

THE UNIVERSITY OF WYOMING
BOARD OF TRUSTEES' REPORT

April 13, 2006

The Final Report can be found on the University of Wyoming Board of Trustees website at www.uwyo.edu/trustees/meetings

University of Wyoming Mission Statement (April 2002)

The University of Wyoming aspires to be one of the nation's finest public land-grant research universities, dedicated to serving as a statewide resource for accessible and affordable higher education of the highest quality, rigorous scholarship, technology transfer, economic and community development, and responsible stewardship of our cultural, historical, and natural resources.

In the exercise of our primary mission to teach and educate students, we seek to provide academic and co-curricular opportunities that will:

- Expose students to the frontiers of scholarship and creative activity, and the complexities of an interdependent world;
- Ensure individual interactions among students, faculty, and staff;
- Nurture an environment that values and manifests diversity, free expression, academic freedom, personal integrity, and mutual respect; and
- Promote opportunities for personal growth, physical health, athletic competition, and leadership development for all members of the University community.

As Wyoming's only university, we are committed to outreach and service that extend our human talent and technological capacity to serve the people in our communities, our state, the nation, and the world.

The primary vehicles for identifying the specific actions and resource allocations needed to achieve this complex mission are the University's *Academic Plan*, *Support Services Plan*, and *Capital Facilities Plan*, each revised periodically.

TRUSTEES OF THE UNIVERSITY OF WYOMING AGENDA

Thursday, April 13, 2006

**Meeting will be held in Casper, Wyoming at the
Outreach Building, room 114
951 North Poplar Street
Casper, Wyoming 82601**

Wednesday, April 12, 2006

**6:00 p.m. – Reception and Dinner for the University of Wyoming Board of Trustees,
Casper College Board of Trustees, and UW and CC Administrators
At the Casper Petroleum Club**

Thursday, April 13, 2006

7:00-9:00 a.m. – Executive Session

(Outreach Building, room 114)

9:00-9:15 a.m. – Phase II of Department of Energy C Sequestration Project, Gern1

9:15-10:00 a.m. – WICHE Presentation, Buchanan2

10:00-11:00 a.m. – Cooperative Extension Service Presentation, Allen3

**11:00-11:15 a.m. – 2005-2006 Biennium Section I Operating Budget Increase; 2006 Session
Laws, Effective Immediately Appropriation, Harris4**

11:30 a.m.-

**2:30 p.m. – Tour Outreach Facility, UW/CC, CHCCW, and Cooperative Extension
Services, Murdock
Lunch for the Board at the Three Crowns Golf Club**

**2:45-3:00 p.m. – WWAMI and Psychiatric Nurse Practitioner Form Contracts, Miller6
(Outreach Building, room 114)**

3:00-3:45 p.m. – Approval of Construction Contracts, Harris.....25

3:45-4:00 p.m. – Faculty Endowment Funds- Investment of Corpus, Miller26

4:00-4:45 p.m. – Business Meeting28

Roll Call

Approval of Board of Trustees Meeting Minutes

March 23-25, 2006

March 30, 2006

Approval of Executive Session Meeting Minutes

March 23-25, 2006

March 30, 2006

Reports
ASUW
Staff Senate
Faculty Senate

Public Testimony

Committee of the Whole

Regular Business

1. Audit and Fiscal Integrity Committee Report, Lowe.....28

Consent Agenda

1. Approval of Contracts and Grants, Gern29

2. Approval of Differential Tuition for the Business for Engineers

Certificate Program, Murdock32

New Business

Date of next meeting – May 3-5, 2006; Laramie, Wyoming

Adjournment

Information Only Items (see tab):

1. Quarterly Report for Investments as of March 31, 2006, Lowe34
2. Internal Audit Report for the Period January 1-March 31, 2006, Lowe.....35
3. Progress Report/Change Orders, Harris.....36
4. State Matching Funds for Athletics, Buchanan41
5. State Matching Funds for Endowments, Buchanan.....43
-
-

AGENDA ITEM TITLE: Phase II of Department of Energy C Sequestration Project, Gern

CHECK THE APPROPRIATE BOX(ES):

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

Vice President for Research and Economic Development Bill Gern will give a presentation to the Board of Trustees. Materials will be distributed at the meeting.

AGENDA ITEM TITLE: WICHE Presentation, Buchanan

CHECK THE APPROPRIATE BOX(ES):

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

President Buchanan will give a presentation to the Board of Trustees. Materials will be distributed at the meeting.

AGENDA ITEM TITLE: Cooperative Extension Service Presentation, Allen

CHECK THE APPROPRIATE BOX(ES):

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

Dean of the College of Agriculture Frank Galey will give a presentation to the Board of Trustees.

AGENDA ITEM TITLE: 2005-2006 Biennium Section I Operating Budget Increase; 2006 Section Laws, Effective Immediately Appropriation, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

The President is requesting a FY 2006 budget authority increase of \$780,000 in State General Funds due to the effective immediately appropriation in the 2007-2008 Biennium Budget request for the Casper Residency program. (See 2006 Session Laws, Chapter 35, Section 2.067, Footnote #2.) This appropriation was requested to replenish the UW Income Fund increase that was approved on October 1, 2005 to pay CHCCW for clinical activities of the medical education program to cover costs of uncompensated care.

The President is also requesting that the previously approved UW Income Fund increase remain in the FY 2006 budget to cover the costs for employer-paid benefits (EPBs). Expenditure projections through June 30, 2006 indicate that there is insufficient budget authority in EPB accounts for FY 2006.

Prior Related Board Discussions/Actions:

The Board received several legislative updates regarding the 2007-2008 Biennium Budget request, which includes the effective immediately request for \$780,000.

The Board approved the UW Income Fund increase of \$780,000 to pay CHCCW contract costs on October 1, 2005. The Board had several meetings during which the CHCCW contract was discussed. The contract was signed by duly-authorized representatives at the end of June, 2005.

WHY THIS ITEM IS BEFORE THE BOARD:

The Board's approval of the operating budget increase is required by UNIREG 239, Trustee Regulations, and University budget procedures.

ARGUMENTS IN SUPPORT:

- On March 10, 2006 the Governor signed Chapter 35, which appropriated the effective immediate appropriation.
- UW will be unable to pay employer-paid benefits obligations, if the previously-approved UW Income Fund increase is removed from the budget authority.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

This is an action item that requires approval by the Board.

PRESIDENT'S RECOMMENDATION:

It is recommended that the Board of Trustees of the University of Wyoming authorize an increase of \$780,000 in the Section I operating budget for the effective immediately state general fund appropriation and to continue the previously-approved UW Income Fund increase for the same amount.

AGENDA ITEM TITLE:

WWAMI and Psychiatric Nurse Practitioner Form Contracts, Miller

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: Consent Agenda

BACKGROUND AND POLICY CONTEXT OF ISSUE:

W.S. 21-17-109 authorizes the WWAMI medical education contract program and provides that the Board of Trustees will contract with the students pursuing medical education. Amendments to the contract must be approved by the Board. Amendments are being proposed to provide a means for encouraging WWAMI physicians to pursue post-residency education, but within limits.

2006 Wyoming Session Laws, Chapter 19 created a program under which nurses who pursue the graduate degree currently offered by UW to qualify them as advanced nurse practitioners in psychiatry will receive financial aid, which can be repaid either through practice in Wyoming or in cash. The administration of the program is patterned after that for WWAMI students.

The Board is requested to approve Addendum No. 1 to existing WWAMI contracts which provides that WWAMI graduate physicians are not required to begin repayment in cash of their debt after completion of their residency, if they pursue an ACGME approved post-residency education within one year after completion of their residency. Any ACGME post-residency program of two years or less qualifies. If the post-residency program is longer than two years, a review committee must approve it. Without this amendment, the current contract provides a disincentive for physicians to pursue post-residency education since they must begin repayment of their debt one year after completion of their residency. The terms of this amendment were recommended by the Dean of the College of Health Sciences and the Directors of the Family Practice Residencies.

This Addendum No. 1 also specifies that once a physician begins repaying the University over the 8 year repayment, the physician may within 4 years elect to return to practice in Wyoming and repay the debt through service. This would result in a refund of prior payments.

The Board is requested to approve a new contract for entering WWAMI classes of 2006 and later which includes the language contained in Addendum No. 1.

The Board is requested to approve the contract for students who elect to participate in the new financial aid program for advanced nurse practitioners in psychiatry.

Prior Related Board Discussions/Actions:

The Board has previously approved the form of the WWAMI contract.

WHY THIS ITEM IS BEFORE THE BOARD:

The statutes require Board approval for these contracts.

ARGUMENTS IN SUPPORT:

The current WWAMI contract discourages physicians from pursuing post-residency training in specialties that are needed in Wyoming. The statutes for the new advanced nurse practitioner in psychiatry financial aid program require Board approval of the agreement with the students.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

Board approval.

