



Board of Regents of the University of Wisconsin System
Office of the Secretary
1860 Van Hise Hall
Madison, Wisconsin 53706
(608)262-2324

January 30, 2008

TO: Each Regent

FROM: Judith A. Temby

A handwritten signature in dark ink, appearing to read "J. A. Temby", written over the printed name.

PUBLIC MEETING NOTICE

RE: Agendas and supporting documents for meetings of the Board and Committees to be held at UW-Madison on February 7 and 8, 2008.

Thursday, February 7, 2008

10:00 a.m. – All Regents Invited

- UW System Strategic Framework: *Advantage Wisconsin*
1820 Van Hise Hall

12:00 p.m. – Box Lunch

12:30 p.m. – Committee meetings as follows:

Education Committee
1820 Van Hise Hall

Business, Finance, and Audit Committee
1920 Van Hise Hall

Physical Planning and Funding Committee meeting
1418 Van Hise Hall

Friday, February 8, 2008

7:30 a.m. – Regent breakfast with UW-Madison students

West Dining Room
Elizabeth Waters Hall
1200 Observatory Drive

9:00 a.m. – Board of Regents meeting

1820 Van Hise Hall

Persons wishing to comment on specific agenda items may request permission to speak at Regent Committee meetings. Requests to speak at the full Board meeting are granted only on a selective basis. Requests to speak should be made in advance of the meeting and should be communicated to the Secretary of the Board at the above address.

Persons with disabilities requesting an accommodation to attend are asked to contact Judith Temby in advance of the meeting at (608) 262-2324.

Information regarding agenda items can be found on the web at <http://www.uwsa.edu/bor/meetings.htm> or may be obtained from the Office of the Secretary, 1860 Van Hise Hall, Madison, Wisconsin 53706 (608)262-2324.

The meeting will be webcast at <http://www.uwex.edu/ics/stream/regents/meetings/> Thursday, February 7, 2008, at 10:00 a.m. until approximately 12:00 p.m., and Friday, February 8, 2008, at 9:00 a.m. until approximately 12:00 p.m.

REVISED - 1/29/08

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.1. Education Committee - Thursday, February 7, 2008
1820 Van Hise Hall
University of Wisconsin-Madison

10:00 a.m. All Regents Invited

- UW System Strategic Framework: *Advantage Wisconsin*

12:00 p.m. Box Lunch

12:30 p.m. Education Committee

- a. Discussion: Process for Developing UW System Campus Academic Plans.
- b. UW-Oshkosh: Presentation of Campus Academic Plan.
- c. Committee Business:
 1. Approval of UW-Milwaukee Charter School.
[Resolution I.1.c.]
- d. Report of the Senior Vice President:
 1. Strategic Directions for Diversity Beyond *Plan 2008*.
- e. Consent Agenda:
 1. Approval of the Minutes of the December 6, 2007, Meeting of the Education Committee;
 2. UW-Extension/UW Colleges: Approval of an Expanded and Combined Board of Visitors.
[Resolution I.1.e.(2)]
- f. Additional items may be presented to the Education Committee with its approval.

**UNIVERSITY OF WISCONSIN-OSHKOSH:
PRESENTATION OF CAMPUS ACADEMIC PLAN**

EXECUTIVE SUMMARY

BACKGROUND

In the effort to improve its effectiveness and spend its meeting time on substantive discussion of the academic issues facing the University of Wisconsin System and its institutions, the Board of Regents Education Committee in conjunction with the Office of Academic and Student Services is exploring a more streamlined process for considering institutional reports on academic programming, re-accreditation, and general education to the Board of Regents.

At its November 2007 meeting, the Education Committee discussed a new process whereby UW institutions would periodically (e.g. every five years) present a campus academic plan. Presentations to the Committee of new program proposals would be made on an as-needed basis. The campus plans would allow the Regents to direct their attention to a more comprehensive understanding of each institution's academic program planning and array, as well as the alignment of that array to each institution's distinct mission and identity.

At its February 2008 meeting, the Education Committee will consider guidelines for the campus academic plans and hear presentation of the first pilot for such a plan from the University of Wisconsin-Oshkosh.

The campus academic plans will be presented to the Board of Regents for information only. Individual academic programs proposals will continue to follow the program approval process outlined in Academic Information Series-I (ACIS-1) and be subject to Board approval, within the framework of the proposing institution's academic plan.

REQUESTED ACTION

For information purposes only; no action is required.

DISCUSSION

The University of Wisconsin-Oshkosh's Campus Academic Plan is an outgrowth of the University's Strategic Planning Process (conducted between 2000 and 2006), which resulted in a set of Governing Ideas, a series of Strategic Action Initiatives (both campus-wide and college-based), and seven Key Operational Plans (including the Academic Program and Student Outcomes Assessment Plan, Enrollment Management and Student Support Plan, Human Resource Support and Development Plan, Facilities Master Plan, Information Technology Plan, Advancement and Relationship Development Plan, and the Finance and Budgeting Plan). These ideas, initiatives, and plans were

developed with wide input from campus and external constituencies, and in the context of UW-Oshkosh's mission to provide students with a high-quality liberal education, and its community and region with the programming, research, and service needed for 21st-century productivity and citizenship.

The Strategic Planning Process also guided the campus in the development of its self-study as it prepared for re-accreditation in Spring 2007. As the Plan indicates, UW-Oshkosh was granted a ten-year, unconditional re-accreditation by the North Central Association Higher Learning Commission (HLC) in May 2007. The Campus Academic Plan indicates those areas identified as exemplary by the HLC, as well as several challenges on which UW-Oshkosh will focus its energy and resources in the coming years.

RELATED REGENT POLICIES

University of Wisconsin System Academic Planning and Program Review (November 2007), Academic Informational Series #1 (ACIS-1 revised June 2006).

UW-Oshkosh's Re-accreditation Findings in the Context of Its Academic Program Plan

In order to understand the relationship between UW-Oshkosh's ten-year self-study re-accreditation report, the Higher Learning Commission's findings related to the report, and the University's response to these findings, it is necessary to examine the Strategic Planning Process at the University of Wisconsin-Oshkosh, especially the development of its five-year Academic Program Plan.

In October 2000, Chancellor Richard Wells initiated a Strategic Planning Process that involved hundreds of people from internal and external constituencies. Out of this process, the campus adopted a set of Governing Ideas. As the strategic planning process evolved, the University also developed a series of Strategic Action Initiatives (both campus-wide and college-based) and seven Key Operational Plans (Academic Program and Student Outcomes Assessment Plan, Enrollment Management and Student Support Plan, Human Resource Support and Development Plan, Facilities Master Plan, Information Technology Plan, Advancement and Relationship Development Plan, and the Finance and Budgeting Plan).

The five-year Academic Program and Student Outcomes Assessment Plan was drafted in October 2005 by the staff of the Provost's Office and the deans, with input from Academic Affairs. It was then taken to various faculty, staff and student governance groups before its completion in September 2006. At this point, Executive Summaries of all the Key Operational Plans have been placed on line.

By this time, the University's re-accreditation process had been in place for almost five years, and the writing and production teams were in the final stages of preparing the self-study re-accreditation report. Hundreds of individuals and dozens of units worked on the document, and it truly represented a university-wide effort. The key operational plans — especially the Academic Program Plan — provided the framework for the final shape of the self-study report that was completed in January 2007.

A team from the Higher Learning Commission (HLC) made a site visit to our campus in March 2007 and in May submitted its final report. Among the comments from the team was that "The most significant change since the last HLC visit has been the development of the University's first comprehensive strategic and operational plan and planning process. By focusing resources on identified priorities, the University has raised the level of academic preparedness and retention of first-year students, strengthened the enrollment of students of color, increased the number of degrees conferred, and developed distinctiveness for its level of engagement with the community and the region, and its 'green,' and sustainability initiatives."

The report went on to say that "During a period of significant financial reductions brought about by a reduced state appropriation, the University found a way to maintain the integrity of its teaching programs and the morale of the faculty and students through reallocation of resources, administrative alignments, and generation of new resources

through some innovative ‘cost recovery’ programs. During this same period of reduced resources, the University demonstrated its commitment to diversity through the investment of resources in multicultural programs and significant increases in women in administrative and leadership roles. Faculty members also report better access to instructional technology and library resources. However, as a result of the adjustments made, the University was left with a very ‘lean’ administrative structure. It is the observation of this team that the institution is now understaffed in senior academic leadership areas.”

The HLC report concluded by stating that “In summary, the team found that the University of Wisconsin is characterized by a strong sense of collegiality, open/transparent processes, visible and useful involvement in the community and region, and excellent chancellorial leadership. The University of Wisconsin Oshkosh is a well-run university that is promoting both the private goods and the public benefits of higher education.”

As a result of the HLC team visit, UW-Oshkosh was granted a ten-year, unconditional re-accreditation.

While there were numerous accomplishments cited by the HLC team of which the University is rightfully proud, the report mentioned two areas that need additional work: General Education reform and campus-wide assessment structures. Since our University has recently become more involved in making the *Liberal Education and America’s Promise* or *LEAP Initiative* of the Association of American Colleges and Universities (AAC&U) a central focus of our academic planning process, the Chancellor and the Provost immediately charged a university-wide Liberal Education Reform Team (LERT) to design a liberal education reform plan that would address the HLC’s concerns.

The team, which consists of twenty-five faculty members, staff and students, as well as a number of support personnel, is presently working on its own modified version of AAC&U’s “Essential Learning Outcomes for Students.” The team tri-captains (faculty members from English and Business and the Dean of Letters and Science) will present progress reports to the Provost on an annual basis. By next year, the team will adopt a framework to guide the development of a new General Education Program, and in 2009 and 2010 it will implement these General Education changes and other prioritized Liberal Education action initiatives.

Other efforts to address the HLC’s concerns include a trip that the Provost took (with UW System Academic Planner Rebecca Karoff) to AAC&U’s headquarters in Washington D.C. in August to discuss General Education concerns of the nation’s leading state university systems. UW-Oshkosh will also be sending teams to AAC&U’s conference on “Integrative Designs for General Education and Assessment” in Boston later this month and the AAC&U “Institute on General Education” in Minneapolis in late May and early June.

While the Academic Program Plan created by UW-Oshkosh in 2006 was created with the intention that it be an evolving document with an annual review, no one could have anticipated how much the plan would change over the past year due to our involvement with AAC&U's Liberal Education Initiative and the HLC's recommendations. In addition, our campus has become a national leader in terms of its involvement with the *Voluntary System of Accountability* (VSA). Furthermore, the passage of the Growth Agenda for Wisconsin last fall will also dramatically alter our Academic Program Plan, in that it will lead to the modification of existing programs and the development of new areas of student growth.

In addition to these major developments, the Academic Program Plan must encompass a number of other recent changes that will affect how UW-Oshkosh moves forward. These include the implementation of UW System projects such as the Campus Climate Survey and the Equity Scorecard Project, the establishment of campus teams on Sustainability, External Grants Expansion, and Undergraduate Research, and the development of a First-Year Experience Program, the Center for Scholarly Teaching, the Titan Advantage Program, and a Satellite Office in Milwaukee.

While incorporating all of the modifications listed above, the University through its Academic Program Plan will continue to review its Cross-College Strategic Initiatives (Engaged Learning, Globalization and Diversity, Community Engagement, and Student Excellence) established earlier. These efforts were considerably advanced through the funding last year of a number of Academic Initiatives, including laboratory and clinical simulation programs in Nursing, outreach and collaborative programs in Education and Human Services, a Family Business Center for the College of Business, and a campus-wide Center for Scholarly Teaching.

Efforts will continue to address the University's Major Challenges. In terms of the Student Profile, plans are underway to develop both a high school-to-university transition program and a first-year experience program. The Faculty Profile already has been enhanced by the hiring of more than twenty new faculty members for 2007-2008, and will improve with the projected hiring of an even greater number for 2008-2009. The challenge of Curriculum Structure, Program Planning, and Program Review will be addressed by developing a modified program review process, and LERT will focus on General Education reform and student outcomes assessment. Financial Support through state funding of the Growth Agenda for Wisconsin and private funding of the University's Capital Campaign has increased opportunities for new and improved academic programs, student/faculty collaborative research, and student scholarships. As for Graduate Studies, the number of graduate students has increased this year, and the new administrative structure of the division offers the promise of renewed vitality. Finally, in terms of expanding Outreach, Adult Access, Community Engagement, and Summer Session programs, great strides have been made through the development of the Bachelor of Applied Studies degree, renewed funding for the *Graduation Project*, and the hiring of a director for the Center for New Learning and a new Assistant Vice Chancellor for the Division of Lifelong Learning and Community Engagement.

The revised Academic Program Plan will be sent to student, faculty and academic staff governance groups and the proper administrative bodies for review during the upcoming calendar year. This annual review of our existing academic programs and student outcomes assessment, as well as any planning priorities developed over the course of the year, will facilitate the assessment of progress toward priorities and future planning.

A brief examination of program changes at UW-Oshkosh since fall 2000 shows that we have carefully and thoughtfully planned our recent growth. Two majors (Communicative Disorders and Music Therapy) and three minors (Sports Medicine/Athletic Training, Theatre Education Minor in Elementary Education Major, and Coaching) have been discontinued, while five majors (English as a Second Language, Theatre Arts, Environmental Studies, Athletic Training, and Fire and Emergency Response Management) and six minors (Japanese Language and Culture, Global Business, Strength and Conditioning, Interdisciplinary Social Justice, Art History, and Interdisciplinary Neurosciences) have been added. The University has also added four new degrees (Accelerated On-line Bachelor to Bachelor of Science Nursing Program, Master of Social Work [collaborative with UW-Green Bay], Global MBA, and Bachelor of Applied Studies in Leadership and Organizational Studies). In terms of realignment, the department of economics moved from the College of Letters and Science to the College of Business.

As the University of Wisconsin-Oshkosh looks ahead to its next five years, we feel confident that we will continue to develop our strengths and address our areas of concern strategically and with intentionality. At present, we have Entitlements to Plan for a Women's Studies Major and a Japanese Studies Major (collaborative with UW-Whitewater), and in the near future will seek an entitlement to plan for a Doctor of Nursing Practice (DNP) (collaborative with UW-Eau Claire). With state financial support of the Growth Agenda for Wisconsin and the construction of a New Academic Building scheduled for 2011, the University also plans to develop new programs such as Healthcare Emphases and a collaborative Sustainability venture between Letters and Science and the College of Business. Furthermore, it will continue to expand its collaborative programs in Nursing, Education and Human Services, and Lifelong Learning and Community Engagement with various UW Colleges and Wisconsin Technical College System institutions, as well as grow existing programs in areas such as medical technology, English as a Second Language, and entrepreneurship. Finally, as for realignment, plans are underway to move Teacher Education, Adapted Physical Education, and School Health Education components of the department of Kinesiology and Health to the College of Education and Human Services. We will accomplish all of the above while maintaining the quality of education and the levels of expertise that our students need to lead northeastern Wisconsin forward in an ever-changing global society.

The University of Wisconsin-Milwaukee
Charter School Contract
Bruce Guadalupe Community School

EDUCATION COMMITTEE

Resolution I.1.c.:

That, upon recommendation of the Chancellor of the University of Wisconsin-Milwaukee and the President of the University of Wisconsin System, the Board of Regents approves the charter school contract with the United Community Center, Inc., establishing a charter school known as the Bruce Guadalupe Community School, effective July 1, 2009.

**UNIVERSITY OF WISCONSIN-MILWAUKEE
OFFICE OF CHARTER SCHOOLS**

UNITED COMMUNITY CENTER, INC. CHARTER SCHOOL CONTRACT

EXECUTIVE SUMMARY

BACKGROUND

Charter schools are intended to offer quality education services to children through the creation of alternative public schools that are not subject to as many of the rules and regulations imposed on school districts. The charter school movement is one of the strategies used to expand the idea of public school options in Wisconsin and the rest of the nation.

In 1997, Wisconsin law was modified to allow the University of Wisconsin-Milwaukee to charter public schools in the city of Milwaukee. Since then, the Board of Regents and the Chancellor of UW-Milwaukee have approved several charter schools, involving a variety of public and private partnerships working to improve educational opportunity and achievement for Milwaukee school children.

The Office of Charter Schools at UW-Milwaukee and Chancellor Santiago recommend that the United Community Center, Inc., (UCC) be granted a charter to operate a public school known as the Bruce Guadalupe Community School (BGCS). BGCS will be UW-Milwaukee's twelfth charter school. The Office of Charter Schools undertook an extensive review process that began in May of 2007. The review included an in-depth analysis of the BGCS Prospectus by the UW-Milwaukee Charter School Board and a three-step review of the BGCS Charter School Application by the UW-Milwaukee Charter Application Review Committee. The UW-Milwaukee Charter School Board, the UW-Milwaukee Charter Application Review Committee, and the Director of the Office of Charter Schools recommend approval of the charter school contract to allow BGCS to begin operating as a charter school in Fall 2009.

BGCS is presently a charter school authorized by the Milwaukee Public Schools (MPS). This charter terminates on June 30, 2009. UCC desires to charter with UW-Milwaukee because of the high expectations for student achievement that both institutions share and the positive relationships established between the Office of Charter Schools and the charter schools authorized by UW-Milwaukee.

REQUESTED ACTION

Approval of Resolution I.1.c., approving the charter school contract with the United Community Center, Inc., to operate a public school known as Bruce Guadalupe Community School, effective July 1, 2009.

SCHOOL DEVELOPMENT

BGCS is an established school with strong governance, excellent leadership and high academic achievement. It serves a largely Hispanic population from its campus at 1028 South 9th Street, Milwaukee, WI 53204. The United Community Center, Inc., is a Wisconsin, non-stock, not-for-profit corporation in good standing under Chapter 181 of the Wisconsin State Statutes and 501(c)(3) of the Internal Revenue Code. The school will be a Local Education Agency (LEA) for federal purposes and will act as its own school district. UCC's goal is to enhance and expand the educational, social and economic opportunities for residents of Milwaukee's Hispanic community and the near Southside by focusing on the developmental needs of children, youth and families.

The mission of BGCS, as a nonsectarian nonprofit, community-based school, which has provided quality education for more than 100 years, is to create an environment that fosters high expectations and excellence for all students. In addition to valuing the knowledge of language and culture, BGCS provides students with a clear sense of identity, a positive attitude toward learning, and effective communication skills. BGCS continues to encourage parental involvement as a vehicle for ensuring each student's success. The BGCS promotes and supports equal opportunity for all individuals regardless of race, color, ancestry, religion, gender, national origin, handicap or age.

BGCS's core beliefs are:

1. Parental involvement is a vehicle for ensuring student success.
2. High expectations and adequate support necessary to achieve them will promote positive behavior.
3. High quality teachers, supported with research-based, rigorous, and intellectually challenging curriculum, promotes learning.
4. A safe and inviting environment promotes learning.

For the 2006-07 school year, BGCS had a 95.3% daily attendance rate. 2006-07 Wisconsin Knowledge and Concepts test results for fourth graders show that 75% were proficient or advanced in reading, and 68% were proficient or advanced in mathematics. In grade eight, 91% were proficient or advanced in reading and 75% were proficient or advanced in mathematics.

GOVERNANCE

The Governance of the BGCS involves three entities: the UCC Board of Directors, the Education Committee (a subcommittee of the Board of Directors), and the Parental Involvement Committee (PIC). The UCC Board of Directors retains ultimate responsibility for ensuring BGCS's compliance with applicable laws and the charter contract. The UCC Board of Directors has final approval/responsibility over all school matters including: strategic direction, school policies, significant changes in teacher contracts, overseeing the hiring of school administrators and developing ways and means to achieve long-range goals. The UCC Board of Directors is made up of at least 5 individuals who are community members, such as business leaders, education leaders including university faculty and administrators, political and civic leaders, members of the medical community, volunteers, and one or more BGCS parents. The PIC President is a voting member of the UCC Board of Directors.

The UCC Board of Directors has delegated general oversight of BGCS to the Education Committee, a subcommittee of the UCC Board of Directors. The Education Committee of the Board is responsible for reviewing, providing recommendations for, and assuring the achievement of educational development for the school and students. The Education Committee is also responsible for overseeing the business and affairs of the School, including monitoring BGCS's programs and services, and developing, reviewing, and recommending financial and educational policies. The Education Committee delegates day-to-day management of BGCS to the Principal, who shall report directly to the Committee. The Education Committee is also responsible for providing the UCC Board of Directors with regular reports about its activities and the status of the School.

The Parental Involvement Committee is composed of at least five (5) BGCS parents. The President of PIC serves as the parent representative on the UCC Board of Directors. The PIC determines school fundraising activities to supplement school activities, ensures and encourages parental involvement in BGCS, and acts in an advisory capacity to the UCC Education Committee.

Board members are as follows:

Name	Occupation
Jose Olivieri President	Attorney Michael, Best & Friedrich
Elaine De Franco Olson Vice President	Attorney Northwestern Mutual
William Schwartz Secretary	Director of Development Interstate Partners LLC
Theodore Friedlander Treasurer	Community Volunteer
Ricardo Diaz Member	Executive Director United Community Center
Juan Ruiz Member	Deputy Director United Community Center
Richard Bibler Member	Rudolph Stone Associates
Patricia Cadorin Member	Senior VP- Corporate Communications Director Marshall & Ilsley Bank
Peter Coffey Member	Attorney Michael, Best & Friedrich
Roy Coleman Member	General Manager Harley Davidson Motor Co.
Roberto Cortes Member	Parish Consultant Archdiocese of Milwaukee
Joseph Delgadillo Member	President & CEO Wausau Financial Systems
Jose Delgado Member	CEO American Transmission Company
Cristina Hernandez-Malaby Member	Attorney Quarles & Brady, LLP

Deborah Hill Member	Senior Vice President Regional Manager US Bank
Keith Kolb Member	Managing Director Director of Public Finance Robert W. Baird & Co.
Robert Kraft Member	President & CEO OpenFirst, a Quad/Graphics Company
Jack Ladky Member	Chairman of the Board Emeritus Frank W. Ladky Associates, Inc.
Amelia Macareno Member	Exec.Vice President Merchants & Manufacturers BanCorp.
Agustin Ramirez Member	Chairman & CEO HUSCO International
Eric Reisner Member	VP, Strategic Programs Johnson Controls, Inc.
Larry Salustro Member	Community Volunteer Wisconsin Energy Corporation (retired)
Azara Santiago-Rivera Member	Associate Professor University of WI-Milwaukee
Mary Alice Tierney Member	VP of Communications Aurora Health Care

UNIQUE ASPECTS OF SCHOOL

The unique aspect of Bruce-Guadalupe Community School (BGCS) is its ability to provide a wide variety of services to students, families, staff, and community members through its affiliation with UCC. UCC operates youth and recreational programs (including an extended school day and 5-week summer session), human services, neighborhood development programs, adult education, geriatric services, health, nutrition, and fitness services, cultural art and many other programs from this campus. These programs provide a wide range of services for all age groups including preschool-aged siblings, parents, and grandparents of students. This broad array of supportive services offered at the campus creates smaller learning communities, personalized attention, and closer connections among students, parents, teachers, and community members. The supportive services offered on-site to family members of students and the community strengthens their connection to the school.

As a community-school that values students' cultural heritage, the school structure is designed to reflect the student population and the densely populated Hispanic neighborhood that surrounds the school buildings. The buildings and parking structures are Spanish-style and covered with murals created by Latino artists. Students are actively involved in activities, events, and projects related Latino Arts, Inc., and the Latino Geriatric Center (both located on campus) as another means to promote cultural heritage and intergenerational connections. The communication barriers found in most public schools between school staff and newly immigrant

Spanish-dominant children and their families are non-existent at BGCS due to 70% of campus staff (including school staff) being bilingual and bicultural and sensitive to their cultural needs.

BGCS is a learning organization. BGCS also offers a school culture where educators are offered the tools and training they need and the opportunity to collaborate and learn from others. Staff is also encouraged to try new solutions to problems and to experiment with new ideas and techniques. They access knowledge bases on how students learn, research best practices, and utilize discipline-based innovations. They continually broaden their repertoires in relevant areas and align their instruction and curriculum with student's needs. Administrators support and sustain growth by providing the time and resources for staff to develop and put into operation the knowledge and skills required to promote student achievement. Professional development is ongoing, job-embedded, and sensitive to educators' needs. Good teaching is honored by recognition through local and national awards nominations.

The school ambiance welcomes active parental involvement. Since many of the students come from Spanish-speaking backgrounds, meetings and written communications are conducted in both English and Spanish. Parental participation in decision-making and school events is encouraged by participation in the Parental Involvement Committee and the United Community Center Board of Directors. The supportive services offered to parents on site and the special attention that is paid towards offering a culturally appropriate and sensitive environment make them feel a sense of "home" in the BGCS school buildings.

ELEMENTS OF THE CONTRACT

The contract negotiated with the United Community Center, Inc., meets all requirements of the UW-Milwaukee model charter school contract. The BGCS is prepared to operate in accordance with all applicable state and federal requirements for charter schools. The contract follows the approved model contract and contains additional information that make the contract more complete for the purpose of granting the charter. The major elements are as follows:

1. Article One – Definitions - Key terms of the contract.
2. Article Two - Parties, Authority and Responsibilities.
3. Article Three – Obligations of the Grantee. This section is important in that it recites the requirements of the law and how the grantee will meet those requirements. This includes such topics as: school leadership, a description of the educational program, methods to attain educational goals, school governance structure, licensure of professional personnel, health and safety, admissions, financial audits, discipline, insurance standards, and other topics.
4. Article Four – Additional Obligations. This section adds additional considerations that help define the school, its practices, UW-Milwaukee administrative fees, and financial reporting.

5. Article Five – Joint Responsibilities. This section details the review of the management contracts, methods of financial payments, and performance evaluation.
6. Article Six – Notices, Reports and Inspections. This section facilitates certain aspects of UW-Milwaukee’s oversight responsibilities.
7. Article Seven – Miscellaneous Provisions. Significant in this section are the Code of Ethics provisions (7.2).
8. Article Eight – Provision Facilitating UW-Milwaukee Research. This section sets forth the guidelines that UW-Milwaukee will use to conduct research into the concept of charter schools and their impact upon educational practice.
9. Article Nine – Revocation of Agreement by UW-Milwaukee. This section establishes how the contract might be defaulted by the grantee and reasons for revocation by UW-Milwaukee. This section is critical to the idea that a charter school can be closed for not complying with the law, contract conditions, or failure to meet its educational purpose(s).
10. Article Ten – Termination by the Grantee. This is the reverse of Article 9 describing how the grantee may, under specified circumstances, terminate the contract.
11. Article Eleven – Technical Provisions. This section details standard contract language for mutual protection of the parties.

The attached contract represents the final phase of the chartering process for the Bruce Guadalupe Community School to be chartered under Wisconsin law by UW-Milwaukee. The Office of Charter Schools believes that the BGCS has the potential to make a positive difference in the educational lives of Milwaukee's children and is worthy of UW-Milwaukee charter status.

RELATED REGENT POLICIES

Regent Resolution 7905 (May 7, 1999).



Academic Affairs
Provost and Vice Chancellor

RECEIVED


JAN 30 2008

**Sr. Vice President
For Academic Affairs**

Chapman 215
PO Box 413
Milwaukee, WI
53201-0413
414 229-4501 *phone*
414 229-2481 *fax*
www3.uwm.edu/dept/acad_aff/

January 23, 2008

To: ✓ Rebecca Martin, Senior Vice President for Academic Affairs, UW-System
Ron Singer, Associate VP for Academic Affairs, UW-System

From: Rita Cheng 
Provost and Vice Chancellor

Re: Recommendation that the United Community Center, Inc. be granted a charter in order to operate a public school known as Bruce Guadalupe Community School.

The Office of Charter Schools has recommended to Chancellor Santiago and me that the United Community Center, Inc. (UCC) be granted a charter in order to operate a public school known as Bruce Guadalupe Community School (BGCS).

The development of BGCS was initiated by, United Community Center Inc., a non-sectarian, private, not for profit community service agency. BGCS will operate as an independent, public charter school organized as a non-stock corporation under Chapter 181 of the Wisconsin State Statutes at 1028 South 9th Street, Milwaukee, WI 53204

The mission of UCC is to enhance and expand the educational, social and economic opportunities for residents of Milwaukee's Hispanic community and the near Southside by focusing on the developmental needs of children, youth and families.

The mission of BGCS, as a nonsectarian nonprofit, community-based school, which has provided quality education for more than 100 years, is to create an environment that fosters high expectations and excellence for all students. In addition to valuing the knowledge of language and culture, BGCS provides students with a clear sense of identity, a positive attitude toward learning and effective communication skills. BGCS continues to encourage parental involvement as a vehicle for ensuring each student's success. The BGCS promotes and supports equal opportunity for all individuals regardless of race, color, ancestry, religion, gender, national origin, handicap or age.

BGCS's core beliefs are:

- 1. Parental involvement is a vehicle for ensuring student success**
- 2. High expectations, and adequate support necessary to achieve them will promote positive behavior.**
- 3. High quality teachers, supported with research-based rigorous and intellectually challenging curriculum, promotes learning.**
- 4. A safe and inviting environment promotes learning**

BGCS will serve approximately 750 students in grades 4K through 8. BGCS will offer a monolingual full-day education program. It's the School's commitment that each student become proficient in English while maintaining facility in Spanish. The Wisconsin Model Academic Standards will be used as guidelines for curriculum design. All curriculum and instructional methods utilized will be research based. Core subject areas include mathematics, reading, language arts, science, and social studies. Student progress will be measured and monitored through the Wisconsin Knowledge and Concepts Examination (WKCE) and Measures of Academic Progress (MAP), as well as student portfolios and progress reports.

For the 2006-07 school year, BGCS had a 95.3% daily attendance rate. 2006-07 Wisconsin Knowledge and Concepts test results for fourth graders show that 75% were proficient or advanced in reading, 68% were proficient or advanced in mathematics. In grade eight, 91% were proficient or advanced in reading and 75% were proficient or advanced in mathematics.

In addition to a regular school day BGCS will also provide students after school programming that includes tutoring and remedial education in core subject areas through a 21st Century Community Learning Center program. BGCS students will also be provided with an extended school year through a mandatory 5-week summer school program that includes a half-day of academics.

I am requesting that this be placed on the agenda for the Board of Regents Education Committee meeting in February 2008.

A copy of the contract has been transmitted electronically to UW System Academic and Students Services and to Pat Brady of UW System Office of the General Counsel.

