



**MEETING OF THE  
TRUSTEES OF THE UNIVERSITY OF WYOMING**

**December 11, 2024**

**PUBLIC SESSION REPORT**

# University of Wyoming

## Vision

Use our unique strengths to make Wyoming and the world a better place.

## Mission

As Wyoming's university, we unlock the extraordinary in every person through education, research, innovation, engagement, and service.

## Values

- Access to an affordable, high-quality education.
- Real-world education where students learn by doing.
- A welcoming and supportive learning community fostered by integrity, inclusivity, freedom of expression, and respect.
- The growth, health, and leadership capacity of all members of the university community.
- Wyoming's wild and working lands as an asset to be utilized, understood, stewarded, and treasured.
- Our partnership and engagement with Wyoming communities in the creation and exchange of knowledge and resources.
- Our role as a catalyst for innovation and economic vitality.

*(Accepted January 2023)*

**TRUSTEES OF THE UNIVERSITY OF WYOMING  
BOARD MEETING AGENDA  
Wednesday, December 11, 2024  
Via Video Conference/Old Main Boardroom, Old Main 206  
Laramie, Wyoming**

**OFFICIAL MEETING SCHEDULE/AGENDA**

**Wednesday, December 11, 2024**  
**Via video conference**

**8:00 a.m.**            Call to order

**8:05 a.m.**            Roll call

Disconnect public call and reconnect for Executive Session

**8:10 – 8:50 a.m. Executive Session** *[see executive session agenda]*

Disconnect Executive Session call and reconnect for public session and discussion/action by the Board.

**8:55 – 9:30 a.m. Public Session**

**Agenda Items for Discussion/Approval:**

1. Discussion: UW Board of Trustees DRAFT Meeting Minutes
  - a. November 20-22, 2024, Board of Trustees Meeting Minutes (public and executive session)  
*[Postponed until January 2025]*
2. Reorganization of Office of Alumni Affairs – Seidel.....4/7
3. Consideration and Action: Modifications to UW Regulation 11-8 (Incoming Student Live-In Requirement) – Turpen/Kean/Griswold.....6/17

**Proposed Items for Action**

1. Academic Personnel – Seidel/Turpen
2. Contracts, agreements, procurements over \$2 million or 10 years in length – Evans

**9:30 a.m. Adjourn meeting**

Date of Next Meeting – January 22-24, 2025, Laramie

**AGENDA ITEM TITLE: Reorganization of Office of Alumni Affairs, Seidel/Turpen**

**SESSION TYPE:**

- ☐ Work Session
- ☐ Information Session
- ☐ Other
- ☒ [Committee of the Whole – Items for Approval]

**APPLIES TO STRATEGIC GOALS:**

- ☒ Yes (select below):
  - ☒ Institutional Excellence
  - ☒ Student Success
  - ☒ Service to the State
  - ☒ Financial Growth and Stability
- ☐ No [Regular Business]

☒ *Attachments are provided with the narrative.*

**EXECUTIVE SUMMARY:**

President Seidel and Interim Provost Turpen propose a reorganization of the Office of Alumni Affairs from the Division of Student Affairs to the Office of the President. The University of Wyoming Alumni Association, Inc. (UWAA) is distinct entity and its mission is to “Build pride, loyalty and future sustainment among the UW Community through communication, involvement, engagement, and celebration.” The Office of Alumni Affairs is a unit of the university and is currently housed within the Division of Student Affairs and reports directly to the Vice President. With the university’s enhanced focus on maintaining and enhancing enrollment, the proposed reorganization will enable Student Affairs to concentrate its efforts on the success of current students. A reorganization of Office of Alumni Affairs into the Office of the President will provide enhanced opportunities for UWAA to provide input and contribute to the strategic goals of the university. It will also provide enhanced visibility of UWAA throughout campus and the state and will create new opportunities for engagement with the President and senior leadership, all with the goal of further strengthening alumni’s connection to the institution. The UWAA is supportive of the change and has signed Amendment No. 1 to the Memorandum of Agreement between the University of Wyoming and the University of Wyoming Alumni Association.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

No prior public session discussions regarding the reorganization of the Office of Alumni Affairs.