PRESIDENT'S RECOMMENDATION:

Approve the agreements as submitted.

Wyoming Medical Contract

No. _____

Addendum No. 1

This is Addendum No. 1 to the medical contract, dated _____, hereinafter original contract, made by and between the University of Wyoming, hereinafter University, and «First» «Middle» «Last», SSN «SSN», hereinafter Student.

WHEREAS, University is authorized by Wyoming statutes to administer a contract support program for medical students; and

WHEREAS, certain terms are specified by statute and others are left to the discretion of the University Board of Trustees; and

WHEREAS, the University desires that the terms of agreement achieve the public policy objectives of encouraging students who graduate from medical school under the contract support program to pursue residency and post-residency training as the student desires and then return to Wyoming to engage in professional practice and professional pursuits as defined herein.

NOW THEREFORE University and Student agree to amend the original contract as follows:

1. Paragraph 5 is amended by the addition of the following:

“As used in this paragraph, ‘residency program’ means the first ACGME approved residency program following graduation from medical and a second ACGME residency or fellowship program following graduation, where the second program is two years or less in length. A second program greater than two years in length may be approved by a review committee where the committee finds that the residency or fellowship program would provide the physician additional training in a specialty for which Wyoming is underserved. The review committee shall consist of the Dean of the College of Health Sciences, the Director of the Wyoming Department of Health, the Directors of the University’s family practice residency programs and two physicians designated by the Wyoming Medical Society. A Student shall be deemed to be continuously enrolled in a residency program as defined in this paragraph if the student begins a second residency or fellowship program within one year following completion of first residency program.

If a Student begins making monthly repayment under this paragraph, and prior to the expiration of forty-eight (48) calendar months beginning with the calendar month in which the first repayment was received by the University, the Student enters active full-time professional practice, or other full-time professional pursuits deemed by the Board to be equivalent of practice, within the State of Wyoming, the following shall occur:

- a. The obligation to make installment payments shall be suspended, however, the interest shall continue to accrue.
 - b. As used in subparagraph c. of this paragraph, 'total debt' means the sum of payments the Student paid to the University under this paragraph 5 prior to entering active full-time professional practice, or other full-time professional pursuits deemed by the Board to be equivalent of practice, within the State of Wyoming, plus the remaining accrued and unpaid debt under the schedule of support payments.
 - c. Upon the completion of the first year of full-time professional practice or other full-time professional pursuits in Wyoming, an amount equal one-third of the total debt at that point shall be cancelled. The cancellation shall apply first to interest accrued, then to principal of unpaid debt, and if all accrued interest and principal has been canceled, then prior payments under this paragraph shall be refunded to the Student as necessary to cancel one-third of the total debt. Upon completion of the second year of full-time professional practice or other full-time professional pursuits in Wyoming, one-half of the remaining total debt at that point shall be cancelled. The cancellation shall apply first to interest accrued, then to principal of unpaid debt and if all accrued interest and principal has been canceled, then prior payments under this paragraph shall be refunded to the Student as necessary to cancel one-half of the remaining total debt. Upon the completion of three years of full-time professional practice or of full-time professional pursuits in Wyoming, the total debt shall be canceled, including refunding all prior payments by the Student to the University under this paragraph."
2. No other modifications are made to the original agreement.
 3. This agreement is entered into and effective on the _____ day of _____, 2006.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date stated below.

Student

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public

Recommended by the College of Health Sciences:

Date: _____

Wyoming Medical Contract Officer

Date: _____

Dean, College of Health Sciences

For the University:

Date: _____

Vice-President for Administration

Wyoming Medical Contract

No. _____

This contract is made by and between the University of Wyoming, hereinafter University, and «First» «Middle» «Last», SSN «SSN», hereinafter Student.

WHEREAS, University is authorized by Wyoming statutes to administer a contract support program for medical students; and

WHEREAS, certain terms are specified by statute and others are left to the discretion of the University Board of Trustees; and

WHEREAS, Student desires to attend medical school under the terms specified by the contract and in accordance with Wyoming statutes and any guidelines, which may be established by the Board of Trustees of the University of Wyoming.

NOW THEREFORE in exchange for the mutual promises and covenants contained herein University and Student agree as follows:

1. Definitions:
 - a. Professional Practice: Practicing medicine as defined under Wyoming statutes.
 - b. Professional Pursuits: Employment requiring a medical degree and determined by the University of Wyoming, in its sole discretion, to be a professional pursuit.
 - c. Tuition costs: All funds paid by the University of Wyoming through the Medical Contract Program on behalf of Wyoming students participating in a medical education program.
2. University will contract with selected medical school(s) for the provision of medical education to students who meet Wyoming statutory guidelines and University and medical school admission guidelines.
3. University will advance support payments for the Student to the selected medical school from funds drawn from appropriations of the Wyoming State Legislature and subsequent appropriations as may be approved for the support of contracts for the medical education of Wyoming residents.
4. Student shall pay, as set forth herein, all tuition costs as may from time to time be paid for Student's medical education, plus interest as specified by Wyoming statutes, together with all attorney's fees and other costs necessary for the collection of any amount not paid when due.

5. Repayment by Student shall be made over a period commencing one year after the date on which the Student ceases to be enrolled in a fully accredited medical school or residency program whichever is the later as determined by the University. Repayment shall be made in monthly installments for a period of time not to exceed ninety-six (96) months. Monthly payments shall be calculated on the basis of the total accumulated balance on the schedule of support payments, along with interest thereon as specified by Wyoming statutes, and each payment shall be as nearly equal as possible to one ninety-sixth of the total to be repaid.

As used in this paragraph, "residency program" means the first ACGME approved residency program following graduation from medical and a second ACGME residency or fellowship program following graduation, where the second program is two years or less in length. A second program greater than two years in length may be approved by a review committee where the committee finds that the residency or fellowship program would provide the physician additional training in a specialty for which Wyoming is underserved. The review committee shall consist of the Dean of the College of Health Sciences, the Director of the Wyoming Department of Health, the Directors of the University's family practice residency programs and two physicians designated by the Wyoming Medical Society. A Student shall be deemed to be continuously enrolled in a residency program as defined in this paragraph if the student begins a second residency or fellowship program within one year following completion of first residency program.

If a Student begins making monthly repayment under this paragraph, and prior to the expiration of forty-eight (48) calendar months beginning with the calendar month in which the first repayment was received by the University, the Student enters active full-time professional practice, or other full-time professional pursuits deemed by the Board to be equivalent of practice, within the State of Wyoming, the following shall occur:

- a. The obligation to make installment payments shall be suspended, however, the interest shall continue to accrue.
- b. As used in subparagraph c. of this paragraph, "total debt" means the sum of payments the Student paid to the University under this paragraph 5 prior to entering active full-time professional practice, or other full-time professional pursuits deemed by the Board to be equivalent of practice, within the State of Wyoming, plus the remaining accrued and unpaid debt under the schedule of support payments.
- c. Upon the completion of the first year of full-time professional practice or other full-time professional pursuits in Wyoming, an amount equal one-third of the total debt at that point shall be canceled. The cancellation shall apply first to interest accrued, then to principal of unpaid debt, and if all accrued interest and principal has been canceled, then prior payments under this paragraph shall be refunded to the Student as necessary to cancel one-third of the total debt. Upon completion of the second year of full-time professional

practice or other full-time professional pursuits in Wyoming, one-half of the remaining total debt at that point shall be canceled. The cancellation shall apply first to interest accrued, then to principal of unpaid debt and if all accrued interest and principal has been canceled, then prior payments under this paragraph shall be refunded to the Student as necessary to cancel one-half of the remaining total debt. Upon the completion of three years of full-time professional practice or of full-time professional pursuits in Wyoming, the total debt shall be canceled, including refunding all prior payments by the Student to the University under this paragraph.

6. Interest shall begin accruing after the Student's residency but in no event later than eight (8) years after the Student enters into this agreement. Interest shall accrue at an annual rate equal to that charged for federal Stafford loans at the time interest begins to accrue, which rate shall be adjusted annually to match the federal Stafford loan rate. In no event shall the interest rate be greater than eight percent (8%). However, interest shall begin to accrue if the board finds that the Student has withdrawn from medical school or a residency program or is otherwise not making satisfactory progress toward completion of the degree program. Further, in the event of a failure to meet a scheduled repayment of any of the installments due, the entire unpaid amount paid on behalf of the Student shall, at the option of the University, BECOME IMMEDIATELY DUE AND PAYABLE without any presentment, demand, or prior notice.
7. Upon recommendation of the President of the University, the Board of Trustees may relieve a student of the obligation to repay amounts expended under this contract, in whole or in part, where repayment would cause undue hardship. The President or his/her designee shall review applications for hardship and make recommendations to the Board based upon criteria set forth by the President.
8. The Student may at his/her option prepay any amounts in excess of scheduled payments, and at student request, the University may approve a graduated scale of installment payments.
9. The University shall pay directly to the medical school such sum of money as required by contracts between said school and the University for the educational costs of Wyoming residents who are accepted by the medical school in accordance with such contracts. The Student shall not pay any required tuition or registration fees to the medical school, and in lieu thereof, shall pay to the University a sum of money stipulated by the University. The difference between the tuition costs paid by the University on the behalf of the Student and the stipulated sum of money paid by the Student directly to the University for the 2nd, 3rd, and 4th years shall constitute the amounts in the Schedule of Support Payments that the Student promises to pay, with interest, to the University in accordance with this Agreement.

