of the NPL Gas Field for Sage-grouse
Wyoming Wildlife Federation	5,000.00	Benjamin Rashford	Agriculture & Applied Economics	Landowner Economic Brochure Specific to the Red Desert to Hoback Mule Deer Migration Corridor

Externally Funded Projects 7,542,556.36

CARES funding	0.00
Student Financial Aid	0.00
all other externally funded projects	7,542,556.36

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Arizona State University	30,000.00	Pejman Tahmasebi	Petroleum Engineering	AI Institute: Planning: Novel Neural Architectures for 4D Materials Science
Battelle Energy Alliance	11,988.00	Mike Borowczak	Computer Science	Nuclear Security Collaboration - 2021
Boise State University	23,500.00	Christina Kuzmych	Wyoming Public Media	Regional Journalism Collaboration: Mountain West News Bureau
Bureau of Land Management/Department of Interior	320,000.00	Jeffrey Beck	Ecosystem Science & Management	(MT/DAK) Pryor Mountain Wind Energy and Sage-Grouse Study
Climb Wyoming	6,720.00	Bistra Anatchkova	Wyoming Survey & Analysis Center	Follow-up Surveys of Climb Wyoming Graduates 15, 18, 21 and 24 Months After Graduation
Department of Education	7,239,545.00	Alexander Kean	General University Operations	University of Wyoming CARES ACT Higher Education Emergency Relief Fund - Institutional Costs
Department of Education	3,306,790.00	Debra Hintz	Scholarships & Financial Aid	University of Wyoming - CARES Act: Higher Education Emergency Relief Fund
Department of Education	13,982,074.00	Debra Hintz	Scholarships & Financial Aid	Direct Student Loans 2020-2021
Department of Energy	442,265.00	Maohong Fan	Petroleum Engineering	Environmentally Friendly Production of High-Quality and Multifunctional Carbon Quantum Dots from Coal
Economic Development Administration/Department of Commerce	2,400,000.00	David Bohling	IMPACT 307	Impact 307 Statewide Program
Equal Justice Wyoming Foundation	26,400.00	Danielle Cover	College of Law Deans Office	UW Civil Legal Services Clinic and Family & Child Legal Advocacy Clinic
Experiment.com	4,684.08	Jennifer Malmberg	Veterinary Science	Is Mycoplasma bovis maintained in Wyoming pronghorn antelope (Antilocapra americana) reservoirs?
Family Voices	7,500.00	Wendy Warren	Wyoming Institute for Disabilities WIND	Family to Family Mini Grant
Forest Service/Department of Agriculture	10,000.00	Mark Andersen	Wyo Natural Diversity Database	Exchange of Information Between the Natural Heritage Programs - WY Database Exports
Foster County Public Health	2,000.00	Eric Canen	Wyoming Survey & Analysis Center	Student Survey Consulting-FCPH
George B. Storer Foundation	65,000.00	Matthew Kauffman	Wyoming Coop Unit	Wyoming Migration Initiative - FY2021
Kimmeridge Energy Management Company (KEMC)	13,727.00	Dana Caulton	Atmospheric Science	Characterization of methane emissions from abandoned coalbed methane wells
Montana, State of	375,250.00	Bistra Anatchkova	Wyoming Survey & Analysis Center	2018 Montana Adult Tobacco Survey
Mule Fanatic Foundation	2,900.00	Matthew Kauffman	Wyoming Coop Unit	Red Desert to Hoback Mule Deer Project FY20
National Geographic Society	50,000.00	Jacqueline Shinker	Geology & Geophysics	Geography educational Professional Development, National Parks, Natural Resources and Native Americans
National Housing Endowment	15,000.00	Gideon Jacobs	Civil & Architectural Engineering	Home Building Education Leadership Program (NAHB)
National Institute of Food and Agriculture/Department of Agriculture	148,596.00	Barbara Rasco	Agriculture Experiment Station	Hatch-Multistate Capacity FY21

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
National Science Foundation	240,000.00	Caleb Hill	Chemistry	CAREER: Methods for Targeted, High-Throughput Single-Entity Analyses
National Science Foundation	180,120.00	Lauren Shoemaker	Botany	RII Track-4: Ecological Community Responses to Global Change: Predicting Effect on Community Dynamics and Ecosystem Stability
Navarro	150,000.00	Md Anowarul Islam	Plant Sciences	Regenerative Grazing (Carbon Sequestration) Study in Shirley Basin, Wyoming.
North Dakota, Univ of	33,316.00	Erin Phillips	School of Energy Resources Directors Office	Plains CO2 Reduction Partnership Initiative to Accelerate Carbon Capture, Utilization, and Storage Deployment
Pennsylvania State University	350,000.00	Maohong Fan	Petroleum Engineering	University Coalition for Fossil Energy Research (CO2 Capture)
Pilot Hill Inc.	11,500.00	James Fried	Dining	Fence analysis and maintenance on eastern and northern boundary
Reeve (Christopher and Dana) Foundation	75,000.00	Ryan Rausch	Wyoming Institute for Disabilities WIND	WyRamp Project
Society for Science & the Public	6,000.00	Erin Stoesz	Science & Math Teaching Center	2021 Virtual Wyoming State Science Fair - COVID-19 Transition Relief Fund
Susteon	379,999.00	Maohong Fan	Petroleum Engineering	Low Regeneration Temperature Sorbents for Direct Air Capture of CO2
Synoptic Data Corp	3,239.70	Antony Bergantino	Civil & Architectural Engineering	Teaming Agreement between Synoptic Data Corporation and the Water Resources Data System at the University of Wyoming for the National Mesonet Program
U.S. Geological Survey/Department of the Interior	112,000.00	Annika Walters	Wyoming Coop Unit	Drought, water availability, and the implications for fish, 3/27/2020.
U.S. Geological Survey/Department of the Interior	400,000.00	Jerod Merkle Co-PI: Matthew Kauffman	Wyoming Coop Unit	An automated analytical system to synthesize environmental data from long-term remote sensors for use in animal migration ecology, 6/10/2020.
U.S. Geological Survey/Department of the Interior	190,812.00	Matthew Kauffman	Wyoming Coop Unit	Evaluating the influence of energy development on mule deer migrations
University of Albany	15,856.00	Zachary Lebo	Atmospheric Science	Classification of Cloud Particle Imagery and Thermodynamics (COCPIT): A New Databasing Tool for the Characterization of Cloud Particle Images Captured During DOE Field Campaigns
University of Montana	20,000.00	Lusha Tronstad	Wyo Natural Diversity Database	Invertebrate taxonomy and ranking for Wyoming and Montana Natural Heritage Programs
University of New Mexico	30,000.00	Edmund Synakowski	VP for Research & Economic Development Office	ASCEND: Accelerating Solutions for Commercialization and Entrepreneurial Development in the Mountain West IDeA States
Upper Missouri District Health Unit	2,000.00	Eric Canen	Wyoming Survey & Analysis Center	Upper Missouri District Health Unity Surveys

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
Various Sponsors	170.92	Christine Hime	Family & Consumer Sciences	Departmental Research Support
Various Sponsors	27,959.15	David Jones	Laramie Clinic	New Access Point - Program Income 2020-2022
Various Sponsors	160.00	Derek Smith	Kinesiology & Health	SUS-UW Program Income
Various Sponsors	1,500.00	Jennifer Thompson	College of Agriculture & Natural Resources Deans Office	VAR SPON WY BACKYARDS TO BARNYARDS AN EDUCATIONAL NEWSLETTER FOR WY SMALL ACRE ENTHUSIAST.THOMPSON
Various Sponsors	66.00	Melinda Meuli	UW Extension	Program Income - SNAP ED
Western States Learning Corporation dba Align	570,000.00	Nikki Baldwin	School of Teacher Education	Preschool Development Renewal Grant
WY Community Foundation	110,000.00	Laura Feldman	Wyoming Survey & Analysis Center	Kids Count
WY Dept of Environmental Quality	29,781.00	Leonard Smutko	Haub School of Environment & Natural Resources	DEQ Surface Water Quality Standards Collaborative Stakeholder Process
WY Dept of Health	65,000.00	Christine McKibbin	Psychology	Title III D Disease Prevention and Health Promotion (DHP) Evidence-based Program
WY Dept of Health	12,816.44	Esther Gilman-Kehrer	School of Nursing	Wyoming Maternal Mortality Review Committee Abstractor
WY Dept of Health	4,860.00	Michael Dorssom	Wyoming Survey & Analysis Center	Interagency Agreement between Wyoming Department of Health, Aging Division and University of Wyoming
WY Dept of Transportation	114,595.00	Mohamed Ahmed	Civil & Architectural Engineering	Performance Measures and Independent Evaluation Support - Connected Vehicle Pilot Deployment Program
WY Governor's Office	408,500.00	Curtis Biggs	College of Education Deans Office	Trustees Education Initiative: Collaborative K12 Digital Teaching and Learning Professional Development Project (GEER)
WY State Geological Survey	6,130.80	Teale Wyckoff	Wyoming Geographic Information Science Center	NGGDPP, Legacy Map Digital Conversion Project
WY Water Development Office	272,713.00	Antony Bergantino	Atmospheric Science	Water Resources Data System [WRDS] 2021-2022
Wyoming Game and Fish Department	2,100.00	Anna Lisa Chalfoun	Wyoming Coop Unit	Decadal Abundance Trends of Avian SGCN in Wyoming's Natural Gas Fields
Wyoming Game and Fish Department	62,133.00	Anna Lisa Chalfoun	Wyoming Coop Unit	Full Life-Cycle Effects of Natural Gas Development on Sagebrush Songbirds
Wyoming Game and Fish Department	5,000.00	Jerod Merkle	Zoology & Physiology	Behavioral plasticity of large mammals in response to heat
Wyoming Game and Fish Department	20,000.00	Kerry Sondgeroth	Veterinary Science	Pasteurella multocida associated with sinus tumors in BHS
Wyoming Game and Fish Department	67,139.00	Merav Ben-David	Zoology & Physiology	Assessing the Distribution and Abundance of North American River Otters Across Wyoming
Wyonano, LLC	20,775.00	John Hoberg	Chemistry	NSF Phase 1: COF-based membranes for refrigeration

Sponsor	Award Funding Amount	Principal Investigator	Organization	Award Name
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Externally Funded Projects 32,485,181.09

CARES funding 0.00

Student Financial Aid 17,288,864.00

all other externally funded projects 15,196,317.09

Month	Total Funding	CARES	Student Financial Aid	Other External
Jul-20	32,052,515.86	11,388,894.23	883,089.00	19,780,532.63
Aug-20	47,306,854.63	37,300,000.00	983,348.77	9,023,505.86
Sep-20	47,616,927.25	10,661,843.00	292,469.07	36,662,615.18
Oct-20	25,318,289.97	1,100,000.00	16,502,734.26	7,715,555.71 ran through 10/21/20
Nov-20	34,616,733.43	12,408,999.00	330,119.97	21,877,614.46
Dec-20	15,240,072.26	8,496,252.00	27,928.39	6,715,891.87 ran through 12/31/2020
Jan-21	7,542,556.36	0.00	0.00	7,542,556.36
Feb-21	32,485,181.09	0.00	17,288,864.00	15,196,317.09
Mar-21	0.00			
Apr-21	0.00			
May-21	0.00			
Jun-21	0.00			
	<u>242,179,130.85</u>	<u>81,355,988.23</u>	<u>36,308,553.46</u>	<u>124,514,589.16</u>

AGENDA ITEM TITLE: Service Contract and Procurement Reports, Evans

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—refer to Supplemental Materials Report.