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

Per UW Regulation 7-2, all contracts, federal contracts, agreements, memorandums of understanding, or procurements that have such a serious political, social, or financial impact on the University or the public that the Board of Trustees must review, as determined by the President of the University.

**ACTION REQUIRED AT THIS BOARD MEETING:**

Approval of the reorganization of the Office of Alumni Affairs from the Division of Student Affairs to the Office of the President and execution of Amendment No. 1 to the Memorandum of Agreement between the University of Wyoming and the University of Wyoming Alumni Association.

**PROPOSED MOTION:**

“I move to authorize administration to execute the reorganization of the Office of Alumni Affairs to the Office of the President effective January 1, 2025. I further authorize administration to execute Amendment No. 1 to the Memorandum of Agreement between the University of Wyoming and the University of Wyoming Alumni Association.”

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.

**AGENDA ITEM TITLE: Modifications to UW Regulation 11-8 (Incoming Student Live-In Requirement), Evans/Turpen/Kean**

**SESSION TYPE:**

- ☐ Work Session
- ☐ Information Session
- ☐ Other
- ☒ [Committee of the Whole – Items for Approval]

**APPLIES TO STRATEGIC GOALS:**

- ☐ Yes (select below):
  - ☐ Institutional Excellence
  - ☐ Student Success
  - ☐ Service to the State
  - ☐ Financial Growth and Stability
- ☒ No [Regular Business]

☒ *Attachments are provided with the narrative.*

**EXECUTIVE SUMMARY:**

UW Regulation 11-8 requires “all incoming new students enrolled in at least 6 credit hours per semester to live in the residence halls their first academic year on campus and to contract for a minimum of a 12-accesses-per-week or equivalent monthly or semester dining plan.” This currently includes first-time freshman online program seekers who will not adjust their living arrangements or nutritional needs due to the flexibility afforded to them through the online delivery of their preferred programs. The proposed language change to UW Regulation 11-8 exempts online program seekers (not in-person program seekers enrolling in some or only online sections) from the housing and dining plan requirements. Additionally, there are a few housekeeping modifications to address the previous movement of Housing and Dining to the Division of Budget and Finance and to correct the title.

Per the routing process for UW Regulations, the proposed modifications to UW Regulation 11-8 were provided to the President’s Cabinet, Deans and Directors, Faculty Senate, Staff Senate, ASUW, and the Internal Auditor. Faculty Senate approved the changes per Resolution 477. Staff Senate’s edits were incorporated.

**PRIOR RELATED BOARD DISCUSSIONS/ACTIONS:**

The Board is regularly presented with proposed modifications to UW Regulations.

**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 or disapproval of the proposed modifications.

**PROPOSED MOTION:**

I move to approve modifications to UW Regulation 11-8 as presented to the Board.

**PRESIDENT’S RECOMMENDATION:**

The President recommends approval.

**AGENDA ITEM TITLE: Reorganization of Office of Alumni Affairs, Seidel/Turpen**

**AMENDMENT NO. 1  
TO THE MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNIVERSITY OF WYOMING  
AND  
THE UNIVERSITY OF WYOMING ALUMNI ASSOCIATION**

The parties to the above referenced agreement dated July 6, 2023, do hereby amend the Agreement as follows, effective January 1, 2025.

- 1) Item 3 of Section B, "Primary Alumni Relations Organization" is amended as follows:

The Office of Alumni Affairs shall be a unit within the University's Office of the President. The Director will report directly to the University President.

- 2) Item 4 of Section B, "Primary Alumni Relations Organization" is amended as follows:

The Director of the Office of Alumni Affairs shall also serve as the Executive Director of the Association (hereinafter referred to as "Director").

- 3) Item 3 of Section D, "Personnel" is amended as follows:

a. Hiring

- i. The University President will initiate the hiring process through the University's Office of Human Resources in agreement with the Association Board President.
- ii. The search will be co-chaired by the University President, or appropriate Cabinet member, and the Association Board President.
- iii. The University President will be scheduled to meet with all on-campus finalists.
- iv. Candidate finalist evaluations will be conducted by co-chairs and managed by the Office of the President and will include direct feedback from the University President.
- v. The ultimate hiring decision rests with the University President, who will offer and negotiate salary, with ongoing input from the Association Board President.

b. Annual Review

- i. The Association Board will participate with the University President on the Director's annual review.
- ii. The University President and the Association Board President will meet annually in the first quarter to complete an evaluation of the Director. This will allow input to be included in the annual evaluation process.



