



## Board of Regents Meeting

Varner Hall Board Room

3835 Holdrege Street

Lincoln, NE, 68583-0745

June 28, 2018

9:00 a.m.

**PUBLIC MEETING SCHEDULE**  
**UNIVERSITY OF NEBRASKA BOARD OF REGENTS**

**THURSDAY, JUNE 28, 2018**

9:00 a.m.

BOARD OF REGENTS MEETING

- Introductions of New Student Regents/Faculty Senate Presidents

## NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, June 28, 2018, at 9:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

An agenda of subjects to be considered at said meeting, kept on a continually current basis, is available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <https://nebraska.edu/regents/agendas-and-minutes>.

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: June 21, 2018



Carmen K. Maurer  
Corporation Secretary  
Board of Regents  
University of Nebraska

**AGENDA**  
**THE BOARD OF REGENTS**  
**OF THE UNIVERSITY OF NEBRASKA**  
**Varner Hall, 3835 Holdrege Street**  
**Lincoln, Nebraska 68583-0745**  
**Thursday, June 28, 2018**  
**9:00 a.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON MARCH 29, 2018
- IV. KUDOS  
None
- V. RESOLUTIONS  
None
- VI. HEARINGS  
None
- VII. PUBLIC COMMENT

The Standing Rules of the Board provide that any person who gives 24 hours' notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting. Each person will be given up to five minutes to make his or her remarks. Public comment will be limited to a period of 30 minutes.

- VIII. UNIVERSITY CONSENT AGENDA
  - A. ACADEMIC AFFAIRS
    - 1. President's Personnel Recommendations Addendum VIII-A-1
    - 2. Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of the program review reports to the NCCPE Addendum VIII-A-2
    - 3. Approve Amendments to RP-5.9 of the *Policies of the Board of Regents* related to student fees Addendum VIII-A-3
  - B. BUSINESS AFFAIRS  
University of Nebraska
    - 1. Approve Amendments to RP-6.2.1 of the *Policies of the Board of Regents*, Purchasing Policy, to comply with federal Uniform Guidance related to procurement Addendum VIII-B-1
    - 2. Approve agreements with Oracle for the purchase of licenses and leasing of hardware for Nebraska Student Information Systems (NeSIS) Addendum VIII-B-2
    - 3. Approve the Agency Agreement for Management and Investment of Endowments within the University of Nebraska Trust Fund between the University and the University of Nebraska Foundation for management and investment of funds in the University of Nebraska Trust Fund Addendum VIII-B-3



University of Nebraska at Kearney

4. Approve naming the Early Childhood Education Center the “LaVonne Kopecky Plambeck Early Childhood Education Center” at the University of Nebraska at Kearney Addendum VIII-B-4

University of Nebraska-Lincoln

5. Approve renaming the former College of Business Administration Building to “Louise Pound Hall” at the University of Nebraska-Lincoln Addendum VIII-B-5
6. Approval to establish a quasi-endowment from the Sandra Johnson Estate to create the “Oscar, Elizabeth and Sandra Johnson Fund” at the University of Nebraska-Lincoln Addendum VIII-B-6
7. (1) Approve the appointment of Robert Wilhelm as a member of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2018, and the reappointment of Tom Henning, Dana Bradford and Hank Bounds as members of “Class A” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2018. (2) Approve the appointment of the Executive Vice Chancellor and Chief Academic Officer of the University of Nebraska-Lincoln as an ex-officio, non-voting member of the Board of Directors of the Nebraska Innovation Campus Development Corporation (NICDC) Board of Directors, effective July 1, 2018. Addendum VIII-B-7

University of Nebraska Medical Center

8. Approve the purchase of Multiphoton Microscope in the anticipated amount of no higher than \$820,000 Addendum VIII-B-8
9. Approve purchase and installation of new MRI Addendum VIII-B-9
10. Approve the purchase of a consolidated Dental Clinical Information System Addendum VIII-B-10
11. Approval to establish a quasi-endowment from the Virginia Long Maples Revocable Trust to establish the “Stanley D. Long Student Fund” Addendum VIII-B-11
12. Approve amendment to Nebraska Pediatric Practice, Inc. Members Agreement Addendum VIII-B-12

Additional Item – University of Nebraska

13. Approve the Amended and Restated University of Nebraska Group Health Trust Fund Agreement between the Board of Regents of the University of Nebraska and Wells Fargo Bank Nebraska, National Association, as successor to National Bank of Commerce Trust and Savings Association, as Master Trustee Addendum VIII-B-13