EXECUTIVE SUMMARY:

Per UW Regulation 7-2 (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 December 1, 2020 – February 15, 2021
- 2) Procurements valued at \$50,000 or above (one-time or in aggregate) from December 1, 2020 – February 15, 2021

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 or designee) approve all purchases, and are the final approvers for purchases of \$99,999 or less. Deans/Associate Vice Presidents are the final approvers for purchases between \$100,000 and \$249,999. Vice Presidents are the final approvers for purchases between \$250,000 and \$499,999. The President is the final approver for purchases between \$500,000 and \$999,999. The Board of Trustees approves purchases of \$1,000,000 and above.

As part of the Governor’s Step 1 budget reduction requirements, all purchases over \$100,000 are also reviewed by Financial Affairs (in addition to the workflow listed 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 7-2 (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 7-2 (Signature Authority) Procurement Board Report - December 1, 2020 - February 15, 2021

PO Processed Date	Supplier Name	Line #	Description	Quantity	Line Unit Price	Total Line Price	Total PO Amount	Department	Last Approver	Last Approver Title	Approval Date
12/01/2020	CDW Government, Inc.	1	HP Dual VESA Sleeve v3 desktop sleeve	17	29.70	504.90		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	2	HP Scanjet Pro 2500 f1 doc scanner	2	252.72	505.44		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	3	Epson DS 530 Document Color Scanner	6	329.81	1,978.86		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	4	Logitech MK235 keyboard and mouse set	21	26.03	546.63		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	5	HP LaserJet Enterprise M507dn printer monochrome laser	11	474.81	5,222.91		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	6	HP ProDesk 600 G6 mini desktop Core i5 10500T 2.3 GHz 8 GB SSD 256	17	1,419.80	24,136.60		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	7	Poly Plantronics Blackwire 3310 headset	17	37.70	640.90		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	8	Poly Blackwire 3325 Microsoft Teams headset	11	68.22	750.42		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	9	Logitech Webcam C925e web camera	34	84.38	2,868.92		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	10	Wacom Cintiq Pro 24 Creative Pen Touch Display digitizer USB Display	1	2,249.96	2,249.96		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	11	BTO HP 600 G6 i5 10500 512 16 WP	4	705.00	2,820.00		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	12	HP EliteDisplay E243 LED monitor Full HD 1080p 23.8 Smart Buy	70	155.40	10,878.00		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	CDW Government, Inc.	13	BTO HP 600 G6 i5 10500 512 16 WP	35	705.00	24,675.00	77,778.54	General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	64.32	64.32		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	Inter Technologies Corporation	2	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	Inter Technologies Corporation	4	Law Clinic Annex Conference Rooms Upgrade for Video Conferencing per attached quote and agreement	1	55,044.04	55,044.04	66,108.36	General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	MJB Lab Consulting, Inc.	1	CLIA Laboratory Director and Clinical Consultant Agreement for Services	1	70,000.00	70,000.00	70,000.00	General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/01/2020	Mountain West Conference	1	Wyoming Quidel Tests	13225	23.00	304,175.00	304,175.00	General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/02/2020	CDW Government, Inc.	1	HP Smartbuy EliteBook 840 G7 14 Core i5 10210U 8GB RAM 256GB Win 10 Pro	100	1,035.00	103,500.00	103,500.00	General University Operations	Jewell, David	Deputy VP for Finance	12/01/2020
12/02/2020	Lohmiller & Co dba Carrier West Inc dba	1	GPS - IMOD SYSTEM FOR AHU 1A, 2A, 3A, 1B, 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C COE LIBRARY	1	99,208.00	99,208.00	99,208.00	General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/03/2020	Inter Technologies Corporation	4	HS 205 Upgrade for HyFlex per attached quote and agreement	1	46,912.62	46,912.62		General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/03/2020	Inter Technologies Corporation	2	Epson Projector Extended Service Exchange, 2 Year - Conference and Classroom Series per attached quote and agreement	1	229.00	229.00		General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/03/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/03/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	52,673.78	General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/03/2020	Landmark Event Staffing Services, Inc.	1	Event Staffing Services for the 2020-21 Sports Season	1	300,000.00	300,000.00	300,000.00	Game Management	Jewell, David	Deputy VP for Finance	12/03/2020
12/03/2020	Oracle America, Inc.	1	Oracle Fusion Subscription 5/31/2020-11/29/2020 per attached Ordering Document	1	409,394.91	409,394.91	409,394.91	Applications and Customer Relations	Jewell, David	Deputy VP for Finance	12/03/2020
12/03/2020	Inter Technologies Corporation	2	Service Contract, 2 Year (Gold) per attached quote and agreement	1	7,160.00	7,160.00		General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/03/2020	Inter Technologies Corporation	1	Video and Microphone Production System per attached quote and agreement	1	127,403.90	127,403.90	134,563.90	General University Operations	Jewell, David	Deputy VP for Finance	12/02/2020
12/04/2020	Inter Technologies Corporation	4	AG 3028 Upgrade for HyFlex per attached quote and agreement	1	47,176.62	47,176.62		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	2	Epson Projector Extended Service Exchange, 2 Year - Conference and Classroom Series per attached quote and agreement	1	229.00	229.00		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020

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12/04/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	1	DMP53-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	52,937.78	General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	4	AG 3027 Upgrade for HyFlex per attached quote and agreement	1	51,350.21	51,350.21		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	2	Epson Projector Extended Service Exchange, 2 Year - Conference and Classroom Series per attached quote and agreement	1	229.00	229.00		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	1	DMP53-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	57,111.37	General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	4	AG 3026 Upgrade for HyFlex per attached quote and agreement	1	45,370.64	45,370.64		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	2	Epson Projector Extended Service Exchange, 2 Year - Conference and Classroom Series per attached quote and agreement	1	229.00	229.00		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	Inter Technologies Corporation	1	DMP53-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	51,131.80	General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/04/2020	CastleBridge Consulting, LLC	1	CastleBridge Contract ORC/OLC implementation. Includes charges for Scrum Master, Recruiting / Onboarding Functional Lead, Learning Functional Lead, & Technical Lead. (on and offshore) Travel expenses for \$47,659 are not authorized.	1	399,499.00	399,499.00	399,499.00	Systems & Institutional Effectiveness	Jewell, David	Deputy VP for Finance	12/04/2020
12/07/2020	New Horizons Travel	1	Men's basketball air charter to Fresno, San Diego, Logan	1	106,748.55	106,748.55	106,748.55	Mens Basketball	Jewell, David	Deputy VP for Finance	12/07/2020
12/07/2020	New Horizons Travel	3	WBB Charter Flights - San Jose	1	41,855.41	41,855.41		Womens Basketball	Jewell, David	Deputy VP for Finance	12/07/2020
12/07/2020	New Horizons Travel	1	WBB Charter Flight - Las Vegas	1	31,125.00	31,125.00		Womens Basketball	Jewell, David	Deputy VP for Finance	12/07/2020
12/07/2020	New Horizons Travel	2	WBB Charter Flight - Boise	1	31,410.00	31,410.00	104,390.41	Womens Basketball	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	CDW Government, Inc.	1	HP ProDesk 600 G6 mini desktop Core i5 10500T 2.3 GHz 8 GB SSD 256	4	1,419.80	5,679.20		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	CDW Government, Inc.	2	BTO HP 600 G6 i5 10500 512 16 WP	24	742.00	17,808.00		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	CDW Government, Inc.	3	BTO HP 600 G6 i5 10500 512 16 WP	40	742.00	29,680.00	53,167.20	General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	First American Title Insurance Co.	2	2710 E. Harney Street - BUILDING	1	7,089,500.00	7,089,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	First American Title Insurance Co.	3	2710 E. Harney Street - CLOSING COSTS	1	2,500.00	2,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	First American Title Insurance Co.	1	2710 E. Harney Street - Land	1	1,300,000.00	1,300,000.00	8,392,000.00	General University Operations	Jewell, David	Deputy VP for Finance	12/8/2020*
12/08/2020	Inter Technologies Corporation	4	BCPA 1090 HyFlex Upgrade per attached quote and agreement	1	42,052.60	42,052.60		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	1	DMP53-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	2	Epson PRO L1505UHNL Projector with Middle-throw #4 Zoom Lens and Whole Unit Exchange 2 Year Warranty per attached quote and agreement	1	14,470.23	14,470.23	62,054.99	General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	4	BCPA 1077 HyFlex Upgrade per attached quote and agreement	1	41,189.10	41,189.10		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	1	DMP53-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020