EXCEPT, Student shall be obligated to pay directly to School any fee required by School to hold a place or position for Student at the time of approval for admission. Upon

matriculation, any such fee paid by Student to the School will be refunded by the School directly to Student. Student understands that it is his/her sole responsibility to apply to School for refund of any such fee.

10. If the Student enters active full-time professional practice, or other full-time professional pursuits deemed by the Board to be equivalent of practice, within the State of Wyoming, the Student's obligation to pay to the University the scheduled support payments shall be suspended as set forth below:

a. Upon the completion of the first year of full-time professional practice or other full-time professional pursuits in Wyoming, one-third of the total accrued at that point shall be canceled. The cancellation shall apply first to interest accrued and then to principal. Upon completion of the second year of full-time professional practice or other full-time professional pursuits in Wyoming, one-half of the total accrued at that point shall be canceled. The cancellation shall apply first to interest accrued and then to principal.

b. Upon the completion of three years of full-time professional practice or of full-time professional pursuits in Wyoming, all amounts owed to the University under the schedule of support payments, plus interest, shall be canceled.

c. Part-time professional practice or part-time professional pursuits may be considered by the Board for cancellation purposes upon petition by the student.

Residency in a family medicine residency program in the state shall be credited toward the practice requirement at the rate of one-third (1/3) year of practice for each year of service in a family medicine residency program in the state.

During any period of full-time professional practice or other full-time professional pursuits within the State of Wyoming, the obligation to make installment payments shall be suspended, however, the interest shall continue to accrue.

The University makes no guarantee or other representation as to availability of professional practice or the professional pursuit positions in future years in Wyoming and the Student shall be responsible for seeking such opportunities.

11. The University shall maintain records of contracts, payments made to medical schools, and payments received from the Student, and on the basis thereof shall make entries in the foregoing Schedule of Support Payments. The Schedule of Support Payments, attached to this contract as Exhibit A, is made part of this contract and incorporated herein. Both parties specifically understand that the Schedule of Support Payments will vary from year to year depending upon the payments made and received and the interest rate.

12. In the event that support terminates before Student completes his/her medical education, Student fails to complete medical school, or any other event occurs which may impair or preclude Student's ability to enter the professional practice of medicine or other professional pursuits, the Student shall remain obligated to the University for payment of the amount set forth in the Schedule of Support Payments attached plus interest.
13. In lieu of the current payment of any tuition or registration fees normally paid to the medical school, Student shall pay to the University the sum of \$10,500.00 for the first contract year and for each additional year. The payments shall be due and payable in three equal installments on or before September 30, January 30, and March 30 of each year Student is enrolled in medical school and receiving support pursuant to this Agreement. Checks or money orders should be made payable to the University of Wyoming. Please mail or deliver checks to:

Supervisor
Student Financial Operations
University of Wyoming
Dept. 3923, 1000 E University
Laramie WY 82071

Campus address:
Knight Hall, room 172
Telephone: (307)766-3214
FAX: (307)766-3633

Failure of Student to make such payments to the University shall render the Student ineligible for further support from the University beyond that amount previously paid on behalf of the Student. Within the discretion of the Professional Schools Contract and Placement Officer, a student who has defaulted in his/her payments to the University may be reinstated to good standing and be eligible for further support if amounts in default are paid within sixty days of the due date. Repayments in accordance with paragraph nine of this Agreement will become due and payable as provided therein; however, the University may immediately pursue all lawful means of collecting amounts owed for support payments.

14. Student understands and agrees that support payments on his/her behalf shall be made and continued only so long as appropriations for such purposes are provided by the Legislature of the State of Wyoming.
15. Student agrees that he/she shall not enter into any other agreement or indenture with any other agency, person or entity for financial assistance while attending medical school; which agreement shall obligate Student for personal services that would hinder or prevent entry into professional medical practice within the State of Wyoming.
16. Student states and acknowledges that he/she is an adult of sound mind, signs this agreement of his/her own free will under no duress, and at the time of signing is not under the influence of drugs or alcohol.
17. This Agreement shall be administered by the University of Wyoming pursuant to the contract and guidelines developed by the University. Administration shall be through:

Business Manager
Student Financial Operations
University of Wyoming
Dept. 3923, 1000 East University
Laramie WY 82071

18. All notices required to be sent to Student shall be sent to the address below, and Student agrees to keep the University **informed of any change of address**, and agrees that notices sent to such address shall be considered to have been delivered to Student:

Address:

19. Student states and acknowledges that he/she has had full opportunity to review this agreement and discuss this agreement with any person Student desires to have review the agreement, including legal counsel.
20. This Agreement shall be interpreted in accordance with and pursuant to the laws of the State of Wyoming.
21. The failure to enforce any term does not constitute waiver of that term for the future nor does it constitute a modification of this agreement. This agreement may only be modified in writing signed by both parties.
22. Neither the State nor the University waives its sovereign or governmental immunity by entering into this Agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
23. In the event Student breaches any terms of the contract, the University will immediately cease further payments on behalf of the Student and accelerate payment on the entire unpaid amount due without any presentment, demand, or prior notice.
24. The Student admitted to a medical education program under the Wyoming Medical Contract Program is expected to take no longer than four years to complete the program. Students who take longer than four years will be responsible for their own out-of-state tuition costs as established by the medical school and/or its University and all the medical school expenses for any additional time to complete the program.
25. Student shall be subject to all rules and regulations of both the medical school and/or its University and the University of Wyoming.

26. This agreement is entered into and effective on the _____ day of _____, 2006.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date stated below.

Student

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public

Recommended by the College of Health Sciences:

Date: _____

Wyoming Medical Contract Officer

Date: _____

Dean, College of Health Sciences

For the University:

Date: _____

Vice-President for Administration

Schedule of Support Payments

<u>Amount</u>	<u>Funds Received</u>	<u>Date</u>	<u>Total to Date</u>	<u>Entry Authenticated By</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Wyoming Psychiatric Nurse Practitioner Contract

No. _____

This contract is made by and between the University of Wyoming, hereinafter University, and «First» «Middle» «Last», SSN «SSN», hereinafter Student.

WHEREAS, University is authorized by Wyoming statutes to administer a contract support program for students pursuing a degree as an advanced practice registered nurse in psychiatry; and

WHEREAS, certain terms are specified by statute and others are left to the discretion of the University Board of Trustees; and

WHEREAS, Student desires to attend the University of Wyoming's education program for a degree as an advanced practice registered nurse in psychiatry under the terms specified by the contract and in accordance with Wyoming statutes and any guidelines, which may be established by the Board of Trustees of the University of Wyoming.

NOW THEREFORE in exchange for the mutual promises and covenants contained herein University and Student agree as follows:

1. Definitions:

- a. Professional Practice: Practicing as an advanced practice registered nurse in psychiatry as defined under Wyoming statutes.
 - b. Professional Pursuits: Employment requiring a graduate degree to be qualified as an advanced practice registered nurse in psychiatry and determined by the University of Wyoming, in its sole discretion, to be a professional pursuit.
2. University will provide a program of education for a graduate degree as an advanced practice registered nurse in psychiatry to students who meet Wyoming statutory guidelines and University admission guidelines for the program.
3. University will provide financial aid to the Student through the University's financial aid office from funds drawn from appropriations of the Wyoming State Legislature as follows:
- a. Ten thousand dollars (\$10,000.00) for each academic semester of full-time enrollment in the program. Full-time enrollment means enrollment in and completion of nine (9) academic credit hours during an academic semester. Financial aid for part-time enrollment of fewer than nine (9) academic credit hours shall be granted on a proportional basis;