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

1. Approve the Restated Contract of Employment for Hank M. Bounds, as President of the University of Nebraska, extending the term of the contract to June 30, 2023, effective July 1, 2018. Addendum IX-A-1
2. Approval is requested to create the Master of Science degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney Addendum IX-A-2
3. Approval is requested to establish the Department of Cyber Systems and merge the Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology, and to dissolve the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney Addendum IX-A-3

4. Approval is requested to merge the College of Fine Arts and Humanities and the College of Natural and Social Sciences to form the College of Arts and Sciences at the University of Nebraska at Kearney Addendum IX-A-4
5. Approval is requested to move the Interior Design Program from the recently-renamed Department of Family Studies to the Department of Industrial Technology in the College of Business and Technology at the University of Nebraska at Kearney Addendum IX-A-5
6. Approval is requested to create the Bachelor of Fine Arts in Emerging Media Arts in the Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln Addendum IX-A-6
7. Approval is requested to eliminate the Associate of Arts degree in Fire Protection Technology in the Durham School of Architectural Engineering and Construction in the College of Engineering at the University of Nebraska-Lincoln Addendum IX-A-7
8. Approval is requested to establish the Center of Excellence in Pancreatic Cancer administered by the College of Medicine at the University of Nebraska Medical Center Addendum IX-A-8
9. (1) Approval is requested to create the Master of Arts in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at UNO and the Department of Psychology in the Munroe-Meyer Institute at UNMC; (2) Approval is requested to transition the existing UNO Applied Behavior Analysis Graduate Certificate to a jointly-administered UNO/UNMC graduate certificate. Addendum IX-A-9
10. Approval is requested to consolidate the MA and MS degrees in Counseling into the MS in Counseling with thesis and non-thesis options in the Department of Counseling in the College of Education at the University of Nebraska at Omaha Addendum IX-A-10
11. Approval is requested to create the Master of Science in Biomechanics in the Department of Biomechanics in the College of Education at the University of Nebraska at Omaha Addendum IX-A-11

**B. BUSINESS AFFAIRS**

Operating Budget

1. Approve the Fund B, University Program and Facilities Fee (UPFF) 2018-19 Allocation for the University of Nebraska at Kearney Addendum IX-B-1
2. Approve the Fund B University Program and Facilities Fees (UPFF) 2018-19 Allocation for the University of Nebraska-Lincoln Addendum IX-B-2
3. Approve the Fund B, University Program and Facilities Fee (UPFF) 2018-19 Allocation for the University of Nebraska Medical Center Addendum IX-B-3
4. Approve the Fund B, University Program and Facilities Fees (UPFF) 2018-19 Allocation for the University of Nebraska Omaha Addendum IX-B-4
5. (1) Approve UMR, a UnitedHealthcare company, as the third party administrator for the University of Nebraska's medical plan. (2) Approve Ameritas as the third party administrator for the University of Nebraska's dental plan. (3) Approve Employers Health Coalition/CVS Health as the third party administrator for the University of Nebraska's pharmacy plan. (4) Approve the proposed terms and conditions and authorize the President or his designee to finalize negotiations and

to execute such documents as are required to operate the program.

Addendum IX-B-5

6. Approve the University of Nebraska's FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105th Legislature, 2nd Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s). Addendum IX-B-6
7. Approve the Nebraska College of Technical Agriculture's FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105th Legislature, 2nd Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s) Addendum IX-B-7

University of Nebraska

8. Approve a contract with Bolero Information Systems, LLC to continue research administration software maintenance and enhancements for UNL, UNK and UNO, and to develop a replacement single instance for all NU campuses Addendum IX-B-8
9. Approve the contract between the Board of Regents, Nebraska Medicine, and Cenergistic to provide consultant services for the Occupant Behavior Energy Conservation Program for the University of Nebraska. Addendum IX-B-9

University of Nebraska at Kearney

10. Approve a scope and budget change for the Early Childhood Education Center to be constructed on the University of Nebraska at Kearney campus Addendum IX-B-10
11. Authorize the President, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the purchase of real estate at 807 West 25th Street, Kearney, NE Addendum IX-B-11

University of Nebraska-Lincoln

12. Approve a budget increase for Loop Road Renovation at the University of Nebraska-Lincoln Addendum IX-B-12

University of Nebraska Medical Center

13. Approve increase in budget for the Global Center for Advanced Interprofessional Learning to build a three-story lighted iconic art decorative screen wall prominently located on the main southern entrance to the University of Medical Center campus Addendum IX-B-13
14. Approve a scope and budget change for the Wittson Hall Renovation Project to create and name the Wigton Heritage Center on the University of Nebraska Medical Center campus Addendum IX-B-14