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12/08/2020	Inter Technologies Corporation	2	Epson PRO L1490UNL Projector with Middle-throw #4 Zoom Lens and Whole Unit Exchange 2 Year Warranty per attached quote and agreement	1	11,558.45	11,558.45	58,279.71	General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	3	BCPA 1131 Upgrade for HyFlex per attached quote and agreement	1	47,771.07	47,771.07		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	2	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	1	Epson PRO L1075UNL Projector with Middle-throw #4 Zoom Lens and Whole Unit Exchange 2 Year Warranty per attached quote and agreement	1	7,877.85	7,877.85	55,681.08	General University Operations	Jewell, David	Deputy VP for Finance	12/03/2020
12/08/2020	Inter Technologies Corporation	2	VA 229 Upgrade for HyFlex per attached quote and agreement	1	48,478.66	48,478.66		General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	53,978.66	General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	2	VA 231 Upgrade for HyFlex per attached quote and agreement	1	44,608.98	44,608.98		General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	50,108.98	General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	4	BCPA 1138 HyFlex Upgrade per attached quote and agreement	1	37,081.65	37,081.65		General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	Inter Technologies Corporation	2	Epson PRO L1075UNL Projector with Middle-throw #2 Zoom Lens and Whole Unit Exchange 2 Year Warranty per attached quote and agreement	1	7,429.44	7,429.44	50,043.25	General University Operations	Jewell, David	Deputy VP for Finance	12/07/2020
12/08/2020	CDW Government, Inc.	2	Epson BrightLink 1485Fi Interactive 3LCD projector - Wi Fi LAN	55	2,500.00	137,500.00		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	CDW Government, Inc.	1	Epson Brighter Future Whole unit Exchange extended service agreement 2	55	230.26	12,664.30	150,164.30	General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	4	EN 3056 Upgrade for HyFlex per attached quote and agreement	1	48,530.94	48,530.94		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	2	Epson Projector Extended Service Exchange, 2 Year - Conference and Classroom Series per attached quote and agreement	1	229.00	229.00		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	54,292.10	General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	4	EN 3065 Upgrade for HyFlex per attached quote and agreement	1	48,530.94	48,530.94		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	2	Epson Projector Extended Service Exchange, 2 Year - Conference and Classroom Series per attached quote and agreement	1	229.00	229.00		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	3	Juniper Care Support for EX2300-C-12P per attached quote and agreement	1	32.16	32.16		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/08/2020	Inter Technologies Corporation	1	DMPS3-4K-350-C 3-Series® 4K DigitalMedia™ Presentation System 350 per attached quote and agreement	1	5,500.00	5,500.00	54,292.10	General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/09/2020	CDW Government, Inc.	1	Lenovo ThinkPad X1 Yoga Gen 5 14 Core i7 10510U 8 GB RAM 256 GB SS	50	1,785.39	89,269.50		General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/09/2020	CDW Government, Inc.	2	HP Smartbuy EliteBook 850 G7 15 6 Core i7 10510U 16GB RAM 512GB Win 10 Pro	50	1,648.51	82,425.50	171,695.00	General University Operations	Jewell, David	Deputy VP for Finance	12/08/2020
12/09/2020	Fisher Scientific	7	Heratherm Microbiological Incubators	1	1,600.97	1,600.97		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	9	Precision Baths	2	1,221.29	2,442.58		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	10	Mettler Toledo S220 SevenCompact pH/Ion Meter	1	1,115.88	1,115.88		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020

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12/09/2020	Fisher Scientific	11	Mettler Toledo NewClassic ME Precision Balances	1	1,246.12	1,246.12		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	12	Sartorius Entris II Essential Analytical Balance	1	1,430.47	1,430.47		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	13	Analog Vortex Mixer	2	250.91	501.82		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	14	Gilson Pipetman G Pipets, Red	2	287.50	575.00		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	15	Gilson Pipetman L Mechanical Pipets	2	305.43	610.86		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	16	Pipetmam L Starter Kit	7	754.66	5,282.62		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	17	Pipet Controller, Blue, Compatible Tips	7	200.29	1,402.03		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	18	Eppendorf Research plus Variable Adjustable Volume Poettes	1	803.94	803.94		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	19	Isotemp Digital Dry Baths/Block Heaters	2	363.93	727.86		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	20	Blocks for Isotemp Digital Dry Baths/Block Heaters	2	63.78	127.56		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	21	Isotemp Stirring Hotplate	1	365.67	365.67		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	22	Entry Level Research Grade Inverted Microscope	1	2,365.89	2,365.89		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	2	TX_750 4x 750mL Swinging Bucket Rotor	1	2,046.64	2,046.64		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	4	TSG Lab Refrigerator	1	4,857.48	4,857.48		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	5	Sorvall Legand Micro 21 Microcentrifuge	2	2,481.39	4,962.78		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	8	BioMate 160 UV-Vis Spectrophotometer	1	5,994.89	5,994.89		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	1	Sorvall Legand XT/XF Centrifuge & Rotor Package	1	11,959.77	11,959.77		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	23	Isotemp CO2 Incubators	1	5,012.58	5,012.58		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	3	Isotemp Ultra Low Temp Freezer	1	9,958.11	9,958.11		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Fisher Scientific	6	Forma Steri-Cycle i160 tri-Gas Incubator	1	9,733.42	9,733.42	75,124.94	VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	12/09/2020
12/09/2020	Wiley Education Services	1	Payment 2 of 3 as defined in Statement of Work #1 - Course Design and Development Fees	1	499,910.00	499,910.00	499,910.00	General University Operations	Jewell, David	Deputy VP for Finance	12/09/2020
12/11/2020	Harmonic Media, Inc.	1	Provision of Environmental Graphics for the College of Business Student Success Center, per the Agreement dated 10/12/2020.	1	78,562.07	78,562.07	78,562.07	Facilities Construction Mgt	Bryant, Darcy	Deputy Director, Business Serv	12/10/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0	106,711.00	0.00		Center of Innovation for Flow through Porous Media	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0	106,711.00	0.00		Center of Innovation for Flow through Porous Media	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0	106,711.00	0.00		Center of Innovation for Flow through Porous Media	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0.15	106,711.00	16,006.65		Center of Innovation for Flow through Porous Media	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0.47	106,711.00	50,154.17		Center of Innovation for Flow through Porous Media	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0	106,711.00	0.00		Center of Innovation for Flow through Porous Media	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0.19	106,711.00	20,275.09		School of Energy Resources Directors Office	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	Microway	1	DGX Station A100 AI Data Center In-A-Box with A100 80GB	0.19	106,711.00	20,275.09	106,711.00	School of Energy Resources Directors Office	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	YBP Library Services	1	Replenish the deposit account from which we purchase books from YBP (GOBI) for the UW Libraries	1	200,000.00	200,000.00	200,000.00	Libraries Resource Discovery & Management	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	CDW Government, Inc.	1	HP EliteDisplay E243 LED monitor Full HD 1080p 23.8 Smart Buy	10	155.40	1,554.00		General University Operations	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	CDW Government, Inc.	2	Lenovo ThinkPad USB C Dock Gen 2 docking station HDMI 2 x DP	5	190.51	952.55		General University Operations	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	CDW Government, Inc.	3	Lenovo ThinkPad X1 Yoga Gen 5 14 Core i5 10210U 8 GB RAM 256 GB SS	10	1,596.24	15,962.40		General University Operations	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	CDW Government, Inc.	4	HP Smartbuy EliteBook 850 G7 15 6 Core i7 10510U 16GB RAM 512GB Win 10 Pro	10	1,648.51	16,485.10		General University Operations	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	CDW Government, Inc.	5	HP SB USB C Dock G5 U S	20	206.91	4,138.20		General University Operations	Jewell, David	Deputy VP for Finance	12/11/2020
12/11/2020	CDW Government, Inc.	6	HP Smartbuy EliteBook 840 G7 14 Core i5 10210U 8GB RAM 256GB Win 10 Pro	20	1,035.00	20,700.00	59,792.25	General University Operations	Jewell, David	Deputy VP for Finance	12/11/2020
12/14/2020	CDW Government, Inc.	1	Microsoft Surface Pen M1776 stylus Bluetooth 4.0 platinum	50	79.89	3,994.50		General University Operations	Jewell, David	Deputy VP for Finance	12/14/2020

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12/14/2020	CDW Government, Inc.	2	Microsoft Surface Pro Type Cover M1725 keyboard with trackpad acele	50	103.23	5,161.50		General University Operations	Jewell, David	Deputy VP for Finance	12/14/2020
12/14/2020	CDW Government, Inc.	3	Microsoft Surface Pro 7 12 3 Core i7 1065G7 16 GB RAM 512 GB SSD	50	1,615.68	80,784.00	89,940.00	General University Operations	Jewell, David	Deputy VP for Finance	12/14/2020
12/14/2020	DocuTek, Inc	1	Digitization of newspaper microfilm in the University of Wyoming Libraries collection, December 2020 to June 2021	1	52,500.00	52,500.00	52,500.00	Libraries Education & Research Services	Kvenild, Cassandra	Assoc Dean - University Libraries	12/11/2020
12/14/2020	Mountain Heights Hardwood Floor Co Inc	1	PATCH SUB-FLOOR AND INSTALL HARDWOOD FLOOR. PROPOSAL 2020-0116-1	1	81,083.00	81,083.00		Facilities Engineering	Bryant, Darcy	Deputy Director, Business Serv	12/14/2020
12/14/2020	Mountain Heights Hardwood Floor Co Inc	2	SAND AND FINISH ENTIRE GYM FLOOR. PROPOSAL 2020-0116-2	1	18,912.00	18,912.00	99,995.00	Facilities Engineering	Bryant, Darcy	Deputy Director, Business Serv	12/14/2020
12/14/2020	Earth Platform Systems LLC	1	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	2	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	3	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	4	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	5	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	6	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	7	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	8	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	9	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	10	Soil sensor with internal power with remote data link.	1	5,010.00	5,010.00		School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Earth Platform Systems LLC	11	Operation and maintenance of 10 soil sensor stations including data up-link, data hosting, and 2-year warranty.	1	44,224.80	44,224.80	94,324.80	School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	12/14/2020
12/14/2020	Vroom Engineering & Manufacturing, Inc.	2	700cc Cell O.D. 4" x I.D. 2.33" x 10" length 10,000 PSI	10	3,925.00	39,250.00		Center of Innovation for Flow through Porous Media	Piri, Mohammad	Wyoming Excellence Chair/Prof	12/14/2020
12/14/2020	Vroom Engineering & Manufacturing, Inc.	1	1.3 L Cell O.D. 5.25" x I.D. 3.25" x 10" length 10,000 PSI	10	4,595.00	45,950.00	85,200.00	Center of Innovation for Flow through Porous Media	Piri, Mohammad	Wyoming Excellence Chair/Prof	12/14/2020
12/15/2020	Peak Beef Nutrition and Management Consulting, LLC	1	Western Region SARE Professional Development Program	1	25,000.00	25,000.00		UW Extension	Garcia, Sofia	Business Manager	12/12/2020
12/15/2020	Peak Beef Nutrition and Management Consulting, LLC	2	Western Region SARE Professional Development Program	1	35,000.00	35,000.00	60,000.00	UW Extension	Garcia, Sofia	Business Manager	12/12/2020
12/15/2020	Digital Divide Data Ventures LLC	1	Agreement to provide metadata and file creation for digitized images from University Libraries microfilm collection, January to June 2021	1	155,000.00	155,000.00	155,000.00	Libraries Education & Research Services	Jewell, David	Deputy VP for Finance	12/15/2020
12/16/2020	ResearchDx, Inc.	1	Consulting Services Agreement for Clinical Laboratory Licensure	1	65,000.00	65,000.00	65,000.00	General University Operations	Jewell, David	Deputy VP for Finance	12/15/2020
12/16/2020	ThyssenKrupp Elevator Corporation	1	REMOVE AND REPLACE THE OVERHEAD TRACTION MACHINE ON ELEVATOR 1 AT MCINTYRE HALL INCL ROPE AND SHEAVE	1	97,891.00	97,891.00	97,891.00	Facilities Engineering	Bryant, Darcy	Deputy Director, Business Serv	12/14/2020
12/17/2020	Telonics	1	RECON-4560-4 GPS/GLOBALSTAR INSTRUMENTATION WITH CAST-4 FOR PRONGHORN AND MULE DEER.	23	650.00	14,950.00		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	2	CR-7A COLLAR RELEASE MECHANISM.	33	300.00	9,900.00		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	5	freight	1	93.50	93.50		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	5	freight	1	93.50	93.50		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	3	CR-5A COLLAR RELEASE MECHANISM.	40	300.00	12,000.00		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	1	RECON-4560-4 GPS/GLOBALSTAR INSTRUMENTATION WITH CAST-4 FOR PRONGHORN AND MULE DEER.	33	650.00	21,450.00		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	1	RECON-4560-4 GPS/GLOBALSTAR INSTRUMENTATION WITH CAST-4 FOR PRONGHORN AND MULE DEER.	17	650.00	11,050.00		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	4	CB-14 EXPANABLE INSERT.	15	49.00	735.00		Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/17/2020	Telonics	4	CB-14 EXPANABLE INSERT.	15	49.00	735.00	71,007.00	Wyoming Coop Unit	Takaki, YeonShim	Business Manager	12/17/2020
12/18/2020	Wiley Education Services	1	Payment 3 of 3 as defined in Statement of Work #1 - Course Design and Development Fees	1	470,169.73	470,169.73		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	Wiley Education Services	1	Payment 3 of 3 as defined in Statement of Work #1 - Course Design and Development Fees	1	29,560.27	29,560.27	499,730.00	Provosts Office	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	1	HP ZBook Fury 15 G7 Mobile Workstation 15 6 Core i7 10850H vPro 16	30	2,414.61	72,438.30		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020