- b. Two thousand five hundred dollars (\$2,500.00) for each summer session of enrollment in the program.
4. Student shall repay, as set forth herein, all financial aid under this agreement for the Student's education in the program, plus interest as specified by Wyoming statutes, together with all attorney's fees and other costs necessary for the collection of any amount not paid when due.
5. Repayment by Student shall be made over a period commencing one year after the date on which the Student ceases to be enrolled in the program. Repayment shall be made in monthly installments for a period of time not to exceed forty-eight (48) months. Monthly payments shall be calculated on the basis of the total accumulated balance on the schedule of financial aid payments, along with interest thereon as specified by Wyoming statutes, and each payment shall be as nearly equal as possible to one forty-eighth of the total to be repaid.
6. Interest shall begin accruing after the Student's completion of the program but in no event later than four (4) years after the Student enters into this agreement. Interest shall accrue at an annual rate equal to that charged for federal Stafford loans at the time interest begins to accrue, which rate shall be adjusted annually to match the federal Stafford loan rate. In no event shall the interest rate be greater than eight percent (8%). However, interest shall begin to accrue if the board finds that the Student has withdrawn from the program or is otherwise not making satisfactory progress toward completion of the program. Further, in the event of a failure to meet a scheduled repayment of any of the installments due, the entire unpaid amount paid on behalf of the Student shall, at the option of the University, BECOME IMMEDIATELY DUE AND PAYABLE without any presentment, demand, or prior notice.
7. Upon recommendation of the President of the University, the Board of Trustees may relieve a student of the obligation to repay amounts expended under this contract, in whole or in part, where repayment would cause undue hardship. The President or his/her designee shall review applications for hardship and make recommendations to the Board based upon criteria set forth by the President.
8. The Student may at his/her option prepay any amounts in excess of scheduled payments, and at student request, the University may approve a graduated scale of installment payments.
9. If the Student enters active full-time professional practice, or other full-time professional pursuits deemed by the Board to be equivalent of practice, within the State of Wyoming, the Student's obligation to pay to the University the scheduled support payments shall be suspended as set forth below:
 - a. Upon the completion of the first year of full-time professional practice or other full-time professional pursuits in Wyoming, one-half of the total accrued at that point

shall be canceled. The cancellation shall apply first to interest accrued and then to principal.

b. Upon the completion of the second year of full-time professional practice or of full-time professional pursuits in Wyoming, all amounts owed to the University under the schedule of support payments, plus interest, shall be canceled.

c. Part-time professional practice or part-time professional pursuits shall be credited by the Board for cancellation purposes on a proportional basis.

During any period of professional practice or other professional pursuits within the State of Wyoming, the obligation to make installment payments shall be suspended, however, the interest shall continue to accrue.

The University makes no guarantee or other representation as to availability of professional practice or the professional pursuit positions in future years in Wyoming and the Student shall be responsible for seeking such opportunities.

10. The University shall maintain records of contracts, financial aid provided to the student, and payments received from the Student, and on the basis thereof shall make entries in the foregoing Schedule of Support Payments. The Schedule of Support Payments, attached to this contract as Exhibit A, is made part of this contract and incorporated herein. Both parties specifically understand that the Schedule of Support Payments will vary from year to year depending upon the payments made and received and the interest rate.
11. In the event that financial aid terminates before Student completes the program, the Student fails to complete program, or any other event occurs which may impair or preclude Student's ability to enter professional practice or other professional pursuits, the Student shall remain obligated to the University for payment of the amount set forth in the Schedule of Support Payments attached plus interest.
12. Student understands and agrees that support payments on his/her behalf shall be made and continued only so long as appropriations for such purposes are provided by the Legislature of the State of Wyoming.
13. Student agrees that he/she shall not enter into any other agreement or indenture with any other agency, person or entity for financial assistance while attending the program, which agreement shall obligate Student for personal services that would hinder or prevent entry into professional practice within the State of Wyoming.
14. Student states and acknowledges that he/she is an adult of sound mind, signs this agreement of his/her own free will under no duress, and at the time of signing is not under the influence of drugs or alcohol.

15. This Agreement shall be administered by the University of Wyoming pursuant to the contract and guidelines developed by the University. Administration shall be through:

Business Manager
Student Financial Operations
University of Wyoming
Dept. 3923, 1000 East University
Laramie WY 82071

16. All notices required to be sent to Student shall be sent to the address below, and Student agrees to keep the University **informed of any change of address**, and agrees that notices sent to such address shall be considered to have been delivered to Student:

Address:

17. Student states and acknowledges that he/she has had full opportunity to review this agreement and discuss this agreement with any person Student desires to have review the agreement, including legal counsel.
18. This Agreement shall be interpreted in accordance with and pursuant to the laws of the State of Wyoming.
19. The failure to enforce any term does not constitute waiver of that term for the future nor does it constitute a modification of this agreement. This agreement may only be modified in writing signed by both parties.
20. Neither the State nor the University waives its sovereign or governmental immunity by entering into this Agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
21. In the event Student breaches any terms of the contract, the University will immediately cease further payments on behalf of the Student and accelerate payment on the entire unpaid amount due without any presentment, demand, or prior notice.
22. The Student admitted to the program is expected to take no longer than four years to complete the program. Students who take longer than four years will be responsible for their costs to complete the program.
23. Student shall be subject to all rules and regulations of the University of Wyoming.
24. This agreement is entered into and effective on the _____ day of _____, 2006.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date stated below.

Student

Subscribed and sworn to before me this ____ day of _____, 2006.

Notary Public

Recommended by the College of Health Sciences:

Date: _____
Officer

Wyoming Psychiatric Nurse Practitioner Contract

Date: _____

Dean, College of Health Sciences

For the University:

Date: _____

Vice-President for Administration

Schedule of Support Payments

<u>Amount</u>	<u>Funds Received</u>	<u>Date</u>	<u>Total to Date</u>	<u>Entry Authenticated By</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

AGENDA ITEM TITLE: Approval of Construction Contracts, Harris

CHECK THE APPROPRIATE BOX(ES):

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

Vice President for Administration Phill Harris will provide updates to the Board of Trustees. Materials will be distributed at the meeting.

AGENDA ITEM TITLE: Faculty Endowment Funds- Investment of Corpus, Miller

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

Additional materials included with the Board of Trustees Report.

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Current law requires UW to enter into an agreement with the UW Foundation for management of the investment of state funds provided for the faculty endowment. Recall that these funds are provided based upon a complex formula under which the amounts available from the preceding fiscal year should be known by August or September. Given the complexity, for the first year of this funding program, fiscal year 2005, slightly over \$4 million was transferred to UW in early 2006, and more is anticipated in the fall 2006.

The legislature enacted Senate Joint Resolution 4, a proposed constitutional amendment that will appear on the November 2006 general election ballot. If passed, the faculty endowment funds will become permanent funds of the state, and subject to investment under a series of other statutes. The Joint Education Interim Committee has discussed the possibility that, should the constitutional amendment pass, the Committee would pursue legislation to have the state responsible for the investment of them rather than continue to have the foundations of the 8 higher education institutions invest them.

This issue was discussed in more detail in a March 15, 2006, memo that was provided to the Board of Trustees at its March meeting and is also enclosed with these minutes, along with relevant statutes.

As briefly discussed at the March meeting, the Board must determine what it will propose to the Foundation regarding the agreement under which these funds will be transferred and invested. Two options are proposed in the March 15, 2006, memo.

Prior Related Board Discussions/Actions:

The Board was briefed regarding this issue at its March 2006 meeting.

WHY THIS ITEM IS BEFORE THE BOARD:

The statutes require Board approval for this agreement.

ARGUMENTS IN SUPPORT:

The statutes require Board action regarding an agreement.

ARGUMENTS AGAINST:

None

ACTION REQUIRED AT THIS BOARD MEETING:

Provide direction to the administration regarding which of the options described in the March 15, 2006 memo should be pursued with regard to the agreement with the Foundation.

PRESIDENT'S RECOMMENDATION:

Provide the requested direction.

1. Committee of the Whole- REGULAR BUSINESS
Audit and Fiscal Integrity Committee Report, Lowe

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: BUSINESS MEETING

Associate Vice President for Administration Janet Lowe will present the committee report to the Board of Trustees.

1. Committee of the Whole- CONSENT AGENDA
Approval of Contracts and Grants, Gern

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: BUSINESS MEETING (Consent Agenda)

The following sponsored programs are accepted subject to compliance with the University's policies on classified information and protection of human subjects. This report covers the period February 28, 2006 through March 17, 2006.