If you have questions, please feel free to contact my office at (414) 229-4501 or Professor Robert Kattman, Director, Office of Charter Schools at (414) 229-5679.

**cc Carlos Santiago, Chancellor
Kirstin Goetz, University Legal Counsel
Robert Kattman, Director, Office of Charter Schools**

CHARTER SCHOOL CONTRACT

THE BOARD OF REGENTS
OF THE
UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)

AND

UNITED COMMUNITY CENTER, INC.
(Grantee)

CHARTER SCHOOL CONTRACT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
(d/b/a the University of Wisconsin-Milwaukee)
AND
UNITED COMMUNITY CENTER, INC.

This Contract is made by and between the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), located at P.O. Box 413, Milwaukee, WI 53201, and United Community Center, Inc. (the “Grantee”), located at 1028 South 9th Street, Milwaukee, WI 53204.

Whereas, the State of Wisconsin has created a Charter School program under the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the Chancellor of the University of Wisconsin-Milwaukee is authorized by s. 118.40(2r)(b), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board of Regents of the University of Wisconsin System; and

Whereas, on _____ the Board of Regents of the University of Wisconsin System has approved (i) the Chancellor’s grant of a charter to the Charter School to the Grantee and (ii) the Chancellor’s entering into this Contract with the Grantee for operation of the Charter School; and

Whereas, the University of Wisconsin-Milwaukee has established the Office of Charter Schools to serve as the University’s administrative unit to implement the provisions of s.118.40, *Wisconsin Statutes*, and to carry out the University’s oversight responsibilities under the statute; and

Whereas, it is the intention of the Chancellor of the University of Wisconsin-Milwaukee to grant charter school status to qualified non-profit organizations that can bring quality educational services to the children residing within the City of Milwaukee, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the mission of the University of Wisconsin-Milwaukee includes research and the dissemination of knowledge that results from research, and the particular mission of its School of Education is research on reforms in urban education; and

Whereas, the Office of Charter Schools has been organized to cooperate with community organizations, parent groups, educators and other individuals who are committed to improving the quality of education for children in the City of Milwaukee; and

Whereas, the Parties (as defined below) have successfully negotiated this Contract as a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the

provisions specified under sub. (1m)(b) 1. to 14. and sub. (2r)(b), and additional provisions as authorized by sub. (2r)(b);

NOW THEREFORE,

- A. As contemplated under Wis. Stat. § 118.40(2r)(b), the Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), hereby establishes by charter the Charter School to be known as Bruce Guadalupe Community School; and
- B. The Chancellor, on behalf of and with the approval of the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), hereby enters into this Contract with United Community Center, Inc. and thus hereby authorizes the Grantee to operate the Charter School; and
- C. In consideration of this grant, the Chancellor, on behalf of the University of Wisconsin - Milwaukee and with the approval of the Board of Regents of the University of Wisconsin System, and the Grantee (each as defined below), hereby agree as follows:

ARTICLE ONE

DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (1) “Applicable Law” means all federal, state, and local law now or in the future applicable to Wisconsin charter schools.
- (2) “Board” or “Board of Regents” means the Board of Regents of the University of Wisconsin System.
- (3) “Chancellor” means the Chancellor of the University of Wisconsin-Milwaukee or any designee of the Chancellor.
- (4) “Office” means the Office of Charter Schools at the University of Wisconsin-Milwaukee, and for the purposes of this contract, is a designee of the Chancellor.
- (5) “Charter School” and “School” and “BGCS” mean a school to be known as Bruce Guadalupe Community School, which is under the control of the Grantee, a Wisconsin nonstock, nonprofit corporation.
- (6) “Day” shall mean calendar day,

- (a) The first day shall be the day after the event, such as receipt of a notice, and
 - (b) Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- (7) “Department” means the Department of Public Instruction of the State of Wisconsin.
 - (8) “District” means the Milwaukee Public School District, which is a First Class City School System operating pursuant to Wis. Stat. ch. 119, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
 - (9) “Grantee” and “UCC” means United Community Center, Inc., a nonprofit, nonstock corporation duly organized and existing under the laws of the State of Wisconsin.
 - (10) “Parties” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Grantee, through their designated representatives.
 - (11) “School Board” means the UCC’s Education Committee, a subcommittee of the United Community Center, Inc.’s Board of Directors.
 - (12) “University” means the Board (d/b/a the University of Wisconsin-Milwaukee) and the Chancellor acting as the Board’s representative.

ARTICLE TWO

PARTIES, AUTHORITY AND RESPONSIBILITIES

Section 2.1 The Parties to this Contract are the University and the Grantee.

Section 2.2 The University.

- (1) Under the authority of Wis. Stat. § 118.40(2r), the University, with the approval of the Board, hereby grants to the Grantee a charter to operate a Charter School under the terms and conditions of this Contract.
- (2) On behalf of the University, the Chancellor shall exercise all oversight responsibilities as set forth in this Contract.
- (3) The Chancellor may conduct research as set forth in Article Eight and elsewhere in this Contract.

Section 2.3 The Grantee. The Grantee is responsible and accountable for performing the duties and responsibilities associated with the Charter School assigned to it under this Contract.

Section 2.4 The Parties agree that the establishment of the Charter School shall have no effect on the liability of the University other than as to those obligations specifically undertaken by the University herein. The University thus shall not be liable to any person not a Party to this Contract on account of the establishment or operation of the Charter School. Further, the University assumes no obligation with respect to any officer, director, employee, agent, parent, guardian, student, or independent contractor of the Grantee or the Charter School, or any other persons receiving services from or doing business with the Grantee.

ARTICLE THREE

OBLIGATIONS OF GRANTEE UNDER WISCONSIN STATUTES SECTION 118.40

Section 3.1 With regard to the requirements for Charter Schools set forth in Wis. Stat. § 118.40(2r)(b)1. to 14., the Grantee hereby agrees to operate the Charter School in compliance with all of the following specifications:

- (1) The name of the person who is seeking to establish the Charter School:

Mr. Ricardo Diaz, Executive Director, United Community Center, Inc.

- (2) The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided:

Ms. Mary Beth Kuxhause will serve as the BGCS Principal. The School Principal will be responsible for the overall supervision of the School, including curriculum design, instruction, and assessment, under the guidance of and reporting to Mr. Diaz and to the School Board. Mr. Diaz reports to the UCC Board of Directors. All School employees will report to the Principal. In the event there is a change in the Principal of the Charter School, or Executive Director of the UCC, or a material change in the leadership of the Charter School as described in this subsection, the Grantee agrees to notify the Office and the Department immediately of the change. The Grantee shall provide the Office with a copy of the curriculum vitae of the Principal and the Executive Director.

- (3) A description of the educational program of the School:

BGCS offers and will continue to offer a monolingual full-day education program to students from K4-8th Grade. It's the School's commitment that each student become proficient in English while maintaining facility in Spanish. The Wisconsin Model Academic Standards will be used as guidelines for curriculum design. All curriculum and instructional methods utilized are research based. Core subject areas include Mathematics, Reading, Language Arts, Science, and

Social Studies. Student progress is and will continue to be measured and monitored through the Wisconsin Knowledge and Concepts Examination (WKCE) and the Iowa Test of Basic Skills (ITBS), as well as student portfolios and progress reports.

In addition to a regular school day BGCS also provides students after school programming that includes tutoring and remedial education in core subject areas through a 21st Century Community Learning Center program. BGCS students are also provided with an extended school year through a mandatory 5-week summer school program that includes a half-day of academics.

The following table demonstrates the core subject area curricular programs that are used for each grade level; however, BGCS retains the right to change the below identified text series at their discretion.

Grades	Curriculum
K4, K5	Reading & Language Arts: SRA Language for Learning and Reading Mastery (Direct Instruction) Saxon Early Learning Mathematics: Saxon Mathematics Both series are teacher directed with explicit instruction
Grades 1 & 2	Reading & Language Arts: SRA Reading Mastery 1 and 2 (Direct Instruction) Mathematics: Saxon Mathematics Science: Carolina Curriculum Social Studies: Harcourt Brace
Grades 3, 4, 5	Reading & Language Arts: Houghton Mifflin series Trade books for Guided Reading Mathematics: Saxon Mathematics Science: Carolina Curriculum Social Studies: Harcourt Brace
Grades 6, 7, 8	Reading & Language Arts: Trade books and novels Mathematics: Saxon Mathematics including Algebra Science: Carolina Curriculum Social Studies: Harcourt Brace

The Charter School shall pursue and make reasonable progress toward the achievement of the academic and non-academic goals set forth in the Application and in the Annual Accountability Plan described in Section 5.3 of this Agreement.

- (4) The methods the School will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01, including a description of how pupils with disabilities will be served:

The main instructional methodology utilized by BGCS faculty will include:

- (a) *Teacher Directed Instruction:* Includes Direct Instruction, demonstrations, modeling, discussion, feedback on performance, and lecture. In a teacher directed classroom, the teacher plans, shapes, and guides the learning process.
- (b) *Small Group Instruction:* Practiced in the Reading and the Language Arts area. Students are divided in to smaller groups according to their ability in order to meet the different needs of each individual learner. Students are provided explicit instruction by the teacher utilizing Direct Instruction methods.
- (c) *Small Flexible Group Instruction:* Practiced in the Mathematics area. Students with continuously grouped and regrouped according to specific goals, activities, and individual needs.
- (d) *Whole Group Instruction:* Practiced in Mathematics, Social Studies, and Science content areas. Whole group instruction is used to introduce new materials and strategies to the entire classroom. Working with the whole class to introduce new concepts can build common experiences and provide a shared basis for further exploration, problem solving, and skill development.
- (e) *Mastery Learning:* Mastery learning is based on the concept that all students can learn when provided with conditions appropriate to their situation. The teacher directs a variety of group-based instructional techniques, with frequent and specific feedback as well as regularly correcting mistakes students make along their learning path. Subject matter is divided into units that have predetermined objectives or expectations. Students work through each unit in an organized fashion. Students must demonstrate mastery on unit assessments, typically 80% before moving on to the new material. Those who do not achieve mastery receive remediation through tutoring, peer monitoring, small group discussions, and additional homework. Students continue the cycle of studying until mastery is met.
- (f) *Daily Practice and Homework:* Teachers utilize this method to increase and maintain retention of information in content areas. Practice strategies include visualization, mnemonics, quick writes, and effective questioning. Homework assistance and additional practice of newly taught information is provided through after-school programming. Additionally, tips for homework completion are provided to parents so they are able to assist in this area.

BGCS will serve as the Local Education Agency (LEA). Students with special education needs are evaluated at entry and provided with an Individual Education Plan. This plan is reevaluated and updated every year. The IEP is also shared with the student's classroom teacher in order to make special accommodations according to his/her needs in the classroom. The School has and will continue to have a licensed full-time Special Education teacher and two Special Education assistants, one full-time and one part-time. Both pullout and inclusive programs

are and will continue to be available based on a student's specific needs. Teaching methods and strategies are according to a student's needs as recorded on an IEP. Various special needs areas include Emotional Behavioral Disorder (EBD), Specific Learning Disability (SLD), Other Health Impairment (OHI), Autism, and Speech and Language Disability.

A Special Services Team will meet weekly to address special needs student concerns related to IEPs, academics, home life, behavioral issues, etc. This team also will conduct all annual parental meetings and reevaluate IEPs on a timely basis. The Special Needs Administrator is responsible for ensuring compliance with the applicable provisions of Subchapter V of Section 115 of the Wisconsin Statutes which conforms the Wisconsin special education law and to the applicable requirements of the Individuals with Disabilities Education Act of 2004 (IDEA), as these laws are amended from time to time.

- (5) The method by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured:
- (a) BGCS utilizes and will continue to utilize a matrix at Grades 4 and 8 to determine if students meet Wisconsin Model Academic Standards. This Matrix includes student WKCE test scores, report cards and teacher input.
 - (b) The Charter School shall administer the examinations under Wis. Stat. §§ 118.30(1r) and 121.02(1)(r) to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the Office in such form as the District shall customarily transmit such data.
 - (c) With respect to examinations required under Wis. Stat. § 118.30(1r), the Parties hereby agree that, if the District's Board of School Directors shall develop or adopt any of its own examination(s) (in lieu of the Department's examination(s)) for administration to the District's pupils, the Charter School may elect to administer and transmit testing data for either the Department's or the District's examination(s). In that event, the Charter School shall provide the Office six months' notice of its plan to use such examination(s) and shall give the Chancellor a timely opportunity to comment on the intended change.
 - (d) The Charter School shall administer the Measures of Academic Progress testing program developed by the Northwest Evaluation Association ("NWEA"), or other assessment system approved by the Office, as annually designated by the Office. These assessments are designed to measure student progress and to provide information that can be used to improve teaching and learning. The Charter School shall cause such testing data to be transmitted to the Office in a timely manner. The University will contract with NWEA, or another designated provider, to

make the testing program available to the Charter School. The Charter School agrees to reimburse the University for any expenses relating to such assessment including but not limited to the following: a pro rata portion of NWEA's startup costs charged to the University; NWEA's annual per student licensing fee based on the Charter School's total number of individual students assessed; a pro rata portion of NWEA's Training Workshop(s) fee(s); and any additional individualized or customized training(s) provided to the Charter School. This reimbursement is in addition to and does not supersede any of the Charter School's other contractual obligations under Section 4.6 of this Agreement.

- (6) The governance structure of the School, including the method to be followed by the School Board to ensure parental involvement:

The Governance of the School involves three entities: the UCC Board of Directors, the Education Committee (a subcommittee of the Board of Directors) and the Parental Involvement Committee ("PIC").

- (a) UCC Board of Directors. The UCC Board of Directors retains ultimate responsibility for ensuring BGCS's compliance with applicable laws and this Agreement. The UCC Board of Directors has final approval/responsibility over all School matters including: strategic direction, School policies, significant changes in teacher contracts, overseeing the hiring of School administrators and developing ways and means to achieve long-range goals. The UCC Board of Directors is made up of at least 5 individuals who are community members, such as business leaders, education leaders including university faculty and administrators, political and civic leaders, members of the medical community, volunteers, and one or more BGCS parent(s). The PIC President is a voting member of the UCC Board of Directors
- (b) Education Committee. The UCC Board of Directors has delegated general School oversight to the Education Committee, a subcommittee of the UCC Board of Directors. The Education Committee of the Board is responsible for reviewing, providing recommendations for, and assuring the achievement of educational development for the School and students. The Education Committee is also responsible for overseeing the business and affairs of the School, including monitoring the School's programs and services, and developing, reviewing, and recommending financial and educational policies of the School. The Education Committee shall delegate day-to-day management of the School to the Principal, who shall report directly to the Committee. The Education Committee is also responsible for providing the UCC Board of Directors with regular reports about its activities and the status of the School.

The Education Committee of the Board is made up of at least 5 individuals and shall include at least 1-2 members of the UCC Executive Board, four BGCS parent representatives, including the PIC President, and/or other community members. Members of the Education Committee will be appointed by the UCC Board of Directors for a 2 year term.

- (c) **Parent Involvement Committee.** The PIC involves BGCS parents and is composed of at least five (5) parents. The President of PIC serves as the parent representative on the UCC Board of Directors. The PIC determines School fundraising activities to supplement School activities, ensures and encourages parental involvement in the School, and acts in an advisory capacity to the UCC Education Committee.

- (7) Subject to Applicable Law, the qualifications that must be met by the individuals to be employed in the School:

All staff are required to provide a copy of their DPI issued teaching license in their appropriate area of teaching, which will be maintained in their personnel folder at the UCC Human Resources Department. Staff are also responsible for providing proof of continuous education necessary to maintain their license. BGCS will only hire staff who have a DPI issued teaching license in their appropriate discipline. This is stated in all teacher contracts.

All school personnel for whom licensure is required under Wis. Stat. §§ 118.19(1) and 121.02(1)(a)2 shall hold a license or permit to teach issued by the Department. Notwithstanding the foregoing, however, the Parties acknowledge and agree that the Charter School is not an instrumentality of the District, and thus that the Charter School is not subject to requirements arising in connection with Wis. Stat. §§ 118.40(7)(a) and 118.40(7)(am).

- (8) The procedures that the School will follow to ensure the health and safety of the pupils:

BGCS offers and will continue to offer its students the followings services, which are provided through the Columbia College of Nursing on-site health clinic, El Centro de Salud:

- (a) **Health Screenings:** All students receive Vision, Hearing, Dental, Blood Pressures, and Body Mass Index (BMI) screenings. The Denver II developmental screening will be provided to all kindergarten students. Screening concerns are shared with parents who are then referred for a follow-up visit with their own healthcare provider.
- (b) **Immunizations:** El Centro de Salud is an approved site for state sponsored Free Vaccines for Kids program. Immunizations are obtained from the State of Wisconsin Immunization Program and are given to students who have no health insurance according to each student's

individual needs. Using a continuous surveillance system, that includes reminders to parents, many students receive their needed immunizations from their own healthcare providers.

- (c) **Physical Examination:** Sports physicals are provided to BGCS students and students in UCC sports teams. Physicals are also provided to students entering K4.
- (d) **Mental Health Support Groups and Individual Counseling:** Students identified as having mental health needs by BGCS faculty are referred to El Centro de Salud. With parental consent, these students participate in weekly group sessions conducted by nursing students under the supervision of a mental health nurse faculty from the Columbia College of Nursing. The sessions help students perform better in school, cope, and learn effective social skills. Some groups focus on topics such as Alternatives to Anger, My Favorite Things, Sharing Secrets, etc. The groups are kept intentionally small (3-4 per group) to accommodate each students individual needs.
- (e) **Nutrition Program:** As an increased concern regarding the high incidence of diabetes and heart disease in Hispanics and several years of El Centro de Salud's data on weights of children, BGCS has instituted the following changes: (a) adding more fresh fruits and vegetables to the School lunch program, (b) no longer soliciting outside food vendors, (c) removing soda and snack machines from the building, and (d) initiating a campus committee that evaluates nutritional data and makes recommendations. Furthermore, BGCS also provides and will continue to provide a program that teaches nutrition in the classrooms.
- (f) **Head Lice Program:** All students are screened at the beginning of each school year and throughout the year as necessary for head lice. Parents are sent information about providing a physical environment to prevent recurrence.
- (g) **Health Education:** Health Education that includes topics such as exercise and nutrition, talking to strangers (safety), hand washing, hygiene, tobacco/drugs/alcohol, and sexual health are provided in the BGCS classrooms.

BGCS ensures the safety of all students through the following methods:

- (a) A School Crisis Plan that includes a Crisis Management Team, school phone chain, and other available resources.
- (b) Fire drills conducted monthly without prior warning.
- (c) Providing a school site zone, which provides safety for pupils from vehicular traffic at the beginning and end of the school day complete with crossing guards. All students are loaded and unloaded at this designated area.
- (d) K4, and K5 students have to be signed in and out by parent/guardian or parent designated emergency contact.

- (e) Security personnel monitor the School and surrounding campus daily from 7 a.m. to 8 p.m.
- (f) Security cameras monitor all facilities including the parking lots.
- (g) Visitors are required to enter through the main UCC entrance lobby area, and then report to the School's main office.
- (h) All other entrances are secured with only key personnel having access to them through key cards.
- (i) Students receive education on safety topics such as "Stranger Danger" through the Health Education Program.

The Charter School shall also comply with all Applicable Laws. In addition, Wis. Stat. § 118.32, which prohibits a strip search of a pupil, shall apply to the Charter School.

- (9)** The means by which the School will achieve a racial and ethnic balance among its pupils that is reflective of the District population:

BGCS is open to all District residents regardless of race, color, ancestry, religion, gender, national origin, handicap or age. The neighborhood within which BGCS is located is diverse, and students living in the attendance area of the School will be encouraged to apply for admission so that the School reflects racial and ethnic balance within the neighborhood.

- (10)** The requirements for admission to the School:

BGCS enrollment is open to all District residents. BGCS does not discriminate against students on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, emotional, or learning disability. Open enrollment begins in February for all grades and all students are placed on a waiting list. Siblings of current students and children of employees of the School will be given preference. Thereafter, based on availability, families are notified of acceptance, through a lottery system, to the School. Parents need to provide proof of residency (utility bills, apartment lease, etc.).

Student criteria for Kindergarten entry:

Students must be age 4 by September 1st for K4 enrollment

Students must be age 5 by September 1st for K5 enrollment

The Grantee acknowledges and agrees that, if the School receives funds under the federal Public Charter School Program, it must use a lottery to admit students if the School is oversubscribed, in which case the Grantee agrees to hold such lottery no later than 30 days prior to the start of each academic year.

- (11)** The manner in which annual audits of the financial and programmatic operations of the School will be performed:

The Grantee shall submit audited financial statements of the Charter School's operation, including an audited list of the revenues and expenditures in each of the following categories and subcategories, the auditor's management letters, and any exceptions noted by the auditors, to the Office annually beginning after the first full school year. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year on June 30. The Office shall provide the School with a list of the financial account detail to assist the School and its auditors in appropriately distributing revenue and expenditures within the following categories:

(a) Total Revenue

- (1) State per pupil aid
- (2) Special Education aid
- (3) Federal aid broken down by program source/title
- (4) Grants
- (5) Donations
- (6) Other

(b) Total Expenditures

- (1) Instruction including special education
- (2) Pupil services
- (3) Instructional support including curriculum development, library/media and faculty/staff development
- (4) School Board/Administration
- (5) Facilities
- (6) Contracted Services
- (7) Debt service
- (8) Other

(12) The procedures for disciplining students:

- (a) Discipline is the positive direction of behavior toward established standards of conduct, fully understood and based upon reason, judgment, and consideration of rights of others. Ideal discipline is self-directed and self-controlled. Schools, community, and parents share the responsibility for helping students develop self-discipline. When self-control falters and self-discipline fails, disciplinary forces from outside the individual must be imposed to protect the rights of others and to ensure uninterrupted instruction by teachers for students.
- (b) Levels of disciplinary action include but are not limited to the following:
 1. Conference with the student and/or parent
 2. In-school detention
 3. Suspension

4. Expulsion

(c) Procedures for imposing out-of school suspensions will include:

1. The Principal, or his or her designee, will hold a conference with student before decision is made for suspension. The Principal will inform the student that s/he is considering a suspension and the reasons for the suspension. The student shall be given an opportunity to deny or explain the circumstances. If the administration feels that the student's presence is of immediate danger of disrupting the School's orderly operation or the health and safety of the student or others, suspension could occur without a conference. In this case, parents/guardian or emergency contacts will be notified before the student is sent home.
2. If a suspension is imposed, the School shall notify the parents/guardians in writing that the student has been suspended, the reason(s) for the suspension, the dates of the suspension, and the appeal procedure. The notice will be sent home with the student as well as mailed. Where possible, notification also shall be provided by telephone if the School has been provided with a contact number for the parents/guardians.
3. Suspended students cannot enter the School property at any time during the suspension or participate in any school activities without prior authorization of the Principal or designee.
4. Suspensions are limited to three school days.
5. Suspended students are given the opportunity to take any quarterly, semester, or grading period examinations, or to complete course work missed during the suspension period.
6. Parents/guardians may appeal a suspension as set forth in Section 3.1(f)2 below.

(d) Procedures for expulsion will include:

1. If the Principal, or his or her designee, determine that the student's conduct merits expulsion, the Principal or his or her designee, may impose a suspension, or extend a current suspension, for up to a total of 10 school days.
2. During the suspension period, the School shall notify the parent(s) and/or guardian(s) in writing that the student is being considered for expulsion, has been suspended in connection with an expulsion determination, list the reason(s) for the expulsion consideration, the dates of the suspension and expulsion conference and the appeal procedure. The notice will be mailed to the student's parent or legal guardian.
3. Within the suspension period, the Principal will offer to hold a conference with the student and his or her parents/guardian, where

the student shall be given an opportunity to deny or explain the circumstances.

4. If expulsion is imposed, the School shall notify the parents/guardians in writing that the student is expelled, the reason(s) for the expulsion, the effective date of the expulsion, and the appeal procedure.
5. Expelled students cannot enter the School property or participate in any school activities at any time without prior authorization of the Principal or designee.
6. Parents/guardians may appeal an expulsion as set forth in Section 3.1(f)3 below.

(e) Conduct for which a student may be suspended or expelled, includes, but is not limited to, the following:

1. Knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any School or UCC property by means of explosives.
2. Conduct by the student while at School or while under the supervision of a School authority that endangers the property, health or safety of others.
3. Conduct while not at School or while not under the supervision of a School authority that endangers the property, health or safety of others at School or under the supervision of a school authority or endangers the property, health or safety of any employee or School board member of the School, Education Committee or UCC Board member.
4. Classroom disruption
5. Chronic disruption or violation of school rules
6. Gang posturing which provokes an altercation
7. Involvement in gang fight- exchange of blows
8. Verbal abuse and use of profanity
9. Verbal abuse and harassment
10. Sexual harassment
11. Fighting- physical exchange
12. Assault
13. Hazing
14. Reckless vehicle use
15. Battery
16. Extortion
17. Robbery
18. Sexual assault
19. False fire alarms
20. Possession/ownership/use of a weapon other than a gun
21. Bomb threats
22. Possession/ownership/use of a gun

- 23. Vandalism
- 24. Possession of stolen of property
- 25. Theft
- 26. Burglary
- 27. Arson
- 28. Possession/ownership/use of alcohol
- 29. Possession/ownership/use of illegal drugs
- 30. Possession with intent to distribute illegal drugs/alcohol/prescribed medication

(f). Appeal Process for Disciplinary Action:

- 1. In-School Disciplinary Actions. Should a parent or guardian disagree with disciplinary action of the School, other than suspensions or expulsions, the parent/guardian may appeal to the Principal by arranging an appointment with or by writing to the Principal. If the parent is dissatisfied with the result of the appeal to the Principal, the parent may appeal to the UCC Executive Director. Appeals to the Executive Director must be filed in writing, within three (3) school days of receipt by the parent of the Principal's decision on appeal. The Executive Director's decision is final as to in-school disciplinary actions.
- 2. For Suspension. Parents will make a formal appeal, in writing, to the Principal. The appeal must outline the reasons for appealing the disciplinary action. The appeal must be made within three (3) school days of the notice of disciplinary action. A conference that includes School administration will be scheduled within three school days of receipt of the appeal. The Principal will issue his/her decision on appeal in writing with two (2) school days of his/her conference with the parents/guardians. If the parents/guardians are dissatisfied with the Principal's decision on appeal, they may appeal to the Education Committee in writing within two (2) school days. A parent/guardian conference with the Education Committee will take place within a reasonable time, but not later than the next regularly scheduled Committee meeting. All decisions of the Education Committee on suspension shall be in writing and are final.
- 3. For Expulsion. Parents/guardians may appeal an expulsion within three (3) school days of receiving notification of the expulsion being issued. This appeal will be made to the Principal by providing a written appeal statement. A conference that includes School administration will be scheduled within three (3) school days of receipt of the appeal. The Principal will issue his or her decision on appeal in writing within two (2) school days of his or

her conference with the parents/guardians. If parents/guardians are dissatisfied with Principal's decision, they may request a disciplinarian expulsion hearing before the Education Committee, which will be held within five (5) school days of the request. The Principal will provide written notice of the hearing to the parent/guardian, including the particulars of the student's alleged conduct upon which the expulsion proceeding is based; the grounds for expulsion; the time and place of the hearing; and that the Committee shall keep written minutes of the hearing. All decisions of the Education Committee on expulsion shall be in writing, shall state the specific findings of fact and conclusions in support of the decision, and are final.

- (g) **Students with Disabilities.** Students with disabilities may be disciplined in accordance with applicable state and federal law.

In addition, Wis. Stat. § 118.31, which prohibits corporal punishment of pupils, shall apply to the Charter School.

- (13)** The public school alternatives for pupils who reside in the District and do not wish to attend or are not admitted to the Charter School:

Under Wis. Stat. § 118.40(6), no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend the District's schools.

- (14)** A description of the School's facilities and the types and limits of the liability insurance that the School will carry:

BGCS is located on the UCC campus. It has an Elementary School wing and a Preschool wing that are attached to the Main UCC Administration building and a separate Middle School building. All buildings are and will continue to be asbestos free, clean, bright, airy, and free of graffiti.

The Preschool wing was constructed in 1997 and portions were expanded and remodeled in 2002 and 2007. The Preschool wing has 12 classrooms (four classrooms each for Grades K4 and K5), a preschool main office (for the Preschool Director and Secretary), and office for the Speech Pathologist.

The Elementary School wing was constructed in 1993. The Elementary School wing has a total of 15 classrooms (three classrooms each for Grades 1-5), a main office (that includes space for school secretaries and two separate offices for an Elementary School Principal and assistant Principal), a kitchen and cafeteria, teacher's lounge, art and music rooms, a library, a specialized reading room, computer center, print shop, and several other offices for Guidance and Special Education staff.

The Middle School was completed in 2002. The BGCS Middle School is located close to the BGCS Elementary School wing and has three levels. All classrooms are located on the second and third floors with students rotating from one classroom to the other according to content areas and their schedule. The main level of the building includes a main office area that includes several offices for administrative staff and a conference room, a gymnasium, kitchen and cafeteria, large group instruction area, art and music/band rooms, and separate boys and girls locker areas. In addition to classrooms on the second level, there is also an area for technical education, family consumer education, and graphics, and a teacher's lounge. The third level includes classrooms, a small group area, library, communication room, and two different computer areas.

In addition to the facilities mentioned above, BGCS also has the ability to use many of the UCC's facilities. Some space that is currently being used by BGCS includes the UCC gymnasium (utilized by Elementary and Preschool programs), the Latino Arts Auditorium and Art Gallery, Centro de Salud Health Center, UCC computer labs, the UCC Teen Center and lounge, and outdoor space for recreation that includes use of the Walker's Square Neighborhood Park located in front of the UCC campus.

All BGCS and UCC facilities are handicap accessible with automatic doors and ramps at entrance, elevators, and handicap accessible toilet stalls in some bathrooms.

The Grantee shall provide the Office with evidence of a lease or ownership of the School premises in accordance with the provisions of Section 7.4 of this Contract.