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12/18/2020	CDW Government, Inc.	2	Lenovo ThinkPad X1 headphones with mic	10	152.61	1,526.10		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	3	HP Smartbuy EliteBook 840 G7 14 Core i5 10210U 8GB RAM 256GB Win 10 Pro	60	1,035.00	62,100.00	136,064.40	General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	1	Chief RPA UW ceiling mount	30	163.24	4,897.20		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	3	Epson PowerLite L510U 5000 Lumens 3LCD Laser Projector White	30	2,111.11	63,333.30		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	2	Epson Preferred Plus Premium extended service agreement 2 years shipm	30	228.89	6,866.70	75,097.20	General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	1	APC Essential Surgearrest PE615 surge protector	20	17.61	352.20		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	2	Kramer AD RING 7 video audio adapter kit DisplayPort HDMI USB	20	129.48	2,589.60		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	4	StarTech com 5 m Premium Certified 4k High Speed HDMI Cable HDMI 2.0	20	21.52	430.40		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	3	Samsung Flip 2 WM65R WMR Series 65 LED display 4K	20	1,900.00	38,000.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	5	Middle Atlantic FlexView FVS SBBU mounting component	20	195.64	3,912.80		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	CDW Government, Inc.	6	Middle Atlantic FlexView FVS 800SC BK cart	20	2,150.35	43,007.00	88,292.00	General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/18/2020	Lohmiller & Co dba Carrier West Inc dba	1	GPS-iMOD SYSTEM FOR AHU'S	1	61,964.00	61,964.00	61,964.00	General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	1	13-inch MacBook Air (MGN76LL/A) per attached quote	5	1,149.00	5,745.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	3	13-inch MacBook Pro with Touch Bar (MYD92LL/A) per attached quote	10	1,399.00	13,990.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	5	12.9-inch iPad Pro Wi-Fi 256GB - Space Gray (MXAT2LL/A) per attached quote	5	999.00	4,995.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	7	16-inch MacBook Pro with Touch Bar (MVVJ2LL/A) per attached quote	5	2,199.00	10,995.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	9	10.9-inch iPad Air Wi-Fi 256GB - Space Gray (MYF2LL/A) per attached quote	15	699.00	10,485.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	11	Apple Pencil (1st Generation) (MK0C2AM/A) per attached quote	3	89.00	267.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	14	Smart Folio for 11-inch iPad Pro (2nd generation) - Black (MXT42ZM/A) per attached quote	3	79.00	237.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	15	Smart Folio for 12.9-inch iPad Pro (4th generation) - Black (MXT92ZM/A) per attached quote	7	99.00	693.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	12	Apple Pencil (2nd Generation) (MU8F2AM/A) per attached quote	30	119.00	3,570.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	13	Smart Folio for iPad Air (4th generation) - Black (MH0D3ZM/A) per attached quote	16	79.00	1,264.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	2	4-Year AppleCare+ for Schools - MacBook Air (S7738LL/A)	5	249.00	1,245.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	4	4-Year AppleCare+ for Schools - 13-inch MacBook Pro (S7739LL/A) per attached quote	10	299.00	2,990.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	6	4-Year AppleCare+ for Schools - iPad Pro (S7829LL/A) per attached quote	5	199.00	995.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	8	4-Year AppleCare+ for Schools - 16-inch MacBook Pro (S7740LL/A) per attached quote	5	399.00	1,995.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	UW Apple Store	10	4-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini (S7828LL/A) per attached quote	15	109.00	1,635.00	61,101.00	General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/21/2020	Cheyenne Kubota	1	Kubota RTV-X1140WY-H	1	27,495.00	27,495.00		General University Operations	Jewell, David	Deputy VP for Finance	12/21/2020
12/21/2020	Cheyenne Kubota	2	Kubota RTV-X1140WY-H	1	27,495.00	27,495.00	54,990.00	General University Operations	Jewell, David	Deputy VP for Finance	12/21/2020
12/22/2020	UW Apple Store	1	12.9-inch iPad Pro Wi-Fi 256GB - Space Gray per attached proposal	70	999.00	69,930.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/22/2020	UW Apple Store	3	Apple Pencil (2nd Generation) per attached proposal	70	119.00	8,330.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/22/2020	UW Apple Store	4	Magic Keyboard for 12.9-inch iPad Pro (4th generation) - US per attached proposal	70	329.00	23,030.00		General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/22/2020	UW Apple Store	2	4-Year AppleCare+ for Schools - iPad Pro per attached proposal	70	199.00	13,930.00	115,220.00	General University Operations	Jewell, David	Deputy VP for Finance	12/18/2020
12/23/2020	Six Point Solutions LLC	1	EXTERIOR IMPROVEMENTS: ADD SIDEWALKS & AWNINGS	1	51,510.00	51,510.00	51,510.00	General University Operations	Jewell, David	Deputy VP for Finance	12/21/2020