APPLIED RESEARCH ASSOCIATES, INC. - 08/29/2006 - 12/31/2006	\$26,003
John O'Brien / John McInroy; Electrical Engineering - Lightweight, Low Power, Robust Means of Removing Image Jitter	
APPLIED RESEARCH ASSOCIATES, INC. - 08/29/2005 - 12/31/2006	\$10,310
William Spears / Diana Spears; Computer Science - Autonomous Data Exchange in Multi-Robot Collectives	
APPLIED RESEARCH ASSOCIATES, INC. - 08/29/2005 - 12/31/2006	\$4,419
Jerry Hamann; Electrical & Computer Engineering - Autonomous Data Exchange in Multi-Robot Collectives	
APPLIED RESEARCH ASSOCIATES, INC. - 08/29/2005 - 12/31/2006	\$14,269
Cameron Wright / Steven Barrett; Electrical Engineering - Biomimetic Vision Sensor	
BRITISH PETROLEUM INTERNATIONAL, LTD - 12/27/2004 - 12/31/2007	\$100,000
Norman Morrow; Chemical/Petroleum Engineering - Injection Brine Optimization	
JOHNS HOPKINS UNIVERSITY - 10/01/2005 - 09/30/2006	\$25,000
Sahar Allam / Allyn Smith; Physics - Finding and Exploring Merging Pairs of Galaxies in 2 Mass Using the National Virtual Observatory	
MONTANA STATE UNIVERSITY - 10/01/2005 - 09/30/2006	\$67,194
Charles Mason / Klass Van't Veld; Economics/Finance - Big Sky Partnership Phase II of Department Of Energy C Sequestration Project	
MONTANA STATE UNIVERSITY - 10/01/2005 - 09/30/2006	\$73,000
James Steidtmann / Joseph Boyles; Enhanced Oil Recovery Institute - Big Sky Partnership Phase II of Department Of Energy C Sequestration Project	
MONTANA STATE UNIVERSITY - 10/01/2005 - 09/30/2006	\$26,000
George Vance Jr. / Justin Derner; Renewable Resources - Big Sky Partnership Phase II of Department Of Energy C Sequestration Project	

MONTANA STATE UNIVERSITY - 10/01/2005 - 09/30/2006 Jeffrey Hammerlinck; Wyoming Geographic Information Sciences Center - Big Sky Partnership Phase II of Department Of Energy C Sequestration Project	\$50,000
NATIONAL ASSOCIATION OF HEALTH DATA ORGANIZATIONS - 03/01/2006 - 09/30/2006 Rex Gantenbein; Center for Rural Health Research & Education - Intermountain Consortium for Building Research Infrastructure Capacity Year 3	\$13,282
RBM LUMBER, INC. - 01/09/2006 - 01/08/2007 Scott Morton; Mechanical Engineering - Wood Texturizing System	\$15,000
SUPERCRITICAL FLUIDS, INC. - 08/15/2003 - 12/31/2006 Maciej Radosz; Chemical/Petroleum Engineering - Thermodynamic Data for Polymer Systems	\$1,000
UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE - 10/01/2005 - 03/31/2006 Donal O'Toole; Veterinary Science - Classical Swine Fever Surveillance	\$1,500
UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE - 10/01/2005 - 09/30/2006 Donal O'Toole; Veterinary Science - Brucellosis and Pseudorabies Lab Tests	\$65,000
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE - 10/01/2005 - 09/30/2006 Gregory Hayward; Zoology - On Campus Support Joint Venture Agreement	\$1,500
UNITED STATES DEPARTMENT OF DEFENSE AIR FORCE - 04/01/2006 - 03/31/2007 Thomas Whitson; Plant Science - Native Seed Bank	\$30,000
UNITED STATES NATIONAL SCIENCE FOUNDATION - 06/01/2004 - 05/31/2007 Robert D. Kelly; Atmospheric Science - Fluxes in Advective and Transition Boundary Layers	\$137,946
UNITED STATES NATIONAL SCIENCE FOUNDATION - 03/01/2005 - 05/31/2007 Dean Roddick; Chemistry - Design and Applications of Super-Electrophilic Metal Complexes	\$130,000
UNITED STATES NATIONAL SCIENCE FOUNDATION - 03/15/2006 - 02/29/2008 Barbara E. John; Geology - Collaborative Proposal Spatial and Temporal Scales of Crustal Accretion in Slow Spreading Crust	\$135,415
WESTERN RESEARCH INSTITUTE - 07/01/2005 - 06/30/2006 Morris Argyle; Chemical/Petroleum Engineering - Integration of a Structural Weather Gas Shift Catalyst	\$38,474
WYOBIGEN - 08/01/2002 - OPEN Randolph Lewis; Molecular Biology - Spider Silk Proteins in Alfalfa	\$5,000
WYOMING COMMUNITY FORESTRY COUNCIL - 02/15/2006 - 09/30/2006 Karen Panter / John Hewlett; Plant Science - Wyoming Forestry Survey of Green Industries in Wyoming	\$700

WYOMING COMMUNITY FORESTRY COUNCIL - 02/15/2006 - 09/30/2006	\$1,400
Karen Panter / John Hewlett; Agricultural Economics - Wyoming Forestry Survey of Green Industries in Wyoming	
WYOMING DEPARTMENT OF EDUCATION - 02/15/2006 - 09/30/2007	\$107,800
Francisco Rios; Educational Studies - English As A Second Language Timeline and Program Initiative	
WYOMING DEPARTMENT OF EDUCATION - 03/01/2006 - 07/31/2008	\$211,972
Alan Moore; Educational Leadership - Effects of Instructionally Supportive Assessment	
WYOMING DEPARTMENT OF HEALTH - 07/01/2006 - 06/30/2007	\$22,500
Todd Cornish; Veterinary Science - West Nile Virus Research and Surveillance in Wyoming	
WYOMING DEPARTMENT OF HEALTH, AGING DIVISION - 02/15/2006 - 09/30/2006	\$10,000
Sandra Lee Root-Elledge; Wyoming Institute for Disabilities - Pathways Plus to Connect Wyoming Information and Resource Components for Family Caregiver Support Program	
WYOMING DEPARTMENT OF HEALTH, DEVELOPMENTAL DISABILITIES DIVISION - 01/01/2006 - 12/31/2006	\$144,487
Kenneth Heinlein; Wyoming Institute for Disabilities - Early Childhood Vision Screening Program	
WYOMING GOVERNOR'S PLANNING COUNCIL ON DEVELOPMENTAL DISABILITIES - 10/15/2005 - 06/30/2006	\$20,000
Sandra Root-Elledge; Wyoming Institute for Disabilities - Connect Wyoming and Pathways Plus	
WYOMING OFFICE OF HOMELAND SECURITY - 06/01/2005 - 03/31/2006	\$23,810
Jeffrey Hamerlinck; Wyoming Geographic Information Sciences Center - Flood Hazard Mapping, Map on Demand Management Support FY 2004	
WYOMING OFFICE OF HOMELAND SECURITY - 03/15/2006 - 09/30/2006	\$55,000
Paul Caffrey / Jeffrey Hamerlinck; Wyoming Geographic Information Sciences Center - Flood Hazard Mapping, Map on Demand Management Support FY 2005	
TOTAL - Sponsored programs approved February 26, 2006 through March 17, 2006.	\$1,567,981
TOTAL - Sponsored programs previously approved:	
07/01/05 - 09/02/05	\$17,872,942
09/03/05 - 10/19/05	\$13,068,393
10/20/05 - 11/01/05	\$2,578,742
11/02/05 - 12/18/05	\$8,753,640
02/19/06 - 02/28/06	\$14,365,034
TOTAL - Sponsored programs approved February 28, 2006 through March 17, 2006.	\$58,206,732

2. Committee of the Whole- CONSENT AGENDA

Approval of Differential Tuition for the Business for Engineers Certificate Program, Murdock

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify: BUSINESS MEETING (Consent Agenda)

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Since 1999 the Dean of the College of Engineering has been working with the Dean of the College of Business to develop a program that will expose engineering and computer science undergraduates to a broad range of business topics without forcing students to take one of the minors requiring an additional 20-24 credit hours. The result is a *Certificate Program in Business for Engineers* that will be offered for the first time in the fall of 2006. The program includes seven credit hours at a cost estimated at \$35,000 for 30 students. Four credit hours will be delivered through the Outreach School to make this component of the program available to practicing professionals around the State.

We request approval of a tuition rate of \$150 per credit hour resident tuition (\$600 for the four credit hour course) for this component of the program. In addition to the revenues raised through tuition, the College of Engineering will raise approximately half of the cost of the program through support from private donors.

Prior related Board Discussions/Actions:

Academic Plan II notes the need for the collaborative development of entrepreneurial programs to meet changing learning needs: *Action Item 122 (implement entrepreneurial outreach programs). The Dean of Outreach will work with academic deans and the Office of Academic Affairs to identify possibilities for entrepreneurial outreach programs and develop policies for the use of revenues from those programs.*

The Board has previously approved differential tuition for entrepreneurial programs such as the Executive MBA and the accelerated nursing program. This is a new entrepreneurial program differential tuition proposal, before the Board for the first time.

WHY THIS ITEM IS BEFORE THE BOARD:

All differential tuition proposals must be approved by the Board of Trustees.

ARGUMENTS IN SUPPORT:

- The differential tuition is for a single 4-hour course, BUS 4950.
- The BUS 4950 course will provide engineering and computer science students with business fundamentals necessary for practicing engineers.

- The course will be delivered through the Outreach School in order to include practicing engineers from outside Laramie and the revenues collected will allow the College of Engineering to pay part of the instructional costs of this program.
- Additional instructional costs will be paid for by private funds raised by the College of Engineering.

ARGUMENTS AGAINST:

None

PRESIDENT'S RECOMMENDATION:

This proposal will provide critical skills and knowledge to students graduating from the College of Engineering and to practicing engineers. Accordingly, the President recommends approval of this request for differential tuition.