The Grantee shall provide the following minimum liability insurance coverages with limits in respect to the Charter School as set forth below:

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Commercial General Liability (which must delete any X, C, and U exclusions and must include coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising	\$1,000,000
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Medical Expense	\$5,000
B. Auto Liability	

	Combined Single Limit	\$1,000,000 each accident
C.	Umbrella (providing excess employer's liability, general liability and auto liability coverage)	
	Each Occurrence Limit	\$5,000,000
	General Aggregate Limit	\$5,000,000
D.	Worker's Compensation	
	Worker's Compensation	Statutory Coverage
E.	School Leader's Errors & Omissions/Educator's Legal Liability	
	Aggregate Limit	\$2,000,000
F.	Fidelity Bond Coverage (for the employees, School Board members, UCC Board Members, and management companies who are responsible for the financial decisions of the Charter School, including but not limited to the CEO)	
	Limit per Loss	\$500,000

The "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" shall be named as an additional insured under the insurance policies described in section A above. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office annually, prior to the start of each academic year; specifically, the certificate holder shall be the Board of Regents of the University of Wisconsin System, c/o UWM Office of Charter Schools, Enderis Hall Room 582, P.O. Box 413, Milwaukee, WI 53201. A specimen policy for each of the aforementioned insurance requirements shall also be provided to the Office annually. The insurer may not cancel any of the aforementioned insurance requirements prior to the expiration date thereof with less than 60 days notice, and the certificate of insurance shall reflect this requirement. The certificate of insurance must specifically identify any exclusions in any of the aforementioned coverages. Should the Grantee be unable to obtain any of the aforementioned coverages, the Grantee may seek a written waiver of the above provisions from the University's Risk Manager by directing such a request to the Office. Under no circumstances is the Board's right to recovery of damages limited to the fact that it is named as an additional insured under the insurance policies noted above.

The Grantee shall require subcontractors of the Charter School to be insured and provide a certificate of coverage providing for the following:

A. Workers Compensation	Statutory Coverage
B. Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000
Products-Completed	
Operations Aggregate	\$1,000,000
C. Automobile Liability	
Combined Single Limit	\$1,000,000

In addition, for high risk subcontractors providing the following services: air charter, asbestos abatement, building construction and remodeling, custodial, daycare, elevator maintenance, manual food service, medical services, recreational services/high risk entertainment, refuse transportation and disposal, security, and transportation of people, the Grantee shall require subcontractors to provide a certificate of additional coverage for the coverage and in the amounts described in the UW-System Risk Management Manual, the relevant portion of which is attached hereto at Appendix A. Should the Grantee be unable to obtain proof of insurance as required in this subsection from a particular subcontractor, the Grantee may seek a written waiver of the above provisions from the University's Risk Manager by directing such a request to the Office.

For the purposes of this subparagraph, "subcontractor" is defined as any third party or entity with which the Grantee contracts for the provision of goods or services related to the School, whose employees or representatives will have face-to-face contact with students, staff, or the School site, and which subcontractor is not expressly covered by the Grantee's own liability insurance coverage as described above.

- (15) The effect of the establishment of the Charter School on the liability of the University:
- (a) The University shall not be liable to any person not a Party to this Contract on account of the establishment or operation of the Charter School. Further, the University assumes no obligation with respect to any officer, director, employee, agent, parent, guardian, student, or independent contractor of the Grantee or the Charter School, or any other persons receiving services from or doing business with the Grantee.
 - (b) The Parties agree that nothing contained in this Contract will create any association, partnership, or joint venture between the Parties, or any employer-employee relationship between the University and the Grantee or the Charter School.

- Section 3.2 Nonsectarian Practices. The Charter School shall be nonsectarian in all its programs, admissions policies, employment practices and all other operations.
- Section 3.3 Tuition. To the extent provided in Wis. Stat. § 118.40 *et seq.*, the Charter School shall not charge tuition.
- Section 3.4 Anti-discrimination. The Charter School may not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

ARTICLE FOUR

ADDITIONAL OBLIGATIONS OF THE GRANTEE

The Grantee hereby covenants to undertake the following:

- Section 4.1 Compliance with Applicable Law. The Charter School shall comply with all Applicable Law, which may change from time to time and which may include, but is not limited to, the following laws:

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7;
- (2) Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*;
- (3) Age Discrimination Act of 1985, 42 U.S.C. § 6101 *et seq.*;
- (4) Section 504 of the Rehabilitation Act of 1974, 29 U.S.C. § 794, and the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213.
- (5) Individuals with Disabilities Education Act, 20 U.S.C. § 1400-1485 *et seq.*
- (6) Family Education and Privacy Rights Act, 20 U.S.C. § 1232(g);
- (7) Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*;
- (8) Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655; and
- (9) No Child Left Behind Act of 2001, 20 U.S.C. §§ 6301-6578, and its implementing regulations, 34 C.F.R. § 200 *et seq.*

If the Applicable Law requires the Office to take certain actions or establish requirements with respect to the Grantee, the Grantee shall cooperate with those actions and comply with those requirements. In particular, the Grantee agrees to comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the No Child Left Behind Act of 2001 (the "NCLB") and its implementing regulations established by the U.S. Department of Education, which currently include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if the Grantee is identified for school improvement, and meeting the highly-qualified teachers and paraprofessional requirements.

- Section 4.2 Non-profit Status. The Charter School shall be created, maintained, and operated by the Grantee, a nonstock corporation created under chapter 181, Wisconsin

Statutes. The Grantee shall provide to the Office documentary evidence that it is a nonstock organization in good standing under the laws of the State of Wisconsin, including a copy of its By Laws, by the date this Contract is executed. The Grantee shall remain a nonstock corporation under the laws of Wisconsin for the duration of this Contract and shall from time to time (but not more often than annually) after the date this Contract is executed, as the Chancellor requests, provide the Office documentary evidence that confirms its good standing and its nonstock status. The Grantee shall apply for and obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986.

Section 4.3 Background Screening. The Grantee shall, at its own expense, perform or cause to be performed background screening through the State of Wisconsin Department of Justice of all full- and part-time employees and volunteers engaged at the Charter School as teachers or otherwise having access to pupils, and shall not assign any employee or volunteers to teach or otherwise to have access to pupils until the Grantee or its designee investigates and determines that there is nothing in the disclosed background of the employee or volunteer which would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee or agent, including volunteers. For purposes of this Section, “volunteer” shall mean a non-paid person who serves at the Charter School and who provides services on a regular and ongoing basis for more than 5 hours per calendar week, but shall not under any circumstances include any parent of a student enrolled in the Charter School, unless the parent is employed by the Charter School.

Section 4.4 Employment of Personnel. The Grantee or its agents or designees shall contract with personnel in accordance with all state law requirements regarding certification and qualifications of employees of public schools, including but not limited to, Wis. Stat. § 118.19 and Wis. Stat. § 121.02. The Grantee shall provide to the Office a copy of all faculty and staff certification reports filed with the Department, including but not limited to the Fall Staff Report (Report No. PI-1202), showing that such personnel are licensed as required by this section or have applied for licensure from the Department. The Grantee or its designee shall make available to the Office, upon request, all licenses, certifications, and employment contracts for personnel engaged at the Charter School.

Section 4.5 [Omitted.]

Section 4.6 Administrative Fee.

- (1) The Grantee shall pay to the University annually an administrative fee to reimburse the University for the actual direct and indirect costs of administering this Contract during each period of July 1 to June 30 during the term of this Contract, which actual costs shall include but not be limited to execution of the

University's oversight responsibilities. Actual costs shall not include research fees. The administrative fee shall be determined by the University but shall not exceed 3% of the amount paid to the Grantee each year by the Department under Article Five, Section 5.2 of this Contract.

- (2) Not later than June 1 of each year during the term of this Contract, the University shall provide the Grantee with an itemized budget showing the University's best estimate of its proposed total expenditures for administering the Contract during the upcoming period of July 1 to June 30. The Grantee shall thereafter pay to the University the amount of such proposed total expenditures, doing so in four (4) equal payments, each due within ten (10) days after the Grantee shall have received from the Department a quarterly payment payable under Wis. Stat. § 118.40(2r)(e).
- (3) In addition, not later than October 1 of each year during the term of this Contract, the University shall provide the Grantee with an end of year financial statement showing the University's actual total expenditures for administering the Contract, as provided in this Section 4.6, during the period of July 1 to June 30 then just completed. Within ninety (90) days after the Grantee receives such end of year financial statement, the University shall pay to the Grantee, or the Grantee to the University, as the case may be, the difference between (i) the amount of the University's actual total expenditures during the period of July 1 to June 30 summarized in such end of year fiscal statement and (ii) the amount paid by the Grantee with respect to such period. Any reconciling payments made by Grantee pursuant to this Section 4.6(3) shall, however, remain subject to the 3% cap on aggregate administrative fees imposed by Section 4.6(1).

Section 4.7 Student Activities and Rental Fees.

- (1) The Charter School may assess reasonable pupil fees for activities such as field trips and extracurricular activities, which fees shall not exceed the actual cost to provide such activities. The Charter School may also assess reasonable rental fees for the use of such items as towels, gym clothing, and uniforms, which fees shall not exceed the actual cost to provide such items. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such a pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.
- (2) The Charter School may require its pupils to purchase and wear uniforms, but no Party shall profit from the sale of uniforms to pupils.

Section 4.8 Transportation Contracts. The Grantee may enter into contracts with other school districts or persons, including municipal and county governments, for the transportation of Charter School students to and from school and for field trips.

Section 4.9 Inspection of Charter School Facilities. The Grantee shall permit any designee(s) of the Chancellor to inspect Charter School facilities at any time during the term

of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School.

- Section 4.10 Access to Charter School Records. Subject to Applicable Law, the Grantee shall grant any designee(s) of the Chancellor upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to pupil records and reports submitted by the Grantee to the Department, at any time within normal business hours during the term of this Contract; provided, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school. The Grantee shall provide the Office with a copy of any report submitted to the Department at the time of filing, including the reports identified in Appendix B. The Grantee also agrees to provide the Office with a copy of any and all Charter School records and documents within two (2) weeks of any reasonable request. To the extent that the Charter School provides any Charter School records to the University that are protected by privacy or confidentiality laws, the University agrees to abide by such laws as are applicable to the Charter School and not to disclose such records to any third party, except as required by law.
- Section 4.11 Financial Reports. As required under Section 3.1(11) of this Contract, the Grantee shall submit audited financial statements of the Charter School's operation, including an audited report of the Charter School's revenues and expenditures in each of the categories and subcategories listed in Section 3.1(11), the auditor's management letters and any exceptions noted by the auditors, to the Office annually. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year on June 30. Audits shall be conducted in accordance with generally accepted auditing standards and with the prevailing Government Auditing Standards issued by the Comptroller General of the United States. Audited statements shall be prepared in accordance with "Generally Accepted Accounting Principles" [GAAP]. In the case that the Grantee contracts with one or more management companies for the operation or administration of the Charter School, the report shall include the management companies' expenditures on behalf of the Charter School.
- Section 4.12 School Year Calendar. The calendar for each school year shall be submitted to the Office no later than the prior July 1 and shall be subject to the approval of the Chancellor or Chancellor's designee. The calendar must consist of no less than 180 days of instruction. If the Chancellor or Chancellor's designee does not notify the Grantee otherwise, the calendar shall be deemed approved 30 days after submission to the Office.
- Section 4.13 Grant Applications. The Grantee shall submit to the Office copies of any applications for grants made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 4.14 Authorization for Release of Department Reports. The Grantee hereby authorizes the Department to disclose and/or transmit to the Office upon the Office's request any information, data, or reports filed by the Grantee with the Department. Reports submitted by the Grantee to the Department include but are not limited to the Pupil Membership Audit, the Special Education Plan (Report No. PI-3200), the Third Friday in September Pupil Count Report (Report No. PI-1567-A), the School Performance Report, the Fall Staff Report (Report No. PI-1202), the Fall Enrollment Report (Report No. PI-1290), the Federal Collection: Special Education Child Count (Report No. PI-2197-A), the Second Friday January Pupil Count Report (Report No. PI-1567-B), the Course Offerings (Report No. PI-1215), the End of the Year AODA/Tobacco Report, and the ESEA Consolidated Application: Title I, Title II, Title III, Title IV, Title V Federal Funds.

ARTICLE FIVE

JOINT RESPONSIBILITIES OF THE PARTIES

The Parties agree to take the following actions:

Section 5.1 Operation or Management Contracts and Other Sub-contracts.

- (1) The Chancellor reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of the Charter School that the Grantee wishes to itself enter into with any third party not treated by the Grantee as an employee of the Grantee; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. An "Operation or Management Contract" is a contract (i) that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School and (ii) that contemplates an aggregate liability of more than \$50,000 per fiscal year.
- (2) The Grantee shall submit to the Office a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the Chancellor or the Chancellor's designee shall have approved (or be deemed to have approved) the same. The Chancellor or the Chancellor's designee shall have 30 Days after receiving the proposed Operation or Management Contract to review the document and to deliver to the Grantee a written statement approving or rejecting such contract. If the Chancellor or the Chancellor's designee does not within such 30 Days object in writing to the proposed contract, the contract shall be deemed approved. If the Chancellor or the Chancellor's designee rejects the proposed contract, however, the Chancellor or the Chancellor's designee shall also within the 30 Day review period hereunder advise the Grantee in writing of its specific objections to the proposed contract. The Grantee may thereafter modify (and remodify) the proposed contract and continue submitting the

modified contract for the approval of the Chancellor or the Chancellor's designee, which approval shall not be unreasonably withheld, conditioned, or delayed.

- (3) Every Operation or Management Contract shall: (i) be written and executed by both the Grantee and the third party; (ii) contain the third party's covenant to submit to the Office any documentation material to the Office's efforts to assist the Chancellor in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the Chancellor or the Chancellor's designee and the Grantee the right to inspect and copy at cost any and all records and documents directly related to the terms and conditions of this Contract, including pupil records. In addition, every Operation or Management Contract with a third-party provider of educational management services shall specify the nature and methods of compensation for such third-party provider of educational management services, and shall specify the methods and standards the Grantee shall use to evaluate the performance of the third party.

Section 5.2 Payments to Charter School. Upon execution of this Contract, the Chancellor shall notify the Department in a timely fashion of the Grantee's eligibility for funds under Wis. Stat. § 118.40(2r)(e). During the term of this Contract, the Grantee shall be paid by the Department the amount during each school year as specified by Wis. Stat. § 118.40(2r)(e) and applicable rules and policies of the Department.

Section 5.3 Performance Evaluation.

- (1) The University shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder, and market focus, information and analysis, process management, and organizational performance results as set forth in the Educational Criteria for Performance Excellence of the Baldrige National Quality Program. A description of the specific measures that shall be used to evaluate such areas shall be provided to the Grantee annually, no later than 60 days prior to the start of each academic year.
- (2) The Grantee shall provide to the University the following required reports, at the times described below:
 - (a) Strategic Plan. The Grantee must provide a strategic plan to the University by August 1 prior to the first year of the operation of the Charter School. The strategic plan should specify the mission and vision of the school, identify the target population of students, and establish strategic goals for the development of the school. The Grantee shall resubmit the strategic plan to the Office upon each revision. In addition, a revised strategic plan must be submitted to the Office by August 1 immediately following any renewal of the initial term of the Contract.

- (b) School and Organization Profile. No later than August 1 of each school year, the Grantee shall submit to the Office a school profile which provides general information about the school and its operations.
- (c) Annual School Accountability Plan. By the later of August 1 of each school year or ten (10) days following the date on which the Grantee receives written Wisconsin Knowledge Concepts Exam (“WKCE”) results for the most recently completed school year, the Grantee shall submit to the Office for approval a school accountability plan which sets forth, in measurable terms, goals for school improvement in the following school year. If the Charter School has not made Adequate Yearly Progress (“AYP”) under the NCLB, as determined by the State of Wisconsin, this plan shall include a detailed description of the Grantee’s plans to implement any of the responsive and/or corrective requirements of the NCLB in the following school year. The Grantee may amend its accountability plan, as appropriate, if the NCLB results are not available when it submits the plan.
- (d) Annual School Accountability Progress Report. By the later of July 1 of each school year or ten (10) days following the date on which the Grantee receives written WKCE results for the most recently completed school year, the Grantee shall submit a school performance report to the Office which states how the school has made progress on the goals identified in the school accountability plan established the prior year. This report shall include a description of how the Charter School is or is not meeting the State of Wisconsin’s definition of AYP under the NCLB and, if the Charter School has not made AYP in the past, a detailed description of the Charter School’s compliance with the responsive and/or corrective requirements of the NCLB in the prior year. The Grantee may amend its progress report, as appropriate, if the NCLB results are not available when it submits the report.

ARTICLE SIX

NOTICES, REPORTS AND INSPECTIONS

- Section 6.1 Notice of Annual Budget. The Grantee shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year no later than the June 30 immediately preceding the beginning of each such academic year.
- Section 6.2 Other Notices.
 - (1) Agendas and Meetings. If the Charter School shall itself be constituted as a corporation, it shall provide to the Office agendas and notice in advance of all

meetings of the Charter School's School Board and all meetings of UCC Board of Directors if Charter School business is on the agenda.

- (2) Governmental Agencies. The Grantee shall immediately notify the Office when either the Grantee or the Charter School receives any correspondence from the Department or the United States Department of Education that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings.
- (3) Legal Actions. The Charter School shall immediately report to the Office any litigation or formal legal proceedings in which the Charter School is a party or alleging violation of any Applicable Law with respect to the Charter School.

Section 6.3 Certain Reports. The Grantee shall at its expense provide such information and nonperiodic reports as the Office shall reasonably deem necessary to confirm compliance by the Grantee and the Charter School with the terms and conditions of this Contract.

Section 6.4 [Omitted.]

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.1 Athletic and Other Associations. The Charter School may, but shall not be required to, join any organization, association, or league as is customary for public schools in the State of Wisconsin which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 7.2 Code of Ethics. A member of the School Board, members of the UCC Board, and any of the officers of the Grantee directly involved in the implementation of the terms and conditions of this Contract (together "the board members") shall be subject to the following code of ethics:

"Anything of value" means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation paid by the Grantee for the services of a board member, or expenses paid for services as a board member, or hospitality extended for a purpose unrelated to Charter School business.

"Immediate family" means a board member's spouse and any person who receives, directly or indirectly, more than one half of his or her support from a board member or from whom a board member received, directly or indirectly, more than one half of his or her support.

- (1) No board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his or her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the board member, his or her immediate family, or any organization with which the board member is associated.
- (2) No board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his or her conduct of Charter School business would be influenced thereby.
- (3) No board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family, or for any other person or organization with which the board member is associated.
- (4) (a) If a board member, a member of a board member's immediate family, or any organization with which a board member is associated proposes to enter into any contract (including a contract of employment) or lease with the Grantee that may within any 12-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to Wis. Stat. § 118.40(2r)(e), such board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Grantee's entering into such contract or lease; provided, however, that such board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to board inquiries concerning such contract or lease.
- (b) Provided that the board member is not in a position to approve or influence the Grantee's decision to enter into such contract or lease and that the procedures set forth in Section 7.2 are observed, a board member may enter into a contract or lease described in Section 7.2(4)(a) if the board member shall have made written disclosure of the nature and extent of any relationship described in Section 7.2(4)(a) to the Office prior to entering into such contract or lease.

Section 7.3 Use of University Marks. Neither the Grantee nor the Charter School nor any of their sub-contractors may use the name, logo, or other mark designating the University without the expressed prior written consent of the Chancellor, nor may the name, logo, or other mark designating the Board of Regents of the University of Wisconsin System without the expressed prior written consent of the Board of Regents.

Section 7.4 Copies of Certain Documents. The Grantee shall provide to the Office at least 90 days before the start of a school year (1) copies of its lease or deed for the

premises in which the Charter School shall operate and (2) copies of certificates of occupancy and safety which are required by law for the operation of a public school in the State of Wisconsin. Further, the Grantee shall provide copies of all document identified in Appendix C, the School Opening Checklist, to the Office prior to the required deadlines. The Chancellor reserves the right to review and approve the sufficiency of such documents. The Office must certify in writing that the Grantee has submitted the documents identified in Appendix C in proper form and by required deadlines before the School may commence operations of its first academic year.

Section 7.5 Public Records. The Grantee agrees to manage and oversee the Charter School in accordance with all applicable federal and state public records laws. For purposes of this Contract, the Grantee shall be deemed an “authority” as defined in Wis. Stat. § 19.32(1) and shall be subject to the public records law provisions of Wis. Stat. Ch. 19, subchapter II.

Section 7.6 Open Meetings. The Grantee specifically agrees that the following meetings shall be open to the general public:

- (1) Submission of annual report to the School Board and UCC Board of Directors.
- (2) Approval of the annual budget of Charter School by the School Board and UCC Board of Directors.
- (3) All school admission lotteries.
- (4) Approval of the annual audit of Charter School by the School Board and UCC Board of Directors.
- (5) Annual open house.

The Grantee shall use its good faith efforts to provide reasonable notice of the above listed meetings to the parent/guardian of each student attending the Charter School and shall notify the public according to Wis. Stat. § 120.08(2)(b).

ARTICLE EIGHT

PROVISIONS FACILITATING UNIVERSITY RESEARCH

Section 8.1. Research. The Parties agree that the University may seek information from the Grantee and the Charter School for purposes of research. Prior to conducting such research, the University shall seek the Grantee’s prior written approval, which will not be unreasonably withheld. Information relevant to such research shall include, but not be limited to, the following:

- (1) Surveys. The University may survey individuals and groups (including but not limited to, parents, students, teachers, board members, others involved in the governance of the Charter School, and the public) concerning the performance of the Charter School, provided that such surveying (i) shall be done at the University's sole expense and (ii) shall not materially interfere with the orderly and efficient operation of the Charter School. The Grantee agrees to cooperate with the University's efforts to conduct such surveys. Employment contracts with teachers employed at the Charter School shall specify that they shall cooperate with such surveys.
- (2) Pupil Testing. The University may seek to administer to each pupil of the Charter School (other than kindergarten pupils), in connection with the pupil's first enrolling in the Charter School, a one-time examination designated by the University. Such examination shall be administered at the University's sole expense and shall not materially interfere with the orderly and efficient operation of the Charter School. The results of any such examination shall be promptly shared with the Grantee.
- (3) Parent/Guardian Evaluation Participation. The University may ask the parent and/or legal guardian of a pupil enrolled in the Charter School to participate in an evaluation or research, which may include their participation in an interview or responding to a questionnaire, about the performance of the Charter School. The Grantee shall use its good offices to urge that the parent and/or legal guardian to participate in such evaluation or research process, subject to their consent.
- (4) Research Observers. The Grantee agrees to accept on the Charter School's premises research observers designated by the University to serve as observers of the activities of the Charter School, provided that the activities of such research observers shall not interfere with the orderly and efficient conduct of education and business at the Charter School. Costs and expenses incurred for the evaluation activities of such observers shall be reimbursed to the University as part of the reimbursement owing under Section 4.6 of this Contract.

ARTICLE NINE

REVOCATION OF CONTRACT BY THE UNIVERSITY

Section 9.1 Events of Default by Grantee. This Contract may be terminated by the University under procedures in Section 9.2 if the University finds that any of the following Events of Default have occurred:

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or have failed to achieve AYP, as determined by the State of Wisconsin, pursuant to the federal NCLB, for 3 consecutive years;

- (2) The Grantee has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (3) The Grantee is insolvent or has been adjudged bankrupt;
- (4) The Grantee's directors, officers, employees, or agents provided the University false or intentionally misleading information or documentation in the performance of this Contract;
- (5) The Charter School has failed materially to comply with Applicable Law;
- (6) The Charter School has violated Wis. Stat. § 118.40 *et seq.*;
- (7) The Grantee defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- (8) The Charter School, in the Chancellor's sole discretion, has insufficient enrollment to successfully operate;
- (9) The Grantee fails to submit the documentation required in section 7.4 of this Contract and is, therefore, unable to commence operations, or the Grantee fails to commence operation of its Charter School by September 15 following initial grant of its Charter.

Section 9.2 Procedures for the University's Revocation.

- (1) Emergency Termination or Suspension Pending Investigation. If the Chancellor determines that any of the Events of Default set forth in Section 9.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the University shall provide the Grantee written notice of such Event(s) of Default and, upon delivering such notice, may either (i) terminate this Contract immediately or (ii) exercise superintending control of the Charter School pending investigation of the pertinent charge.
 - (a) If the University shall elect to exercise superintending control pending investigation of the pertinent charge, the University shall give the Grantee written notice of the investigation, shall commence such investigation immediately, shall permit the Grantee fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
 - (b) Upon completing its investigation, the University shall promptly deliver to the Grantee in writing either (i) a notice of immediate termination on the bases set forth in this Section 9.2, (ii) a notice of an Event of Default and an opportunity to cure pursuant to Section 9.2(2), or (iii) a notice rejecting the pertinent charge and reinstating control of the Charter School to the Grantee.

- (2) Non-Emergency Revocation and Opportunity to Cure. If the Chancellor determines that any of the Events of Default has occurred but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the University shall advise the Grantee in writing of the pertinent occurrence and shall specify for the Grantee a reasonable period of time (though in no instance less than 30 days) within which the Grantee shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Chancellor.
- (a) If the Grantee shall not so cure or otherwise remedy the specified Event(s) of Default, the University may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 - (b) If the University shall so terminate this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

Section 9.3 General Termination or Nonrenewal Procedures.

- (1) Final Accounting. Upon termination or nonrenewal of this Contract, the Grantee shall assist the Chancellor in conducting a final accounting of the Charter School by making available to the Chancellor all books and records that have been reviewed in preparing the Grantee's annual audits and statements under Section 3.1(11) of this Contract. The Grantee shall also submit a final audited financial statement of the Charter School's operation, including auditor's management letters and any exceptions noted by the auditors, which must be received by the Office within 120 days after the end of the Grantee's final school year.
- (2) Records Retention. Upon termination or nonrenewal of this Contract, the Grantee shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period and the contractual retention requirements as described below, whichever is longer, the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.
 - (a) Administrative and Personnel Records. Upon termination or nonrenewal of this Contract, the records custodian will maintain a copy of the School's administrative records, including personnel records, and will provide copies of such records to third parties as required by law or otherwise appropriately requested for a period of not less than six (6) years.
 - (b) Student Records. Upon termination or nonrenewal of this Contract, the Grantee shall provide the Office and the Department with a list of pupil names and their contact information, along with the name of the school to which each pupil is transferring, if known. The records custodian shall transfer a copy of the pupil records, as defined in Wis. Stat. § 118.125, to the school to which each pupil is transferring. The records custodian shall

also maintain a copy of pupil records in accordance with Wis. Stat. § 118.125(3).

- (3) Financial Obligations/Asset Distribution. Upon notification of termination or nonrenewal of this Contract and dissolution of the Charter School, the Grantee shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall implement a procedure for limiting all expenditures to those that are reasonable and necessary for the ongoing day-to-day operations of the Charter School, such as preauthorized payroll expenses, utilities, rent and insurance. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall provide the Office and the Department with an inventory of any property or equipment purchased, in whole or in part, with state or federal funds. Following any disposition required by state or federal law, and following the satisfaction of the creditors, the trustee shall distribute any remaining property and equipment purchased with state or federal funds to other University-chartered Charter Schools.

ARTICLE TEN

TERMINATION BY THE GRANTEE

Section 10.1 Grounds for Termination by the Grantee. This Contract may be terminated by the Grantee under procedures in Section 10.2 if Grantee finds that any of the following Events of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate;
- (2) The Grantee's Operation or Management Contract with a third-party provider of educational management services has been terminated;
- (3) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Grantee, before the expiration or termination of its right to occupy its existing physical plant;
- (4) The Grantee has not timely received any one of the payments contemplated under Wis. Stat. § 118.40(2r)(e);
- (5) The Grantee has become insolvent or been adjudged bankrupt; or
- (6) The University defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 10.2 Procedures for Grantee Termination of Contract. The Grantee may terminate this Contract according to the following procedures:

- (1) Notice. If the Grantee determines that any of the Events of Termination set forth in Section 10.1 has occurred, the Grantee shall notify the Chancellor of the pertinent Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the grounds for termination, and shall specify the proposed effective date of termination (which date shall, to the extent reasonably practicable, be the end of the next academic semester scheduled for the Charter School).
- (2) Discretionary Termination.
 - (a) As to the Event(s) of Termination set forth in Sections 10.1(1)-(2) and (6), the Chancellor may conduct a preliminary review of the alleged bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 30 days after the Chancellor receives the Grantee's notice, the Chancellor shall deliver to the Grantee a notice (i) approving the Grantee's requested termination or (ii) denying the same on the grounds that the asserted bases for termination are not in fact bona fide.
 - (b) If such results of the review and the Chancellor's determination are not delivered to the Grantee in writing within 30 days after the Chancellor receives the Grantee's notice, the Grantee's notice shall be deemed an approved basis for termination.
- (3) Automatic Termination. As to the Event(s) of Termination set forth in Sections 10.1(3)-(5), termination shall be effective on the date set forth in the Grantee's notice under Section 10.2(l).

Section 10.3. [Omitted.]

Section 10.4. General Termination and Nonrenewal Procedures. The requirements set forth in Section 9.3 above shall be applicable to a termination of contract under this Article Ten.

ARTICLE ELEVEN

TECHNICAL PROVISIONS

Section 11.1 Term of Contract. BGCS is currently operating as an MPS charter school, and its charter with MPS is scheduled to expire on June 30, 2009. If MPS allows BGCS to terminate its MPS charter early, the term of this Contract shall commence on July 1, 2008 and shall continue for a period of five years. If MPS does not allow BGCS to terminate its MPS charter early, the term of this Contract shall commence on July 1, 2009 and shall continue for a period of five years. During the third full year of this Contract the University shall conduct a review of the Charter School's performance to date. The University shall specify in writing for the Grantee the subjects of the review at least 3 months prior to the beginning of

the third full year of the operation of the Charter School. The University shall complete the review and shall issue a written report by the end of the third full year of the Contract. Results of the review shall serve as the basis for the University to determine whether it will negotiate another Contract with the Grantee.

Section 11.2 Non-agency. It is understood that neither the Grantee nor the Charter School is an agent of the University.

Section 11.3 Appendices. The following documents, appended hereto, are made a part of this Contract and the Grantee and the Charter School agree to abide by all the terms and conditions included herein:

Appendix A: Part 4.D of the UW System Risk Management Manual, Vendor Certificates of Interest

Appendix B: Statement of Anticipated Performance Measures and Required Reports

Appendix C: School Opening Checklist

Section 11.4 Applications of Statutes. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

Section 11.5 Hold Harmless and Indemnification. To the extent allowed by law, the Grantee shall hold harmless and indemnify the University against any and all liability, claims, demands, and causes of action (including reasonable attorneys fees) which arise out of, occur in connection with or are in any way incident to the Grantee, its contractors, subcontractors or agents' performance of obligations under this Contract.