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01/05/2021	PerkinElmer Health Sciences, Inc.	1	ARNEL CLARUS 590 GC 120V; N651000B Clarus 500 GC w/PPC, w/o Integral Liq A Clarus 590 GC with PPC and without Integral Liquid Autosampler	1	54,721.30	54,721.30	54,721.30	School of Energy Resources Directors Office	Ferrell, Rachel	Dir, Business Operations	01/05/2021
01/06/2021	University of Washington	1	2nd UWSOM Tuition & Fees Contract payment for 2020-2021	1	2,035,167.00	2,035,167.00	2,035,167.00	WWAMI Medical Education Program	Jewell, David	Deputy VP for Finance	01/06/2021**
01/07/2021	NWCCD Sheridan College	1	Payment for Dental Hygiene students Fall 2020	1	36,000.00	36,000.00		Distance Education	Jewell, David	Deputy VP for Finance	01/07/2021
01/07/2021	NWCCD Sheridan College	1	Payment for Dental Hygiene students Fall 2020	1	75,006.00	75,006.00	111,006.00	Distance Education	Jewell, David	Deputy VP for Finance	01/07/2021
01/08/2021	Fisher Scientific	1	TaqPath COVID-19-1000RXN EUA, Catalog A47814	51	15,980.00	814,980.00		General University Operations	Jewell, David	Deputy VP for Finance	01/08/2021
01/08/2021	Fisher Scientific	2	10ML TP 1STEP MMX NO ROX EA, Catalog A28523	51	3,855.00	196,605.00	1,011,850.00	General University Operations	Jewell, David	Deputy VP for Finance	01/08/2021***
01/11/2021	Enrollment Rx, LLC	2	Enrollment Rx Annual Subscription Fee 2/1/2021-1/31/2022 per attached agreement	1	49,800.00	49,800.00		Applications and Customer Relations	Christensen, Margaux	Exec Administrator, IT Business Services	01/08/2021
01/11/2021	Enrollment Rx, LLC	1	ERX Core Upgrade per attached agreement	1	13,600.00	13,600.00	63,400.00	Applications and Customer Relations	Christensen, Margaux	Exec Administrator, IT Business Services	01/08/2021
01/14/2021	Gallagher Student Health & Special Risk	1	Insurance Premium - 2nd installment of Premium - 25% - Invoice 3651313	1	76,323.50	76,323.50	76,323.50	Risk Management & Safety Office	Lumley, Blossom	Project Manager, Financial Strategic Initiatives	01/13/2021
01/15/2021	Piri Technologies LLC	1	PTS2019-121 HESS BAKKEN (milestone 4 Sec. D4)) SS. rel. perm. measurement-2; (Milestone 3 (Sec D3)) Core conditioning and dynamic aging (backup 2)	1	210,000.00	210,000.00	210,000.00	School of Energy Resources Directors Office	Jewell, David	Deputy VP for Finance	01/15/2021
01/20/2021	PJ6 Consulting, LLC	1	PJ6 Ongoing services contract to conduct educational services for CoANR Coordinate faculty development of curriculum for ranch management and agricultural leadership program (RMAL) - noncredit certificate, BS option/certificate or degree	1	54,336.50	54,336.50		College of Agriculture & Natural Resources Deans Office	Jenks, Maria	Dir, Business Operations	01/20/2021
01/20/2021	PJ6 Consulting, LLC	1	PJ6 Ongoing services contract to conduct educational services for CoANR Coordinate faculty development of curriculum for ranch management and agricultural leadership program (RMAL) - noncredit certificate, BS option/certificate or degree	1	7,775.50	7,775.50	62,112.00	College of Agriculture & Natural Resources Deans Office	Jenks, Maria	Dir, Business Operations	01/20/2021
01/21/2021	Nelson Engineering	1	DESIGN SERVICES FOR WELL SYSTEMS AT JACOBY GOLF COURSE AND CENTRAL CAMPUS	1	99,200.00	99,200.00	99,200.00	Facilities Construction Mgt	Bryant, Darcy	Deputy Director, Business Serv	01/07/2021
01/26/2021	Parker Executive Search, LLC	1	Professional Fees for Provost search: All three invoices are past due.	1	90,000.00	90,000.00	90,000.00	Provosts Office	Connally, Abbie	Dir, Business Operations	01/26/2021
02/01/2021	Edge Mechanical Systems, Inc.	1	50 ACCUTROL AVC6000 CONTROL BOARDS	50	1,130.00	56,500.00	56,500.00	Facilities Management	Bryant, Darcy	Deputy Director, Business Serv	01/28/2021
02/04/2021	Perot Museum of Nature and Science	1	Perot Museum of nature and science subaward/ PI Ellen Currano	1	25,000.00	25,000.00		Botany	Worthing, Ian	Assistant Director, Business Operations	02/04/2021
02/04/2021	Perot Museum of Nature and Science	2	Perot Museum of nature and science subaward/ PI Ellen Currano	1	73,786.00	73,786.00	98,786.00	Botany	Worthing, Ian	Assistant Director, Business Operations	02/04/2021
02/04/2021	Long Reimer Winegar Beppler LLP	1	Engagement of legal services in connection with Phase 3 of the Wyoming CarbonSAFE project in Campbell County, Wyoming	1	100,000.00	100,000.00	100,000.00	School of Energy Resources Directors Office	Jewell, David	Deputy VP for Finance	02/04/2021
02/04/2021	Plumbing Company, Inc.	1	LABOR AND MATERIAL NECESSARY FOR MULTIPLE PROJECTS AROUND CAMPUS	1	59,480.00	59,480.00	59,480.00	Facilities Construction Mgt	Bryant, Darcy	Deputy Director, Business Serv	02/03/2021
02/05/2021	Continental Flooring Company	1	INSTALLATION OF NORAMENT GRANO TILE	1	120,484.00	120,484.00	120,484.00	Facilities Engineering	Jewell, David	Deputy VP for Finance	02/04/2021
02/08/2021	Colorado Hazard Control LLC	1	TWICE DAILY CLEANING/DISINFECTING FOR CRANE HALL AS DIRECTED BY UW FOR SPRING SEMESTER	1	4,130.00	4,130.00		General University Operations	Jewell, David	Deputy VP for Finance	02/08/2021
02/08/2021	Colorado Hazard Control LLC	1	TWICE DAILY CLEANING/DISINFECTING FOR CRANE HALL AS DIRECTED BY UW FOR SPRING SEMESTER	1	95,870.00	95,870.00		General University Operations	Jewell, David	Deputy VP for Finance	02/08/2021
02/08/2021	Colorado Hazard Control LLC	2	CLEANING/DISINFECTION VARIOUS LOCATIONS/BUILDINGS AS DIRECTED BY UW FOR SPRING SEMESTER	1	0.00	0.00		General University Operations	Jewell, David	Deputy VP for Finance	02/08/2021
02/08/2021	Colorado Hazard Control LLC	2	CLEANING/DISINFECTION VARIOUS LOCATIONS/BUILDINGS AS DIRECTED BY UW FOR SPRING SEMESTER	1	20,000.00	20,000.00	120,000.00	General University Operations	Jewell, David	Deputy VP for Finance	02/08/2021
02/10/2021	Dell Marketing LP	1	Red Hat Infrastructure for Academic Institutions - Site Subscription 2/27/2021-2/26/2022, Standard per FTE per attached bid	1443.5	32.02	46,220.87		Enterprise Infrastructure	Jewell, David	Deputy VP for Finance	02/10/2021

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02/10/2021	Dell Marketing LP	1	Red Hat Infrastructure for Academic Institutions - Site Subscription 2/27/2021-2/26/2022, Standard per FTE per attached bid	1443.5	32.02	46,220.87		Research Computing Support	Jewell, David	Deputy VP for Finance	02/10/2021
02/10/2021	Dell Marketing LP	2	Red Hat Ceph Storage Academic Site Subscription 2/27/2021-2/26/2022, Standard per attached bid	2887	7.53	21,739.11	114,180.85	Research Computing Support	Jewell, David	Deputy VP for Finance	02/10/2021
02/11/2021	Risk Removal	1	CORBETT RENOVATION ASBESTOS ABATEMENT SERVICES; PER ATTACHED AGREEMENT	1	123,857.00	123,857.00	123,857.00	Facilities Construction Mgt	Jewell, David	Deputy VP for Finance	02/10/2021
02/11/2021	NCI Inc	1	HistoCore AUTOCUT - Fully-Motorized Microtome - Clinical	1	23,882.87	23,882.87		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	02/10/2021
02/11/2021	NCI Inc	2	HistoCore PEARL - Au tomated Tissue Processor	1	52,266.34	52,266.34		VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	02/10/2021
02/11/2021	NCI Inc	3	HistoCore Arcadia H 100-120 V with HistoCore Arcadia C 110-120 V	1	16,947.24	16,947.24	93,096.45	VP for Research & Economic Development Office	Miller, Jamison	Dir, Business Operations	02/10/2021

*Board of Trustees approved on November 12, 2020

**Board of Trustees approved in FY21 Budget

***Board of Trustees approved use of CARES Act funding for testing materials in Fall 2020 and Spring 2021.

UW Regulation 7-2 (Signature Authority) Contracts Board Report - December 1, 2020 - February 15, 2021

Contract Number	Contract Header Name	Contract Type	Department	Supplier	Signed Date	Start Date	End Date	Agreed Amount	Signer Name	Signer Job Title
00001AttainOctober2020	UW Assessment of Electronic Research Administration System Requirements and Software Solutions	Services Contract	AVP of Fiscal Administration	Attain LLC	2/11/21	10/16/20	3/30/21	\$95,000.00	David Jewell	Deputy VP for Finance
22112PFMAMDec2020	INVESTMENT ADVISORY AGREEMENT	Services Contract	AVP of Fiscal Administration	PFM Asset Management LLC	1/3/21	12/17/20	12/30/26	\$200,000.00	David Jewell	Deputy VP for Finance
12001-PJ6Consulting-Dec2020	12001-PJ6Consulting-Dec2020	Services Contract	College of Agriculture & Natural Resources	PJ6 Consulting, LLC	1/10/21	11/30/20	6/29/21	\$57,971.20	Barbara Rasco	Dean of AGNR
12301ResearchDxDec2020	Consulting Services Agreement	Services Contract	College of Agriculture & Natural Resources	ResearchDx, Inc.	12/10/20	11/15/20	11/14/21	\$65,000.00	David Jewell	Deputy VP for Finance
12103CNCNovember2020	Center for Neuroscience and Cell Biology, University of Coimbra	Services Contract	College of Agriculture & Natural Resources	Center for Neuroscience and Cell Biology	12/18/20	12/14/20	5/30/23	\$50,000.00	David Jewell	Deputy VP for Finance
13281-LeadingAuthorities-Nov2019	150th Anniversary of Women's Suffrage	Services Contract	College of Arts & Sciences	Leading Authorities Inc	1/18/21	11/17/19	3/30/21	\$51,000.00	Paula Lutz	Dean/Professor
13403_Assetlink_2021-2023	Agreement for Services	Services Contract	College of Arts & Sciences	AssetLink Global LLC	1/10/21	1/31/21	1/30/23	\$91,500.00	Daniel Dale	Interim Dean
15111UniSAJanuary2021	UNIVERSITY OF SOUTH AUSTRALIA COLLABORATIVE RESEARCH AGREEMENT	Services Contract	College of Education	University of South Australia	2/8/21	1/7/21	6/29/22	\$90,096.80	Diana Hulme	Assoc VP, Research
17104-ObergDeiss-Feb2021	Agreement for Services	Services Contract	College of Health Sciences	Deiss, Suanne	2/7/21	2/3/21	2/2/23	\$100,000.00	David Jones	Dean
17104 -Tolley - Feb2021	Agreement for Services	Services Contract	College of Health Sciences	Tolley, Larissa Mae	2/7/21	2/3/21	2/2/23	\$100,000.00	David Jones	Dean
30001AdmithubJan2021	Order form	Services Contract	Dean of Students	Admithub Inc	2/8/21	1/28/21	1/30/23	\$72,000.00	Robert Aylward	Vice President
11001_Enverus Intelligence Analysis_Nov2020	Order form	Services Contract	Enhanced Oil Recovery Institute	Drilling Info Inc	12/7/20	11/29/20	6/29/22	\$99,999.00	Holly Krutka	Exec Dir, School of Energy Resources
40003 EnrollmentRx Dec 2017	Enrollment Rx Pricing Addendum	Services Contract	Information Technology	Enrollment Rx, LLC	12/16/20	1/31/21	1/30/24	\$163,000.00	Robert Aylward	Vice President
40001-TeamDynamix-Mar 2019	Contract Number: UWP00002	Services Contract	Information Technology	TeamDynamix Solutions LLC	12/10/20	4/13/19	4/12/22	\$190,322.20	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Master Subscription Agreement	Services Contract	Information Technology	Zoom Video Communications Inc	12/1/20	11/20/20	8/2/21	\$121,681.11	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Amendment Form Number: O531921	Services Contract	Information Technology	Zoom Video Communications Inc	12/1/20	11/20/20	8/2/21	\$121,681.11	Robert Aylward	Vice President
40003-Zoom MSA-Sept 2019	Amendment Form Number: O785897	Services Contract	Information Technology	Zoom Video Communications Inc	12/1/20	11/20/20	8/2/21	\$121,681.11	Robert Aylward	Vice President
40004-Red Hat-Jan 2020	Red Hat Site Subscription Renewal	Services Contract	Information Technology	Red Hat Inc.	2/1/21	2/26/21	2/25/22	\$114,180.85	Robert Aylward	Vice President
40004-Red Hat-Jan 2020	Red Hat EULAs	Services Contract	Information Technology	Red Hat Inc.	2/1/21	2/26/21	2/25/22	\$114,180.85	Robert Aylward	Vice President
40003-Honorlock ShortTerm-March 2020	Master Subscription and Order Form	Services Contract	Information Technology	Honorlock Inc	1/21/21	3/17/20	6/29/21	\$277,695.00	Robert Aylward	Vice President
90202UnivOf CaliforniaApril2019	University of California Dept of Intercollegiate Athletics Football Game Guarantee	Services Contract	Intercollegiate Athletics	University of California	12/1/20	4/7/19	9/7/29	\$250,000.00	Matthew Whisenant	Deputy Director
90251NewHorizonsDec2020	WBB 20-21 Charter Flights	Services Contract	Intercollegiate Athletics	New Horizons Travel	12/10/20	12/3/20	6/30/21	\$104,390.41	Billy Sparks	Sr Assoc Ath Dir/Business Ops
90201NewHorizonsTravelAmendme ntDec2020	New Horizons Travel	Services Contract	Intercollegiate Athletics	New Horizons Travel	1/26/21	12/3/20	12/3/21	\$106,748.55	Billy Sparks	Sr Assoc Ath Dir/Business Ops
90251NewHorizonsDec2020	WBB 20-21 Charter Flights	Services Contract	Intercollegiate Athletics	New Horizons Travel	1/26/21	12/3/20	6/29/21	\$104,390.41	Billy Sparks	Sr Assoc Ath Dir/Business Ops
90010DirectTVJanuary2021	Terms of Service	Services Contract	Intercollegiate Athletics	Direct 4 Biz, LLC.	2/1/21	1/11/21	12/30/22	\$59,855.00	Thomas Burman	Athletic Director
90201NewHorizonsTravelAmendme ntDec2020	New Horizons Travel	Services Contract	Intercollegiate Athletics	New Horizons Travel	1/3/21	12/3/20	12/3/21	\$106,748.55	Billy Sparks	Sr Assoc Ath Dir/Business Ops
1004098D-Xcalibur_Jan2021	Xcalibur - GU External Eval	Services Contract	Provost	Xcalibur Inc	2/7/21	1/18/21	9/23/24	\$522,585.00	Anne Alexander	Interim Provost & Vice President, Academic Affairs
10041MeshNet12200	MeshNet Partnership Extension	Services Contract	Provost	Meshnet Licensing Inc tm Suitable	2/8/21	7/5/21	7/5/24	\$120,000.00	Robert Aylward	Vice President
40006-AppliedDataSystems-December2020	Agreement for Services Between The University of Wyoming and Applied Data Systems (ADS)	Services Contract	Research & Economic Development	Applied Data Systems	1/26/21	12/31/20	12/31/25	\$665,914.27	Diana Hulme	Assoc VP, Research*