4) Section E "License Plate Program" is amended as follows:

The University agrees that, to the extent practicable, the University license plate program authorized by state law shall be administered through the Office of Alumni Affairs within the Office of the President. The funds will be held by the University and distributions will be managed through the University's processes and controls.

All other provisions of the Agreement remain unchanged and are hereby ratified and affirmed. In the event of any inconsistency between the Agreement and the Amendment, the terms of the Amendment should be construed as final and binding.

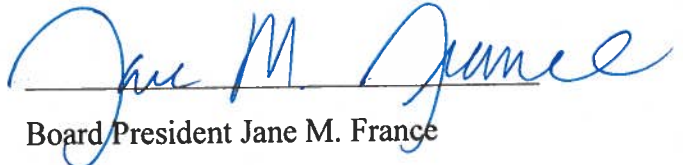
**APPROVED BY**

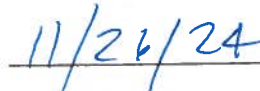
**UNIVERSITY OF WYOMING**

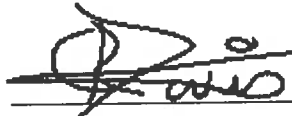
\_\_\_\_\_  
President Ed Seidel

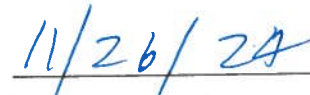
\_\_\_\_\_  
Date

**UNIVERSITY OF WYOMING ALUMNI  
ASSOCIATION, INC.**

  
Board President Jane M. France

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board Secretary C. Reginald Davis

  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNIVERSITY OF WYOMING  
AND  
THE UNIVERSITY OF WYOMING ALUMNI ASSOCIATION**

THIS AGREEMENT made this 6th day of July, 2023, between THE UNIVERSITY OF WYOMING, a constitutionally established entity of the State of Wyoming, hereinafter referred to as the “University,” and THE UNIVERSITY OF WYOMING ALUMNI ASSOCIATION, INC., a non-profit corporation duly established under the laws of the State of Wyoming, hereinafter referred to as the “Association.”

WHEREAS the University is committed to pursue consistent and coordinated efforts to sustain positive relationships with its alumni; and

WHEREAS the University supports the Association in its efforts to promote positive alumni relations, including its traditional sponsorship and leadership in conducting certain University events, providing service to and recognition of alumni, as well as providing scholarships to students enrolled in the University of Wyoming; and

WHEREAS the Association is committed to supporting the University through its programs which promote alumni maintaining relationships with the University as the University pursues its institutional goals and objectives; and

WHEREAS the University and the Association desire to enhance their relationship by clarifying their partnership.

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

**A. Term and Renewal**

1. This Agreement shall continue in force and effect for a period commencing with the date hereof, as first above written, and ending on June 30, 2028 (“Initial Term”), provided, however, that:
  - a. Either party may give notice of termination on or before January 15 of each year, in which case this agreement shall terminate on June 30 of that year; and
  - b. This Agreement may be amended or terminated by mutual agreement of the parties hereto.
2. At the end of the Initial Term, and upon mutual agreement by the Parties, this MOA may be renewed by the Parties for a subsequent term of five (5) years.

**B. Primary Alumni Relations Organization**

1. The University hereby formally recognizes the Association and designates it as the principal and primary alumni relations organization for the University.
2. This Agreement shall not be construed to effectuate a merger of the University and the Association. At all times, the University and the Association will be operated as separate and distinct entities, each with ultimate control and autonomy of their operations. The Association will operate under Association bylaws and continue to maintain an independent Board of Directors elected by Association members.
3. The Office of Alumni Affairs shall be a unit within the University's Division of Student Affairs.
4. The Director of the Office of Alumni Affairs shall also serve as the Executive Director of the Association (hereinafter referred to as "Director"), and along with the Vice President for Student Affairs, shall be the primary point of contact with the University's Office of the President.
5. Association leadership will meet annually with University leadership. The Director will arrange for and facilitate this meeting.
6. The Association acknowledges that the University of Wyoming Foundation is the primary fund-raising entity for the University.
7. The Association shall follow all applicable University regulations, policies, and procedures, including but not limited to:
  - a. The University's contracting and procurement policies and procedures.
  - b. The University's scholarship and financial aid processes and procedures. Association scholarships, when appropriate, may be used to support the Children of Alumni tuition program provided by the University.
  - c. The University's annual budgeting process pursuant to UW Regulation 7-1 (University's Operating Budget).