15. Approve program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement to be fit up in existing building purchased at 6902 Pine Street for the University of Nebraska Medical Center  
Addendum IX-B-15
- C. FOR INFORMATION ONLY
1. University of Nebraska Strategic Planning Framework Addendum IX-C-1
  2. University of Nebraska Strategic Framework Accountability Measures Addendum IX-C-2
  3. Calendar of establishing and reporting accountability measures Addendum IX-C-3
  4. University of Nebraska Strategic Dashboard Indicators Addendum IX-C-4
  5. Board of Regents agenda items related to the University of Nebraska Strategic Framework Addendum IX-C-5
- D. REPORTS
1. Quarterly Personnel Report for the period January-March 2018 Addendum IX-D-1
  2. Laboratory, Student, and Miscellaneous Fees for 2018-2019 Addendum IX-D-2
  3. Spring 2018 Enrollment report Addendum IX-D-3
  4. Renaming the Department of Family Studies and Interior Design to the Department of Family Studies in the College of Business and Technology at the University of Nebraska at Kearney Addendum IX-D-4
  5. Expedited Approval of the Business in Health Administration Graduate Certificate in the College of Business Administration at the University of Nebraska at Omaha Addendum IX-D-5
  6. Expedited Approval of the Kodály Graduate Certificate in the School of Music at the University of Nebraska at Omaha Addendum IX-D-6
  7. Renaming the Bachelor of Science in Biotechnology to the Bachelor of Science in Molecular and Biomedical Biology in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha Addendum IX-D-7
  8. Bids and Contracts for the period ended April 18, 2018 Addendum IX-D-8
  9. Gifts, Grants, Contracts and Bequests accepted during the quarter October 1 through December 31, 2017 Addendum IX-D-9
  10. Gifts, Grants, Contracts and Bequests accepted during the quarter January 1 through March 31, 2018 Addendum IX-D-10
  11. Quarterly Status of Capital Construction Projects Addendum IX-D-11
  12. Semi-annual Report of Licenses Addendum IX-D-12
  13. Status Report of Six-year Capital Plan Addendum IX-D-13
  14. Naming of Room S-109 in the College of Law's Marvin and Virginia Schmid Clinic Building, "The Berkshire Family Interview Room" at the University of Nebraska-Lincoln Addendum IX-D-14
  15. Naming a gallery at the Sheldon Museum of Art the "Sarah Pearson Campbell Gallery" at the University of Nebraska-Lincoln Addendum IX-D-15
  16. Naming of selected research space within the Suzanne & Walter Scott Research Tower at the "Robert S. Holmes Collaborative Center" at the University of Nebraska Medical Center Addendum IX-D-16
  17. Intermediate Design Report for the Johnny Carson Center for Emerging Media Arts at the University of Nebraska-Lincoln Addendum IX-D-17
  18. Intermediate Design Report for the Gymnastics Training Facility at the University of Nebraska-Lincoln Addendum IX-D-18

19. National Disaster Medical System Contract at the University of Nebraska Medical Center Addendum IX-D-19
20. Strategic Framework report on State Funding and Tuition Accountability Measures [1-a-ii] Addendum IX-D-20
21. Strategic Framework report on Research [4-a-i] Addendum IX-D-21
22. Revisions to the University of Nebraska Graduate Governance Document Addendum IX-D-22

X. ADDITIONAL BUSINESS

## VIII. UNIVERSITY CONSENT AGENDA

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**The President's Personnel Recommendations**

Meeting Date: June 28, 2018

**University of Nebraska-Lincoln**

New Appointment

Robert G. Wilhelm, Vice Chancellor (Special) Research and Economic Development, Professor (Continuous) Mechanical and Materials Engineering, Kate Foster Professorship; effective 5/15/2018, \$340,000, FY, 1.00 FTE. Salary includes Kate Foster Professorship stipend of \$10,000.

Adjustment

Richard Bischoff, Associate Vice Chancellor (Special) Institute of Agriculture and Natural Resources, Professor (Continuous) Child, Youth and Family Studies; effective 5/15/2018, \$202,678 (includes an administrative stipend of \$18,425), FY, 1.00 FTE. Add the title of Associate Vice Chancellor and remove title of Chairperson and Newkirk College Professorship for Child, Youth and Family Studies.