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10501-EarthPlatformSystemsLLC	Agreement for Services University of Wyoming & Earth Platform Services	Services Contract	School of Energy Resources	Earth Platform Systems LLC	12/10/20	12/7/20	12/6/22	\$94,324.80	Diana Hulme	Assoc VP, Research
19002-Elsevier-Jan2021	Subscription Agreement	Services Contract	University Libraries	Elsevier B.V.	1/19/21	12/31/20	12/30/21	\$116,243.00	Ivan Gaetz	Dean
19003DigitalDivideDataDec2020	Historical Newspapers Digitization	Services Contract	University Libraries	Digital Divide Data Ventures LLC	12/6/20	12/31/20	6/29/21	\$155,000.00	Ivan Gaetz	Dean
19002-PQComp-Dec2020	ProQuest Comprehensive	Services Contract	University Libraries	ProQuest, LLC	1/26/21	12/31/20	12/30/21	\$444,275.00	Ivan Gaetz	Dean
19003DocutekDec2020	Agreement for Services between UW & Kanes Records Management Inc.	Services Contract	University Libraries	DocuTek, Inc	12/6/20	11/30/20	6/29/21	\$52,500.00	Ivan Gaetz	Dean
19002-Clarivate-Nov2020	Web of Science	Services Contract	University Libraries	Clarivate Analytics (US) LLC	12/6/20	11/30/20	12/30/24	\$311,683.00	Ivan Gaetz	Dean
26001NelsonEngineeringDec2020	Consultant Agreement	Services Contract	University Operations	Nelson Engineering	1/3/21	12/1/20	5/30/21	\$99,200.00	Neil Theobald	Senior VP, Admin & Finance
26001MountainHeightsHardwoodFlooringNov2020	Agreement Between Owner and Contractor	Services Contract	University Operations	Mountain Heights Hardwood Floor Co Inc	12/10/20	11/17/20	1/21/21	\$99,995.00	William Mai	Deputy VP of Administration
26001ShepardConstruction,IncNov2020	Agreement Between Owner and Contractor	Services Contract	University Operations	Shepard Construction Inc	12/20/20	11/19/20	8/31/21	\$3,041,142.00	Neil Theobald	Senior VP, Admin & Finance**
26001ByArchitecturalMeansPCOct2020AmendNo.1	Amendment No. 1	Services Contract	University Operations	By Architectural Means, PC	12/10/20	10/28/20	12/30/22	\$181,000.00	Neil Theobald	Senior VP, Admin & Finance
26001ContinentalFlooringJan2021	Agreement Between Owner and Contractor	Services Contract	University Operations	Continental Flooring Company	2/2/21	1/5/21	4/30/21	\$117,380.00	William Mai	Deputy VP of Administration
25001-AxonEnterpriseIncJan2021	Master Services and Purchasing Agreement	Services Contract	University Police	Axon Enterprise Inc	1/26/21	1/5/21	1/5/25	\$78,432.80	Neil Theobald	Senior VP, Admin & Finance

*Board of Trustees approved on January 14, 2021

**Board of Trustees approved on November 12, 2020

Capital Construction Progress Report as of March 3, 2021

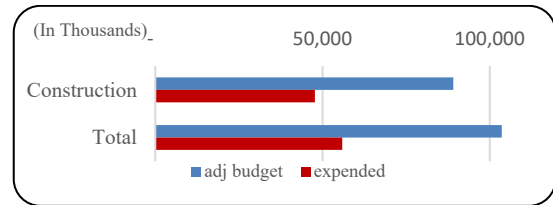
The following is an accounting of the progress and activity of construction and design since the last Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. Science Initiative

Contractor: GE Johnson Construction Wyoming
 Jackson, WY

Original Project Budget \$ 103,000,000 (a)
 Adjusted Project Budget \$ 103,755,000 (d)



Funding Sources:	Original Anticipated:	Actual:
State Appropriation (2015 SL Ch 142 Sec 345)	3,000,000.00	3,000,000.00
UW General Reserve Account	10,000,000.00	10,000,000.00
UW Construction Reserve Account	5,000,000.00	5,000,000.00
State Appropriation (2018 Session, HB0194, Sec 5)	85,000,000.00	85,000,000.00
UW INBRE program		325,000.00
Major Maintenance		430,000.00
Total Project	103,000,000.00	103,755,000.00

Guaranteed Maximum Price \$74,359,220
 Contract Substantial Completion Date February 3, 2022

(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	82,029	-	7,038	89,067	(47,722)	(41,345)	-
Contingency	3,919	430	(3,145)	1,204	-	-	1,204
Reserve	1,702	-	-	1,702	-	-	1,702
Design	6,962	42	296	7,300	(6,646)	(623)	31
FF&E	3,100	-	(1,013)	2,087	-	-	2,087
Tech	2,287	-	(2,287)	-	-	-	-
Admin	3,001	283	(889)	2,395	(1,501)	(164)	730
Total	103,000	755	-	103,755	(55,869)	(42,132)	5,754

Statement of Contract Amount

Original contract	Pre-construction	\$142,000
10/16/2019, Amendment #1	GMP established, includes full project scope excluding alternates, reserve held for north greenhouses. (Includes pre-construction)	74,359,220
Amendment #2	Construct research greenhouse	5,999,462
Amendment #3	Multiple scope changes: utility consumption, cw/hw line upsize, vivarium underground, INBRE underground, general duty valves, civil additions & revisions, add L2 bulkheads, ABB drive, INBRE complete, growth chambers	6,439,023
Amendment #4	AV/IT package	2,269,217
Change order #1	Installation of two (2) additional 4" conduits	2,230
Change order #2	Installation of emergency exit signs in greenhouse area	1,896
Change order #3	Increased size for transformer breakers for levels 2 & 4	1,788
Change order #4	Adding one (1) UPS machine within greenhouse manager's office	2,087
Change order #5	Relocation of level 2 lab electrical panel	814
Adj contract		\$89,075,737

Work Completed/In Progress:

- Guaranteed Maximum Price contract amendment was approved 10/16/2019.
- Construction activities commenced 10/17/2019.
- Deep foundations, grade beams, caps and high walls are complete.
- Plumbing and electrical underground are complete.
- Level one concrete slab on grade is complete.
- Steel erection has topped out.
- Concrete on metal deck is complete.
- Fireproofing and mechanical, electrical and plumbing (MEP) rough is in progress.
- Building water and wastewater services are complete.
- Building heating and cooling water tie-ins are complete.
- Interior framing is in progress.
- Greenhouse foundations are complete.
- Interior tower stairs and feature stairs are complete.
- Exterior masonry field stone and slabs are in progress.
- Glazing and curtain walls are in progress.
- Building is dried in.

Issues Encountered with Proposed Resolution for Each:

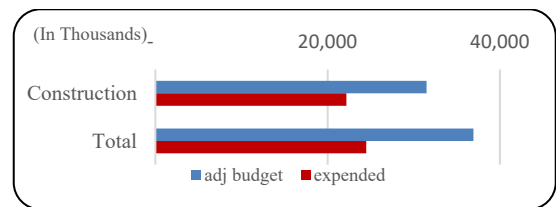
- Energy recovery units (air handlers) delivery delay due to pandemic.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Interior framing (ongoing). • Drywall finishing. • Greenhouse framing. • Greenhouse glazing. • Service elevator installation. • Paint and casework. • Exterior masonry.