1. INFORMATION ONLY ITEM:

Quarterly Report for Investments as of March 31, 2006, Lowe

CHECK THE APPROPRIATE BOX(ES):

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

Associate Vice President for Administration Janet Lowe will distribute the Quarterly Report to the Board of Trustees.

2. INFORMATION ONLY ITEM:

Internal Audit Report for Period January 1-March 31, 2006, Lowe

CHECK THE APPROPRIATE BOX(ES):

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

Associate Vice President for Administration Janet Lowe will distribute the Internal Audit Report to the Board of Trustees.

3. INFORMATION ONLY ITEM:
Progress Report/Change Orders, Harris

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

CAPITAL CONSTRUCTION
Progress Report as of March 24, 2006

The following gives an accounting of the progress and activity of construction and design since the March, 2006 Trustees meeting. Also reported are approved change orders.

PROJECTS IN CONSTRUCTION

1. Health Science – Biochemistry Addition & Remodel

Contractor	Groathouse Construction, Inc. Laramie, WY
Bid Price	\$11,597,000.00
Contract Substantial Completion Date	May 1, 2005
Extended – Biochemistry Building & East Addition	May 20, 2005
– North Addition, Link, and Pharmacy	June 24, 2005
– Site (weather permitting)	June 10, 2005

	Total	Administration	Construction	Design	Technology	FF & E	Contingency	Misc
Budget	17,984,000	600,000	11,597,000	1,680,000	1,386,000	915,000	1,556,000	250,000
Expended	17,007,007	395,768	11,597,000	1,675,167	1,172,864	915,000	1,056,494	194,714
Obligated	625,073	3,372	0	4,833	139,170	0	422,412	55,286
Un-obligated	351,920	200,860	0	0	73,966	0	77,094	0

Remarks Contractor is continuing to complete punch list items. The balance of the retainage will be paid when the final releases have been provided.

2. Washakie Housing Renovations – McIntyre and Orr Hall

Contractor	Delta Construction Inc. Laramie, WY
Bid Price – McIntyre Hall	\$3,713,741.00
Bid Price – Orr Hall	\$2,345,029.00
Contract Substantial Completion Date	
- McIntyre Hall	July 1, 2005
- Orr Hall	July 1, 2006

	Total	Administration	Construction	Technology	Design	Contingency	Furnishings
Budget	8,600,000	275,180	6,344,329	50,000	800,000	380,000	750,491
Expended	8,093,556	109,846	6,344,329	0	680,593	343,253	615,535
Obligated	260,809	74,689	29,966	0	119,407	36,747	0
Un-obligated	245,635	90,645	-29,966	50,000	0	0	134,956
Funded by Other Sources	29,966	0	29,966	0	0	0	0
Un-obligated	275,601	90,645	0	50,000	0	0	134,956

NOTE: Change Order #4 for security doors is being funded from other sources

Remarks All floors have been inspected and contractor has corrected deficiencies on the upper three floors. Light fixtures are on back order for the first and second floors and are due to arrive by the end of March. The City has been scheduled to do a final walk through on March 23, 2006. Fire alarm and fire suppression system will be tested by the end of March.

3. Classroom Building Renovation and Addition

Contractor Spiegelberg Lumber & Building Company
 Laramie, WY
 Bid Price \$9,681,835
 Contract Substantial Completion Date October 15, 2006

	Total	Administration	Construction	Design	Technology	FF & E	Contingency	Misc
Budget	14,639,335	337,500	9,681,835	950,000	1,750,000	1,010,000	590,000	320,000
Expended	4,338,487	157,387	3,153,877	783,490	40,290	0	189,313	14,130
Obligated	6,807,706	0	6,527,958	156,510	35,110	0	88,128	0
Un-obligated	3,493,142	180,113	0	10,000	1,674,600	1,010,000	312,559	305,870

Remarks The concrete work continues on the west addition. Mechanical and electrical rough-ins are continuing in the existing building. Framing for the ceiling and walls are approximately 90% complete. Plaster and gypsum board installation has started. Contractor is finishing installation of structural steel for the floor, new lounge area and roof on the east entrance.

4. Wyoming Technology Business Center (WTBC)

Construction Manager at Risk Delta Construction Inc.
 Laramie, WY
 Guaranteed Maximum Price \$8,428,000.00
 Contract Substantial Completion Date July 6, 2006

	Total	Administration	Construction	Design	Contingency
Budget	9,693,000	300,000	8,428,000	665,000	300,000
Expended	4,671,640	164,190	3,831,350	665,000	11,100
Obligated	4,638,911	0	4,596,650	0	42,261
Un-obligated	382,449	135,810	0	0	246,639

Remarks The brick masonry is 95% complete. The stone masonry is 50% complete. The structural steel is complete. Mechanical and electrical rough-ins are underway through out the building. The installation of a computer data center has been added to the design. The documents are currently being completed.

5. Fire Suppression Systems

Contractor – Spanish Walk Apartments
 Bid Price
 Contract Substantial Completion Date

Rapid Fire Protection, Inc.
 Rapid City, SD
 \$450,000.00
 November 18, 2005

	Total	Administration	Construction	Design	Contingency
Budget	2,074,250	61,900	1,625,350	232,200	154,800
Expended	635,357	8,090	450,000	177,267	0
Obligated	29,523	0	0	29,523	0
Un-obligated	1,409,370	53,810	1,175,350	25,410	154,800

Remarks Bids were received for the Crane/Hill fire project. One bid was received and was higher than the estimate. Negotiations with the bidder are in progress to determine what cost savings might be available.

6. Archaeological and Anthropological Resource Facility (AARF)

Contractor
 Bid Price
 Contract Substantial Completion Date

Sletten Construction of Wyoming, Inc.
 Cody, WY
 \$11,157,000.00
 March 1, 2007

	Total	Administration	Construction	Design	Technology	FF & E	Contingency	Misc
Budget	15,641,050	462,540	11,430,570	1,088,625	80,000	1,580,000	544,315	455,000
Expended	2,144,673	148,681	901,403	929,756	0	0	0	164,833
Obligated	10,470,247	0	10,269,598	158,869	0	0	41,780	0
Un-obligated	3,026,130	313,859	259,569	0	80,000	1,580,000	502,535	290,167

Remarks AARF has approximately half of the basement concrete wall either formed or in place. Above ground utility lines in the alley have been removed. The Utility companies are in the process of relocating the remaining above ground lines but most of the work affecting the construction of the building is complete. There is more natural ground water than anticipated and the sump pump systems are being resized. The Old Highway Department building has been removed. Underground utility work between the Ag buildings and Lewis Street is underway.

7. War Memorial Stadium Enhancements – Upper Concourse Renovation

Contractor
 Bid Price
 Contract Substantial Completion Date

Arcon, Inc.
 Laramie, WY
 \$1,002,700.00
 April 15, 2006

	Total	Administration	Construction	Design	Contingency
Budget	1,241,355	50,135	1,002,700	88,250	100,270
Expended	648,579	35,161	525,168	88,250	0
Obligated	477,532	0	477,532	0	0
Un-obligated	115,244	14,974	0	0	100,270

Remarks The project is on schedule and is to be substantially complete by April 15, 2006. The painting of the restrooms and concession stand on the east concourse is complete and the contractor is installing the finish hardware. The painters have moved to the west side of the stadium and expect to be complete by the end of the month. The exterior panels on the concession stand will be installed in August in order to coordinate the activities of repairing and repainting the frames for the upper east/west stands.

PROJECTS IN DESIGN PHASE

1. **Information Library and Learning Center (IL²C)**
2. **Washakie Housing Renovations – White Hall**
3. **Indoor Practice Facility**
4. **Covered Tennis Courts**
5. **Outdoor Track**

CHANGE ORDERS

1. **Washakie Housing Renovations – McIntyre and Orr Hall**

Change Order No. 17

Item 1	Asbestos Removal	Add:	12,752.00
Item 2	Modification on patio concrete	Add:	1,380.00
Item 3	Modifications on sliding door and storefront	Add:	3,941.00
Item 4	Change door operator at vestibule	Add:	7,268.00
Item 5	Ceiling texture	Add:	1,785.00
Item 6	Modifications to door/frame/hardware	Add:	13,554.00
Item 7	Remove glass at lobby and replace with drywall	Add:	968.00
Item 8	Remove trees	Add:	1,380.00
Item 9	Fix wall in lobby vending area	Add:	1,081.00
Item 10	Cover flex conduit in RA rooms	Add:	300.00
Item 11	Modifications for sprinkler piping	Add:	4,140.00
	<u>Total Change Order No. 17</u>	Add:	<u>\$48,549.00</u>