Section 11.6 Amendments. This Contract may be amended only upon the written agreement of the Parties.

Section 11.7 Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 11.8 Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11.9 Entire Agreement. This Contract sets forth the entire agreement among the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 11.10 Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.

Section 11.11 Non-waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 11.12 Force Majeure. If any circumstances occur which are beyond the control of a Party, which delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 11.13 No Third Party Rights. This Contract is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 11.14 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

Section 11.15 Notices. Whenever this Contract provides that notice must or may be given to another Party, or whenever information must or may be provided to another Party, the Party who may or must give notice or provide information shall fulfill any such responsibility under this Contract if notice is given or information is provided to:

To Grantee: Ricardo Diaz
Executive Director
United Community Center, Inc.
1028 South 9th Street
Milwaukee, WI 53204

with a copy to: Principal
 Bruce Guadalupe Community School
 1028 South 9th Street
 Milwaukee, WI 53204

To Office: Director
 UWM Office of Charter Schools
 Enderis Hall 582
 P.O. Box 413
 Milwaukee, WI 53201

with a copy to: Director
 UWM Office of Legal Affairs
 Chapman Hall 380
 P.O. Box 413
 Milwaukee, WI 53201

Notice hereunder shall be effective if made by hand delivery to the pertinent Party or by United States mail, postage prepaid, certified with return receipt requested. Notices shall be effective (i) when actually received by the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract.

FOR GRANTEE:

FOR THE UNIVERSITY:

 Name

 Name

 President
 Title

 Chancellor
 Title

 Date

 Date

APPENDIX A

Part 4.D of the UW System Risk Management Manual on Vendor Certificates of Insurance is attached hereto.



PART 4 Miscellaneous Liability Issues

Subject: Vendor Certificates of Insurance

1. Purpose:

When an institution contracts with a vendor for materials, equipment, supplies, or services, that vendor's activities and the goods provided create an inherent liability risk to the institution. The goal of this program is to protect the institution from loss or exposure to loss resulting from any negligence on the part of an under/uninsured vendor who furnishes services to the institution. By obtaining an appropriate certificate of insurance and maintaining a current certificate of insurance on file, for a high risk procurement, the institution has evidence that insurance has been obtained which transfers risks associated with the business relationship with the vendor from the institution to the insurer.

This document reinforces and adds to policy as established under State Procurement PRO-D-34. Due to the uniqueness of some services provided to the UW System, System Risk Management has added six additional high risk services to the ones listed in PRO-D-34. These high risk service vendors are **required** to meet the certificate requirements as specified in PRO-D-34 and in this document for the additional service vendors.

2. Definitions:

Certificate of Insurance: A document issued by an insurer which evidences that an insurance policy exists and provides information such as insurer, insurance agency, insured, types of insurance, policy numbers, effective dates, limits, certificate holder, cancellation procedure, special Provisions, e.g., additional insured, and the name of the representative authorizing the policy.

High Risk Services Procurement: Means a contract or procurement that significantly increases the possibility of loss or exposure to loss to the University System from a third party.

Additional Insured: Affords the Board of Regents coverage under the vendor's policy including defense should the Board be sued based on the actions of the vendor.

Minimum Limits: Minimum specified limits must be received unless prior approval is received by the Purchasing Director. These limits may be reached by combining a commercial general liability policy limit with an umbrella policy limit. For example, a vendor may have a general/automobile liability policy with a \$500,000 limit and a \$1,000,000 umbrella. This total meets a \$1,000,000 general/automobile/umbrella requirement.

3. Vendors Insurance Program:

The Standard Limits are the minimum acceptable for any vendor, but there are specific requirements for vendors of high risk services that supersede the Standard Limits. Please refer to PRO-D-34 and this document before specifying vendor coverage requirements. If commodity purchase requires installation of heavy equipment, contact Risk Management.

The following are criteria and a list of high risk services.

CRITERIA OF HIGH RISK SERVICES:

- Service presents a severe risk of injury or death to students, faculty, staff, and visitors.
- Service presents a severe risk of extensive property damage to institutionally or privately owned property.
- Service has a history of negligently causing injury or damage to property.
- Likelihood is great the service provider will have difficulty procuring and maintaining insurance because of the hazards of the work.

HIGH RISK SERVICES:

Air Charter

Ambulance Service

Asbestos Abatement Contractors

Building Remodeling and Construction

Custodial Services*

Day Care*

Elevator Maintenance

Manual Food Service*

Medical Services

Recreational Services/High Risk Entertainment-Speakers*

Refuse Transportation and Disposal

Security*

Transportation Services (of people)

Travel Services* (tours, agencies)

*** Denotes High Risk Service Vendors requirement unique to the UW System.**

HIGH RISK services, other than the above, are to be evaluated on a case-by-case basis.

The following pages delineate the requirements for each class of vendor and provide a list of vendor types for each class. Judgment must be used by the contract manager when dealing with vendors that are not specified on these pages.

Attention must be paid to the various outside contractors who service the institutions with respect to their insurance protection. Failure to monitor this exposure by the contract manager may result in substantial losses for the institution.

Certificates are required for all service vendors, however, high risk service vendors require receipt of the certificate and continued renewal of the certificate while the contract exists. Internal audit will periodically sample the service contracts to ensure compliance.

4. Cancellation:

If a certificate of insurance is not received prior to issuance of the Purchase Order or is incomplete, notice should be given to the vendor indicating the certificate must be received by the contract administrator, via certified mail within 15 days or the contract will be canceled. See sample letter shown in Appendix 1. Receipt of one certificate from the vendor is all that is necessary for that one year, if the institution has multiple contracts with the vendor. However, the vendor must send a renewal each year or cancellation should take place. Appendix 2 is a sample letter for noncompliance after the 15 day period.

5. Procedures:

Specific procedures for the evaluation of vendor certificates of insurance exist at each institution and at the System level. System Risk Management considers the Additional Insured Provision an important condition to be stated on the certificate, especially with regards to our high risk service vendors. The following requirements may be used by the institutions as minimal guidelines and additional guidance may be obtained from System Risk Management as necessary.

Categories for high risk services require a certificate of insurance be in the contract administrator's possession before the purchase order is issued.

Standard Limits (Non High Risk Service Vendors)

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	Statutory Limits
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	
The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.	

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Limits For High Risk Service Vendors

Air Charter

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Aircraft Liability	
Piston	\$5,000,000
Jet	\$25,000,000

D. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and aircraft liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Ambulance Service

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	\$2,000,000

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile, and professional liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Asbestos Abatement

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Contractor's Pollution Liability Insurance	
(With one year extended reporting period.)	
Each Occurrence	\$1,000,000

Aggregate \$2,000,000

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Building Remodeling and Construction

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. <i>If hazardous substance is involved:</i>	
Contractor's Pollution Liability	
(With one year extended reporting period.)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
E. Additional Insured Provision:	
The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile and contractor's pollution liability policies.	

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Custodial Services

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	
The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.	

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Day Care

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Elevator Maintenance - *This applies to all passenger and freight elevators.*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Manual Food Service - *All contracts*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$100,000
C. Liquor Liability (When applicable)	\$1,000,000
D. Automobile Liability Combined Single Limit	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Medical Services (including optical and laboratory) - This applies to all contracted medical services including, but not limited to, assisted physician services, laboratory equipment maintenance and patient testing.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance (malpractice)	\$2,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general, automobile and professional liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Recreational Services/High Risk Entertainment-Speakers - This applies to a broad range of contracted services including, but not limited to, golf course management, carnival activities, pyrotechnical displays, audience participation activities, third parties hosting camps and clinics at our institutions, controversial speakers, and the like.

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$2,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Umbrella Liability	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Refuse Transportation and Disposal

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000

Each Occurrence	\$1,000,000
C. Automobile Liability	
Combined Single Limit	\$1,000,000
D. Contractor's Pollution Liability (with 1 year extended reporting period)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
E. Additional Insured Provision:	

The vendor shall add the, "The State of Wisconsin, its officers, employees, and agents" as an additional insured under the commercial general and contractor's pollution liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Security

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance	\$1,000,000
E. Additional Insured Provision:	

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Transportation - *This applies primarily to the transport of people. If air transport see Air Charter.*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	
Wisconsin Combined Single Limit	\$2,000,000
Interstate Combined Single Limit	\$5,000,000

D. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and automobile liability policies.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

Travel Services: *Tour Operators and Agencies - This applies to any organization that makes travel arrangements, including travel services, tour operators, etc., on our behalf.*

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Gen. Aggr. Incl. Prdts/CO	\$1,000,000
Each Occurrence	\$1,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	**
(** not required but may be a consideration if bids are comparable and a bidder has the coverage.)	

E. Additional Insured Provision:

The contractor shall add the, "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

6. Special Terms and Conditions

* On notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best Rating of A-, is licensed to do business in the State of Wisconsin, and signed by an authorized agent.

* All policies of insurance shall contain a covenant requiring sixty (60) days written notice by the insurer and sent certified mail to the contract administrator at the specific institution, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

* In the event of non-renewal, cancellation, or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may be cause for contract termination.

* In the event that the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

* The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by or result from the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

APPENDIX B

Statement of Anticipated Performance Measures and Required Reports

Date Due	Requirement Item	Date Submitted
07/01	Annual School Accountability Progress Report CONTRACT Section 5.3(2)(d) & Appendix B	
07/01	School Year Calendar <i>(Provide again if changes are made)</i> CONTRACT Section 4.12 & Appendix B	
07/01	Insurance Coverage Summary/Certificate Coverage CONTRACT Section 3.1(14) & Appendix B	
07/01	Tax Exempt Status under IRC 501(c)(3) <i>(Provide again if changes are made)</i> , and Non-Stock Corporation Bylaws <i>(Provide again if changes are made)</i> CONTRACT Section 4.2 & Appendix B	
07/01	Vendor Subcontracts over \$5,000 <i>(Provide again if changes are made)</i> CONTRACT Section 5.1 (Management), Section 4.8 (Transportation), Section 4.10 (Other) & Appendix B	
08/01	Strategic Plan Initial: <i>(Provide updates whenever plan is modified)</i> CONTRACT Section 5.3(2)(a) & Appendix B	
08/01	Annual School Accountability Plan CONTRACT Section 5.3(2)(c) & Appendix B	
10/01	Letter certifying compliance with Staff Background Check Requirements CONTRACT Section 4.3 & Appendix B	
10/01	DPI FORM PI1567A, Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students and FTE CONTRACT Section 4.4, Section 4.14 & Appendix B	
10/31	Annual Financial Audit CONTRACT Section 3.1(11), Section 4.11 & Appendix B	
10/31	DPI FORM PI2197A , Federal Collection: Special Education Child Count CONTRACT Section 4.14 & Appendix B	
11/10	First Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
12/15	DPI FORM PI1202 , Fall Staff Report CONTRACT Section 4.14 & Appendix B	
12/31	Second Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
02/01	DPI FORM PI1567B , Second Friday January Pupil Count Report CONTRACT Section 4.14 & Appendix B	
04/15	Third Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
05/15	Pupil Membership Audit CONTRACT Section 4.14 & Appendix B	
05/15	WKCE Test Results: Data, ID Code and ID Code Verification CONTRACT Section 3.1(5)(a) & Appendix B	
06/01	Proposed Budget for Coming Year CONTRACT Section 6.1 & Appendix B	
06/01	Initial Building Title/Lease <i>(Provide again if changes are made)</i> CONTRACT Section 7.4 & Appendix B	
06/01	Initial Building Occupancy <i>(Provide update if modified)</i> CONTRACT Section 7.4 & Appendix B	
06/15	Fourth Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
06/30	Current Board Membership Listing Board Minutes /Agendas must be received <i>within 45 days of publishing</i> throughout school year – submit any remaining prior school year minutes/agendas by 6/30 CONTRACT Section 6.2 (1) & Appendix B	

APPENDIX C

SCHOOL OPENING CHECKLIST

The following documents must be provided to the Office by the specified dates in order for the Charter School to commence operations in its first academic year.

Sixty (60) Days Prior To First Day of School For Students and No Later than July 1:

- Documentation of the legal status under Wisconsin law
- Articles of incorporation
- Roster of school board officers and members and roster of UCC board members
- School organization chart
- Name and vita of certified school administrator
- School administrator employment contract
- School site title or lease
- First year revenue and expenditure budget
- Documentation of funding required to open school
- Documentation of insurance coverage
- School calendar
- Complete school curriculum plan for students attending first year
- Marketing and recruitment plan
- Student enrollment plan
- Faculty and staff compensation plans
- Service subcontracts

Prior To First Day of School For Students and no later than August 1:

- School occupancy permit
- Name and license status of all known teachers and Title 1 aides
- Background screening report for all known employees

Authorization to Expand and Combine
University of Wisconsin-Extension and Colleges
Boards of Visitors

EDUCATION COMMITTEE

Resolution I.1.e.(2):

That, upon recommendation of the Chancellor of the University of Wisconsin-Extension and Colleges and the President of the University of Wisconsin System, the Board of Regents authorizes the reorganization of the UW-Extension and UW Colleges Boards of Visitors to form an expanded and combined Board of Visitors consisting of twenty-six members.

**AUTHORIZATION TO EXPAND AND COMBINE
THE UW-EXTENSION AND COLLEGES BOARDS OF VISITORS**

EXECUTIVE SUMMARY

BACKGROUND

Regent Resolution 1698 authorizes the establishment of Boards of Visitors at each of the UW System's institutions, as deemed appropriate by the Chancellor. Regent policy also states that, "In general, the number of members of an institutional board of visitors shall not exceed 15. Where special circumstances warrant, permission of the Board of Regents must be requested to exceed this number" (Policy Document 78-6).

DISCUSSION

The Chancellor of the University of Wisconsin-Extension and Colleges is seeking the integration of the here-to-fore separate Boards of Visitors for the UW-Extension and the UW Colleges. The combined UW-Extension and Colleges Board of Visitors would incorporate the best practices of both Boards and consist of a total of 26 members, 13 of which will come from communities in which there is a UW Colleges presence, and 13 of which will represent UW-Extension's statewide work. The expansion of the combined Board to 26 members requires Board of Regents action as required by Regent policy. The President of the University of Wisconsin System supports the integration.

REQUESTED ACTION

Approval of Resolution I.1.e.(2), authorizing the University of Wisconsin-Extension and Colleges to expand and combine its Boards of Visitors.

RELATED REGENT POLICIES

Regent Policy 78-6, Boards of Visitors Reorganization.

Regent Resolution #1697, 4/14/78; amended by Regent Resolution #3853, adopted 7/10/87.

Report of the Special Committee on the Role and Status of the Board of Visitors, Exhibit A, Board of Regent Minutes, July 10, 1987.

MEMORANDUM

UW SYSTEM

JAN 24 2008

OFFICE OF THE PRESIDENT

Kevin P. Reilly, President, UW System

FROM: David Wilson, Chancellor, UW Colleges and UW-Extension

Request for Regent Action at February Meeting

DATE: January 22, 2008

As part of our effort to seek greater efficiency and effectiveness within our institutions, I have held a number of conversations with the Extension and UW Colleges Boards of Visitors (BOV) regarding integration of the two boards. Those conversations were positive and almost everyone felt a combined board would make more strategic sense, given the centralized administrative structure of UW-Extension and the UW Colleges. For that reason, I decided to form one integrated Board of Visitors.

The proposed newly integrated board will be comprised of the best practices of both boards and will consist of a total membership of 26, of which 13 would come from communities where there is a UW Colleges presence, and 13 will represent the diversity of our statewide work in UW-Extension. Previously, the UW-Extension Board of Visitors had up to 22 members, and the UW Colleges Board of Visitors has 13 members, one for each campus. Long term, it is my goal to reduce the size of the board even more, but at this juncture, nearly all members of both boards expressed a strong desire to serve on the integrated board.

UW System Board of Regents policy states that an institutional Board of Visitors shall not exceed 15 members. The policy does stipulate that in special circumstances permission could be granted by the board to exceed that number.

I am, therefore, officially requesting Board of Regents action at the February 2008 meeting to approve a larger combined UW Colleges/UW-Extension Board of Visitors.

I am available to address any questions you or board members may have about this request. Thank you.

Office of the Chancellor

University of Wisconsin Colleges | University of Wisconsin-Extension

432 North Lake Street | Madison, WI 53706 | (608) 262-3786 | (608) 262-6572 fax | 711 (Wisconsin Relay)

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.2. Business, Finance, and Audit Committee

February 7, 2008
1920 Van Hise Hall
1220 Linden Drive
Madison, WI 53706

10:00 a.m. All Regents – 1820 Van Hise Hall

- UW System Strategic Framework: *Advantage Wisconsin*

12:00 p.m. Box Lunch

12:30 p.m. Business, Finance, and Audit Committee – 1920 Van Hise Hall

- a. Approval of the minutes of the December 6, 2007 Meeting of the Business, Finance, and Audit Committee
- b. UW System Annual Financial Report
- c. UW-Milwaukee Review of Differential Tuition for Select Schools and Colleges
- d. UW System Annual Trust Funds Report
- e. UW System Information Technology Projects Report
- f. Committee Business
 1. 2009-11 Biennial Budget Process and Timeline
 2. Quarterly Gifts, Grants, and Contracts (2nd Quarter)
 3. Quarterly Expenditures – Budget to Actual Report (2nd Quarter)
 4. Consideration and approval of Salary Range Adjustments for the Chancellor at UW-Madison, the Comprehensive Chancellors, and the President of the UW System
 - [Resolution I.2.f.4.a.]
 - [Resolution I.2.f.4.b.]
 - [Resolution I.2.f.4.c.]
 5. Consideration and approval of Salary Adjustments for Senior Academic Leaders to Address Recruitment and Retention Challenges for Chancellors at UW-Platteville, UW-Stout, and UW-Superior, and a Provost at UW-Platteville
 - [Resolution I.2.f.5.]
- g. Report of the Vice President
 1. Human Resources System Summit Update
 2. Chief Business Officers' Meeting Update
- h. Additional items, which may be presented to the Committee with its approval

UW SYSTEM ANNUAL FINANCIAL REPORT

EXECUTIVE SUMMARY

BACKGROUND

The UW System publishes an Annual Financial Report that includes financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). The statements are audited by the Legislative Audit Bureau, and also appear, in a somewhat modified format, in the State of Wisconsin's Comprehensive Annual Financial Report (CAFR).

REQUESTED ACTION

This report is submitted for information only.

DISCUSSION AND RECOMMENDATIONS

The UW System's Annual Financial Report for fiscal year 2006-2007 includes an unqualified audit opinion from the Legislative Audit Bureau, a Statement of Net Assets, a Statement of Revenues, Expenses and Changes in Net Assets, and a Statement of Cash Flows. The accompanying Notes to the Financial Statements are an integral part of the financial statements, including both disclosures required by GAAP and explanations intended to aid the reader in understanding the statements. In addition, the Annual Financial Report includes a "Management Discussion and Analysis" (MD&A) section that is intended to provide an objective and easily readable analysis of the UW System's financial activities. The UW System's Annual Financial Report may be found at <http://www.uwsa.edu/fadmin/finrep/afr.htm>.

Preceding the MD&A, financial statements, and notes are several graphs showing some of the ten-year trend data that have been included in prior annual financial reports. Charts 1 and 2 show the amount of revenue derived, in nominal and inflation-adjusted dollars, respectively, from state appropriations, from tuition and fees, and from all other sources. From FY06 to FY07, state support increased by \$21.5 million (2.4%), tuition revenue increased by \$63.5 million (8.2%), gifts increased by \$29.4 million (13.6%), and federal grants and contracts decreased by \$7.2 million (1.1%). State appropriations comprise less than one quarter of the total revenue (22.4%). Over the ten-year period, state support has been relatively flat, in nominal dollars, there has, however been a notable decline in inflation-adjusted dollars since 2003. Chart 3 shows the growth in university controlled endowments over the past ten-years.

Finally, FY07 total expenses from all funding sources increased by \$139.3 million (3.9%) compared to the prior year's increase of \$93.3 million (2.7%).

RELATED REGENT POLICIES

None

UW-MILWAUKEE REVIEW OF DIFFERENTIAL TUITION FOR SELECT SCHOOLS AND COLLEGES

BACKGROUND

In February, 2004 the Board of Regents approved differential tuitions for UW-Milwaukee students enrolled in the Peck School of the Arts, the College of Engineering and Applied Science, the Sheldon B. Lubar School of Business, and the College of Nursing. These differentials have been subject to ongoing review by each of the school's or college's student committees (Black and Gold or Differential Tuition Committee) and, in turn, by the Student Association and Senate and are being presented for review by the Board of Regents.

REQUESTED ACTION

This information is for discussion purposes only.

DISCUSSION AND RECOMMENDATIONS

In February, 2004 the Board of Regents approved differential tuition programs at UW-Milwaukee for students enrolled in the Peck School of the Arts, College of Engineering and Applied Science, Sheldon B. Lubar School of Business, and College of Nursing. At that time, UW-Milwaukee was the first institution in the UW System to implement undergraduate differential tuition on a school and college-wide basis. As such, the differential tuition programs implemented at these schools and colleges were designated as pilot programs with specific benchmark information to be collected to provide information that will be helpful in assisting both the Board of Regents and other campuses as they consider the expansion of programmatic undergraduate tuition in the future. Since 2004, two additional programs, the UW-Milwaukee School of Architecture and Urban Planning and the UW-Madison School of Business, have been authorized by the Board of Regents to assess undergraduate programmatic differential tuition.

It does not appear that the differential tuitions have had a negative effect on access for low-income students in any of these programs. Both the percent of students receiving financial aid and the number of Pell Grant eligible students in each of these programs have remained relatively steady over the three years that the differential tuitions have been in place.

In addition, the differential tuition initiatives have not appeared to discourage students from enrolling in these programs or exploring elective courses outside of their majors. Between 2004 and 2007, student credit hours conveyed have increased in all four programs. In the case of the Peck School of the Arts, the number of non-arts majors taking arts courses has also increased over this pilot period.

Utilization of revenues from differential tuition are reported annually to the Student Association Senate and posted on each school/college website, as well as the university website.

All four school/college-based student oversight committees are on record in approving the utilization of the differential tuition revenues for the past three years and in endorsing and recommending the continuation of differential tuition for their schools/colleges. In addition, the UW-Milwaukee Student Association Senate approved the continuation of differential tuition for these four schools and colleges on January 27, 2008.

One college-based student committee (the College of Engineering and Applied Science) additionally recommends that differential tuition be indexed for growth. Explicitly, they have stated: "In order to maintain the same purchasing value and the progress that has been made thanks to the tuition differential program and recognizing that (a) the cost of technology is going up and (b) the equipment will need to be replaced more frequently to keep the students exposed to the latest technology, it is proposed to index the differential tuition to increases with the tuition as set by the UW Board of Regents." The student committee recommends indexing the differential tuition fee annually at the same percentage increase as the general Board of Regents approved tuition increase with a cap of up to 7 percent per year. For example, a 5.5 percent tuition increase would increase the tuition differential from \$20.00 per credit to \$21.10 per credit. A proposal may be brought to the Board of Regents at a later date to move this recommendation forward.

A. PECK SCHOOL OF THE ARTS

Between the fall semester of 2004 and the spring semester of 2007, differential tuition generated over \$1,626,000 in additional revenue for the Peck School of the Arts (PSOA). This revenue came from an assessment of \$10 per credit for most undergraduate courses in the school in 2004-05, \$15 per credit in 2005-06, and \$20 per credit in 2006-07 and ongoing. Eight large general education requirement courses in the school and all graduate-only courses are exempt from differential tuition.

Decisions on the expenditure of differential tuition funds have been made through a transparent process involving the PSOA Black and Gold Committee, student surveys within each department, and the school's faculty and staff. The PSOA Black and Gold Committee is composed of undergraduate and graduate students and faculty from each of the school's five academic departments as well as key administrative staff members. The school always tries to fund as many of the items listed as top priorities on student surveys as possible in order to enhance the educational experience and satisfaction of its students.

During its May 2007 meeting, the PSOA Black and Gold committee approved a plan to further ensure a balanced distribution of differential funds by instituting an election process for staffing a PSOA Differential Tuition Review Board.

In 2004, the Peck School of the Arts indicated that it would measure and report its use of differential tuition according to the following benchmarks:

- Increased access to courses, reduction of program bottlenecks, reduction of required courses with waiting lists;
- Retention of ad hoc instructors;
- Laboratory acquisitions and improvements;
- Lecture and studio equipment acquisitions;
- Workshops and visiting artists;
- Enhanced advisement and career planning; and
- Enhanced student services.

These benchmarks were to be measured by focusing differential tuition funding towards three primary areas: 1) improve access to courses; 2) improve technology support; and 3) improve the quality of instruction and student services.

Improve Access To Courses - Over the past three years the school has invested \$547,302 in differential tuition funds to pay for the instructors for courses, workshops, and programs that would not have been possible without differential tuition. Highlights of the educational improvements resulting from these investments have included:

- The bottlenecks in access to Visual Art Department foundation and studio courses have been reduced.
- Students in the guitar program are now able to take all of their courses at UWM. Prior to differential tuition, students in the guitar area were required to take their guitar lessons at the Wisconsin Conservatory and pay tuition at that institution in addition to their UWM tuition.
- Theatre students have expanded opportunities to take courses in stage combat, make-up, and acting and interact with diverse guest artists. In the spring of 2006 New York playwright Zakiyyah Alexander was hired with differential tuition funds to create an original hip-hop work for the theatre Bachelor of Fine Arts program.
- Talented musicians from the Milwaukee Symphony Orchestra and theatre professionals from the Milwaukee Repertory Theatre and the Skylight Theatre Company have been hired to teach courses and lessons and to lead productions.
- The percent of PSOA graduating seniors rating their access to faculty and staff as excellent or good rose from 83% in 2004 to 91.1% in 2007.

Improve Technology Support - To maintain the level of technology essential for PSOA students to compete in today's arts job market and to make access to labs as flexible as possible, the school has invested \$593,592 from differential tuition resources to improve classrooms and labs and student access to the school's facilities. Highlights of the specific technology projects funded by differential tuition include the following:

- The Film Department's Video Editing Lab was fitted with new computers and monitors, new or updated software programs for audio and video post-production work, new digital video recorders, and a projector.
- The Film Department purchased an array of portable equipment that is available for film students to check out and use in producing their individual projects. Access to portable equipment has been one of the highest priority items listed by film students on annual differential tuition surveys.
- Music recording facilities for student use were installed. These facilities allow students to prepare recordings of their work for assessment and career advancement purposes.
- New sound and lighting equipment was purchased for the Theatre Department's performance spaces; a new theatre computer lab was developed, and new digital sewing machines were installed in the costume studio.

Improve the Quality of Instruction and Student Services - To further improve the quality of instruction and advising and enhance the educational environment for students in the Peck School of the Arts, \$485,464 was invested from differential tuition funds to purchase instructional materials, furniture, and equipment for classrooms; pay for production expenses; and hire additional advising staff in the student services office. Most of these projects were undertaken in response to specific requests on the annual student surveys. Highlights include:

- An additional full-time advisor was hired in the PSOA Student Services Office. With its augmented staff, the PSOA Student Services Office has been able to reduce its student-to-advisor ratio and provide more one-on-one advising opportunities for new freshman. The office has also developed new initiatives to increase student retention (e.g., targeted advising for students experiencing academic difficulties) and to increase student career preparation.
- Instrument storage lockers for music students were installed in the Zelazo Center and the Music Building; old pianos and piano benches were replaced; and Latin percussion equipment was purchased for use in jazz and world music courses.
- A photo print washer and temperature control unit was installed in the photography studio. This was the top priority request of photography students in the Visual Art and Film programs.

Between 2004 and 2007, the percent of PSOA graduating seniors ranking academic advising as excellent or good increased by 5 percentage points.

B. COLLEGE OF ENGINEERING AND APPLIED SCIENCE

Between the fall semester of 2004 and the spring semester of 2007, differential tuition generated \$653,172 in additional revenue for the College of Engineering and Applied Science (CEAS). This revenue came from an assessment of \$5 per credit for all students enrolled in undergraduate and graduate courses in the school in 2004-05, \$10 per credit in 2005-06, \$15 per credit in 2006-07 and capped at \$20 per credit in 2007-08.

The Advisory Committee on Differential Tuition (ACDT) is charged with the responsibility of soliciting, evaluating, recommending, monitoring, and assessing the allocation of funds collected from the implementation of the differential tuition in the College of Engineering & Applied Science (CEAS). Per their bylaws, the ACDT committee has five voting members. Three voting members are appointed by the Student Association Senate and two voting members are appointed by the Dean of CEAS. Ex-officio members may be included as needed. Utilization of revenues from differential tuition is reported annually to the Student Association Senate.

The College of Engineering and Applied Science stated in 2004 that it would use the following benchmarks in assessing the impact of differential tuition funding on program quality: 1) enhanced achievement of program outcomes related to laboratory learning; 2) improved student satisfaction with the quality of laboratory facilities; and 3) more graduate level courses on leading edge research topics.

These benchmarks were to be measured by focusing differential tuition funding towards two primary areas: 1) enhanced hands-on laboratory experience; and 2) additional sections of graduate courses.

Enhanced Hands-On Laboratory Experience - From 2004 to 2007, a total of \$653,172 has been collected through differential tuition, which has been spent entirely on laboratory equipment. CEAS has also contributed an additional \$146,500 in other college funds towards the purchase of equipment as well as made contributions towards the remodeling of facilities and the maintenance of equipment.

CEAS employed three strategies to study the effect of differential tuition revenue on the benchmark of providing “Enhanced Hands-On Laboratory Experience” to students: 1) an analysis of the UWM Graduating Senior Survey; 2) a focused laboratory evaluation; and 3) an analysis of Accreditation Board of Engineering and Technology (ABET) data.

1. The UWM Graduating Senior Survey includes two questions relevant to the assessment of whether differential tuition funds provided increased hands-on laboratory experience. As seen in Table 1 below, the percentage of students ranking classrooms and facilities and computer labs and services as excellent or good increased by 14.5 percent and 13 percent, respectively, between 2004 and 2007.

Table 1
UWM College of Engineering and Applied Science
Graduating Senior Survey

College of Engineering and Applied Science	2004 graduates	2007 graduates
	Excellent/good	Excellent/good
Classroom and facilities	55.8%	70.3%
Computer labs and services	77.1%	90.1%

2. The ACDT committee decided to conduct a very focused and targeted laboratory evaluation survey in Spring 2007. The idea was to survey directly a sample of the courses that have received tuition differential funding and to ask the students taking these classes

specific questions about the usage of the equipment, its impact, and ways that the laboratory experience could be improved. The question was asked, “*Did using this equipment enhance your Laboratory Experience? (e.g. reinforced class concepts, enhanced your academic experience, provided a dynamic learning environment, etc...)*” where 5 = very much; 1 = not at all. The average scores received by the equipment used in six sampled courses ranged from 3.79 to 4.70 indicating what seems to be a positive impact in enhancing the hands-on laboratory experience.