Timothy P. Carr, Associate Vice Chancellor and Dean (Special) Graduate Studies, Professor (Continuous) Nutrition and Health Sciences; effective 6/1/2018, \$215,000, FY, 1.00 FTE. Remove title of Interim Dean of Graduate Studies effective 5/31/2018.

Lance C. Pérez, Dean (Special) College of Engineering, Professor (Continuous) Electrical and Computer Engineering, Omar Heins College Professorship; effective 5/15/2018, \$380,000, FY, 1.00 FTE (Omar Heins College Professorship stipend of \$20,000 is included in the total salary of \$380,000.) Remove title of Interim Dean of College of Engineering effective 5/14/2018.

Elizabeth Theiss-Morse, Interim Dean (Special) College of Arts and Sciences, Professor (Continuous) Political Science; effective 7/1/2018, \$254,034 FY, 1.00 FTE. Add title of Interim Dean of Arts and Sciences effective 7/1/2018. Salary includes \$60,000 administrative stipend, and \$5,000 Cather Professorship.

**University of Nebraska at Omaha**

Adjustment

Michael L. Hilt, Dean (Special), College of Communication, Fine Arts and Media, and Professor (Continuous), \$190,000 FY (Includes a \$15,000 administrative stipend); effective 7/1/2018, 1.00 FTE. Add title of Dean and remove title of Interim Dean, College of Communication, Fine Arts and Media; change salary from \$147,822 FY. Salary includes \$15,000 Dean stipend, and \$13,750 Associate Dean stipend.



TO: The Board of Regents

Addendum VIII-A-2

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Academic Program Reviews required by the Nebraska Coordinating Commission for Postsecondary Education (NCCPE).

RECOMMENDED ACTION: Approve the academic program reviews report required by the NCCPE and approve forwarding of the program review reports to the NCCPE.

PREVIOUS ACTION: This is the 25th year of the Coordinating Commission's Program Review Process. In the previous 24 years, 2,038 programs were reviewed.

EXPLANATION: The Commission's review process focuses on degree and credit hour production. Each major slated for review has been analyzed using the productivity thresholds established by the NCCPE.

This report includes all programs reviewed at the University of Nebraska at Kearney (40), University of Nebraska-Lincoln (75), and University of Nebraska at Omaha (40). The University of Nebraska Medical Center had no programs to review this year.

The Board of Regents is asked to approve the report and that it be forwarded to the NCCPE. It is recommended to NCCPE that all of the listed degree programs be continued.

When programs do not appear to meet NCCPE's numerical thresholds, Nebraska Rev. Statue §85-1414 (5) requires that an in-depth review be conducted. Programs requiring such reviews are noted, and these reports will be reported to the Board in spring 2019.

Copies of the reviews may be obtained by the public and the news media from the Office of the University Corporation Secretary, 3835 Holdrege Street, Lincoln, NE 68583, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except University holidays.

PROGRAM COST: None

SOURCE OF FUNDS: N/A

SPONSORS: Charles J. Bicak  
Senior Vice Chancellor for Academic and Student Affairs  
University of Nebraska at Kearney

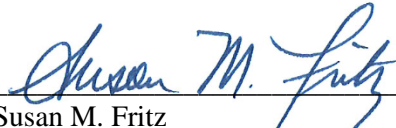
Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer  
University of Nebraska-Lincoln

Michael Boehm  
Harlan Vice Chancellor and University of Nebraska  
Vice President for IANR  
University of Nebraska-Lincoln

H. Dele Davies  
Vice Chancellor for Academic Affairs  
University of Nebraska Medical Center

B.J. Reed  
Senior Vice Chancellor for Academic and Student Affairs  
University of Nebraska at Omaha

RECOMMENDED:

  
\_\_\_\_\_  
Susan M. Fritz  
Executive Vice President and Provost

DATE:

June 4, 2018

**Summary of 2017-2018 Program Review Results at the University of Nebraska at Kearney (UNK)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Agribusiness	BS	19.2	608.8	Continuation	
Art and Art History					
Art History	BA	1.2	363.8	Continuation	X
Studio Art	BA	2.4	363.8	Continuation	X
Art K-12	BAE	5.6	363.8	Continuation	X
Studio Art Comprehensive	BFA	4.0	363.8	Continuation	X
Visual Communication and Design	BFA	13.6	363.8	Continuation	
Art Education	MAE	16.4		Continuation	
English <sup>(3)</sup>					
English	BA	5.4	461.4	Continuation	X
English Writing	BA	4.8	461.4	Continuation	X
English 7-12	BAE	7.0	461.4	Continuation	
Language Arts 7-12	BAE	5.4	461.4	Continuation	X
English Creative Writing	MA	0.6		Continuation	X
English Literature	MA	1.6		Continuation	X
Writing <sup>(4)</sup>	MFA	3.6		Discontinued	

<sup>(1)</sup> Faculty FTE defined as the apportioned instructional/teaching FTE (any faculty rank FTE devoted to instruction – i.e.: 0.8 FTE faculty member with 60% Teaching appointment = 0.48 Instructional faculty FTE).