Change Order No. 18

Item 1	Modifications on drywall for sprinkler system	Add:	4,307.00
Item 2	Install trench drain at vestibule	Add:	444.00
Item 3	Insulate exposed pipe	Add:	1,323.00
Item 4	Replace grille in study rooms	Add:	2,208.00
Item 5	Relocate grille in ADA rooms	Add:	2,363.00
Item 6	Check fire dampers in McIntyre	Add:	2,350.00
Item 7	Relocate ductwork in restrooms	Add:	345.00
Item 8	Revise Fixtures in McIntyre	Add:	11,850.00
Item 9	Revise switch locations in ADA rooms	Add:	6,319.00
	<u>Total Change Order No. 18</u>	Add:	<u>\$31,509.00</u>

Statement of Contract Amount

Original Contract	\$ 6,058,770.00
Change Order 1-18	+ 750,287.38
Adjusted Contract	\$ 6,809,057.38

2. Classroom Building Renovation and Addition

Change Order No. 3

Item 1	Modifications to columns	Add:	600.00
Item 2	Modifications to a AV cabinets	Add	467.00
Item 3	Elevator modernization revision	Add:	1,860.00
Item 4	Modifications to aluminum curtain wall system	Add:	7,124.00
Item 5	Modification to equipment racks	Add:	10,240.00
Item 6	Revisions to steel framing	Add:	2,318.00
Item 7	Masonry modifications on east wall	Add:	8,848.00
Item 8	Add sump pump and miscellaneous piping	<u>Add:</u>	<u>7,762.00</u>
	<u>Total Change Order No. 3</u>	Add:	\$39,219.00

Change Order No. 4

Item 1	Modification to chalk and marker boards	Add:	22,281.00
Item 2	Modifications to sinks	Add:	2,383.00
Item 3	Add two street lights at bus stop	Add:	16,526.00
Item 4	Provide 120 volt outlets for room schedulers	Add:	3,005.00
Item 5	Masonry modifications for differences in wall planes	Add:	3,025.00
Item 6	Paint for abandon wall cabinets	<u>Add:</u>	<u>30.00</u>
	<u>Total Change Order No. 4</u>	Add:	\$47,250.00

Statement of Contract Amount

Original Contract	\$9,681,835.00
Change Order 1-4	<u>+ 88,128.00</u>
Adjusted Contract	\$9,769,963.00

3. Archaeological and Anthropological Resource Center (AARF)

Change Order No. 1

Item 1	Demolition of wall between highway building and bee lab	<u>Add:</u>	<u>14,000.00</u>
	<u>Total Change Order No. 1</u>	Add:	\$14,000.00

Statement of Contract Amount

Original Contract	\$11,157,000.00
Change Order 1	<u>+ 14,000.00</u>
Adjusted Contract	\$11,171,000.00

4. INFORMATION ONLY ITEM:

State Matching Funds for Athletics, Buchanan

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Anonymous Donor

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a pledge of \$600,000.00 from Anonymous Donor signed on August 22, 2005. This donor has prior state match endowment pledges and gifts of \$326,000.00, a prior state match athletics pledge of \$625,000.00, and a pending state match endowment gift of \$25,000.00.

The new pledge is for the Athletics Campaign Unrestricted Fund.

This donor is an entity rather than an individual.

First Interstate BancSystem

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a pledge signed on June 7, 2005 for \$46,454.88 from the First Interstate BancSystem to go to the Athletics Campaign Unrestricted Fund. They have a prior state match pledge of \$282,337.62 to this same fund.

This donor is an entity rather than an individual.

Bellinghiere, Frank and Cecilia

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$50.00 from Frank and Cecilia Bellinghiere for the Track in Memory of the Eight Fund. These donors have a prior state match pledge of \$25,000.00 to the Athletics Campaign Unrestricted Fund. In addition, the Wyoming State Legislature set aside \$400,000 of the last Athletics State Match for gifts of any size to the Track in Memory of the Eight Fund.

Frank Bellinghiere earned a J.D. from the College of Law at the University of Wyoming in 1983, and Cecilia Bellinghiere is a friend of the University of Wyoming.

Wiens, Joel

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$245,450.00 given on December 27, 2005 from the Joel Wiens for the Athletics Campaign in an area yet to be designated.

Joel Wiens is a friend of the University of Wyoming.

McLeland, C. James and Deborah D.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$5,000.00 given on December 30, 2005 from Jim and Deborah McLeland for the Track in Memory of the Eight Fund. These donors have a prior state match pledge of \$25,100.00 to this same fund.

Jim McLeland earned a B.S. from the Department of Accounting in the College of Business at the University of Wyoming in 1972, and Deborah McLeland earned a B.A. in Elementary Education from the College of Education at the University of Wyoming in 1973.

Wells Fargo Bank

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$100,000.00 from Wells Fargo Bank for the Athletics Campaign Unrestricted Fund. The gift was given on December 31, 2005.

This donor is an entity rather than an individual.

Campbell, Dodi and Casey

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a pledge of \$5,000.00 from Dodi and Casey Campbell for the Track in Memory of the Eight Fund. The pledge was signed on January 12, 2006. The Wyoming State Legislature set aside \$400,000 of the last Athletics State Match for gifts of any size to the Track in Memory of the Eight Fund.

Dodi earned a B.S. in Physical Education Teaching in 1986 and a B.S. in Physical Education in 1992 in the College of Health Sciences at the University of Wyoming, and Casey is a friend of the University of Wyoming.

Cannon, Robert and Elaine

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a pledge of \$50,000.00 from Robert and Elaine Cannon for the Athletics Campaign to an area yet to be designated. The pledge was signed on February 13, 2006.

Robert and Elaine are both friends of the University of Wyoming.

Garlach, Lee and Ann

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$50,000.00 from Lee and Ann Garlach for the Athletics Campaign Unrestricted Fund. The gift was given on February 16, 2006.

Lee and Ann are both friends of the University of Wyoming.

5. INFORMATION ONLY ITEM:

State Matching Funds for Endowments, Buchanan

CHECK THE APPROPRIATE BOX(ES):

- Work Session
 Education Session
 Information Item
 Other Specify:

BACKGROUND AND POLICY CONTEXT OF ISSUE:

Kambouris, George and Eleanor

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift from George and Eleanor Kambouris to create Excellence Funds in the Departments of English and Chemistry. A pledge agreement for \$500,000 contingent on state matching funds was signed on February 2, 2006 and sent to the UW Foundation.

Drafts of endowment agreements for each department have been shared with the department heads and Dr. and Mrs. Kambouris. The basic purposes of the funds are to foster and enhance the departments through activity and awards that benefit their programs, faculty and students.

J. George Kambouris earned a Ph.D. from the Chemistry Department in 1974. Eleanor M. Kambouris received her M.A. from the English Department in 1976.

Adams, Dick R. and Jane G.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift from Dick and Jane Adams to create the Dick R. Adams Electrical and Computer Engineering (ECE) Graduate Fellowship. A gift of \$95,000.00 was given on December 29, 2005.

Endowment agreements were signed on February 13, 2006, and the purpose of the fund is to make scholarship awards to graduate students in Electrical Computer Engineering.

Dick R. Adams earned a B.S. in Electrical Engineering from the College of Engineering in 1965. Jane G. Adams is a friend of the University of Wyoming.

Cheney, Richard B. and Lynne V.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift from Vice President and Mrs. Cheney to be allocated to endowments yet to be designated. Gifts totaling \$2,211,904.95 were given in December 2005.

Endowment agreements have not yet been drafted because Vice President Cheney has not decided where he would like for the gifts to be applied. However, Tom Buchanan, as well as, staff from the American Heritage Center and the College of Arts and Sciences have been talking with Vice President and Mrs. Cheney about their designations.

Vice President Cheney earned a B.A. in Political Science from the College of Arts and Sciences in 1965, a M.A. from the College of Arts and Sciences in 1966, and was awarded an H.D. from the University in 1990. Lynne was awarded an H.D. from the University in 1993.

Cox, Mel

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift from Mel Cox divided equally between two prior state matched endowments he established, the Melvin M. Cox Excellence Fund in Theatre and Dance in the College of Arts and Sciences and the Creative Writing Excellence Fund in the Department of English in the College of Arts and Sciences. A stock gift of \$9,906.80 was given on January 12, 2006.

Endowment agreements for the Melvin M. Cox Excellence Fund in Theatre and Dance in the College of Arts and Sciences were signed on March 30, 2001, and endowment agreements for the Creative Writing Excellence Fund in the Department of English in the College of Arts and Sciences were signed on January 19, 2004.

Mel Cox earned a B.A. in Political Science from the College of Arts and Sciences in 1969.

Anonymous Donor

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$40,000.00 from an Anonymous Donor to an established endowment, the Jean F. Messer Memorial Excellence Fund in Accounting, which is to enhance the teaching, research, and outreach objectives of the Accounting Department in the College of Business. This donor has previous state matches to this fund totaling \$60,000.00, and the new gift was given on December 21, 2005.

Endowment agreements for the Jean F. Messer Memorial Excellence Fund in Accounting in the College of Business were signed on October 27, 2004.