3. Program outcomes in CEAS state that all engineering students must demonstrate the following relevant Accreditation Board for Engineering and Technology (ABET) criteria: a) an ability to design and conduct experiments, as well as to analyze and interpret data and b) an ability to use the techniques, skills, and modern engineering tools necessary for engineering practice. The departmental self-study reports which were submitted to ABET in 2002 contain a baseline on how well these departmental program outcomes were met prior to the implementation of the tuition differential program. The engineering departments are in the process of preparing updated departmental self-study reports which will be submitted to ABET in May of 2008. Once these latest departmental self-study reports are available, CEAS will compare and assess the impact of differential tuition on ABET’s criteria.

Additional Sections of Graduate Courses - Graduate students in CEAS have consistently been disappointed with the number of course offerings at the 700 level and above. It was expected that with additional revenue generated by differential tuition, more graduate level courses could have been offered since graduate students pay into differential tuition. Due to the overwhelming need to enhance the hands-on laboratory experience at both the undergraduate and graduate level, though, additional sections of graduate courses have not yet been funded with differential tuition revenues. It is anticipated that in the near future funds will be made available to offer additional sections of graduate courses.

C. SHELDON B. LUBAR SCHOOL OF BUSINESS

Between the fall semester of 2004 and the spring semester of 2007, differential tuition generated \$2,640,000 in additional revenue for the Lubar School. This revenue came from an assessment of \$10 per credit for all students enrolled in 200-600 level classes beginning in 2004-05, \$15 per credit in 2005-06, and \$20 per credit in 2006-07 and ongoing.

Students on the Lubar School’s Black and Gold Committee, as well as students in professional interest organizations and Student Business Senators, were instrumental in identifying the eight specific focus areas differential tuition has targeted. These areas include: 1) improving academic advising; 2) the hiring of additional academic staff; 3) improving the faculty to student ratio; 4) maintaining high quality instruction; 5) increasing the number of teaching assistants; 6) improving technology; 7) hiring technical support staff and improving technical facilities; and 8) strengthening the internal preparation of students and faculty. The Black and Gold Committee reviews differential tuition annually and members suggest additional uses for available funds.

Utilization of revenues from differential tuition are reported annually to the Student Association Senate and posted to the Lubar School's website.

The sections below summarize progress toward benchmarks set when the differential tuition program began in 2004.

Improve Academic Advising - When differential tuition went into effect in the Fall of 2004, the student-to-advisor ratio in the Lubar School was 946:1. The National Academic Advising Association (NACADA) recommends a ratio of 400-450:1. Differential tuition funds made it possible to hire two additional academic advisors, and the ratios substantially improved in 2004 and in 2005. At its most favorable, the ratio improved to 565:1. While recent enrollment growth has resulted in the ratio creeping slowly upward, currently the ratio stands at 716:1, the present ratio would be considerably higher at 1,140:1 without differential tuition funding. Student feedback regarding advising has been positive, currently placing the Lubar School advising office second only to the College of Engineering and Applied Science advising office in terms of student satisfaction (students rating the office's performance as "excellent" or "good"). Between 2004 and 2007, the percentage of Lubar graduating seniors ranking advising as excellent or good increased by almost 18 percentage points (from 61.2% to 79.2%).

Hire Additional Academic Staff - Differential tuition funds permitted the hiring of one additional full-time Career Services professional. The impact on students' access to internships, job opportunities, and preparation for the job search process has been significant. The following enhancements to the Career Services' offerings highlight the direct result of the additional staffing that these funds made possible:

- One staff member is now able to focus on job postings. As a result, there were a total of 439 internship postings for the 2006-07 academic year, versus 283 in 2003-04.
- Resume writing and interview workshops increased from 19 prior to differential tuition to 30 in 2006-07.

The percent of Lubar graduating seniors rating career counseling as excellent or good rose almost 12 percentage points between 2004 and 2007 (from 49.2% to 60.8%).

Improve Faculty to Student Ratio – Differential tuition has permitted opening additional course sections to reduce class size. Mass lecture classes in Organizations, Principles of Marketing, and Business Statistics were split to reduce by half the number of students per section. Differential tuition funds permitted hiring additional teaching assistants for expanded numbers of discussion sections, and also paid for faculty to teach the smaller mass lectures.

Maintain High Quality Instruction – Faculty recruitment focusing on high-quality teaching skills yielded appointments of teaching faculty in Marketing, Management, Management Information Systems, Finance, and Business Statistics. Undergraduate students were actively involved in recruitment for these faculty positions. In addition, differential tuition made it possible to:

- Establish a Business Scholars program to provide premier students the opportunity to challenge themselves through more rigorous business courses.
- Support “supplemental instruction” tutoring in math-intensive courses in accounting, finance, and management statistics.
- Add thirteen new course elective topics to the schedule. Spending in this category responds to student requests for greater class availability to facilitate on-time graduation.

Increase the Number of Teaching Assistants – Differential tuition has made it possible to increase the number of teaching assistants from 33 to 45.

Improve Technology – Students requested differential tuition funds to pay for extended evening and weekend hours in the Lubar School’s computer labs. Labs now close at midnight daily, rather than 10 p.m. Highlights of additional technology enhancements include:

- A dedicated server to support student technology projects and student organization websites.
- The purchase of Vault Software to enhance Career Services’ offerings. This technology helps students prepare for the job search, and provides high-quality information on employers not available from other sources to aid interview preparation.
- The addition of advanced finance software and hardware in the Applied Finance Lab will significantly improve the quality of undergraduate finance education.

Hire Technical Support Staff and Improve Technical Facilities – Beyond the extended computer lab hours noted above, students requested that differential tuition funds be spent to create a Group Projects Lab (GPL) where they can meet in study groups to create, refine, and practice group projects and presentations for their classes. Students using the GPL have access to the same technology they will use for in-class presentations.

Strengthen the International Preparation of Students and Faculty – Since the inception of differential tuition and the increased staff support it has made possible, the Lubar School’s short-term study abroad opportunities have increased from two options to three. Faculty professional development for teaching international courses has also increased via differential tuition – a new “international focus” section of the undergraduate capstone course is now available.

D. COLLEGE OF NURSING

Between the fall semester of 2004 and the spring semester of 2007, differential tuition generated \$793,612 in additional revenue for the College of Nursing. This revenue came from an assessment of \$30 per credit for all 300-level (junior) courses in 2004-05. Beginning in the Fall 2005 semester, the differential tuition of \$30 per credit was expanded to all 400-level courses (senior) as well.

The College of Nursing Black & Gold Committee has been instrumental in the decision-making and review of this program since its inception in fall 2004. This committee is comprised of fifteen students representing each level of the nursing program, each of the nursing student organizations and a College of Nursing student senator from the UWM Student Association as well as seven faculty and staff.

Differential tuition supported three areas within the College of Nursing: 1) upgrading the Nursing Learning Resource Center; 2) increasing student/academic affairs support; and 3) increasing the number of faculty/instructional staff. Achievements and progress for each of the three areas supported by the differential tuition funds in the College of Nursing are summarized below.

Nursing Learning Resource Center Upgrades - Over the past three years \$417,699 of differential tuition revenue has been invested in the Nursing Learning Resource Center (NLRC). All purchases made with differential tuition dollars are approved by the Black & Gold Committee. Junior level students who are the heaviest users of the NLRC are surveyed each semester to elicit suggestions for equipment, supplies, and media that should be considered. In the spring of 2007, all students in the clinical major were surveyed. In addition, a suggestion box is available for students to make recommendations throughout the year.

More than 50% of the funds have been allocated to the ongoing upgrades of the NLRCs at both the UW-Milwaukee and UW-Parkside campuses. In the three years since the implementation of differential tuition the following major investments in technology have been made possible:

- Four adult and two child patient simulators;
- Replaced, upgraded, and expanded the number of computers in the computer labs,
- Initiated the use of PDA's for all students in the clinical area with up to date pharmacology, laboratory, and nursing therapeutics software; and
- Three nursing-related activities that students were required to pay for prior to differential tuition are now covered by the differential tuition funds.

The recommendation to provide all students in the major with PDAs came from a senior level student who investigated all aspects of the technology and provided a detailed plan outlining the benefits and costs. The utilization of PDAs by nursing students has been found to provide the benefits of increasing the knowledge and availability of references available at their fingertips; assisting in the delivery of more comprehensive care; and increasing the timeliness of assessments and documentation.

A question from the College of Nursing senior survey was the benchmark used to evaluate the impact of differential tuition on the NLRC. On the item, "I am satisfied with the services and hours available though the NLRC" the mean in 2003-2004 prior to implementation of differential tuition was 2.84 (on a 4 point scale). Since then there has been a slight increase in the mean to 3.07 in 2006-2007. These results need to be interpreted with caution because this item includes both services and hours. Students frequently requested expanded hours; however, when hours were expanded to evenings

and Saturdays usage was minimal except in the week before a lab exam. As a result, extended hours are only available in the week prior to an exam. None the less, the percent of nursing graduating seniors rating their preparation for their future life and career as excellent or good rose from 71.8% in 2004 to 89.4% in 2007.

Administrative Support-Student/Academic Affairs - Differential tuition funds enabled the addition of one professional staff person in the student affairs area. Prior to the differential tuition funds, the ratio of professional advising staff to students for the College of Nursing was 1:353. With the addition of another professional staff person that ratio is now at 1:256. The additional staff person has made it possible to reconfigure staff hours so that early morning and late afternoon appointments are now available each week and daily walk-in hours have been established to increase access to advising.

Student satisfaction surveys include three items related to student advising. Table 2 shows the comparison of those results since implementation of differential tuition. It should be noted that the advising position was not added until the second year (Fall 2005) because of the phased-in implementation of the differential tuition. Increases have been noted in all questions. Multiple factors influence students ratings of these areas, increased access to advisors is only one such factor.

Table 2
Student Satisfaction with Advising
(4 point scale)

	2003-2004	2004-2005	2005-2006	2006-2007
I am able to have direct communication with College of Nursing advisors.	3.01	3.02	3.05	3.22
The process for progression within the major of nursing was clear, including stated requirements and timeframes for action.	3.01	2.96	2.91	3.19
I am satisfied with the student advising services offered through the Student Affairs office.	2.7	2.77	2.62	2.82

Faculty/Instructional Staff - The third area that has been supported with the differential tuition funds is the salaries of clinical instructional staff to create comparable salaries to peers in the local market. In each of the first two years of the differential tuition, all clinical instructional staff were provided a \$2,000 market based increase resulting in a 2006-2007 base salary for master's prepared clinical instructional staff of \$50,000. In 2003-2004, the base salary was \$43,500. These funds also supported the addition of clinical instructional staff to support the expansion of the undergraduate program to UW-Washington County in the fall of 2004. The current salary appears to be competitive with salaries from other area nursing programs with the exception of WTCS programs which are able to offer salaries \$10,000-\$15,000 higher. As an indicator of the impact, the percent of nursing graduating seniors rating instructional quality as excellent or good rose from 78.2% in 2004 to 92.0% in 2007.

In summary, the differential tuition programs approved for UW-Milwaukee's Peck School of the Arts, College of Engineering and Applied Science, Sheldon B. Lubar School of Business, and College of Nursing have been successful pilots of undergraduate programmatic differential tuition. Each school has met the benchmarks that were approved in 2004; the differential tuitions have not had a negative effect on access for low-income students; students have not been discouraged from enrolling in each of these programs; and, finally, each school's or college's student committee has been active in reviewing these differential tuitions on an ongoing basis, going on record in support of the continuation of differential tuition for all four programs.

RELATED REGENT POLICIES

UW-Milwaukee: Differential Tuition for Select Schools and Colleges (February 2004)
Study of the UW System in the 21st Century (June 1996)

February 8, 2008

I.2.d.

UNIVERSITY OF WISCONSIN SYSTEM
TRUST FUNDS
ANNUAL REPORT
YEAR ENDED JUNE 30, 2007

<http://www.uwsa.edu/tfunds/annrep2007.pdf>

UW SYSTEM INFORMATION TECHNOLOGY PROJECTS REPORT

EXECUTIVE SUMMARY

BACKGROUND

As prescribed in 2007 Wisconsin Act 20, the Board of Regents is required to create a reporting format for University of Wisconsin System and each of the University of Wisconsin institutions' "strategic information technology plans." The strategic plans are to be provided to the Board by March 1 of each year.

The statute also requires the Board to create specific and detailed policies on all "large" IT projects [defined as costing over \$1 million] or projects defined as vital to the functions of the system or the institutions, and submit those policies, and any future amendments to those policies, to the Joint Committee on Information Policy and Technology for approval.

The statute further requires the Board of Regents to provide to the Joint Committee on Information Policy and Technology on March 1 and September 1 of each year a specific and detailed "progress" report on all large and high risk projects.

REQUESTED ACTION

This report is for information only.

DISCUSSION AND RECOMMENDATIONS

As this statute is a new reporting requirement for the University of Wisconsin System, institutions, and Colleges, not all institutions currently have strategic information technology plans. For those institutions that do have a strategic information technology plan, those plans will be shared with the Regents by the March 1 deadline. The statutes require the Board of Regents to create a reporting format for the strategic plans and a draft format will be presented in the fall. All institutions will utilize the final approved format to develop their strategic plans for review by March 1, 2009.

The second requirement of the statutes centers on the creation of specific and detailed policies for all "large" information technology projects. The proposed policies governing high cost and vital information technology projects are attached. The Board of Regents will be asked to adopt final policies at its April meeting. Note these policies are to be submitted to the Joint Committee

on Information Policy and Technology for approval. However, at this time, the Joint Committee has yet to be named. It is proposed that once the Committee has been established, these policies will be submitted as required.

The statutes further require that twice a year the Board of Regents shall provide a specific and detailed progress report on all large and high risk projects to the Joint Committee on Information Policy and Technology. In October 2007, a status report on major information technology projects was shared with the majority leaders of both houses, the co-chairs of the Joint Committee on Finance, and the co-chairs of the Joint Legislative Audit Committee. At the June 2008 meeting of the Board of Regents, a specific and detailed progress report will be presented and subsequently provided to the legislative committee by the September 1 deadline. Similarly, the second bi-annual progress report will be presented to the Board of Regents at its December meeting and subsequently provided to the legislative committee by the March 1 deadline.

RELATED REGENT POLICIES

25-2 Guide to plan and implement management information systems

BOARD OF REGENTS POLICIES FOR LARGE OR VITAL INFORMATION TECHNOLOGY (IT) PROJECTS

1. The University of Wisconsin System and each UW institution will submit a “Strategic Plan for IT Projects” to the Board of Regents each year by March 1. The institutional strategic plans for March 1, 2008 shall be those already developed and implemented. Those institutions without an IT strategic plan shall develop a plan to submit by March 1, 2009. As a part of the plan, in a separate document, the UW System and each institution must identify all high cost (exceeding \$1,000,000) and IT projects that are vital to the functions of the system, institution or college campus, including ongoing IT projects (in the process of implementation) and proposed projects.
 - a. UW System and each UW institution will designate a project as high cost or vital *if*:
 - i. The project’s total cost is greater than \$1 million¹, *or*
 - ii. Failure to complete the project on time or on budget would prevent the system, the institution or the campus from running any of its enterprise-wide systems or fulfilling any of its essential missions of instruction, research, extended training or public service for 30 days.
 - b. Policies governing High Cost and Vital Projects at UW System and UW institutions:
 - i. Every project must have a governance structure that includes executive sponsors, a project steering committee, a project manager, and an appropriate project implementation team.
 - ii. Every project must have a Project Charter containing a clear business case, detailed project objectives, project principles, project structure, project management strategies, and project management controls.
 - iii. Every project must have a communication plan.
 - iv. Every project must identify affected business processes before implementation begins, and establish effective change control procedures when the complexity of the business process or policy requires modifications or customizations to the software application.
 - v. Every project must have a project plan, timeline and budget at the beginning of implementation.
 - vi. The project plan must address the issue of independent project quality assurance (i.e., outside audits).
 - vii. In the event that a project proposal recommends some solution other than a commercial off-the-shelf (COTS) product the proposal must contain:

¹ GPR funded staff reassigned to a project are *not* considered part of a project’s cost. Any staff hired to backfill for GPR funded staff assigned to a project are considered part of a project’s cost.

1. An analysis of five year costs associated with purchase and maintenance of the COTS product versus the cost to build or support the product.
 2. An analysis of business requirements and needs
- viii. Each of the above elements (i. through vii.) of all UW System and UW institution high cost or vital projects must be submitted to the UWSA Project Management Office (PMO) for review before the beginning of the implementation phase. The same elements will be included in the “Strategic Plan for IT Projects” report to the Board of Regents by March 1.
2. Policies and procedures for routine monitoring of large or vital information technology projects:

For Individual Universities or Colleges

- a. A university project steering committee provides management oversight of individual campus projects, including:
 - i. Approval of all project specification changes
 - ii. Approval of all timeline changes
 - iii. Approval of all cost changes
- b. The university project steering committee must:
 - i. Confer with the UW System Office of Project Management (UWSA PMO) before discontinuing or substantially modifying a large or vital information technology project.
 - ii. Provide the UWSA PMO with a quarterly project progress report (including all elements outlined in 2.d.i.1 below) to be included in the semi-annual BOR report (June 1st and December 1st) to the Joint Committee on Information Policy and Technology (JCIPT).

For UW System

- c. All major UW System IT projects are managed and monitored by the UWSA PMO, and governed by System-wide or institutional Executive Steering Committees. The Steering Committees provides management oversight of individual System-wide projects, including:
 - i. Approval of all project specification changes
 - ii. Approval of all timeline changes
 - iii. Approval of all cost changes
- d. The Common Systems Review Group (CSRG) monitors the budget and fiscal health of each System-wide project. CSRG responsibilities include:
 - i. Provides to the BOR progress reports for each System sponsored project prior to the BOR report to JCIPT on June 1st and December 1st. The progress reports will include:
 1. Original and updated project costs
 2. Original and updated project timelines
 3. Explanation of major cost or timeline changes
 4. Executive summary of previously unreported contracts related to an IT project
 5. Funding sources for each project, including master leases
 6. Project status

- ii. Recommends to the chancellors and president all System-wide projects.
- iii. Recommends to the chancellors and president all project funding on an annual basis
- iv. Recommends to the chancellors and president extraordinary increases in total CSRG project funding
- v. Recommends to the chancellors and president discontinuing or significantly modifying projects
- vi. Creates a System-wide IT Plan for the BOR by March 1st each year.

DRAFT

2009-11 BIENNIAL BUDGET PROCESS AND TIMELINE

BACKGROUND

The Board of Regents is required to submit a biennial budget to the State of Wisconsin, no later than September 15 of even numbered years. In order to submit the budget on time, the Board generally meets in late August to approve the budget for submission. This material provides some basic information about the biennial budget process and timeline, along with a summary of the 2007-09 cost to continue request.

REQUESTED ACTION

None.

RELATED REGENT POLICIES

None. Wisconsin Statutes 16.42 (1).

COMPONENTS OF THE BIENNIAL BUDGET PROCESS BOARD OF REGENTS ACTION

OPERATING BUDGET

Cost to Continue*

New Initiatives

Program Revenue

Statutory Language

(August 2008)

*Cost to Continue includes such items as full funding of pay plan, technical adjustments, fringe benefits, debt service and utilities.

CAPITAL BUDGET (August 2008)

COMPENSATION (Nov./Dec. 2008)

THE PROCESS

THE BOARD OF REGENTS MUST MAKE THESE DECISIONS ON THE 2009-11 BIENNIAL BUDGET:

2009-11 Biennial Operating Budget Request (including Cost to Continue) – August
2009-11 Capital Budget Request – August
2009-11 Compensation Request – Traditionally submitted in November or December

OUR OPERATING BUDGET REQUEST IS REVIEWED BY:

- Executive Branch
 - Department of Administration (DOA) Budget Office
 - Governor (incorporated fully or in part in state budget)

↓
- Legislative Branch
 - Legislative Fiscal Bureau (LFB)
 - Joint Finance Committee (JFC) – revisions/additions
 - Assembly, Senate – revisions/additions

↓
- Governor has line-item veto

OUR CAPITAL BUDGET REQUEST IS REVIEWED BY:

- Executive Branch
 - DOA Division of State Facilities

↓
- Legislative Branch
 - Legislative Fiscal Bureau (LFB)
 - State Building Commission
 - Joint Finance Committee (JFC)
 - Assembly, Senate
- Governor has line item veto

OUR COMPENSATION REQUEST IS REVIEWED BY:

- Office of State Employment Relations (OSER) Director, who makes a recommendation to

↓
- Joint Committee on Employment Relations (JCOER)

↓
- Legislature

2009-11 Biennial Operating Budget Development Schedule

February, 2008	Biennial Budget Process to Business, Finance and Audit Committee. Board Discussion of Advantage Wisconsin.
March – June, 2008	Presentations on biennial budget items including; Financial Aid, Institutional Initiatives, Multi-Campus Initiatives, and Student priorities.
June, 2008	Board of Regents reviews biennial budget initiatives including the Statutory Language requests, Standard Budget Adjustments, Program Revenue requests, and Capital Budget Options.
July, 2008	Board of Regents budget briefings.
August, 2008	Board of Regents final action on 2009-11 Operating, Program Revenue, and Capital Budget Requests.
September, 2008	Board of Regents' Biennial Budget Request is submitted to Governor, DOA and Legislature.
September, 2008 – February, 2009	DOA State Budget Office develops Governor's budget and Regent leadership discusses UWS requests with Governor. Division of State Facilities analyzes the UWS Capital Budget request.
November or December, 2008	Board acts on and submits unclassified compensation request to DOA.
January or February, 2009	Governor presents his budget recommendations to the Legislature.
February-June, 2009	Regents and UW System officials work with legislators. Joint Committee on Finance and both houses act on budget. Joint Committee on Employment Relations (JCOER) acts on compensation (may extend into the autumn).
July 1, 2009	Biennial Budget is enacted. Veto session follows.

UNIVERSITY OF WISCONSIN SYSTEM
 GIFTS, GRANTS AND CONTRACTS AWARDED
 QUARTERLY REPORT & PRIOR-YEAR COMPARISON
 FISCAL YEAR 2007-2008 - Second Quarter

FISCAL YEAR 2007-2008	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
Total	50,277,373	37,288,091	2,311,029	67,897,897	18,529,688	394,298,489	69,012,351	639,614,918
Federal	28,338,840	27,869,271	200,000	9,776,714	0	257,817,169	59,578,295	383,580,289
Nonfederal	21,938,533	9,418,820	2,111,029	58,121,183	18,529,688	136,481,320	9,434,056	256,034,629
FISCAL YEAR 2006-2007								
Total	53,364,421	40,486,009	1,652,643	61,553,687	12,386,684	378,968,932	76,773,502	625,185,878
Federal	26,536,562	31,390,023	40,172	7,660,259	9,200	257,762,932	70,335,540	393,734,689
Nonfederal	26,827,859	9,095,986	1,612,471	53,893,428	12,377,484	121,206,000	6,437,962	231,451,189
INCREASE(DECREASE)								
Total	(3,087,048)	(3,197,918)	658,386	6,344,210	6,143,004	15,329,557	(7,761,151)	14,429,040
Federal	1,802,278	(3,520,752)	159,828	2,116,455	(9,200)	54,237	(10,757,245)	(10,154,400)
Nonfederal	(4,889,326)	322,834	498,558	4,227,755	6,152,204	15,275,320	2,996,094	24,583,440

UNIVERSITY OF WISCONSIN SYSTEM
GIFTS, GRANTS AND CONTRACTS AWARDED - BY INSTITUTION
QUARTERLY REPORT & PRIOR-YEAR COMPARISON
FISCAL YEAR 2007-2008 - Second Quarter

	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
FISCAL YEAR 2007-2008								
Madison	17,459,665	21,241,392	2,066,029	56,855,936	18,022,483	369,893,620	21,591,108	507,130,233
Milwaukee	7,272,927	4,066,866	45,000	1,535,227	0	19,324,655	1,247,233	33,491,907
Eau Claire	496,867	936,492	0	0	0	605,199	4,888,999	6,927,557
Green Bay	60,730	2,289,788	0	219,933	507,184	773,624	2,776,402	6,627,662
La Crosse	542,722	656,937	0	811,058	0	798,635	3,076,628	5,885,980
Oshkosh	2,308,011	5,336,768	0	0	0	475,522	4,316,235	12,436,535
Parkside	1,148,633	487,832	0	21,976	0	814,235	3,439,676	5,912,352
Platteville	97,447	6,906	200,000	348,767	0	4,853	3,820,643	4,478,616
River Falls	602,546	46,004	0	2,025,335	0	76,527	2,690,298	5,440,710
Stevens Point	2,642,829	211,782	0	747,066	0	1,341,498	5,334,499	10,277,674
Stout	3,149,549	197,656	0	1,656,266	0	29,066	4,332,738	9,365,275
Superior	0	0	0	720,295	0	41,523	1,747,165	2,508,983
Whitewater	25,138	11,062	0	1,857,671	20	45,893	4,437,047	6,376,833
Colleges	504	588,385	0	1,038,366	0	73,639	5,288,680	6,989,574
Extension	14,469,806	0	0	0	0	0	0	14,469,806
System-Wide	0	1,210,222	0	60,000	0	0	25,000	1,295,222
Totals	50,277,373	37,288,091	2,311,029	67,897,897	18,529,688	394,298,489	69,012,351	639,614,918
Madison	12,610,642	12,694,435	0	2,239,485	0	237,765,390	13,904,323	279,214,275
Milwaukee	5,990,084	4,366,436	0	0	0	16,718,288	601,175	27,675,983
Eau Claire	496,867	924,492	0	0	0	545,940	4,888,999	6,856,298
Green Bay	33,130	2,093,138	0	0	0	765,424	2,768,629	5,660,321
La Crosse	122,122	641,500	0	779,894	0	310,600	3,056,128	4,910,244
Oshkosh	1,816,379	4,879,968	0	0	0	405,113	4,316,235	11,417,695
Parkside	1,059,567	348,793	0	10,000	0	530,338	3,424,026	5,372,724
Platteville	28,897	0	200,000	0	0	4,400	3,820,643	4,053,940
River Falls	455,437	0	0	1,806,756	0	44,508	2,688,598	4,995,299
Stevens Point	872,704	17,691	0	686,199	0	636,284	5,334,499	7,547,377
Stout	3,036,238	100,211	0	1,517,457	0	20,000	4,039,183	8,713,088
Superior	0	0	0	720,295	0	0	1,747,165	2,467,460
Whitewater	4,000	4,000	0	1,368,124	0	40,760	4,061,674	5,478,558
Colleges	0	588,385	0	588,504	0	30,124	4,927,019	6,134,032
Extension	1,812,774	0	0	0	0	0	0	1,812,774
System-Wide	0	1,210,222	0	60,000	0	0	0	1,270,222
Federal Totals	28,338,840	27,869,271	200,000	9,776,714	0	257,817,169	59,578,295	383,580,289
Madison	4,849,023	8,546,957	2,066,029	54,616,451	18,022,483	132,128,230	7,686,785	227,915,958
Milwaukee	1,282,843	(299,570)	45,000	1,535,227	0	2,606,367	646,058	5,815,925
Eau Claire	0	12,000	0	0	0	59,259	0	71,259
Green Bay	27,600	196,650	0	219,933	507,184	8,200	7,773	967,340
La Crosse	420,600	15,437	0	31,164	0	488,035	20,500	975,736
Oshkosh	491,632	456,800	0	0	0	70,409	0	1,018,841
Parkside	89,066	139,039	0	11,976	0	283,897	15,650	539,628
Platteville	68,550	6,906	0	348,767	0	453	0	424,676
River Falls	147,109	46,004	0	218,579	0	32,019	1,700	445,411
Stevens Point	1,770,125	194,091	0	60,867	0	705,214	0	2,730,297
Stout	113,311	97,445	0	138,809	0	9,066	293,555	652,186
Superior	0	0	0	0	0	41,523	0	41,523
Whitewater	21,138	7,062	0	489,547	20	5,133	375,373	898,274
Colleges	504	0	0	449,862	0	43,515	361,661	855,542
Extension	12,657,032	0	0	0	0	0	0	12,657,032
System-Wide	0	0	0	0	0	0	25,000	25,000
Nonfederal Totals	21,938,533	9,418,820	2,111,029	58,121,183	18,529,688	136,481,320	9,434,056	256,034,629

UNIVERSITY OF WISCONSIN SYSTEM
 GIFTS, GRANTS AND CONTRACTS AWARDED - BY INSTITUTION
 QUARTERLY REPORT & PRIOR-YEAR COMPARISON
 FISCAL YEAR 2007-2008 - Second Quarter