<sup>(2)</sup> Neb.Rev.Stat §85-1414 (5): Existing programs which do not meet criteria established by the commission pursuant to subsection (7) of this section shall be targeted for in-depth review by the public institutions and their governing boards.

<sup>(3)</sup> In addition to the BA/BAE degrees the English department also contributes to the General Studies program.

<sup>(4)</sup> The MFA - Writing program was a joint program offered through UNO. Effective with the completion of the 2013-14 academic year the MFA program is no longer offered as a joint program through UNK.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska at Kearney (UNK)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Family Studies and Interior Design					
Early Childhood and Family Advocacy	BS	1.4	658.8	Continuation	
Family Studies	BS	29.6	658.8	Continuation	
Interior Design Comprehensive <sup>(5)</sup>	BS	5.4	658.8	Continuation	X
Early Childhood Family Advocate	CERT	<sup>(6)</sup>	658.8	Continuation	
Modern Languages <sup>(7)</sup>	BA	0.0	<sup>(8)</sup>	Continuation	
	BAE	0.0	<sup>(8)</sup>	Continuation	
Spanish Translation and Interpretation	BS	0.0	<sup>(8)</sup>	Continuation	
German	BA	1.2	329.8	Discontinued	
French	BA	0.4	329.8	Discontinued	
Spanish	BA	6.2	329.8	Discontinued	
Spanish Translation and Interpretation	BA	6.6	329.8	Discontinued	
German 7-12	BAE	0.6	329.8	Discontinued	
French 7-12	BAE	0.6	329.8	Discontinued	
English as Second Language	BAE	11.0	329.8	Discontinued	
Spanish 7-12	BAE	7.0	329.8	Discontinued	
Spanish Education	MAE	6.6		Continuation	

<sup>(5)</sup> The Interior Design Comprehensive program ended with the 2016 summer term in order to rename the program to 'Interior and Product Design Comprehensive'.

<sup>(6)</sup> The Early Childhood Family Advocate certificate was offered for the first time in the fall of 2016.

<sup>(7)</sup> As a result of the internal review scheduled by the Commission the BA and BAE programs were discontinued in Fall 2014 and the BA/BAE in Modern Languages was created in Fall 2015. The number of majors in the BA/BAE for Modern Languages since its opening has been positive. The entire Modern Languages department is an active component of the General Studies program. In addition, the programs also provide coursework for all UNK students pursuing either a Bachelor of Arts or Bachelor of Arts in Education degree.

<sup>(8)</sup> This program is newly approved within the last five years. These programs replace the language-specific discontinued programs.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska at Kearney (UNK)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
<b>Music and Performing Arts</b>					
Music	BA	2.0	312.8	Continuation	X
Theatre	BA	4.4	312.8	Continuation	X
Music Education K-12	BAE	4.2 <sup>(9)</sup>	312.8	Discontinued	
Theatre Education K-12	BAE	0.2 <sup>(9)</sup>	312.8	Discontinued	
Music Education K-12	BM	4.0	312.8	Continuation	X
Music Comp-Music Business	BM	4.2	312.8	Continuation	X
Musical Theatre Comprehensive	BM	1.4	312.8	Continuation	X
Musical Performance Comp	BM	3.2	312.8	Continuation	X
Music Education	MAE	6.2		Continuation	
<b>Speech</b>					
Speech Communication	BA/BS	0.4 <sup>(10)</sup>	452.0	Discontinued	
Speech Communication 7-12	BAE	<sup>(10)</sup>	452.0	Discontinued	
Org Comm Comprehensive/Organizational Relational Comp	BS	19.4	452.0	Continuation	

<sup>(9)</sup> In addition to the programs offered, many choirs/ensembles and productions within the department are available for non-program participation. Both Music and Theatre enrich the cultural environment for students, staff, faculty and area residents. The department continues to generate considerable student credit hours via its major programs and General Studies offerings. The BAE in Music Education K-12 was discontinued with the implementation of the 120 hours program completion which went into effect with the 2012-13 year. It was replaced with the BM in Music Education K-12. The BAE in Music Education K-12 numbers are reported in this review as well as the BM in Music Education K-12 to catch the overlap between the two.