**C. University Support**

1. The Association has the right and ability to use University trademarks in accordance with University policies.
2. The University's Office of Financial Affairs will provide support for verifying the Association's external account balances and other financial information needed for its annual audit.

- a. The Association is not required to annually produce audited financial statements to the University but may choose, at any time, to do a full external audit.
  - b. The Association will work with the University's Internal Audit Department to outline the process and control audit requirements.
3. The University will provide office space for the Office of Alumni Affairs according to its space allocation regulations and policies. The University will work with the UW Foundation to secure office space in the University of Wyoming Marian H. Rochelle Gateway Center ("Gateway Center") for the Association. Should space not be available in the Gateway Center, the University will provide comparable space to the Association according to its space allocation regulations and policies.

**D. Personnel**

1. All full-time and part-time Association staff will be the University's employees and will be subject to the University's human resources policies and procedures, including salary and classification, hiring and termination of employees, and requests for additional positions.
2. The University will provide funding to cover full salary and benefits for six (6) positions laid out annually during the University's budget approval process in accordance with University Regulation 7-1. The amount includes the three (3) highest paid positions and will be adjusted based on approval of institutional pay increases and fringe rate adjustments.

**3. Hiring, Annual Review, Salary, and Termination of Director**

**a. Hiring**

- i. The Vice President for Student Affairs will initiate the hiring process through the University's Office of Human Resources in agreement with the Association Board President.
- ii. The search will be co-chaired by the Vice President for Student Affairs and the Association Board President.
- iii. The University President will be scheduled to meet with all on-campus finalists.
- iv. Candidate finalist evaluations will be conducted by co-chairs and managed by the Vice President for Student Affairs office and will include direct feedback from the University President.
- v. The ultimate hiring decision rests with the Vice President for Student Affairs as the managing director of the Director. The Vice President for

Student Affairs will negotiate the offer and salary, with ongoing input from the Association Board President.

**b. Annual Review**

- i. The Association Board will participate with the Vice President for Student Affairs on the Director's annual review.
- ii. The Vice President for Student Affairs and the Association Board President will meet annually in the first quarter of the year to complete an evaluation of the Director. This will allow for Board input to be included in the annual evaluation process.

**c. Salary**

- i. Association Board leadership will be consulted when making salary or classification adjustments to the Director's salary.
- ii. Any salary adjustments or raises shall follow University policies and procedures.

**d. Termination**

- i. The Director may be terminated by the University after consultation with the Association Board President.

**E. License Plate Program**

The University agrees that, to the extent practicable, the University license plate program authorized by law shall be administered through the Office of Alumni Affairs within the Division of Student Affairs. The funds will be held by the University and distributions will be managed through the University's processes and controls.

**F. General Provisions**

1. **Amendments.** Either party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this MOA.
2. **Applicable Laws/Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all

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

3. **Assignment.** Neither party may assign this MOA without prior written consent of the other party. This MOA shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
4. **Availability of Funds.** Any payment by the University as applicable under this MOA is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the MOA may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate this MOA to acquire similar services from another party.
5. **Entirety of MOA.** This MOA represents the entire and integrated MOA between the parties and supersedes all prior negotiations, representations and MOAs, whether written or oral.
6. **Governmental Claims.** Any actions or claims against the University under this MOA must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
7. **Indemnification.** Association agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed by the Association under this MOA or related to this MOA.
8. **Insurance.** The University shall continue to include the Association as a named insured in its general liability and property damage insurance coverage. The Association shall carry Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the MOA. Coverage shall be continuous for the

duration of the MOA and for not less than 24 months following the end of the MOA. The Certificate for this Directors and Officers Insurance must be on file with University Risk Management.