	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
FISCAL YEAR 2006-2007								
Madison	14,900,489	24,884,841	1,457,954	49,775,666	12,384,831	355,654,415	18,863,951	477,922,147
Milwaukee	3,315,168	6,910,219	131,980	1,346,212	0	17,344,386	9,986,497	39,034,460
Eau Claire	736,817	319,015	0	0	0	1,034,278	5,366,408	7,456,518
Green Bay	11,600	1,566,143	0	308,961	0	328,149	3,032,849	5,247,703
La Crosse	696,379	339,137	14,300	825,958	0	891,282	3,331,191	6,098,247
Oshkosh	3,004,950	4,568,293	0	0	0	250,971	5,062,999	12,887,213
Parkside	293,965	353,414	6,500	17,932	0	162,719	3,165,318	3,999,848
Platteville	289,809	4,378	41,909	47,012	0	59,254	3,746,504	4,188,866
River Falls	511,032	59,471	0	1,534,177	0	7,500	3,028,143	5,140,323
Stevens Point	4,626,188	74,613	0	53,025	1,853	725,794	5,335,600	10,817,073
Stout	3,507,119	164,618	0	2,024,709	0	129,927	4,683,798	10,510,171
Superior	0	10,381	0	698,346	0	2,016,472	2,033,164	4,758,363
Whitewater	34,444	22,599	0	1,331,696	0	268,445	4,955,918	6,613,104
Colleges	7,729	526,630	0	979,808	0	95,340	3,781,162	5,390,669
Extension	21,428,732	0	0	0	0	0	0	21,428,732
System-Wide	0	682,257	0	2,610,185	0	0	400,000	3,692,442
Totals	53,364,421	40,486,009	1,652,643	61,553,687	12,386,684	378,968,932	76,773,502	625,185,878
Madison	10,322,984	16,849,080	0	1,013,008	9,200	239,440,342	14,383,757	282,018,371
Milwaukee	1,822,207	6,617,492	0	0	0	13,988,186	9,460,264	31,888,149
Eau Claire	531,817	319,015	0	0	0	701,273	5,366,408	6,918,513
Green Bay	0	1,372,168	0	0	0	244,551	3,007,829	4,624,548
La Crosse	624,132	311,984	0	767,654	0	474,487	3,331,191	5,509,448
Oshkosh	2,646,412	4,225,173	0	0	0	234,021	5,062,999	12,168,605
Parkside	201,295	296,801	0	0	0	0	3,081,360	3,579,456
Platteville	230,486	0	40,172	0	0	50,000	3,746,504	4,067,162
River Falls	324,169	0	0	1,344,905	0	0	3,013,723	4,682,797
Stevens Point	3,117,611	37,000	0	0	0	192,204	5,335,600	8,682,415
Stout	3,131,924	144,543	0	1,453,744	0	126,865	4,440,741	9,297,817
Superior	0	7,881	0	733,346	0	1,999,000	2,000,164	4,740,391
Whitewater	8,050	0	0	925,268	0	259,144	4,628,226	5,820,688
Colleges	0	526,629	0	649,444	0	52,859	3,476,774	4,705,706
Extension	3,575,475	0	0	0	0	0	0	3,575,475
System-Wide	0	682,257	0	772,890	0	0	0	1,455,147
Federal Totals	26,536,562	31,390,023	40,172	7,660,259	9,200	257,762,932	70,335,540	393,734,689
Madison	4,577,505	8,035,761	1,457,954	48,762,658	12,375,631	116,214,073	4,480,194	195,903,776
Milwaukee	1,492,961	292,727	131,980	1,346,212	0	3,356,200	526,233	7,146,312
Eau Claire	205,000	0	0	0	0	333,005	0	538,005
Green Bay	11,600	193,975	0	308,961	0	83,598	25,020	623,154
La Crosse	72,247	27,153	14,300	58,304	0	416,795	0	588,799
Oshkosh	358,538	343,120	0	0	0	16,950	0	718,608
Parkside	92,670	56,613	6,500	17,932	0	162,719	83,958	420,392
Platteville	59,323	4,378	1,737	47,012	0	9,254	0	121,704
River Falls	186,863	59,471	0	189,272	0	7,500	14,420	457,526
Stevens Point	1,508,577	37,613	0	53,025	1,853	533,590	0	2,134,658
Stout	375,195	20,075	0	570,965	0	3,062	243,057	1,212,354
Superior	0	2,500	0	(35,000)	0	17,472	33,000	17,972
Whitewater	26,394	22,599	0	406,428	0	9,301	327,692	792,415
Colleges	7,729	1	0	330,364	0	42,481	304,388	684,963
Extension	17,853,257	0	0	0	0	0	0	17,853,257
System-Wide	0	0	0	1,837,295	0	0	400,000	2,237,295
Nonfederal Totals	26,827,859	9,095,986	1,612,471	53,893,428	12,377,484	121,206,000	6,437,962	231,451,189

UNIVERSITY OF WISCONSIN SYSTEM
 GIFTS, GRANTS AND CONTRACTS AWARDED - BY INSTITUTION
 QUARTERLY REPORT & PRIOR-YEAR COMPARISON
 FISCAL YEAR 2007-2008 - Second Quarter

	Public Service	Instruction	Libraries	Misc	Phy Plt	Research	Student Aid	Total
INCREASE (DECREASE)								
Madison	2,559,176	(3,643,449)	608,075	7,080,270	5,637,652	14,239,205	2,727,157	29,208,086
Milwaukee	3,957,759	(2,843,353)	(86,980)	189,015	0	1,980,269	(8,739,264)	(5,542,553)
Eau Claire	(239,950)	617,477	0	0	0	(429,079)	(477,409)	(528,961)
Green Bay	49,130	723,645	0	(89,029)	507,184	445,475	(256,447)	1,379,959
La Crosse	(153,657)	317,800	(14,300)	(14,900)	0	(92,647)	(254,563)	(212,267)
Oshkosh	(696,940)	768,475	0	0	0	224,551	(746,764)	(450,677)
Parkside	854,668	134,418	(6,500)	4,044	0	651,516	274,358	1,912,504
Platteville	(192,362)	2,528	158,091	301,755	0	(54,401)	74,139	289,750
River Falls	91,514	(13,467)	0	491,158	0	69,027	(337,845)	300,387
Stevens Point	(1,983,359)	137,169	0	694,041	(1,853)	615,704	(1,101)	(539,399)
Stout	(357,571)	33,038	0	(368,443)	0	(100,861)	(351,060)	(1,144,896)
Superior	0	(10,381)	0	21,949	0	(1,974,949)	(285,999)	(2,249,380)
Whitewater	(9,306)	(11,538)	0	525,975	20	(222,552)	(518,871)	(236,270)
Colleges	(7,225)	61,755	0	58,558	0	(21,701)	1,507,518	1,598,905
Extension	(6,958,926)	0	0	0	0	0	0	(6,958,926)
System-Wide	0	527,965	0	(2,550,185)	0	0	(375,000)	(2,397,220)
Totals	(3,087,048)	(3,197,918)	658,386	6,344,210	6,143,004	15,329,557	(7,761,151)	14,429,040
Madison	2,287,658	(4,154,645)	0	1,226,477	(9,200)	(1,674,952)	(479,434)	(2,804,096)
Milwaukee	4,167,877	(2,251,056)	0	0	0	2,730,102	(8,859,089)	(4,212,166)
Eau Claire	(34,950)	605,477	0	0	0	(155,333)	(477,409)	(62,215)
Green Bay	33,130	720,970	0	0	0	520,873	(239,200)	1,035,773
La Crosse	(502,010)	329,516	0	12,240	0	(163,887)	(275,063)	(599,204)
Oshkosh	(830,033)	654,795	0	0	0	171,092	(746,764)	(750,910)
Parkside	858,272	51,992	0	10,000	0	530,338	342,666	1,793,268
Platteville	(201,589)	0	159,828	0	0	(45,600)	74,139	(13,222)
River Falls	131,268	0	0	461,851	0	44,508	(325,125)	312,502
Stevens Point	(2,244,907)	(19,309)	0	686,199	0	444,080	(1,101)	(1,135,038)
Stout	(95,687)	(44,332)	0	63,713	0	(106,865)	(401,558)	(584,729)
Superior	0	(7,881)	0	(13,051)	0	(1,999,000)	(252,999)	(2,272,931)
Whitewater	(4,050)	4,000	0	442,856	0	(218,384)	(566,552)	(342,130)
Colleges	0	61,756	0	(60,940)	0	(22,735)	1,450,245	1,428,326
Extension	(1,762,701)	0	0	0	0	0	0	(1,762,701)
System-Wide	0	527,965	0	(712,890)	0	0	0	(184,925)
Federal Totals	1,802,278	(3,520,752)	159,828	2,116,455	(9,200)	54,237	(10,757,245)	(10,154,400)
Madison	271,518	511,196	608,075	5,853,793	5,646,852	15,914,157	3,206,591	32,012,182
Milwaukee	(210,118)	(592,297)	(86,980)	189,015	0	(749,833)	119,825	(1,330,387)
Eau Claire	(205,000)	12,000	0	0	0	(273,746)	0	(466,746)
Green Bay	16,000	2,675	0	(89,029)	507,184	(75,398)	(17,247)	344,186
La Crosse	348,353	(11,716)	(14,300)	(27,140)	0	71,240	20,500	386,937
Oshkosh	133,094	113,680	0	0	0	53,459	0	300,233
Parkside	(3,604)	82,426	(6,500)	(5,956)	0	121,178	(68,308)	119,236
Platteville	9,227	2,528	(1,737)	301,755	0	(8,801)	0	302,972
River Falls	(39,754)	(13,467)	0	29,307	0	24,519	(12,720)	(12,115)
Stevens Point	261,548	156,478	0	7,842	(1,853)	171,624	0	595,639
Stout	(261,884)	77,370	0	(432,156)	0	6,004	50,498	(560,167)
Superior	0	(2,500)	0	35,000	0	24,051	(33,000)	23,551
Whitewater	(5,256)	(15,538)	0	83,119	20	(4,168)	47,681	105,860
Colleges	(7,225)	(1)	0	119,498	0	1,034	57,273	170,579
Extension	(5,196,225)	0	0	0	0	0	0	(5,196,225)
System-Wide	0	0	0	(1,837,295)	0	0	(375,000)	(2,212,295)
Nonfederal Totals	(4,889,326)	322,834	498,558	4,227,755	6,152,204	15,275,320	2,996,094	24,583,440

University of Wisconsin System
Actual Expenditures - GPR / Fees Funds
Through Second Quarter FY 2008 (7/1/2007 - 12/31/2007)

	Current Year To Date				Prior Year To Date		
	Budget (PY)	Actual	% Expended		Final Budget	Actual	% Expended
Madison	886,221,652	429,216,257	48.43%		886,221,652	392,139,333	44.25%
Milwaukee	304,147,675	144,726,656	47.58%		304,147,675	137,519,606	45.21%
Eau Claire	96,909,735	45,321,964	46.77%		96,909,735	43,004,483	44.38%
Green Bay	48,410,819	23,035,152	47.58%		48,410,819	20,560,416	42.47%
La Crosse	81,796,712	31,325,044	38.30%	(1)	81,796,712	36,970,877	45.20%
Oshkosh	93,093,669	44,007,075	47.27%		93,093,669	40,625,910	43.64%
Parkside	45,550,661	20,058,711	44.04%		45,550,661	19,818,513	43.51%
Platteville	61,320,552	29,934,349	48.82%		61,320,552	27,061,854	44.13%
River Falls	57,558,061	27,136,024	47.15%		57,558,061	25,533,781	44.36%
Stevens Point	86,840,404	41,431,445	47.71%		86,840,404	38,272,411	44.07%
Stout	80,118,685	38,846,146	48.49%		80,118,685	35,271,512	44.02%
Superior	31,207,929	14,496,069	46.45%		31,207,929	13,910,789	44.57%
Whitewater	90,387,327	39,995,107	44.25%		90,387,327	38,368,720	42.45%
Colleges	71,058,153	35,771,900	50.34%		71,058,153	34,706,408	48.84%
Extension	45,539,782	24,816,994	54.50%		45,539,782	22,919,020	50.33%
System Admin	9,513,531	4,820,953	50.67%		9,513,531	4,638,254	48.75%
Systemwide	16,802,868	53,883,721	320.68%	(2)	16,802,868	51,135,223	304.32%
UW System	2,106,478,215	1,048,823,567	49.79%		2,106,478,215	982,457,111	46.64%

(1) UW La Crosse's current year expenditures were skewed by a number of large transfers to PR Funds - Clearing a backlog caused by several vacant positions and transition to new software systems, posting common systems assessments, etc.

(2) Systemwide (SW) figures look odd because of timing differences in debt service charged initially to SW, then allocated to institutions, timing of SW payments, cost allocations, etc. also commonly impact expenditure levels.

**CONSIDERATION OF SALARY RANGE ADJUSTMENT FOR THE
PRESIDENT OF THE UW SYSTEM, THE CHANCELLOR OF UW-
MADISON, AND FOR UW SYSTEM COMPREHENSIVE CHANCELLORS**

EXECUTIVE SUMMARY

BACKGROUND

In accordance with ss. 20.923(4g) and 36.09(1)(j), Wisconsin Statutes, the salaries of UW System senior academic leaders must be set within the salary ranges established by the Board of Regents, and based upon a formula derived from the salaries paid by peer institutions to their academic leaders, set forth in Regent Policy Documents 6-5.

REQUESTED ACTION

Approval of Resolutions I.2.f.4.a, I.2.f.4.b, and I.2.f.4.c

DISCUSSION

The Board of Regents is requested to adjust the salary ranges of the UW System President, the UW-Madison Chancellor, and the UW System comprehensive Chancellors. The range adjustments requested are to be effective, July 1, 2008. The salaries of the President of the UW-System, the UW-Madison Chancellor, and the median salaries of UW comprehensive Chancellors are well below peers in comparable institutions. The range adjustments for these academic leaders will permit a more competitive recruitment for the next UW-Madison Chancellor, the UW-Parkside Chancellor, and the UW-Whitewater Chancellor. This will also allow for the UW System President's salary to be more competitive and to reflect the structure of the system as per ss. 20.923(4g) which states: "The Board of Regents shall set the salaries for these positions within the ranges to which the positions are assigned to reflect the hierarchical structure of the system, to recognize merit, to permit orderly salary progression and to recognize competitive factors."

Chancellor Wiley's salary, including the contract with UW Foundation, is over 21% below the peer median and the lowest among the peers. The median of comprehensive Chancellor salaries is over 10% below peer median salaries. President Reilly received only a 0.4% and not the full 2% pay plan increase effective 7/1/07 because of out-of-date salary range constraints. However, rather than ask for the new range to be effective immediately, the July 1, 2008 date will permit an adjustment to remedy the lack of a full July 1, 2007 pay plan increase, to provide a July 1, 2008 pay plan increase, and to address competitive salary alignment as needed once the salary is set for the new UW-Madison Chancellor.

The President of the Board of Regents has therefore initiated this process and with this resolution is forwarding for approval these salary range adjustments. This requested action will not result in any changes in compensation. This is only a request to adjust salary ranges.

RELATED REGENT POLICIES

Regent Policy 6-5

Wisconsin Statutes, s. 20.923(4g), s. 36.09(1)(j), and s. 230.12(3)(e)

BUSINESS, FINANCE, AND AUDIT COMMITTEE:

Resolution I.2.f.4.a:

Whereas, s. 20.923 (4g), *Wis. Stats.*, gives the Board of Regents the authority to establish salary ranges for: System President; Senior Vice Presidents; Chancellors; UW-Madison Vice Chancellor; and, UW-Milwaukee Vice Chancellor; and

Whereas, the Senior Executive Salary Policy (Regent Policy Document 6-5 as amended October 10, 2003) specifies that UW senior executive salary ranges shall be adopted by resolution by a majority of the full membership of the Board of Regents in open session by roll call vote at a regularly scheduled meeting, for the ensuing fiscal year, after review of peer salary survey information; and

Whereas, Chancellor John Wiley has announced that he will be stepping down as Chancellor of the University of Wisconsin-Madison in September 2008, and

Whereas, Chancellor Wiley's salary is over 21% below the peer median and the lowest among the peers, and

Whereas, the President of the University of Wisconsin System is authorized to recruit for a Chancellor of the University of Wisconsin-Madison, at a salary within the Board of Regents salary range for university senior executive salary group eight.

Now, therefore be it resolved;

That, in accordance with Wisconsin statutes and Regent Policy Document 6-5, the Board adopts a new salary range for the university senior executive in senior executive salary group eight as set forth in the attached, effective July 1, 2008.

Peer Salary Comparisons for UW-Madison Chancellor

PROPOSED for 7/1/08

Salary Range Calculated in Accordance with Board of Regents' Policy:

2006-07 peer group median salary:	\$416,000
CUPA-HR projects 4.0% increase in 2007-08	<u>x 1.04</u>
2007-08 projected peer group median:	\$432,640
Executive salary policy cost-of living adjustment	<u>x .95</u>
Regents Salary Range Midpoint:	\$411,008
Regents Salary Range Minimum (90%):	\$369,907
Regents Salary Range Maximum (110%):	\$452,109

2006-07 Peer Group Salaries:

University of Texas-Austin	\$552,500
University of Washington	\$518,700
University of Michigan	\$516,501
Michigan State University	\$495,000
University of California-Berkeley	\$416,000
University of California-Los Angeles	\$416,000
Purdue University	\$406,950
University of Minnesota	\$384,221
Ohio State University	\$380,164
University of Illinois-Urbana	\$365,000
Indiana University	\$359,600

UW-Madison

Chancellor Salary 7/01/07

UW-Madison \$327,417

(includes \$55,000 contract with the UW Foundation)

Mean	\$437,331
Median	\$416,000

Consideration of Salary Range Adjustment:
Comprehensive Chancellors
University of Wisconsin System

BUSINESS, FINANCE, AND AUDIT COMMITTEE:

Resolution I.2.f.4.b:

Whereas, s. 20.923 (4g), *Wis. Stats.*, gives the Board of Regents the authority to establish salary ranges for: System President; Senior Vice Presidents; Chancellors; UW-Madison Vice Chancellor; and, UW-Milwaukee Vice Chancellor; and

Whereas, the Senior Executive Salary Policy (Regent Policy Document 6-5 as amended October 10, 2003) specifies that UW senior executive salary ranges shall be adopted by resolution by a majority of the full membership of the Board of Regents in open session by roll call vote at a regularly scheduled meeting, for the ensuing fiscal year, after review of peer salary survey information; and

Whereas, Chancellor John Keating has announced that he will be stepping down as Chancellor of the University of Wisconsin-Parkside in August 2008, and

Whereas, we are also currently recruiting for a Chancellor at UW-Whitewater due to the departure of Chancellor Martha Saunders last year, and

Whereas, the median salary of our comprehensive Chancellors is over 10% below the median of salaries of peer institutions, and

Whereas, the President of the University of Wisconsin System is authorized to recruit for a Chancellor at our comprehensive institutions, at a salary within the Board of Regents salary range for university senior executive salary group three.

Now, therefore be it resolved;

That, in accordance with Wisconsin statutes and Regent Policy Document 6-5, the Board adopts a new salary range for university senior executives in senior executive salary group three as set forth in the attached, effective July 1, 2008.

UW Comprehensive Chancellor Competitive Salary Information

PROPOSED for 7/1/08

Senior Executive Salary Range Calculated in Accordance with Board of Regents' Policy:

2006-07 peer group median salary:	\$218,338
CUPA-HR projects 4.0% increase in 2007-08	<u>x 1.04</u>
2007-08 projected peer group median:	\$227,072
Executive salary policy cost-of living adjustment	<u>x .95</u>
Regents Salary Range Midpoint:	\$215,718
Regents Salary Range Minimum (90%):	\$194,146
Regents Salary Range Maximum (110%):	\$237,290

2006-07 Peer Group Salaries:

University of Akron	\$325,077
Central Michigan University	\$285,000
University of Northern Iowa	\$275,000
University of Illinois-Springfield	\$251,000
Michigan Technological University	\$250,000
Oakland University	\$230,827
University of Michigan-Dearborn	\$229,295
University of Michigan-Flint	\$229,293
Minnesota State University-Mankato	\$226,615
St. Cloud State University	\$226,615
Eastern Michigan University	\$225,000
Youngstown State University	\$224,121
Northeastern Illinois University	\$220,000
Minnesota State University-Moorhead	\$219,176
Southern Illinois University-Edwardsville	\$217,500
University of Minnesota-Duluth	\$215,000
Bemidji State University	\$207,998
Indiana-Purdue University-Ft. Wayne	\$200,100
University of Southern Indiana	\$196,650
Winona State University	\$192,510
Saginaw Valley State University	\$192,000
Eastern Illinois University	\$186,293
Grand Valley State University	\$185,000
Indiana University-Northwest	\$181,500
Ferris State University	\$180,353
Northern Michigan	\$170,000
Indiana University-South Bend	\$163,100
Indiana University-Southeast	\$163,100

Mean	\$216,719
Median	\$218,338

UW System Non-Doctoral Institution Chancellor Salaries 7/01/07

UW-Oshkosh	\$205,663
UW-Stout	\$204,695
UW-Platteville	\$203,165
UW-Green Bay	\$200,563
UW-Parkside	\$197,503
UW Colleges/Extension	\$196,350
UW-Stevens Point	\$195,346
UW-Superior	\$194,495
UW River Falls	\$193,316
UW-Eau Claire	\$190,230
UW-La Crosse	\$184,000
UW-Whitewater (Interim)	\$180,000

Mean	\$195,444
Median	\$195,848

Consideration of Salary Range Adjustment:
President
University of Wisconsin System

BUSINESS, FINANCE, AND AUDIT COMMITTEE

Resolution I.2.f.4.c:

Whereas, pursuant to ss. 20.923(4g) and 36.09(1)(j), Wisconsin Statutes, the salaries of UW System senior academic leaders must be set within the salary ranges established by the Board of Regents, and based upon a formula derived from the salaries paid by peer institutions to their academic leaders, and

Whereas, pursuant to ss. 20.923 (4g), Wisconsin Statutes, the Board of Regents shall set the salaries for these positions within the ranges to which the positions are assigned to reflect the structure of the system, to recognize merit, to permit orderly salary progression, and to recognize competitive factors, and

Whereas, the President of the University of Wisconsin System salary is now at the maximum of the currently approved Senior Executive Salary range nine, and

Whereas, the Senior Executive Salary Policy (Regent Policy Document 6-5 as amended October 10, 2003) specifies that UW senior executive “salary ranges shall be adopted by resolution by a majority of the full membership of the Board of Regents in open session by roll call vote at a regularly scheduled meeting, for the ensuing fiscal year, after review of peer salary survey information;” and

Whereas, the Board of Regents affirms that leadership is critically important to the performance of our UW System, our institutions, and the students and citizens they serve and therefore places a high value on retaining our outstanding UW System President.

Now, therefore be it resolved;

That, upon recommendation of the President of the Board of Regents of the University of Wisconsin System, the salary range for President Reilly be adjusted following Regent Policy 6-5, as set forth in the attached, effective July 1, 2008.

Peer Salary Comparisons for UW System President

PROPOSED

7/1/2008 Salary Range Calculated in Accordance with Board of Regents' Policy:

2006-07 peer group median salary:	\$405,000
CUPA-HR projects 4.0% increase in 2007-08	<u>x 1.04</u>
2007-08 projected peer group median:	\$421,200
Executive salary policy cost-of living adjustment	<u>x .95</u>
Regents Salary Range Midpoint:	\$400,140
Regents Salary Range Minimum (90%):	\$360,126
Regents Salary Range Maximum (110%):	\$440,154

2006-07 Peer Group Salaries:

University of Texas System	\$476,400
University of North Carolina System	\$425,000
University of Maryland System	\$419,900
University of California System	\$405,000
City University of New York	\$395,000
California State University System	\$377,000

State University of New York	\$340,000
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Mean	\$405,471
Median	\$405,000

UW System President Salary 7/01/07

UW-System \$341,864

Consideration of Salary Adjustments for Senior Academic
Leaders to Address Recruitment and Retention Challenges
for Chancellors at UW-Platteville, UW-Stout, and UW-
Superior and Provost at UW-Platteville

BUSINESS, FINANCE, AND AUDIT COMMITTEE

Whereas, pursuant to ss. 20.923(4g) and 36.09(1)(j), Wisconsin Statutes, the salaries of UW System senior academic leaders must be set within the salary ranges established by the Board of Regents, and based upon a formula derived from the salaries paid by peer institutions to their academic leaders, and

Whereas, section 36.09(1)(j), Wisconsin Statutes, authorizes the Board of Regents to increase chancellors' and other university senior academic leaders' salaries to address salary inequities or to recognize competitive factors in the periods between pay plan adjustments, and

Whereas, at the February 2006 Board of Regents meeting, the Business, Finance, and Audit Committee endorsed the recommendation that the President of the UW System periodically perform a review and assessment of individual chancellor's salaries to determine whether there is a need for an adjustment to recognize competitive factors or correct salary inequities among senior academic leadership, as allowed by law, and

Whereas, the Board of Regents affirms that leadership is critically important to the performance of our institutions and the students and citizens they serve and, therefore, places a high value on recruiting and retaining our outstanding senior academic leaders.

Now, therefore, be it resolved;

That, upon recommendation of the President of the University of Wisconsin System, the annual salary for Chancellor Markee, Chancellor Sorensen, Chancellor Erlenbach, and Provost Butts be adjusted due to competitive market factors and equity reasons as set forth in the attached, effective February 8, 2008.

**CONSIDERATION OF SALARY ADJUSTMENTS FOR SENIOR
ACADEMIC LEADERS TO ADDRESS RECRUITMENT AND
RETENTION CHALLENGES FOR THE CHANCELLORS AT
UW-PLATTEVILLE, UW-STOUT, AND UW-SUPERIOR AND
THE PROVOST AT UW-PLATTEVILLE**

EXECUTIVE SUMMARY

BACKGROUND

In accordance with ss. 20.923(4g) and 36.09(1)(j), Wisconsin Statutes, the salaries of UW System senior academic leaders must be set within the salary ranges established by the Board of Regents, and based upon a formula derived from the salaries paid by peer institutions to their academic leaders. Senior academic leaders also are eligible to receive increases to their salaries conforming to the amounts approved by the state for general state employee pay plan adjustments, pursuant to s. 230.12(3)(e), Wisconsin Statutes. In addition, section 36.09(1)(j), Wisconsin Statutes, authorizes the Board of Regents to increase employees' salaries to address salary inequities or to recognize competitive factors in the periods between pay plan adjustments.

REQUESTED ACTION

Approval of Resolution I.2.f.5.

DISCUSSION

The Business, Finance, and Audit Committee recommended in their February 2006 meeting that the President of the UW System shall periodically conduct a review and assessment of individual senior academic leader's salaries, taking into consideration the evaluation of the performance of the senior academic leader in his/her current position, to determine whether there is a need for an adjustment in the salary due to competitive market factors and equity reasons. The Business, Finance, and Audit Committee endorsed this new process as a step in the right direction. The President of the UW System has therefore initiated this process and, with this resolution, is forwarding for approval a base salary adjustment for three Chancellors and one Provost.

RELATED REGENT POLICIES

Regent Policy 6-5

Wisconsin Statutes, s. 20.923(4g), s. 36.09(1)(j), and s. 230.12(3)(e)

Peer Salary Comparisons for Non-Doctoral Chancellors

Proposed

2007-08 Salary Range Calculated in Accordance with Board of Regents' Policy:

2006-07 peer group median salary:	\$218,338
CUPA-HR projects 4.0% increase in 2007-08	<u>x 1.04</u>
2007-08 projected peer group median:	\$227,072
Executive salary policy cost-of living adjustment	<u>x .95</u>
Regents Salary Range Midpoint:	\$215,718
Regents Salary Range Minimum (90%):	\$194,146
Regents Salary Range Maximum (110%):	\$237,290

2006-07 Peer Group Salaries:

University of Akron	\$325,077
Central Michigan University	\$285,000
University of Northern Iowa	\$275,000
University of Illinois-Springfield	\$251,000
Michigan Technological University	\$250,000
Oakland University	\$230,827
University of Michigan-Dearborn	\$229,295
University of Michigan-Flint	\$229,293
Minnesota State University-Mankato	\$226,615
St. Cloud State University	\$226,615
Eastern Michigan University	\$225,000
Youngstown State University	\$224,121
Northeastern Illinois University	\$220,000
Minnesota State University-Moorhead	\$219,176
Southern Illinois University-Edwardsville	\$217,500
University of Minnesota-Duluth	\$215,000
Bemidji State University	\$207,998
Indiana-Purdue University-Ft. Wayne	\$200,100
University of Southern Indiana	\$196,650
Winona State University	\$192,510
Saginaw Valley State University	\$192,000
Eastern Illinois University	\$186,293
Grand Valley State University	\$185,000
Indiana University-Northwest	\$181,500
Ferris State University	\$180,353
Northern Michigan	\$170,000
Indiana University-South Bend	\$163,100
Indiana University-Southeast	\$163,100

Mean	\$216,719
Median	\$218,338

UW System Non-Doctoral Institution Chancellor Salaries 7/01/07

UW-Oshkosh	\$205,663
UW-Stout	\$204,695
UW-Platteville	\$203,165
UW-Green Bay	\$200,563
UW-Parkside	\$197,503
UW Colleges/Extension	\$196,350
UW-Stevens Point	\$195,346
UW-Superior	\$194,495
UW River Falls	\$193,316
UW-Eau Claire	\$190,230
UW-La Crosse	\$184,000
UW-Whitewater (Interim)	\$180,000

Mean	\$195,444
Median	\$195,848

Recommendation for Base Salary Adjustment for Chancellor David Markee

The following is an analysis of Chancellor Markee's salary compared to peers and the broader market for similar institutions and for internal equity considerations.

Chancellor Markee is our third longest serving chancellor having assumed his current position 8/13/96. Most recent information on peer median salaries place his salary \$23,907 (-10.53%) below the projected peer median salary for 2007-08. Based on an American Council on Education 2007 survey, the average tenure of chancellors is 8.5 years. Effective February 1, 2008 Chancellor Markee will have served 11.5 years as chancellor. Assuming therefore that someone with 8.5 years of service would be at the midpoint of the BOR proposed range, which is based on the most current market data, Chancellor Markee's salary should be between the midpoint and the maximum of the proposed BOR range, to be market competitive. Budget size is also part of the consideration as a proxy for relative complexity of the job compared to other institutions. Of the 11 comprehensive institutions, UW-Platteville's budget is the seventh largest at \$91,738,003 for 2006-07. For comparison, UW-Whitewater has the largest budget of the comprehensive institutions at \$173,153,492, nearly 1.9 times larger.

The projected CUPA-HR median salary for institutions with a comparable mission and budget size to UW-Platteville is \$232,783, less than 3% higher than the peer median and therefore not used as a factor in these market considerations.

Finally, while the market data from peers and CUPA-HR supports an increase of at least \$20,168, such an increase is not possible due to current economic and budgetary constraints. Therefore, one third of this amount, or \$6,723, is recommended. This increase for Chancellor Markee will set his salary at \$209,888. The salary adjustment is made in order to reflect current market conditions and the need to maintain competitive salaries for our academic leaders.

Proposed Salary Range and External Market/Competitive Factors

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
BOR Current Range	\$176,113	\$195,681	\$215,249
BOR Proposed Range (07/01/08)	\$194,146	\$215,718*	\$237,290
Peer Median (projected for 07/08)		\$227,072	
CUPA HR Median for UW-Platteville		\$232,783**	

* 95% of Peer Median. Ranges for 2007-08 were based on 2006-07 salary survey data adjusted by 4.0% and recommended to the Board of Regents for 2007-08.

** Based on institutions of the similar size budget and masters level programs from the CUPA-HR (College and University Professional Association – Human Resources) 2006-07 Survey of 1,329 institutions adjusted by 4.0%.