The Anonymous Donor earned a B.S. in Accounting from the College of Business in 1964 and is adamant about anonymity.

Johnson, Richard D. and Denise S.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$300 given by Richard and Denise Johnson on December 27, 2005 to the Kyle Johnson Memorial Scholarship.

Richard and Denise are the parents of one of the eight cross country track team members, Kyle, who was killed in September 2001. They established the memorial endowment for their son with a prior state matched gift of \$50,000.00 and signed endowment agreements for the fund in March 2003. It was established to make scholarship grants to engineering students of sophomore, junior or senior status enrolled in the University of Wyoming with preference given to UW distance runners (cross country or track). Richard and Denise have stated their intention to give to the memorial fund every December what they would have spent on Kyle's Christmas gifts.

Richard D. Johnson attended the College of Business but did not graduate, and Denise S. Johnson earned a B.S. in Home Economics from the College of Agriculture in 1971.

Mortenson, G. Russell and Beth A.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$50,000.00 from G. Russell and Beth A. Mortenson given on December 30, 2005.

Draft endowment agreements for the Bud and Bing Mortenson Entrepreneurship Endowment have been submitted to Russell and Beth by Kathie Cuomo, CDO for the College of Business. The agreements have not been finalized yet, but the intention is to support upper-division or graduate business students pursuing an MBA or M.S. degree in accounting or finance, or other related graduate degrees and working directly on entrepreneurship activities. Preference has been stated for students Wyoming-born and who plan to intern within the Wyoming Technology Business Center (also known as the "incubator") to practice their skills while assisting incubator clients on topics such as business plan development, financing, and market research.

Russell earned a B.S. in Business Administration from the College Business in 1971, and Beth is a friend of the University of Wyoming.

O'Leary, Thomas H. and Cheryl W.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$250,120.45 from Tom and Cheryl O'Leary given on October 4, 2005 to the American Heritage Center Fund for Faculty Enrichment.

Endowment agreements were signed on October 1, 2005, and the purpose of the fund is for 1) professional development opportunities that arise for faculty at the American Heritage Center, and 2) the American Heritage Center's innovative Teaching and Research Grants program.

Tom and Cheryl are both friends of the University of Wyoming.

Reed, Carla A.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$308.37 from Carla Reed given on December 21, 2005 to the Mill Family Scholarship. Carla has prior state matching gifts to this fund totaling \$50,000.00, and the new amount is an over payment of her previous \$50,000.00 pledge via a stock gift.

This endowment has been in existence since March 16, 2000 when the agreements were signed. The fund is for scholarships for students of sophomore standing or higher enrolled in the College of Agriculture. Undergraduates must have a GPA of 2.7 or better on a 4.0 scale, and preference shall be given to students who participated in 4-H or FFA programs.

Carla attended the College of Business at the University of Wyoming in the early 1950's.

Ruckelshaus, William D. and Jill S.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$401.54 from William and Jill Ruckelshaus given on December 20, 2005 to the William D. Ruckelshaus Endowment for IENR. These donors have a prior state match pledge and gifts of \$100,000.00 to this fund, and the new amount is an over payment via a stock gift on the pledge.

This endowment has been in existence since November 6, 2001 when the agreements were signed, and the purpose of the fund is to provide an operating and excellence fund in the Institute for Environment and Natural Resources at the University of Wyoming.

William D. Ruckelshaus received an H.D. from the College of Law at the University of Wyoming in 1998, and Jill S. Ruckelshaus is a friend of the University of Wyoming

Shlemon, Roy J.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$1,000.00 from Dr. Roy J. Shlemon given on December 20, 2005 to the Roy J. Shlemon Fellowship Fund. Roy has a prior state match pledge and gifts of \$125,000.00 to this fund.

This endowment has been in existence since June 18, 2001 when the agreements were signed, and the purpose of the fund is to provide scholarships to graduate students in the Department of Geology and Geophysics in the College of Arts and Sciences at the University of Wyoming, who include field studies in their graduate programs.

Dr. Shlemon earned an M.S. in the Department of Geology in the College of Arts and Sciences at the University of Wyoming in 1959.

Vanvig, Andrew and Constance H.

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$1,192.50 from Dr. Andrew and Connie Vanvig given on December 23, 2005 to the Andrew and Connie Vanvig Scholarship in the College of Agriculture. These donors have a prior state match pledge and gifts of \$54,017.70 to this fund.

This endowment has been in existence since May 6, 1995 when the agreements were signed, and the purpose of the fund is to provide scholarships to students majoring in agricultural economics, who are sophomores, juniors or seniors.

Dr. Andrew and Constance Vanvig are both friends of the University of Wyoming, and Dr. Andrew Vanvig is a prior UW faculty member and served as Department Head of Agricultural and Applied Economics for 26 years.

Anonymous Donor

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$300.00 from Anonymous Donor given on January 20, 2006 to the Henry and Penelope Bauer Undergraduate Research Fund in honor of Professor Henry Bauer. This donor had prior state match pledges and gifts of \$75,000.00.

This endowment was recently created by Professor Henry and Penelope Bauer on November 20, 2005 when the agreements were signed, and the purpose of the fund is to fund undergraduate students to pursue research projects in computer science software or software applications of computer science, who have a primary major in the College of Arts and Sciences or, if majoring in the Computer Science Department, a minor or second major in the College of Arts and Sciences at the University of Wyoming.

This donor attended the College of Arts and Sciences at the University of Wyoming in the late 1980's.

Anonymous Donor

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$25,000.00 from Anonymous Donor given on January 26, 2006 to the Social Work Excellence Endowment. This donor has prior state match endowment pledges and gifts of \$326,000.00, a state match athletics pledge of \$625,000.00, and a pending state match athletics pledge of \$600,000.00.

The Social Work Excellence Endowment was recently created on February 20, 2006 when the agreements were signed, and the purpose of the fund is to provide student support, student and faculty development, research, and seminar expenses.

This donor is an entity rather than an individual.

Gore, Robert C. and Judith Ann

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$1,574.96 from Robert and Judith Gore given on March 6, 2006 to the Gore Family Fund for A&S Summer Independent Study Awards. These donors have prior state match endowment pledges and gifts of \$52,250.00 to this fund.

Endowment agreements for the Gore Family Fund for A&S Summer Independent Study Awards were signed on February 22, 2002, and the purpose of the fund is to make Gore Family Summer Independent Study Awards to students enrolled in the College of Arts and Sciences at the University of Wyoming.

Robert C. Gore earned a B.A. from the College of Arts and Sciences at the University of Wyoming in 1970, and Judith Ann Gore is a friend of the University of Wyoming.

Hilton, Kenneth H. and Margaret Anne

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a gift of \$3,000.00 from Kenneth H. and Margaret Anne Hilton given on March 7, 2006 to the Ernest and Helen Hilton Scholarship. This endowment was created by the family of Ernest and Helen Hilton and includes prior state match pledges and gifts totaling \$110,000.00.

Endowment agreements for the Ernest and Helen Hilton Scholarship were signed on March 11, 2002, and the purpose of the fund is for scholarships to residents of the State of Wyoming

enrolled in the College of Education who (i) intend to teach and are pursuing a curriculum appropriate to prepare them to teach (including incoming freshmen who state their intention to follow such a curriculum); (ii) work part-time to meet a substantial portion of their college expenses; (iii) exhibit, in the opinion of the Scholarship Committee of the College of Education (the "Scholarship Committee"), the need for financial assistance in order to attend college; and (iv) have achieved, and continue to achieve, in the opinion of the Scholarship Committee, academic excellence. As long as the recipient continues to meet these requirements, he or she shall continue to receive the scholarship for up to four academic years; provided, however, that no award to any one student for any one year shall exceed an amount equal to one-half (1/2) of the sum of the cost of the following, each case for such year: (i) full tuition and fees for such student to attend the College of Education, and (ii) room and board in university dormitory housing.

Kenneth H. Hilton is one of the sons of Ernest and Helen Hilton, both graduates of the University of Wyoming. Ernest earned a B.A. from the College of Education in 1935 and an M.A. from the College of Education in 1936. Helen earned B.A. from the College of Education at University of Wyoming in 1938.

Murdock, Dr. Margaret M. and J. Nicholas

This is to inform you regarding approval for Wyoming Legislative Matching Funds for a pledge of \$225,000.00 from Maggi and Nick Murdock signed on March 8, 2006 to be allocated to an endowment in the College of Law in memory of Judge Joseph F. Maier, additional funds to the Casper Art Fund, an endowment for Public Radio, an endowment for the Outreach School, and an endowment for Political Science.

The Murdock Family Fund endowment agreements were signed on March 8, 2006 and include designations for all of the above areas.

Dr. Margaret M. Murdock is the Dean of the Outreach School and a friend of the University of Wyoming, and J. Nicholas Murdock earned a J.D. from the College of Law at the University of Wyoming in 1977.