- 9. Interpretation.** The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- 10. Notices.** All notices and other correspondence related to this MOA shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

**To University:**

Director, Office of Alumni Affairs  
Dept. 3066  
1000 E. University Ave  
Laramie, WY 82071

**To Association:**

Alumni Association Board President  
Marian H. Rochelle Gateway Center  
222 S. 22<sup>nd</sup> St.  
Laramie, WY 82070

- 11. Prior Approval.** This MOA shall not be binding upon either party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless this MOA is approved as to form by the Office of General Counsel.
- 12. Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect.
- 13. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this MOA, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- 14. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The parties to this MOA intend and expressly agree that only parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any

remedy arising out of a party's performance or failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.

**15. Legal Authority.** Each party to this MOA warrants that it possesses the legal authority to enter into this MOA and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOA and to bind it to its terms. The person(s) executing this MOA on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOA.

**G. Signatures.** In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

**UNIVERSITY OF WYOMING**



\_\_\_\_\_  
President

7/6/23

\_\_\_\_\_  
Date

**UNIVERSITY OF WYOMING  
ALUMNI ASSOCIATION, INC.,**



\_\_\_\_\_  
Board President

6/22/23

\_\_\_\_\_  
Date



\_\_\_\_\_  
Board Secretary

6/24/23

\_\_\_\_\_  
Date



**AGENDA ITEM TITLE: Modifications to UW Regulation 11-8 (Incoming Student Live-In Requirement), Evans/Turpen/Kean**

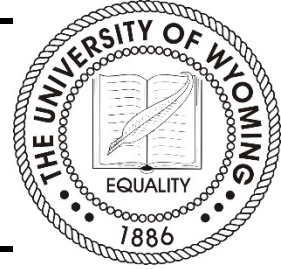
---

## UNIVERSITY OF WYOMING REGULATIONS

**Subject:** Incoming Student Live-In Requirement

**Number:** UW Regulation 11-8

---



### I. PURPOSE/POLICY

The University of Wyoming Board of Trustees requires all incoming new students admitted into in-person programs on the Laramie ~~and~~ Campus and enrolled in at least 6 credit hours per semester to live in the residence halls their first academic year on campus and to contract for a ~~minimum of a 12 accesses per week or equivalent monthly or semester~~residential dining hall plan.

Possible reasons for exemption include:

- A. Student is 21 years of age or older;
- B. Student's graduation date from high school (or date student obtained General Education Development (GED) credentials or other approved alternative education credentials) is at least 24 months prior to the first day of classes of the student's first academic year at the University of Wyoming;
- C. Student is married;
- D. Student is a single parent with custody of child;
- E. Student lives in Laramie (or within a 60 mile driving distance from Laramie) with parent(s), grandparent(s), sibling(s), or legal guardian(s);
- F. Student will live on property purchased by parent(s) or legal guardian(s) while attending UW;
- ~~F.G.~~ Student is admitted into and currently pursuing an online degree program;
- G.H. Student has completed two semesters as a full-time student, or the equivalent credit hours, at a prior university or college (24 credit hours; credit earned as a high school guest or while in high school as dual or concurrent enrollment does not qualify); and
- H.I. Student has a disability pursuant to the Americans with Disabilities Act and is approved through the University Disability Support Services Office and Residence

~~Life~~Housing and Dining Services for a reasonable accommodation to the housing and/or dining plan policy.

## II. APPEALS

Appeals may be made to the Housing and Contract Release Committee.

---

**Responsible Division/Unit:** Division of ~~Student Affairs~~Budget and Finance

**Source:** None

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

**Associated Regulations, Policies, and Forms:** None

**History:** New Student Live-In Policy; adopted 3/23/1996 Board of Trustees meeting  
UW Regulation 1-102(O), Attachment E; adopted 9/12/2014 Board of Trustees meeting

Revisions adopted 11/16/2018 Board of Trustees meeting  
Moved to new UW Regulation 11-8 on 6/12/2019 Board of Trustees meeting (effective  
7/1/2019)  
Revisions adopted 5/14/2020 Board of Trustees meeting