Base Salary Adjustment Recommendation

7/1/2007 Salary \$203,165

Base increase requested effective

02/08/08 with Board approval \$6,723

02/08/08 base salary \$209,888

Base Adjustment Percentage Increase 3.31%

Percent below projected peer median (\$227,072) -7.57%

Percent below CUPA HR median for UW-Platteville (\$232,783)-9.84%

Recommendation for Base Salary Adjustment for Chancellor Charles Sorensen

The following is an analysis of Chancellor Sorensen's salary compared to peers and the broader market for similar institutions and for internal equity considerations.

Chancellor Sorensen is our longest serving chancellor having assumed his current position 8/15/88. Most recent information on peer median salaries place his salary \$22,377 (-9.85%) below the projected peer median salary for 2007-08. Based on an American Council on Education 2007 survey, the average tenure of chancellors is 8.5 years. Effective February 1, 2008 Chancellor Sorensen will have served 19.5 years as chancellor. Assuming therefore that someone with 8.5 years of service would be at the midpoint of the BOR proposed range, which is based on the most current market data, Chancellor Sorensen's salary should be between the midpoint and the maximum of the proposed BOR range, to be market competitive. Budget size is also part of the consideration as a proxy for relative complexity of the job compared to other institutions. Of the 11 comprehensive institutions, UW-Stout's budget is the sixth largest at \$128,441,267 for 2006-07. For comparison, UW-Whitewater has the largest budget of the comprehensive institutions at \$173,153,492, nearly 1.35 times larger.

The projected CUPA-HR median salary for institutions with a comparable mission and budget size to UW-Stout is \$254,753, over 12% higher than the peer median and enough to be considered in this market assessment.

Finally, while the market data from peers and CUPA-HR supports an increase of at least \$21,809, such an increase is not possible due to current economic and budgetary constraints. Therefore, one third of this amount, or \$7,270, is recommended. The salary adjustment is made to reflect current market conditions and the need to maintain competitive salaries for our academic leaders.

Proposed Salary Range and External Market/Competitive Factors

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
BOR Current Range	\$176,113	\$195,681	\$215,249
BOR Proposed Range (02/08/08)	\$194,146	\$215,718*	\$237,290
Peer Median (projected for 07/08)		\$227,072	
CUPA HR Median for UW-Stout		\$254,753**	

* 95% of Peer Median. Ranges for 2007-08 were based on 2006-07 salary survey data adjusted by 4.0% and recommended to the Board of Regents for 2007-08.

** Based on institutions of the similar size budget and masters level programs from the CUPA-HR (College and University Professional Association – Human Resources) 2006-07 Survey of 1,329 institutions adjusted by 4.0%.

Base Salary Adjustment Recommendation

7/1/2007 Salary \$204,695

**Base increase requested effective
02/08/08 with Board approval \$7,270**

02/08/08 base salary \$211,965

Base Adjustment Percentage Increase 3.55%

Percent below projected peer median (\$227,072) -6.65%

Percent below CUPA HR median for UW-Stout (\$254,753) -16.80%

Recommendation for Base Salary Adjustments for Chancellor Julius Erlenbach

The following is an analysis of Chancellor Erlenbach's salary compared to peers and the broader market for similar institutions and for internal equity considerations.

Chancellor Erlenbach is our second longest serving chancellor having assumed his current position 8/01/96. Most recent information on peer median salaries place his salary \$32,577 (-14.35%) below the projected peer median salary for 2007-08. Based on an American Council on Education 2007 survey, the average tenure of chancellors is 8.5 years. Effective February 1, 2008 Chancellor Erlenbach will have served 11.5 years as chancellor. Assuming therefore that someone with 8.5 years of service would be at the midpoint of the BOR proposed range, which is based on the most current market data, Chancellor Erlenbach's salary should be between the midpoint and the maximum of the proposed BOR range, to be market competitive. However, budget size is also part of the consideration as a proxy for relative complexity of the job compared to other institutions. Of the 11 comprehensive institutions, UW-Superior's budget is the smallest at \$54,691,519 for 2006-07. For comparison, UW-Whitewater has the largest budget of the comprehensive institutions at \$173,153,492, nearly 3.17 times larger.

The projected CUPA-HR median salary for institutions with a comparable mission and budget size to UW-Superior is \$218,400, nearly 4% lower than the peer median and enough for some consideration in this market assessment.

Finally, while the market data from peers and CUPA-HR supports an increase of at least \$27,684, such an increase is not possible due to current economic and budgetary constraints. Therefore, one third of this amount, or \$9,228, is recommended. This increase for Chancellor Erlenbach will set his salary at \$203,723. The salary adjustment is made to reflect current market conditions and the need to maintain competitive salaries for our academic leaders.

Proposed Salary Range and External Market/Competitive Factors

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
BOR Current Range	\$176,113	\$195,681	\$215,249
BOR Projected Range (02/08/08)	\$194,146	\$215,718*	\$237,290
Peer Median (projected for 07/08)		\$227,072	
CUPA HR Median for UW-Superior		\$218,400**	

* 95% of Peer Median. Ranges for 2007-08 were based on 2006-07 salary survey data adjusted by 4.0% and recommended to the Board of Regents for 2007-08.

** Based on institutions of similar size budget and masters level programs from the CUPA-HR (College and University Professional Association – Human Resources) 2006-07 Survey of 1,329 institutions adjusted by 4.0%.

Base Salary Adjustment Recommendation

7/1/2007 Salary \$194,495

Base increase requested effective

02/08/08 with Board approval \$9,228

02/08/08 base salary \$203,723

Base Adjustment Percentage Increase 4.74%

Percent below projected peer median (\$227,072) -10.28%

Percent below of CUPA-HR median for UW-Superior (\$218,400) -6.72%

Peer Salary Comparisons for Non-Doctoral Provosts/Vice Chancellors

2007-08 OSER Recommended and JOCER Approved Salary Range:

OSER Range Midpoint:	\$141,037
OSER Range Minimum	\$124,262
OSER Range Maximum	\$157,814

2006-07 Peer Group Salaries:

University of Akron	\$220,000
Oakland University	\$190,528
University of Michigan-Dearborn	\$190,000
Southern Illinois University-Edwardsville	\$185,100
University of Northern Iowa	\$181,178
Grand Valley State University	\$175,329
University of Michigan-Flint	\$173,880
Minnesota State University-Mankato	\$166,293
Eastern Michigan University	\$165,120
St. Cloud State University	\$164,037
University of Illinois-Springfield	\$163,892
Northern Michigan	\$162,318
Eastern Illinois University	\$161,568
University of Minnesota-Duluth	\$160,256
Ferris State University	\$159,331
Saginaw Valley State University	\$155,000
Youngstown State University	\$154,500
Minnesota State University-Moorhead	\$152,709
Northeastern Illinois University	\$151,524
Indiana-Purdue University-Ft. Wayne	\$151,410

Bemidji State University \$150,196

Indiana University-South Bend \$143,400

Indiana University-Northwest \$141,000
Winona State University \$140,000

University of Southern Indiana \$135,068
Indiana University-Southeast \$129,757

Mean \$162,438
Median \$160,912

UW System Non-Doctoral Institution Provost/Vice Chancellor Salaries 7/1/07

UW-Green Bay \$150,872
UW-Platteville \$150,846
UW-La Crosse (Interim) \$150,489

UW-Oshkosh \$147,900
UW-Eau Claire \$147,500
UW-Stout \$146,880
UW-Stevens Point \$144,000

UW-Extension (Interim) \$142,500
UW-Whitewater (Interim) \$142,500
UW-Superior \$142,290

UW Colleges (Interim) \$139,500
UW-Parkside (Interim) \$139,500
UW-River Falls (Interim) \$139,500

Mean \$144,944
Median \$144,000

Recommendation for Base Salary Adjustment for Provost Carol Sue Butts

The comprehensive vice chancellor/provost peer median salary projected for 2007-08 is \$167,348. This projected peer median salary is nearly \$10,000 above the maximum salary range recommended by the Office of State Employment Relations (OSER) and approved by the Joint Committee on Employment Relations (JCOER) for comprehensive provosts and represents a significant retention and recruiting challenge. Several provosts are nearing the top of this range and we currently have six interim provosts covered by this salary range.

Therefore, in response to the request from Chancellor David Markee and based on a review of external market/competitive factors and internal salary equity considerations, a \$6,683 base adjustment for Provost Carol Sue Butts is recommended.

Salary Equity & Market Considerations

- Carol Sue Butts is our longest serving provost having assumed her current position 7/15/98.
- The salary increase requested will place her \$9,819 below (-5.87%) the peer median salary.
- The salary increase requested will place her \$6,168 (3.77%) below the CUPA HR median for UW-Platteville.

The salary adjustment is made to reflect current market conditions and the need to maintain competitive salaries for our academic leaders.

Salary Ranges and External Market/Competitive Factors

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
OSER Approved Range (07/01/07)	\$124,262	\$141,037	\$157,814
Peer Median (projected for 07/08)		\$167,348	
CUPA HR Median for UW-Platteville		\$163,697*	

* Based on institutions of the similar size budget and masters level programs from the CUPA-HR (College and University Professional Association – Human Resources) 2006-07 Survey of 1,329 institutions adjusted by 4.0%.

7/1/2007 Salary \$150,846

**Base increase requested effective
02/08/08 with Board approval \$6,683**

02/08/08 base salary \$157,529

Base Adjustment Percentage Increase 4.4%

Percent behind 2007-08 Projected peer median (\$167,348) -5.86%

Percent behind CUPA median of comparable budget size (\$163,697) -3.37%

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.3. Physical Planning and Funding Committee

Thursday, February 7, 2008
Van Hise Hall
1220 Linden Drive
Madison, Wisconsin

10:00 a.m. All Regents Invited – Room 1820

- UW System Strategic Framework: Advantage Wisconsin

12:00 p.m. Box Lunch

12:30 p.m. Physical Planning and Funding Committee – Room 1418 Van Hise Hall

- a. Approval of the Minutes of the December 6, 2007 Meeting of the Physical Planning and Funding Committee
- b. UW-Madison: Authority to Construct a Continuous Emission Monitor Project for the Charter Street Heating Plant
[Resolution I.3.b.]
- c. UW-Madison: Approval of the Design Report and Authority to Adjust the Project Scope and Budget and Construct the Education Building Addition/Renovation Project
[Resolution I.3.c.]
- d. UW-Madison: Approval of the Design Report and Authority to Construct the Sterling Hall Renovation Project
[Resolution I.3.d.]
- f. UW-Stout: Approval of the Design Report and Authority to Construct the Price Commons Second Floor Renovation Project
[Resolution I.3.f.]
- g. UW System: Authority to Seek a Waiver of Wis. Stats. s.16.855 to Allow Alternative Forms of Delivery for Various Construction Projects
[Resolution I.3.g.]
- h. UW System: Authority to Construct All Agency Maintenance and Repair Projects
[Resolution I.3.h.]
- i. Report of the Associate Vice President
 1. Building Commission Actions
 2. Overview: 2009-11 Capital Budget Process and Timeline
- x. Additional items which may be presented to the Committee with its approval

Authority to Construct a Continuous Emission
Monitor Project for the Charter Street Heating
Plant, UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, authority be granted to construct a Continuous Emission Monitor (CEM) for the Charter Street Heating Plant at an estimated project cost of \$500,000 (Agency Fuel and Utilities Fund).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2008

1. Institution: The University of Wisconsin-Madison
2. Request: Authority to construct a Continuous Emission Monitor (CEM) for the Charter Street Heating Plant at an estimated project cost of \$500,000 (Agency Fuel and Utilities Fund).
3. Description and Scope of the Project: This project will install a CEM system to sample flue gas from the stack and monitor emissions of carbon dioxide, nitrogen oxides, and sulfur dioxides from Boilers 1, 2, 3, and 4. Emission data will be collected and recorded to obtain an hourly discharge value for monitoring requirements. Sample analysis equipment and data acquisition hardware will be housed in an environmentally controlled enclosed shelter located in close proximity of the stack. New sample extraction ports may be required on the stack and associated air flow monitoring will be installed in the stack. Flue gas samples will be extracted and transported through an umbilical cord between the stack sample port and sample analysis equipment.
4. Justification of the Request: Pursuant to the Consent Decree from the Sierra Club v. Morgan/Ehrfurth lawsuit, Order No. 07-C-251-S (W.D. Wis. 2007), a CEM shall be installed on the common stack at the Charter Street Heating Plant no later than December 31, 2008. The CEM is needed to measure emissions of carbon dioxide, nitrogen oxides and sulfur dioxides from Boilers 1, 2, 3, and 4. The CEM shall comply with DNR requirements for calibration and accuracy.
5. Budget:

Construction	\$375,000
A/E Design Fees	42,000
DSF Management Fees	18,000
Contingency	<u>65,000</u>
Estimated Total Cost	\$500,000
6. Previous Action: None.

Approval of the Design Report and Authority to
Adjust the Project Scope and Budget and
Construct the Education Building
Addition/Renovation Project, UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the of the UW-Madison Chancellor and the President of the University of Wisconsin System, the Design Report of the Education Building Restoration, Renewal, and Addition project be approved and authority be granted to (a) increase the scope and budget by \$2,345,000 (\$1,454,000 Gift Funds and \$891,000 Program Revenue-Cash) and (b) construct the project at a total cost of \$33,345,000 (\$32,454,000 Gift Funds and \$891,000 Program Revenue-Cash).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2008

1. Institution: The University of Wisconsin-Madison
2. Request: Approval of the Design Report of the Education Building Restoration, Renewal, and Addition project and authority to (a) increase the scope and budget by \$2,345,000 (\$1,454,000 Gift Funds and \$891,000 Program Revenue-Cash) and (b) construct the project at a total cost of \$33,345,000 (\$32,454,000 Gift Funds and \$891,000 Program Revenue-Cash).
3. Description and Scope of Project: This project will demolish 17,000 GSF and renovate 69,000 GSF of the existing five-story Education Building located on Bascom Mall on the UW-Madison campus. It will construct a new four-story, 38,000 GSF wing on the east side to house classrooms and offices; and create a three-story infill addition between the east and west wings for a 150 seat lecture hall, conference rooms, and a commons area with food service. There will be two main entrances to the building, a west entrance overlooking Observatory Drive and the original entrance off Bascom Mall. Once completed, the facility will house Administrative Services, Student Services, classrooms, and four academic departments of the School of Education.

The existing wood grand staircase will be preserved along with the lobby and key portions of the original corridors, doors, wainscoting, and trim. New mechanical, electrical, plumbing, fire protection, telecom, and audio visual systems will be provided throughout the renovated building and the new addition. The project will provide masonry tuckpointing and terra cotta repairs to the exterior façade of the original building. The project will also provide replacement windows and new insulation.

The project scope was increased to include a 15,000 GSF, 35-stall, single level underground parking structure to the west of the existing building and adjacent to the lower level. There will be a green roof plaza above this new parking area.

4. Justification of the Request: This building was originally constructed in 1910 for the School of Engineering. In 1939 the School of Education moved into the building and shared it with the School of Engineering. The last substantial renovation of the building was done in 1950 when the School of Engineering moved out. While historically significant and beautiful, the building shows its age in many places and its structure presents both physical and programmatic challenges. Updates and alterations over the years have resulted in compromising the original character of the building and have never fully addressed the long-term needs of the occupants and users. The design of a new west entrance to the building will present a more pleasant façade to the public.

This project is made possible by a generous private gift and additional private funding has been identified to complete the parking structure.

The original program replaced the 26 parking spaces that currently exist in the parking lot behind the building. Further study concluded that moving the parking spaces to an underground structure would create more green space plus an outdoor assembly area that would open to the lake across Observatory Drive. This portion of the project will be funded by parking revenue funds.

5. Budget:

Construction	\$24,232,000
Hazardous Material Abatement	165,000
Contingency	1,734,000
AE & Consultant Fees	3,441,000
DSF Management Fee	1,092,000
Movable Equipment	1,474,000
Special Equipment	1,125,000
Percent for Art	<u>82,000</u>
Total Project Cost	\$33,345,000
Construction Cost / GSF	\$197
Total Project Cost / GSF	\$271

6. Previous Action:

August 18, 2005 Resolution 8883	Recommended that the Education Building Restoration, Renewal, and Addition project be submitted to the Department of Administration and the State Building Commission, as part of the university's 2005-07 Capital Budget request, at an estimated total project cost of \$31,000,000 Gift Funds. The project was subsequently enumerated in the 2005-07 Capital Budget at \$31,000,000 Gift Funds.
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Approval of the Design Report and Authority to
Construct the Sterling Hall Renovation Project,
UW-Madison

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Madison Chancellor and the President of the University of Wisconsin System, the Design Report be approved and authority be granted to construct the Sterling Hall Renovation Project at an estimated project budget of \$17,500,000 General Fund Supported Borrowing (\$16,500,000 General Fund Supported Borrowing, and \$1,000,000 General Fund Supported Borrowing – All Agency UW Infrastructure).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2008

1. Institution: The University of Wisconsin-Madison
2. Request: Approval of the Design Report and authority to construct the Sterling Hall Renovation project at an estimated project budget of \$17,500,000 General Fund Supported Borrowing (\$16,500,000 General Fund Supported Borrowing, and \$1,000,000 General Fund Supported Borrowing – All Agency UW Infrastructure).
3. Description and Scope of Project: The project upgrades 90,100 ASF/165,600 GSF in both the 1917 and 1959 wings of Sterling Hall to house offices and classrooms for the College of Letters and Science. In the original 1917 wing, minor interior remodeling will occur along with upgrades to finishes and ceilings. A new fin-tube perimeter heat system will be installed. In the 1959 wing, the entire interior of the seven story structure will be remodeled and receive a new HVAC system, a new plumbing system, and a new primary electrical service. Additional upgrades to the facility include two new elevators, a new emergency generator, campus steam/chilled water systems, voice/data systems, upgraded security systems/entrances, and the addition of a fire protection system.

Exterior work includes replacement of windows in the 1959 wing and construction of a new accessible entrance on the Charter Street side of the facility. Also included are repairs and tuckpointing of portions of the exterior brick, stone, and terra cotta walls, a new waterproofing system, and new landscaping on the deck over the north courtyard area.

4. Justification of the Request: A full justification of this project was provided as part of the 2003-05 Capital Budget request. In early 2006, an architectural/engineering consultant team was hired to begin the programming and design of the Sterling Hall Renovation project. As design work progressed, a number of issues arose in terms of cost, schedule, and building efficiency and functionality for the intended primary occupant – the Department of Psychology. The estimated budget increased, and the expected building efficiency decreased to the point where the proposed space for the psychology department in Sterling would have been reduced from 72,000 to 59,200 ASF in order to fit within the available useable space. In order to completely accommodate the psychology program, the campus identified alternate space in another location to house the psychology department's clinical programs, but that solution would have isolated the clinical function from the rest of the department's programs.

Faced with the prospect of an over-budget project that would not result in an improvement to psychology's research or instructional needs above what is currently provided in their space in Brogden Hall, the campus re-examined the project's viability. As a result, the campus administration decided to have psychology remain in Brogden Hall; reduce the scope and budget of the Sterling Hall project to make the building functional as a classroom/office

building for a variety of short and long term campus space needs; and request reallocation of the remaining general fund supported borrowing to other high priority campus projects.

The current project scope enables the Department of Astronomy, an existing occupant of Sterling Hall, to receive remodeled and expanded space (a total of 18,400 ASF) in the building as originally planned. The remainder of the renovated space will be used to meet swing space needs in the short term and will fulfill a number of space needs for the social sciences within the College of Letters and Science in the long term.

5. Budget:

	%	Cost
Construction		\$13,192,700
Hazardous Materials Abatement		255,000
Contingency	7.8%	1,046,400
A/E Fees	15.0%	2,102,100
DSF Management Fee		581,600
Plan Review/Other Fees/Testing		178,400
Movable Equipment		100,000
% For Art	0.25%	43,800
Total Project Cost		\$17,500,000

Construction Cost/GSF	\$79.76
Total Project Cost/GSF	\$105.80

6. Previous Actions:

August 19, 2004 Resolution 8888	Recommended that the Sterling Hall renovation project be submitted to the Department of Administration and the State Building Commission as part of the UW System 2005-07 Capital Budget request at an estimated cost of \$34,000,000 General Fund Supported Borrowing. The project was subsequently enumerated at \$39,500,000 (\$17,500,000, 2005-07 General Fund Supported Borrowing, \$20,000,000, 2007-09 General Fund Supported Borrowing, and \$2,000,000 gift funds).
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December 8, 2006 Resolution 9267	Granted authority to (a) reduce the project scope and budget of the Sterling Hall Renovation project from \$39,500,000 (\$17,500,000 2005-07 General Fund Supported Borrowing, \$20,000,000 2007-09 General Fund Supported Borrowing, and \$2,000,000 Gift Funds) to \$16,500,000 (\$16,500,000 General Fund Supported Borrowing; (b) reallocate \$15,000,000 General Fund Supported Borrowing to the Biochemistry II project and increase the gift funding for the Biochemistry II project by \$10,000,000; and (c) reallocate \$6,000,000 General Fund Supported Borrowing to the West Campus Utility Improvements project.
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Approval of the Design Report and Authority
to Construct the Price Commons Second Floor
Renovation Project, UW-Stout

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Stout Chancellor and the President of the University of Wisconsin System, the Design Report be approved and authority be granted to (a) increase the project scope and budget by \$896,000 (\$446,000 Program Revenue Supported Borrowing and \$450,000 Program Revenue-Cash), and (b) construct the Price Commons Second Floor Renovation project at an estimated total project cost of \$3,975,000 (\$2,875,000 Program Revenue Supported Borrowing and \$1,100,000 Program Revenue-Cash).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2008

1. Institution: The University of Wisconsin–Stout
2. Request: Approval of the Design Report and authority to (a) increase the project scope and budget by \$896,000 (\$446,000 Program Revenue Supported Borrowing and \$450,000 Program Revenue-Cash), and (b) construct the Price Commons Second Floor Renovation project at an estimated total project cost of \$3,975,000 (\$2,875,000 Program Revenue Supported Borrowing and \$1,100,000 Program Revenue-Cash).
3. Description and Scope of Project: This project abates asbestos containing building materials (ACBM), including floor tile in the second floor dining areas, spray fireproofing, and pipe insulation. The mechanical and electrical systems that serve the food preparation and dishwashing areas on the second floor are upgraded or replaced and the walk-in cooler and freezer are replaced. The servery areas are upgraded for current uses and lighting, finish and serving equipment are upgraded.
4. Justification of the Request: A full justification for this project was included in the 2007-09 capital budget request. In general, although much of the ACBM in the building was abated in previous projects, some ACBM remain, particularly in difficult-to-access areas. These materials pose a hazard to workers performing maintenance or repair work that could disturb this friable material. Since the kitchen preparation and servery areas date from the original construction and have not been upgraded by remodeling projects, the mechanical and electrical systems are past their useable service lives, are not performing optimally, and are in need of renewal. The servery areas are not configured appropriately to address the wider range of food choices and dining patterns that students expect. In addition, finishes are worn and outdated. Reconfiguration of these areas will not only provide more efficient operations but will also provide an updated environment that enhances the dining experience for students.

A budget increase is requested in order to fully fund the food service equipment necessary for this project. As the design of this project developed it became apparent that the original budgets for construction and asbestos abatement would not be adequate to accomplish the identified scope of work. In addition, due to the uncertainties of hidden conditions, a larger contingency was determined to be prudent. However, in order to make these budget adjustments, it would have been necessary to eliminate \$712,000 of food service equipment, which is an essential part of this project.

5. Budget:

	%	Cost
Construction		\$2,764,700
Hazardous Materials Abatement		174,000
Contingency	20.0%	587,700
A/E design & Other Fees		313,900
DSF Management	4.0%	117,800
Plan Review/Testing		7,000
Percent for Art	0.25%	9,900
Estimated Total Project Cost		\$3,975,000

6. Fee Impact: The cost of debt service will be factored into the cost of the dining plan starting in the fall of 2008. The current price for the most popular meal plan is \$1,894 annually. Projecting 2,900 resident meal plans in the fall of 2008, the estimated increase will be \$76 annually to cover debt service, inflation, and cost-to-continue.

7. Previous Action:

August 17, 2006
Resolution 9225

Recommended that the Price Commons Second Floor Renovation project be submitted to the Department of Administration and the State Building Commission as part of the UW System 2005-07 Capital Budget request at an estimated cost of \$2,713,000 (\$2,513,000 Program Revenue Supported Borrowing and \$182,000 Program Revenue-Cash). The project was subsequently enumerated at \$3,079,000 (\$2,429,000 Program Revenue Supported Borrowing and \$650,000 Program Revenue-Cash).

Authority to Seek a Waiver of Wis. Stats.
s.16.855 to Allow Alternative Forms of
Delivery for Various Construction Projects,
UW System

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the President of the University of Wisconsin System, authority be granted to request a waiver of Wis. Stats s.16.855 under the provisions of s.13.48 (19) to allow alternative forms of project delivery as follows:

Institution	Project Name	Proposed Delivery Method	Total Project Budget	GF SB	PR/Gift
MSN	Biochemistry Building	Single-Prime	\$117.0M	\$58.5M	\$58.5M
MSN	South Campus Union	CM-At-Risk	\$87.7M		\$87.7M
MSN	Education Building Renovation & Addition	Single-Prime	\$31.0M		\$31.0M
PKS	Suite Style Residence Hall	Single-Prime	\$17.7M		\$17.7M
STO	Jarvis Science Wing Renovation & Addition	Single-Prime	\$43.2M		\$43.2M
SUP	Jim Dan Hill Library Renovation	Single-Prime	\$7.8M	\$4.7M	\$3.1M

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2008

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2. Request: Authority to request a waiver of Wis. Stats s.16.855 under the provisions of s.13.48 (19) to allow alternative forms of project delivery as follows:

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3. Background and Description and Scope of Projects:

Background: Multiple-prime bidding is a delivery method that works well for many projects, it involves multiple sources of coordination, scheduling, and quality control. For projects with complicated phasing or with unusual coordination requirements, multiple-prime contracting poses challenges. If there are problems with coordination, or an inadequate construction quality, multiple sources of responsibility will complicate the assignment of responsibility and the resolution of problems. Although in multiple-prime contracting a general contractor is assigned responsibility for coordination, the general contractor lacks any contractual leverage over other contractors. Single-prime contracting greatly simplifies scheduling, coordination, and quality control by the assignment of a single source of responsibility. Problem resolution is simplified and the ability to manage the schedules of all trades results in faster construction.

Meeting schedules can be problematic with multiple-prime contracting because each contractor is responsible only for their portion of work. For projects that depend on sources of revenue for funding, such as residence halls, a failure to complete a project on schedule can result both in a loss of revenue and the inability to meet contractual obligations to students. Meeting those obligations through other temporary means often results in additional unanticipated costs and customer dissatisfaction. In order to provide a contractor incentive to meet a schedule, construction contracts can be written to incorporate liquidated damages. Liquidated damages, which are actual costs to the owner for failure to

meet a completion schedule, can be assessed to the contractor when a schedule is not met, and is an effective disincentive to missing a schedule. However, when there are multiple contractors involved, it becomes nearly impossible to determine responsibility for delays, rendering liquidated damages an ineffective means of assuring that a schedule is met.

Traditional design/bid/build delivery methods do not involve contractors until the project has been fully designed. Therefore, a contractor's expertise in determining costs, assessing constructability, and setting optimal construction schedules is not available to designers when it would be most useful – during design when changes could easily be made, rather than after bidding, when changes are difficult to make. Early involvement of a contractor also results in realistic costing and scheduling, since the contractor must commit to a cost and schedule - the “at-risk” component - earlier than would be the case with traditional design/bid/build. Finally, construction management-at-risk provides the opportunity for the architects, engineers, and other design consultants to establish a successful working relationship, each serving as a check and balance to the other.

Competition in single-prime bidding occurs because it is in the bidder's best interest to receive multiple sub-bids for the various trades, similar to what is now done with sub-trades and suppliers, in order to provide the lowest cost bid. Concerns with bid shopping or other unethical practices can be addressed by appropriate bidding procedures.

Construction management-at-risk typically involves selection of a contractor based on a proposal and follow-up interviews, similar to the competitive qualification-based-selection system used for the hiring of design consultants. Contractor evaluation usually includes contractor and staff expertise, methods, fees, and schedules. Cost competition results from the fact that it is in the contractor's best interest to provide a competitive proposal for initial construction manager selection, and then to deliver a project that does not exceed the guaranteed maximum price that was provided to the owner. Therefore, competitive bidding of the various trades and suppliers is the best way for the construction manager to assure that construction costs are kept within the budget.

Description and Scope of Projects: The projects' scopes, descriptions, and specific justifications for the waivers are as follows:

- a. UW-Madison Biochemistry Building - The biochemistry buildings were constructed over the course of almost 100 years during five different phases in 1912, 1937, 1956, 1985, and 1998. This project will remove a small portion of the 1912 and 1937 buildings, all of the 1956 building, and a very small portion of the 1985 building. It will construct a research tower at the southwest end of Henry Mall, and renovate or reconstruct three National Landmark designated historic buildings on Henry Mall: the Agricultural Journalism Building constructed in 1906, the original Biochemistry Building constructed in 1912 and the first biochemistry addition constructed in 1937. It will demolish the second biochemistry addition constructed in 1956. The project will infill the area with a new 84,200 ASF/159,000 GSF research tower. The new research tower will be six stories plus a mechanical penthouse above grade. It will have two stories below grade, housing animal research laboratories and a mechanical sub-

basement. It will house a 120-seat auditorium, conference rooms, and a lobby reception space on the first floor with research laboratories on the five floors above.

Single-Prime Bidding is requested for this project because of unusually complicated coordination and scheduling issues that are best addressed by a single source of responsibility. The proposed building is located within an historic district and will require careful historic restoration on existing buildings. The project also requires the preservation of a historic elm tree. The site for this project is very tight, and will require a high level of coordination and schedule control to assure that operations of adjacent buildings are not disrupted. In addition, connection to and interface of this project with existing buildings will require a high level of contractor coordination and schedule control to assure that existing research functions are not disrupted.

The partial demolition work that will occur on this tight site, combined with the need to avoid damage to the existing historic structures, is best coordinated and accomplished through a single source of responsibility. The complex plumbing, mechanical, electrical, and telecommunications infrastructure in this building will require an unusually high level of coordination to avoid conflicts and to assure correct integration and operation of these complex systems. A single contractor coordinating all of this work will have a higher likelihood of success than multiple contractors who are only responsible for their trade.