2. West Campus Satellite Energy Plant

Contractor: GE Johnson Construction Wyoming
 Jackson, WY

Original Project Budget \$ 36,931,109 (a)
 Adjusted Project Budget \$ 36,931,109 (d)



Funding Sources:	Original Anticipated:	Actual:
Major Maintenance	18,000,000.00	22,000,000.00
EERB Project Reserve	12,314,336.00	12,612,600.00
SI Project Reserve	2,000,000.00	1,701,736.00
UW – Capital Reserves (BOT)	4,616,773.00	616,773.00
Total Project	36,931,109.00	36,931,109.00

Guaranteed Maximum Price \$ 29,058,549.00
 Contract Substantial Completion Date October 19, 2021

(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	29,559	-	1,930	31,489	(22,186)	(9,303)	-
Contingency	3,688	-	(1,930)	1,758	-	-	1,758
Design	2,623	-	-	2,623	(1,719)	(340)	564
FF&E	110	-	-	110	-	-	110
Tech	25	-	-	25	(3)	-	22
Admin	926	-	-	926	(581)	(116)	229
Total	36,931	-	-	36,931	(24,489)	(9,759)	2,683

Statement of Contract Amount

Original contract	Pre-construction	\$61,250
Amendment #1	Initial Guaranteed Maximum Price for Foundation and Utilities. (Includes pre-construction)	15,486,191
Amendment #2	Final Guaranteed Maximum Price; full project scope.	13,572,358
Amendment #3	Utility extension and future boiler rough-in	82,297
Amendment #4	Heat exchangers, full heating conversion to surrounding buildings	2,348,254
Adj contract		\$31,489,100

Work Completed/In Progress:

- Bid Package #1 was issued for foundation and utilities. The public bid opening was held 6/18/2019.
- Initial Guaranteed Maximum Price was prepared and approved at the August 2019 Board of Trustees Meeting.
- Construction activities commenced 9/16/2019.
- Bid Package #2 was issued, 100% construction documents. The public bid opening was held 10/4/2019.
- Final GMP was approved on 11/14/2019.
- Foundation high walls and tank foundation are complete.
- Underground plumbing and electrical are complete.
- Basement slab on grade is complete.
- Steel erection and metal decking are complete.
- Masonry walls are in progress.
- Mechanical, electrical, and plumbing (MEP) rough is in progress.
- Distribution piping is in progress.
- TES tank is complete, filled and tested.
- Interior framing and finish activities are in progress.
- Glazing is complete.
- Initial boiler start-up is complete.
- Vertical boiler flue installation is complete.
- Stucco is in progress.
- Permanent power is complete.
- Natural gas branch line and meter are set.
- Generator start-up and load test is complete.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

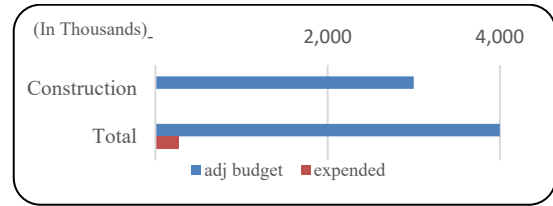
Work Planned for Upcoming Month:

- Continue masonry and MEP trim.

3. 11th & 12th/Lewis Street Reconstruction

Contractor:

Original Project Budget \$ 4,000,000 (a)
 Adjusted Project Budget \$ 4,000,000 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
EERB Project Reserve	4,000,000.00	4,000,000.00
Total Project	4,000,000.00	4,000,000.00

Guaranteed Maximum Price \$
 Contract Substantial Completion Date

(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	3,000	-	-	3,000	-	-	3,000
Contingency	450	-	(189)	261	-	-	261
Design	365	-	189	554	(242)	(312)	-
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	185	-	-	185	(32)	(3)	150
Total	4,000	-	-	4,000	(274)	(315)	3,411

Statement of Contract Amount

Original contract		\$-
Adj contract		\$-

Work Completed/In Progress:

- Design development is 95% complete.
- Survey is complete.
- Construction drawings are 95% complete and issued for pricing.
- Vacation of Lewis Street section and 11th and 12th Street has been submitted to the City.
- Utility design is complete and issued for pricing.
- MOU Amendment has been approved by City Council and will be reviewed by the Board of Trustees this month.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

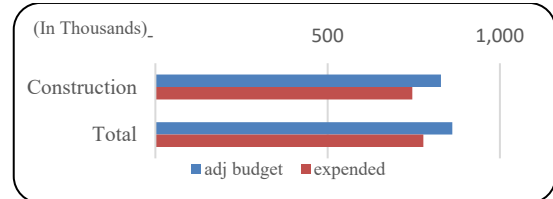
Work Planned for Upcoming Month:

- Contingent upon Board of Trustees action at the March meeting.

4. Hansen Arena: Design & Construction-Animal Stalls & Animal Handling Units

Contractor: Hamaker Excavation, Inc.
 Laramie, WY

Original Project Budget \$ 500,000 (a)
 Adjusted Project Budget \$ 862,281 (d)



Funding Sources:	Original Anticipated:	Actual:
State appropriation (2019 Session, HB001, EA51, #7)	500,000.00	500,000.00
Ag Permanent Income Funds (STO)	-	340,168.00
UW Rodeo – Foundation Funds	-	22,113.00
Total Project	500,000.00	862,281.00

Guaranteed Maximum Price N/A
 Contract Substantial Completion Date July 15, 2020

(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	762	17	50	829	(746)	(83)	-
Contingency	30	-	(30)	-	-	-	-
Design	11	-	(1)	10	(10)	-	-
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	37	5	(19)	23	(22)	-	1
Total	840	22	-	862	(778)	(83)	1

Statement of Contract Amount

Original contract	Design Build agreement	\$200,000
Amendment #1	Final GMP, revised	\$761,701
Change order #1	New electrical panel, extend electrical to six new waterers, extend 2" water main	17,691
Change order #2	Additional dirt work and imported fill to raise site elevation	40,150
Change order #3	Addition of 13 light packs, upgrade feeder wire to copper, added equipotential grounding plane	9,000
Adj contract		\$828,542

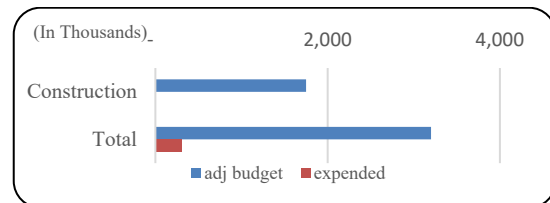
Work Completed/In Progress:
<ul style="list-style-type: none"> • Project is complete. • Punch list is complete and approved. • Owner training is complete.

Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Final payment once advertising period is complete on 3/29/2021.

5. College of Business: Student Success Center

Contractor: GE Johnson Construction Wyoming
 Jackson, WY



Original Project Budget \$ 400,000 (a)
 Adjusted Project Budget \$ 3,200,000 (d)

<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
Foundation donations	400,000.00	400,000.00
Foundation donations (loan)		2,800,000.00
Total Project	400,000.00	3,200,000.00

Guaranteed Maximum Price N/A
 Contract Substantial Completion Date March 1, 2021

(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		1,750	-	1,750	-	(1,274)	476
Contingency		262	(70)	192	-	-	192
Design	287	-	70	357	(287)	(70)	-
FF&E		715	-	715	-	(437)	278
Tech		79	-	79	-	-	79
Admin	113	(6)	-	107	(18)	-	89
Total	400	2,800	-	3,200	(305)	(1,781)	1,114

Statement of Contract Amount

Original contract	**\$250,952 MEP scope in contract is funded by major maintenance	\$1,375,000
Change order #1	Restroom 193: add floor drain/framing on north wall for water closet carrier inside wall cavity; specification change for tile carpeting	17,083
Change order #2	Installation of perimeter window sills, column patching, plastic laminate deletion, automatic entrance finish	35,821
Change order #3	Installation of vestibule renovations, demolition, framing & wood walls	47,393
Change order #4	Installation of electrical changes for breezeway renovations	49,757
Adj contract		\$1,525,054

Work Completed/In Progress:

- Drywall installation and level 5 finishes complete.
- First coat of paint complete throughout. Two (2) additional coats remain.
- Mechanical HVAC (ductwork) installation approximately 95% complete.
- Mechanical plumbing work approximately 95% complete.
- Electrical routings complete. Power terminations to begin once painting is complete.
- Lighting installations have begun and will continue to progress over the next 2-4 weeks.
- Flooring prep and finish installation have begun and are approximately 50% complete.
- Woodwork (casework, column wraps, veneer benchers, etc.) and solid surface (countertops, windowsills) installations are underway and at approximately 75% completion.
- Drop-ceiling hanger and grid installations underway.
- Low-voltage paths for audio visual (A/V) created.
- UW Information Technology CAT6 wire pulling complete. Terminations to begin once painting is complete.

Issues Encountered with Proposed Resolution for Each:

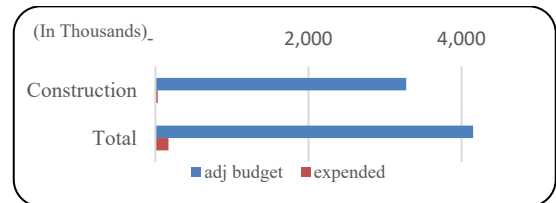
- None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Weekly OAC meetings will continue to be held. • Lighting installations to continue. • Painting to continue. • Flooring prep and finish installation to continue. • Drop-ceiling hanger and grid installation to continue. • Woodwork and solid surface tasks to continue. • Control wiring for the mechanical systems to be landed. Programming, commissioning, and testing/balancing to take place thereafter. • IT terminations to take place.

6. Corbett Renovation

Contractor: Shepard Construction

Original Project Budget \$4,150,000 (a)
 Adjusted Project Budget \$4,150,000 (d)



Funding Sources:	Original Anticipated:	Actual:
State Appropriation (2018 Session, HB0001, Section 308 e)	1,000,000.00	1,000,000.00
UW – Kinesiology & Health	350,000.00	350,000.00
Major Maintenance	2,800,000.00	2,800,000.00
Total Project	4,150,000.00	4,150,000.00

Guaranteed Maximum Price N/A
 Contract Substantial Completion Date September 1, 2021

(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	3,277	-	-	3,277	(32)	(3,133)	112
Contingency	416	-	-	416	-	-	416
Design	228	-	-	228	(109)	(13)	106
FF&E	21	-	-	21	(18)	-	3
Tech	16	-	-	16	-	-	16
Admin	192	-	-	192	(11)	(83)	98
Total	4,150	-	-	4,150	(170)	(3,229)	751

Statement of Contract Amount

Original contract		\$3,041,142
Adj contract		\$3,041,142

Work Completed/In Progress:
<ul style="list-style-type: none"> • Hazardous material abatement. • Soft demo/removal of lockers, carpet, finishes, fixtures. • Demolition of Lobby restrooms.

Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

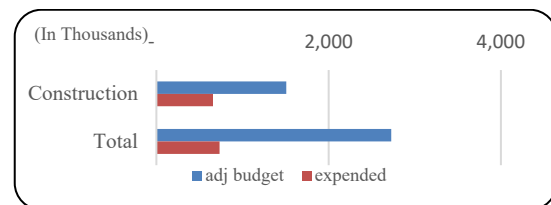
Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Complete hazardous material abatement. • Masonry wall demolition. • Concrete cutting and removal. • HVAC, plumbing, fire sprinkler and electrical demolition. • Underground/basement rough-in. • Finalize electrical/fire alarm system upgrade drawings.

UW Housing Phase I

7. Wyoming Hall Deconstruction

Contractor: Haselden Wyoming Constructors
 Laramie, WY

Original Project Budget \$ 2,726,536 (a)
 Adjusted Project Budget \$ 2,726,536 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
UW – Housing Reserve Account	2,726,536.00	2,726,536.00
Total Project	2,726,536.00	2,726,536.00

Guaranteed Maximum Price \$13,946,242 (includes Utility Relocation Scope)
 Contract Substantial Completion Date June 28, 2021

(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	720	788	-	1,508	(657)	(851)	-
Contingency	108	-	-	108	-	-	108
Design	43	-	-	43	(19)	(3)	21
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	1,856	(788)	-	1,068	(58)	(9)	1,001
Total	2,727	-	-	2,727	(734)	(863)	1,130

Statement of Contract Amount

Original contract	GMP established	\$1,508,420
Adj contract		\$1,508,420

Work Completed/In Progress:
<ul style="list-style-type: none"> Asbestos abatement is complete. Utilities are rerouted. Building demo is underway and on schedule.

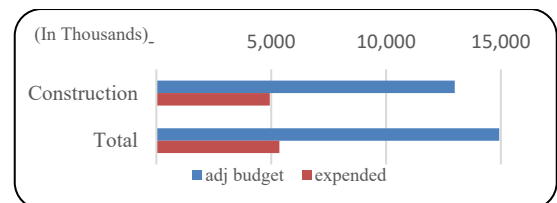
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> Complete demolition and remove debris from site.

8. Wyoming Hall Utility Relocation

Contractor: Haselden Wyoming Constructors
 Laramie, WY

Original Project Budget \$14,929,300 (a)
 Adjusted Project Budget \$14,929,300 (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
UW – Construction Reserve Account	10,000,000.00	10,000,000.00
Major Maintenance	4,929,300.00	4,929,300.00
Total Project	14,929,300.00	14,929,300.00

Guaranteed Maximum Price
 Contract Substantial Completion Date

\$13,946,242 (includes Demolition scope)
 June 28, 2021

(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	12,929	-	59	12,988	(4,939)	(8,049)	-
Contingency	1,200	-	(106)	1,094	-	-	1,094
Design	331	-	47	378	(349)	(78)	(49)
FF&E	-	-	-	-	-	-	-
Tech	240	-	-	240	-	-	240
Admin	229	-	-	229	(65)	(48)	116
Total	14,929	-	-	14,929	(5,353)	(8,175)	1,401

Statement of Contract Amount

Original contract	Pre-Construction	\$10,000
Amendment #1	GMP established	12,427,822
Change order #1	Vault lid structural change and tunnel light fixture revision.	6,037
Change order #2	Removal of existing duct bank and installation of new, provide (4) runs of 4' conduit with new MV cable.	49,755
Change order #3	Installation of 15 th Street water line, Bradley Street water line changes.	493,830
Adj contract		\$12,987,444

Work Completed/In Progress:
<ul style="list-style-type: none"> • Utilities install in the tunnels is progressing and on schedule. • Bradley Street hot and chilled water is complete. • Finalizing pricing for City waterline changes. • McWhinnie Hall basement work is underway. • West tunnel install is 50% complete. • Notice to proceed issued to contractor for change orders #1, #2 and #3. • Medium voltage shutdown and reroute is complete. • Fiber and copper reroute is complete. • 14th Street hot and chilled water is complete.

Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • Final design drawings for 15th Street delayed by the Civil Engineer. • We are working diligently with the City to fast track approval as not to delay the March waterline start. • DEQ permit and the contractor's street closure permits will be submitted immediately after City approval.

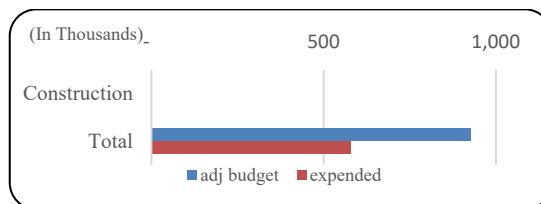
Work Planned for Upcoming Month:

- Schedule and phasing plans for 15th Street water lines.
- Excavation for tunnels on south side of Wyoming Hall.
- Pricing additional utilities north of Lewis Street.
- 15th Street water line phase to start 3/15/2021.
- Utility install between Wyoming Hall and McWhinnie Hall.
- Tunnel install to continue.
- Working with City on pricing approval and Agreement between UW and City for water line funded by the City from Iverson Street to Grand Avenue.
- Bradley Street water line install.

9. Iverson Lot Parking Garage

Contractor: Haselden Wyoming Constructors
 Laramie, WY

Original Project Budget \$926,400 (a)
 Adjusted Project Budget \$926,400 (d)



Funding Sources:	Original Anticipated:	Actual:
UW – Housing Reserve Account	926,400.00	926,400.00
	-	-
Total Project	926,400.00	926,400.00

Guaranteed Maximum Price \$
 Contract Substantial Completion Date

(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	-	-	-	-	-	(16)	(16)
Contingency	-	-	-	-	-	-	-
Design	726	-	-	726	(411)	(771)	(456)
FF&E	-	-	-	-	-	-	-
Tech	-	-	-	-	-	-	-
Admin	200	-	-	200	(169)	(51)	(20)
Total	926	-	-	926	(580)	(838)	(492)

Statement of Contract Amount

Original contract	Pre-Construction	\$15,712
Adj contract		\$15,712

Work Completed/In Progress:
<ul style="list-style-type: none"> • Construction document phase approximately 50% complete. • Conditional Use Permit application submitted to the City on 3/3/2021. • Site Plan submittal to the City scheduled for the week of 3/8/2021.

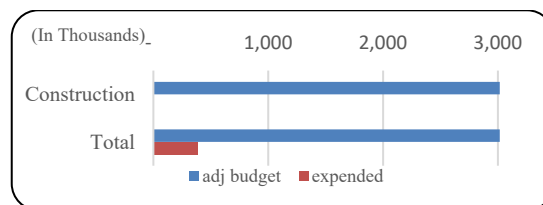
Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Continue development of the construction documents and bidding documents. • Coordinate planning submittals with the City.

10. Bus Garage/Fleet Relocation

Contractor: GH Phipps Wyoming
 Laramie, WY

Original Project Budget \$2,779,260 (a)
 Adjusted Project Budget \$7,214,217 (d)



Funding Sources:	Original Anticipated:	Actual:
UW – Construction Reserve Account	2,779,260.00	2,779,260.00
FTA 5339(b) Grant		4,237,262.00
UW - VP Administration Reserve Account		197,695.00
Total Project	2,779,260.00	7,214,217.00

Guaranteed Maximum Price \$
 Contract Substantial Completion Date

(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	2,100	3,516	-	5,616	-	-	5,616
Contingency	315	243	-	558	-	-	558
Design	125	73	-	198	(123)	(49)	26
FF&E	86	280	-	366	(97)	-	269
Tech	71	28	-	99	(7)	-	92
Admin	82	295	-	377	(160)	(130)	87
Total	2,779	4,435	-	7,214	(387)	(179)	6,648

(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	94	-	-	94	(46)	(48)	-
Contingency	22	-	-	22	-	-	22
Design	-	-	-	-	-	-	-
FF&E	15	-	-	15	-	-	15
Tech	10	-	-	10	-	-	10
Admin	83	-	-	83	(60)	(10)	13
Total	224	-	-	224	(106)	(58)	60

Statement of Contract Amount

Original contract		\$-
Adj contract		\$-

Work Completed/In Progress:
<ul style="list-style-type: none"> • Interior finishes are primarily complete. • Mechanical, electrical and plumbing (MEP) install is primarily complete. • Security install underway. • Audio visual/Information Technology (AV/IT) install underway. • Contractor working on completion list for interiors.

Issues Encountered with Proposed Resolution for Each:
<ul style="list-style-type: none"> • None at this time.

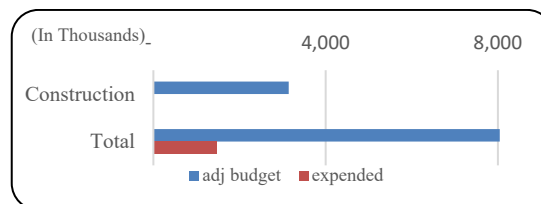
Work Planned for Upcoming Month:
<ul style="list-style-type: none"> • Exterior painting. • Roof access ladder install. • Repair landscaping. • Exterior signage install. • Create punch list.

12. UW Student Housing

Contractor:

Original Project Budget \$ (a)

Adjusted Project Budget \$ (d)



<u>Funding Sources:</u>	<u>Original Anticipated:</u>	<u>Actual:</u>
UW – Housing Reserve Account	590,000.00	8,681,675.00
UW – Construction Reserve Account		2,143,000.00
Total Project	590,000.00	10,824,675.00

Guaranteed Maximum Price \$
 Contract Substantial Completion Date

(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	3,143	-	-	3,143	-	-	3,143
Contingency	-	-	-		-	-	-
Design	7,682	-	-	7,682	(1,424)	(6,224)	34
FF&E	-	-	-		-	-	-
Tech	-	-	-		-	-	-
Admin	-	-	-		(47)	-	(47)
Total	10,825	-	-	10,825	(1,471)	(6,224)	3,130

Statement of Contract Amount

Original contract		\$-
Adj contract		\$-

Work Completed/In Progress:

- Schematic design is in progress.
- Exterior Design Advisory Committee (EDAC) meetings in progress.

Issues Encountered with Proposed Resolution for Each:

- None at this time.

Work Planned for Upcoming Month:

- Continue meetings with EDAC.
- Determine programmatic requirements with the Board of Trustees.