- b. UW-Madison South Campus Union - This project will demolish the existing 66,800 ASF/113,000 GSF of Union South, which was constructed in 1969 and now has significant maintenance problems in addition to being too small and poorly configured for current and projected requirements. In its place, and on additional land adjacent to the site, a new 170,000 ASF/274,200 GSF building will be constructed. The new building will accommodate food service, recreational activities, retail services, meeting and conference spaces, and 120 guest/hotel rooms. In addition, the project will include a 270 stall parking ramp under the building. This project will incorporate sustainable design features with the goal of obtaining U.S. Green Building Council Leadership in Energy and Environmental Design (LEED™) certification. The LEED™ Green Building Rating System encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

A Construction Manager-At-Risk (CMAR) delivery method is requested for this project for reasons of complexity, coordination, and scheduling.

This project has an unusual level of complexity, and will require a higher-than-normal degree of coordination. The building will include student union space, hotel space, and a parking structure, all of which need to be constructed on a very constrained urban site with little or no staging area. Prior to construction, the demolition of three buildings will need to occur. In addition, construction of this project will need to be coordinated with city improvements to streets, construction of utility trunk lines, and construction of the Wisconsin Institutes for Discovery project which is directly across the street. This

will all require a higher degree of contractor coordination and much earlier contractor involvement than would be obtainable through a standard delivery method. Early contractor involvement will also provide constructability review and will identify and resolve cost issues that may not otherwise be known until after the project is designed and bid. Finally, a single source of contractor responsibility will be more effective at managing the construction period documentation that will be required for LEED™ certification.

This project has an unusually tight schedule which can be mitigated by the CMAR process in two ways. First, with an expedited schedule, this project can be completed approximately one year sooner than would be the case with normal delivery methods, potentially saving approximately \$4,000,000 in construction costs given current escalation rates, and maximizing the value of what can be built within the available budget.

By completing this project by March 2011, the College of Engineering will be able to host the prestigious National Science Olympiad in May of that year in this new building. For auxiliaries, such as the Wisconsin Union, which depend on generating revenue for their funding, missing a completion schedule can result both in a loss of general revenue and an inability to meet obligations to important customers like the National Science Olympiad. The reliance on temporary solutions when deadlines are not met often results in additional and unanticipated costs as well as customer dissatisfaction. Meeting schedule deadlines is one of the greatest challenges with multiple-prime contracting due to the fact that each contractor is only responsible for their portion of work. It is difficult to assign responsibility for schedule delays when there are multiple contractors. The use of liquidated damages for failure to meet a schedule is not as effectively enforced on multiple prime contracts.

A construction manager is able to compress the construction schedule by phasing and sequencing work in such a way that portions of the project, such as demolition and foundations, can be under construction while other portions of the work, such as exterior envelope, are being bid, and still other work, such as interior partitions and finishes, are being designed. A standard delivery method of design, bid, and build is not able to achieve these efficiencies. In addition, a single source of schedule responsibility and contractual control, such as provided by a Construction Manager, is far more likely to be able to effectively manage schedules. If the university so chooses, it is also possible to use liquidated damages as a schedule incentive.

- c. UW-Madison Education Building Renovation and Addition - This project will demolish approximately 17,500 GSF of space in the existing building and renovate the remaining 66,000 GSF. It will construct a 33,000 GSF addition that is six stories plus a basement and sub-basement addition. This project will renew the building's exterior envelope, replace plumbing, mechanical, and electrical systems, and provide upgrades of life safety features. The project will also provide accessibility improvements, abate hazardous materials, and remodel space to meet programmatic needs. Since this building is part of a historic district, which is listed on the National Register of Historic

Places, all exterior work will be done in accordance with historic guidelines. This project will also incorporate sustainable features and is designed to achieve a minimum of a LEED™ silver rating.

Single-prime bidding is requested for this project for numerous reasons. The site must continue to accommodate ongoing traffic and operations and provide construction staging on a very constricted footprint. Because the East Campus Utility project's underground lines will be installed on this same site during the construction of this renovation/addition project careful coordination between these two projects is essential. It will be beneficial to have a single point of responsibility to manage and coordinate all construction activities within this densely built and heavily utilized part of campus. In addition, the extensive documentation required for LEED™ certification is best managed by a single entity.

- d. UW-Parkside Suite Style Residence Hall - This project constructs a 71,300 ASF/93,200 GSF, 250-bed residence hall, the first of two project phases that could eventually total 376 beds. The building provides units that are clustered around central lounge and study spaces to form 11 “houses”, each comprised of 17 to 28 students and one resident assistant. Each unit will contain one private bathroom with separate lavatory, toilet, and shower spaces. In addition to the houses, there will be common areas and an apartment for the residence hall director. A partial basement will house mechanical equipment, trash and recycling space, and general storage for housing operations. This project is being designed to accommodate a future phase of an additional 126 beds. Utilities, building infrastructure, and support spaces in this project have been sized to accommodate both the current project and the future phase.

Single-prime bidding is being requested for this project due to the extremely tight construction schedule that will best be met by a single source of schedule responsibility. The construction period of 13 months is much shorter than normal for a state project, but is necessary in order to occupy this project by the 2009 Fall semester, and thereby address housing demand that exceeds capacity and has resulted in overcrowded conditions. Failure to meet a fall semester opening would result in a year of lost revenue for university housing. Because of the difficulty of assigning responsibility for schedule where there are multiple contractors, the use of liquidated damages for failure to meet a schedule is not effective on multiple prime contracts. A single contractor will be more effective at coordinating and expediting construction than would multiple contractors with multiple areas of responsibility and coordination, and would make it possible to use liquidated damages.

- e. UW-Stout Jarvis Hall Science Wing Renovation and Addition - This project completely renovates approximately 66,400 GSF of existing space, demolishes 11,400 GSF of poor quality space, and constructs an addition of approximately 90,900 GSF to house the sciences and the Department of Mathematics, Statistics and Computer Science. In addition to remodeling to meet the current programmatic needs of the sciences, the renovation work replaces plumbing, mechanical, and electrical systems; upgrades life safety features; provides accessibility improvements; abates hazardous materials; and

repairs the exterior envelope. The project includes the construction of state-of-the-art classrooms that replace poor quality classrooms. Sustainable design features also will be incorporated in the building.

Single-prime bidding is being requested for this project due to complicated phasing that involves first constructing the addition, then relocating labs to that addition and renovating the existing space. These phases have to be completed in time intervals that coordinate with academic semesters in order to assure continuity of instructional programs. In addition to the phasing complications it will be necessary for the contractor to protect and keep in operation steam and chilled water utility lines that are in a portion of the building that will be demolished, since these utilities serve the Jarvis Hall Technology Wing, Micheels Hall, and Applied Arts. A single contractor will be better able to provide the needed coordination, meet schedules, and assure that operations will not be disrupted than would multiple contractors.

- f. UW-Superior Jim Dan Hill Library Renovation - This project will completely renovate the existing 70,300 GSF building. The renovation work will replace plumbing, mechanical, and electrical systems; upgrade life safety features; provide accessibility improvements, and abate hazardous materials. The project will finish the existing unfinished basement to provide additional usable space and remodel the other two floors to meet programmatic needs. The project corrects access problems at the main entry by providing a secure internal stairway that will connect all three levels and increases book capacity by the addition of regular and movable compact shelving.

The use of single-prime bidding is requested because in the Duluth-Superior construction market multiple-prime bidding is unusual and is not normally used by local governmental agencies or the state of Minnesota. The use of multiple-prime bidding on this project could impede competitive bidding by otherwise qualified local contractors by requiring them to use an atypical bidding and contracting method.

4. Justification of the Request: Specific justification of the requested delivery method for each project is included in the project scope and description areas above.

5. Previous Action:

August 25, 2000 Resolution 8175	Recommended that the BioStar Initiative (which includes the Biochemistry – Phase II project) be submitted to the Department of Administration and the State Building Commission as part of the UW System 2001-03 Capital Budget request.
August 19, 2004 Resolution 8888	Recommended that the UW-Madison Education Building Restoration, Renewal, and Addition; UW-Stout Jarvis Science Wing; and UW-Superior Jim Dan Hill Library Renovation projects be submitted to the Department of Administration and the State Building Commission as part of the UW System 2005-07 Capital Budget request. The projects were subsequently enumerated in the

2005-07 Capital Budget.

December 8, 2006 Resolution 9268	Granted authority to (a) reduce the project scope and budget of the Sterling Hall Renovation project from \$39,500,000 (\$17,500,000 2005-07 General Fund Supported Borrowing, \$20,000,000 2007-09 General Fund Supported Borrowing, and \$2,000,000 Gift Funds) to \$16,500,000 (\$16,500,000 General Fund Supported Borrowing; (b) reallocate \$15,000,000 General Fund Supported Borrowing to the Biochemistry II project and increase the gift funding for the Biochemistry II project by \$10,000,000; and (c) reallocate \$6,000,000 General Fund Supported Borrowing to the West Campus Utility Improvements project.
December 8, 2006 Resolution 9269	Recommended that the UW-System 2005-07 Capital Budget request be amended to add the UW-Madison South Campus Union and Memorial Union Theater Wing Renovation and UW-Parkside Suite Style Residence Hall projects.
November 15, 2007 Resolution 9403	Approved the design report; authorized an increase in the project budget of \$6,950,000 (\$950,000 General Fund Supported Borrowing – BioStar and \$6,000,000 Gift funds); and authorized construction of the Biochemistry II project; at an estimated total cost of \$116,950,000 (\$43,450,000 General Fund Supported Borrowing – BioStar, \$15,000,000 General Fund Supported Borrowing, and \$58,500,000 Gift funds).
November 15, 2007 Resolution 9406	Approved the design report; authorized an increase in the project budget and scope of \$1,531,400 (\$406,400 General Fund Supported Borrowing – UW Infrastructure and \$1,125,000 Gift Funds); and authorized construction of the Jim Dan Hill Library Renovation project at an estimated total project cost of \$7,823,400 (\$4,292,000 General Fund Supported Borrowing , \$406,400 General Fund Supported Borrowing, and \$3,125,000 Gift Funds).
December 19, 2007 Resolution 9423	Approved the design report and authorized construction of the UW-Parkside Suite Style Residence Hall project at an estimated total project cost of \$17,740,000 Program Revenue Supported Borrowing.
December 19, 2007 Resolution 9424	Approved the design report; authorized an increase in the project budget of \$8,075,000 Existing General Fund Supported Borrowing; and authorized construction of the Jarvis Hall Science Wing Renovation and Addition project at an estimated total project cost of \$43,171,000 (\$35,096,000 General Fund Supported Borrowing and \$8,075,000 existing General Fund Supported Borrowing).

Authority to Construct All Agency Maintenance
and Repair Projects, UW System

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the President of the University of Wisconsin System, authority be granted to construct various maintenance and repair projects at an estimated total cost of \$11,989,600 (\$3,070,200 General Fund Supported Borrowing; \$3,134,800 Program Revenue Supported Borrowing; \$4,686,400 Gifts and Grants; and \$1,098,200 Program Revenue-Cash).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action February 2008

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2. Request: Authority to construct various maintenance and repair projects at an estimated total cost of \$11,989,600 (\$3,070,200 General Fund Supported Borrowing; \$3,134,800 Program Revenue Supported Borrowing; \$4,686,400 Gifts and Grants; and \$1,098,200 Program Revenue Cash).

FACILITIES MAINTENANCE & REPAIR

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	Z450	TOTAL
MIL	07E2W	Sandburg Elev Safety Modif (Increase)	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ 55,000
OSH	08A2U	Blackhawk/Reeve/Stewart Roofing	\$ -	\$ 1,050,000	\$ -	\$ -	\$ -	\$ 1,050,000
FM&R SUBTOTALS			\$ -	\$ 1,050,000	\$ 55,000	\$ -	\$ -	\$ 1,105,000

HEALTH, SAFETY, & ENVIRONMENTAL PROTECTION

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	Z450	TOTAL
ARC FLASH HAZARD ANALYSIS								
EAU	08A2R	Arc Flash Hazard Analysis	\$ 143,600	\$ -	\$ 105,900	\$ -	\$ -	\$ 249,500
LAX	08A2Q	Arc Flash Hazard Analysis	\$ 140,400	\$ -	\$ 95,400	\$ -	\$ -	\$ 235,800
MIL	08A2P	Arc Flash Hazard Analysis	\$ 331,000	\$ 104,800	\$ -	\$ -	\$ -	\$ 435,800
STO	08A2N	Arc Flash Hazard Analysis	\$ 147,300	\$ -	\$ 96,400	\$ -	\$ -	\$ 243,700
STP	08A2M	Arc Flash Hazard Analysis	\$ 153,900	\$ -	\$ 82,400	\$ -	\$ -	\$ 236,300
OTHER HEALTH, SAFETY, & ENVIRONMENTAL PROTECTION								
MSN	98593	Storm Water Remediation Ph. IV	\$ 600,000	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,600,000
HS&E SUBTOTALS			\$ 1,516,200	\$ 104,800	\$ 380,100	\$ 1,000,000	\$ -	\$ 3,001,100

PROGRAMMATIC REMODELING & RENOVATION

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	Z450	TOTAL
MSN	08A2K	Kohl Center Light Sculptures	\$ -	\$ -	\$ -	\$ 409,400	\$ -	\$ 409,400
MSN	08A2J	Primate Center Renv	\$ -	\$ -	\$ -	\$ 646,500	\$ -	\$ 646,500
MSN	08A2I	Univ. Houses Preschool Renv	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ 800,000
PR&R SUBTOTALS			\$ -	\$ -	\$ -	\$ 1,855,900	\$ -	\$ 1,855,900

UTILITIES REPAIR & RENOVATION

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	Z450	TOTAL
MSN	08A3H	Randall St. Substation Reloc	\$ 1,554,000	\$ -	\$ 413,100	\$ 1,140,900	\$ -	\$ 3,108,000
STP	08A2H	Parking Lots K&R Renv-Repl	\$ -	\$ 1,230,000	\$ 250,000	\$ -	\$ -	\$ 1,480,000
WTW	07J2H	Athletic Fields Turf Repl	\$ -	\$ 750,000	\$ -	\$ 689,600	\$ -	\$ 1,439,600
UR&R SUBTOTALS			\$ 1,554,000	\$ 1,980,000	\$ 663,100	\$ 1,830,500	\$ -	\$ 6,027,600

	GFSB	PRSB	PR CASH	GIFT/GRANT	Z450	TOTAL
FEBRUARY 2008 TOTALS	\$ 3,070,200	\$ 3,134,800	\$ 1,098,200	\$ 4,686,400	\$ -	\$ 11,989,600

3. Description and Scope of Project: This request provides maintenance, repair, renovation, and upgrades through the All Agency Projects Program.

Facilities Maintenance and Repair Requests

MIL - 07E2W - Sandburg Hall Elevator Safety Modifications (\$55,000 increase for a total project cost of \$284,700): This request increases the project budget to match recent consultant estimates. The project budget increase is needed to complete the originally approved project scope and intent.

OSH - 08A2U – Blackhawk Commons/Reeve Memorial Union/Stewart Hall Roof Replacements (\$1,050,000): This project replaces 50,093 SF of ethylene propylene diene monomer (EPDM) roofing on Blackhawk Commons; 19,083 SF of built-up roofing on Reeve Memorial Union; and 11,834 SF of elastomeric sheet roofing on Stewart Hall to maintain building envelope integrity and prevent damage to the building and contents.

Recent site inspections by UW-Oshkosh physical plant staff and DSF determined this roof requires replacement to address current leaking sections, weathered and worn sections, and/or damaged sections.

Health, Safety, and Environmental Protection

These projects conduct arc flash hazard surveys and analysis and provides arc flash hazard labeling of building electrical equipment connected to the campus primary electrical distribution system across five institutions, 142 buildings, and 13,470,774 GSF. A report will be issued for each building using DSF arc flash guidelines and specifications. Building electrical equipment will be labeled as required for arc flash hazards. Only buildings connected to the campus primary electrical system will be studied.

- a) EAU - 08A2R - Arc Flash Hazard Analysis (\$249,500): This project surveys twenty-five buildings with a total area of 2,399,450 GSF.
- b) LAX - 08A2Q - Arc Flash Hazard Analysis (\$235,800): This project surveys twenty-seven buildings with a total area of 2,266,692 GSF.
- c) MIL - 08A2P - Arc Flash Hazard Analysis (\$435,800): This project surveys thirty-one buildings with a total area of 4,190,131 GSF.
- d) STO - 08A2N - Arc Flash Hazard Analysis (\$243,700): This project surveys thirty-one buildings with a total area of 2,342,988 GSF.
- e) STP - 08A2M - Arc Flash Hazard Analysis (\$236,300): This project surveys twenty-eight buildings with a total area of 2,271,513 GSF.

The 2002 National Electric Code (NEC) mandates that a warning label must be placed on electrical equipment that may remain energized during maintenance or repair. Equipment that needs to be labeled includes switchboards, panelboards, control panels, and motor control centers. In order to print the label for each piece of equipment, an analysis is needed to determine the thermal energy hazard possible from an arc flash. An analysis includes survey of the electrical distribution system, preparation of a one-line diagram, a short circuit and coordination study, and a calculation of the arcing fault hazard. Once the level of hazard is calculated, a flash hazard boundary can be set and the appropriate personal protective clothing can be determined.

Recent Occupational Safety and Health Administration (OSHA) regulations require all persons working on energized electrical equipment to read the equipment labels and follow the safety guidelines included in the National Fire Protection Standard for Electrical Safety in the Workplace (NFPA 70-E). NFPA 70-E requires facility owners to perform an arc flash hazard analysis prior to allowing a worker to perform a task on energized equipment. OSHA requires that employers protect employees from workplace hazards. If OSHA is called in following an incident, they will determine if compliance with NFPA 70-E would have prevented or lessened the injury and they may cite the employer for not using NFPA 70-E to protect their employees.

MSN - 98593 - Storm Water Remediation Phase IV (\$1,600,000 increase for a total project cost of \$3,621,300): This project maintains and improves the arboretum and campus storm water drainage systems. This request increases the project budget to match recent consultant estimates and bids received. The project budget increase is needed to complete the originally approved project scope and intent.

Programmatic Remodeling and Renovation

MSN - 08A2K - Kohl Center Light Sculptures (\$409,400): This project installs ten external light sculptures, modifies electrical service to two external light sculptures, installs twelve new flag poles, replaces light poles with new lighting bollards, and renovates the site landscaping to improve the overall atmosphere of the approach to the Kohl Center's main entrance. Each new flag pole will display a Big Ten conference team flag.

The light sculptures were recommended as part of the original Kohl Center design, but lack of funding deferred their installation. The sculptures have been donated and are not included in this request. UW-Madison has identified a donor ready to fund this work and views the sculptures as an important visual aspect of the overall external appearance of the Kohl Center. Approximately one million people will visit the Kohl Center each year for sporting events, concerts, commencements, tours, and other events.

MSN - 08A2J – Wisconsin National Primate Research Center Renovation (WNPRC) (\$646,500): This project renovates approximately 1,128 SF of storage areas into three Animal Bio-Safety Level 2 animal housing rooms, and equips the rooms with mobile cages. Each room will have the capacity to hold eight standard mobile four-bank cages and 32 animals per room. This project renovates mechanical, electrical, and plumbing systems and modifies or replaces architectural finishes, partition walls, and interior doors.

Continued advances in AIDS research at the WNPRC are dependent on the availability of animal housing. The Simian Immunodeficiency Virus (SIV) housing facility is near capacity, and is insufficient for long-term housing needs. Long-term housing options are critical to continue the study of effective anti-immunodeficiency virus immune responses in a controlled setting. There have been breakthroughs in the identification of a small portion of SIV infected rhesus macaques that have non-progressive infection (analogous to HIV "elite controllers"). These advancements would have been impossible without the availability of ample SIV housing.

MSN - 08A2I - University Houses Preschool Renovation (\$800,000): This project creates a temporary location for the School of Human Ecology Preschool Laboratory. When construction of the new Preschool is complete, the program will move into its new facility on Linden Drive and this building will be available to the Office of Campus Coordinated Childcare for use as a child care facility.

This project renovates approximately 4,780 GSF of space on two floors in Building 39 at University Houses to serve as temporary replacement space for the School of Human Ecology (SoHE) Preschool Laboratory while the School's renovation/addition project is underway. This project creates reception, office, and storage space as well as meal preparation and server space, laundry facilities, five instructional spaces and a gross motor room for the preschool's operations. Ample space for parking/drop off and an area to be used for a fenced and secure playground are available on the site. The renovated space will accommodate the preschool's current enrollment of 50 students and will provide space for as many as 90 students.

The SoHE Addition/Renovation project was enumerated in the 2007-09 capital budget. Design is underway, and it is anticipated the demolition of the existing Preschool and Child and Family Development House will occur in summer of 2009. It is imperative that the preschool program be relocated by early summer 2009 so that it can continue its operations on campus during the construction project. Once the new preschool is completed, the SoHE preschool will move out and the renovated childcare space will be turned over to the Office of Campus Coordinated Childcare to allow expansion of the infant and toddler programs. The campus can then also consider discontinuing the use of an older building at 1800 University Avenue for child care programs.

Utilities Repair and Renovation Requests

MSN - 08A3H - Randall St. Substation Removal (\$3,108,000): This project will reroute and redistribute electrical circuits fed from the Randall 5KV substation to other campus substations. Eight of the circuits will be fed from either the Bacteriology 5KV substation or the Radio hall 5KV substation. One circuit will be upgraded from 5KV to 15KV and served from either the 15KV Bacteriology Substation or 15KV Athletic Operations Substation. Transformers in the Engineering Research Building, 1480 Engineering Drive building, Engineering Hall and Material Sciences building will be replaced and upgraded from 5KV to 15KV. Transformers, conductors, conduit, and the duct bank in the Randall Substation area will be removed as needed. New conduit and conductors will be installed, terminated and tested when electrical circuits are redistributed. Project work also includes all trenching,

backfill and compaction, duct bank concrete and support, and minimal site restoration.

The removal of the Randall Substation was identified in the Long Range Electrical Plan of 1994, and in the most recent campus Master Plan. The older, outdoor, open structure (installed in 1929) was removed under a previous project with the remaining indoor structure (installed in 1969) slated for future removal. The scope of this project would complete the final phase of substation removal. The substation is 39-years-old and replacement parts are not readily available. Although the substation can be fed from two different utility circuits, it has no backup transformer if the existing unit fails. In addition, the project site is included in the anticipated footprint of the Wisconsin Institute for Discovery (WID).

STP - 08A2H - Parking Lots K & R Expansion and Reconstruction (\$1,480,000): This project expands and reconstructs two parking lots providing a total of 355 parking spaces.

Lot K, a 25-stall parking lot located at the southeast corner of campus, will be resurfaced and expanded by 26 stalls to create a new 51-stall parking lot. Lot R, a 165-stall parking lot located in the south central quadrant of campus, will be resurfaced and expanded by 139 stalls to create a new 304-stall parking lot. The redesign and expansion of both lots will demonstrate storm water diversion and the reduction of total suspended solids (TSS). This will be accomplished by using above ground biofiltration/bioretenion methods and structural pre-treatment separation, if needed.

This project also removes an abandoned concrete coal bunker which is connected to the Nelson Hall mechanical room and located under the exiting Lot K. The exterior subsurface wall of the mechanical room will be healed and water protected prior to back-filling. One set of exterior concrete steps leading to this mechanical room will need to be relocated because of the removal of the bunker. A utility pole located in the middle of Lot K supplying overhead service to Nelson Hall will need to be relocated and the service to Nelson Hall buried and coordinated with the demolition of the bunker.

The recently completed campus Master Plan calculated long range parking demands along with sites for future buildings. The Master Plan identified parking lots in both project areas. In 2007, the last of three land parcels were acquired adjoining Lot R, making this expansion possible. Lot K was previously identified for expansion, but work was withheld pending completion of the Master Plan. The following site plans were approved in concept in November 2007 by the City of Stevens Point. The campus has an approved storm water management plan which prescribes diversion of storm water from impervious surfaces and an overall reduction in suspended solids. The combined reservoir and above ground biofiltration/bioretenion strategy for these nearly 3 acres of impervious surface will significantly help to achieve mandated thresholds for TSS reduction and storm water diversion by 2013.

WTW - 07J2H - Athletic Fields Turf Replacement (\$1,439,600): This project replaces the natural turf at Perkins Stadium football field (~90,000 SF) and Prucha Baseball Field infield and warning track areas (~40,000 SF) with a modern synthetic turf. This upgrade will match turf technology of other fields in the NCAA Division III conference.

Project work includes site preparation, stripping existing soil, regrading each field, application of geo-textile fabric, installation of a flat panel drainage system, application of a 6-inch layer of clear stone, application of a 3-inch layer of engineered fill, and installation of synthetic turf anchored to concrete perimeter curbing.

Perkins Stadium was constructed in 1970, and Prucha Field was constructed in 1976. The natural turf in each location is original. Perkins Stadium accommodates 11,500 spectators and is one of the finest facilities in Division III football. Field use is limited to 10 games each year due to the abuse and damage sustained after each contest. Applying an artificial turf will reduce operational maintenance costs for turf repair, mowing, fertilizing, and field striping. Installing artificial turf will also allow field use for up to 50 events per year, including football practice and games, high school football games, marching band practice and events, and intramural and recreational use. Increasing the number and types of events this facility can host will increase the facility use revenues.

Installing artificial turf at Prucha Baseball Fields will result in similar maintenance savings and allow earlier seasonal practices since it will not be necessary to wait for the turf to thaw and dry out before the field can be used. It is anticipated the installation of artificial turf will also improve field drainage and allow the field to be used after heavy rains, which is not currently possible due to poor drainage.

4. Justification of the Request: UW System Administration and the Division of State Facilities continue to work with each institution to develop a comprehensive campus physical development plan, including infrastructure maintenance planning. After a thorough review of approximately 250 All Agency Project proposals and 520 infrastructure planning issues submitted, and the UW All Agency Projects Program funding targets set by the Division of State Facilities (DSF), this request represents high priority University of Wisconsin System infrastructure maintenance, repair, renovation, and upgrade needs. This request focuses on existing facilities and utilities, targets the known maintenance needs, and addresses outstanding health and safety issues. Where possible, similar work throughout a single facility or across multiple facilities has been combined into a single request to provide more efficient project management and project execution.

5. Budget:

General Fund Supported Borrowing.....	\$ 3,070,200
Program Revenue Supported Borrowing	3,134,800
Program Revenue Cash.....	1,098,200
Gifts/Grants Funding..	<u>4,686,400</u>
Total Requested Budget \$ 11,989,600	

6. Previous Action: None.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

February 8, 2008
9:00 a.m.
1820 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin

II.

1. Calling of the roll
2. Approval of the minutes of the December 6 and 7, 2007 meetings
3. Report of the President of the Board
 - a. Resolution of Appreciation: Regent Emeritus Jesus Salas
[Resolution II.3.a.]
 - b. Report on January 29, 2008 meeting of the Wisconsin Technical College System Board
 - c. Additional items that the President of the Board may report or present to the Board
4. Report of the President of the System
5. Report of the Physical Planning and Funding Committee
6. Report of the Education Committee
7. Report of the Business, Finance and Audit Committee
8. Additional resolutions
9. Communications, petitions, and memorials
10. Unfinished or additional business
11. Move into closed session to consider a disciplinary recommendation regarding a public employee, as permitted by s.19.85(1)(b) and s.19.85(1)(f), *Wis. Stats.*; and to confer with legal counsel regarding pending or potential litigation, as permitted by 19.85(1)(g), *Wis. Stats.*

The closed session may be moved up for consideration during any recess in the regular meeting agenda. The regular meeting will reconvene in open session following completion of the closed session.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

President - Mark J. Bradley
Vice President - Charles Pruitt

STANDING COMMITTEES

Executive Committee

Mark J. Bradley (Chair)
Charles Pruitt (Vice Chair)
Elizabeth Burmaster
Danae D. Davis
Milton McPike
Brent Smith
Michael J. Spector
David G. Walsh

Business, Finance, and Audit Committee

Brent Smith (Chair)
Eileen Connolly-Keesler (Vice Chair) (Audit Liaison)
Elizabeth Burmaster
Peggy Rosenzweig
Thomas P. Shields

Education Committee

Danae D. Davis (Chair)
Michael J. Spector (Vice Chair)
Judith V. Crain
Mary Quinnette Cuene
Thomas A. Loftus
Colleene P. Thomas

Physical Planning and Funding Committee

Jeffrey B. Bartell (Chair)
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Personnel Matters Review Committee

Michael J. Spector (Chair)
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Committee on Student Discipline and Other Student Appeals

Brent Smith (Chair)
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Thomas P. Shields
Michael J. Spector

OTHER COMMITTEES

Liaison to Association of Governing Boards

Eileen Connolly-Keesler

Hospital Authority Board - Regent Members

Milton McPike
Peggy Rosenzweig
David G. Walsh

Wisconsin Technical College System Board

Peggy Rosenzweig, Regent Member

Wisconsin Educational Communications Board

Judith V. Crain, Regent Member

Higher Educational Aids Board

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Research Park Board

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Teaching Excellence Awards

Danae D. Davis (Chair)
Jeffrey B. Bartell
Milton McPike
Colleene P. Thomas

Academic Staff Excellence Awards Committee

Eileen Connolly-Keesler (Chair)
Danae D. Davis
Milton McPike
Brent Smith

Committee on Regent Response to the Legislative Audit

Bureau Audit on Personnel Policies and Practices

Thomas A. Loftus (Chair)
Jeffrey B. Bartell
Eileen Connolly-Keesler
Judith V. Crain
Professor Chris Sadler
Interim Chancellor Richard Telfer
Academic Staff Representative Dennis Shaw

UW-Whitewater Chancellor Search Committee

Danae D. Davis (Chair)
Colleene P. Thomas
Peggy Rosenzweig
Michael J. Spector

The Regents President and Vice President serve as ex-officio voting members of all Committees.

**Board of Regents of
The University of Wisconsin System**

Meeting Schedule 2008

February 7th and 8th, in Madison

March 6th, in Madison

April 10th and 11th, at the Pyle Center, Madison
(Hosted by UW Colleges and UW-Extension)

June 5th and 6th, at UW-Milwaukee

August 21st and 22nd, in Madison

October 2nd and 3rd, at UW-Stevens Point

November 6th, in Madison

December 4th and 5th, at UW-La Crosse