<sup>(10)</sup> The Organizational and Relational Communication program is offered by the Department of Communications. The speech program also contributes to the general studies program.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Agribusiness (Interdisciplinary)	BSBA	9.0	(11)	Continuation	
	BSAB	42.6	(11)	Continuation	
Agricultural Economics	BSAE	47.6	1452.1	Continuation	
	MS	5.0 <sup>(12)</sup>		Continuation	
	PhD	3.0 <sup>(12)</sup>		Continuation	

<sup>(11)</sup> Agribusiness is central to the economy of Nebraska and US and graduates from this interdisciplinary degree program offered through the Colleges of Agricultural Sciences and Natural Resources and Business play a key role in our society. According to the United States Department of Agriculture, job opportunities for food, agriculture, renewable natural resources and environment graduates are expected to grow. Between 2015 and 2020, the USDA expects 57,900 average annual openings for graduates with bachelor's or higher degrees in those areas. As of fall 20117, the combined enrollment in the agribusiness major is 256 students, indicating continued demand for this major by students. This is an interdisciplinary degree combining coursework in agricultural economics and business. Students can pursue options in food products marketing and management, livestock industries, agricultural banking and finance, and commodity marketing and merchandising. The program is delivered efficiently, as it uses coursework already offered to support the agricultural economics and business administration degrees, as well as food science and technology and animal science. All majors in the College of Business are reviewed every five years as part of the College's AACSB accreditation process. Compliance with this process includes identification, measurement and evaluation of learning outcomes for each major. All majors in the College of Agriculture and Natural Sciences are reviewed every seven years as a part of the Academic Program Review process.

<sup>(12)</sup> Agricultural economics is central to the economy of Nebraska and US and graduates from this undergraduate degree program play a key role in our society. The MS and PhD programs are highly relevant and crucial to UNL, and the state. They are the only graduate programs of their kind in the state and are at the nexus of important new research and education initiative at UNL, including building capacity for economic analysis related to the Water for Food Institute, Engler Agribusiness Entrepreneurship program, and the emerging initiatives in food, energy, and water policy and in rural development futures. All degree programs in the College of Agricultural Sciences and Natural Resources are reviewed every seven years as part of the Academic Program Review process. The last academic program review for the Department of Agricultural Economics was September 2015. The Department of Agriculture Economics is home to three programs: Agricultural Economics, Agribusiness (Interdisciplinary) and Natural Resource and Environmental Economics.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Agronomy and Horticulture					
Agronomy	BS	51.0	819.5	Continuation	
Horticulture	BS	18.6	819.5	Continuation	
Agronomy	MS	15.4		Continuation	
Horticulture	MS	1.6 <sup>(13)</sup>		Continuation	X
	PhD	10.0		Continuation	
Advanced Horticulture	Graduate Certificate	0.0 <sup>(13)</sup>		Continuation	
Floriculture and Nursery Production Management	Graduate Certificate	0.2 <sup>(13)</sup>		Continuation	
Ornamentals, Landscape and Turf	Graduate Certificate	0.0 <sup>(13)</sup>		Continuation	

<sup>(13)</sup> UNL offers the only MS in Horticulture and online Graduate Certificates in Horticulture in the state of Nebraska. Graduates have been successfully placed within Nebraska and the region. These programs are serving a small, but important employment and expertise niche for the state and region. The Horticulture MS graduate program contributes to the IANR strategic priority to "develop sustainable food, fiber, and natural resource systems that support a bio-based economy" and the IANR "healthy agricultural production and natural resources systems" community. Students in the Horticulture MS program contribute to teaching research, and extension efforts related to sustainable production of fruits, vegetables, and other specialty crops, and the management of healthy, diverse, and resilient landscape systems in Nebraska and throughout the world. In FY 18/19, there will be at least 8 students enrolled in the Horticulture MS program; thus, the number of degrees awarded should increase in FY 19/20 and FY 20/21. The program leverages resources from other graduate programs as nearly all classes offered in the Horticulture MS program are cross-listed in either agronomy (AGRO), entomology (ENTO), plant pathology (PLPT), statistics (STAT), or natural resources (NRES). The Horticulture Graduate Certificates serve teachers, Extension Educators and horticulture industry employees who are place-bound due to their job and family. These 12-credit certificates are used to validate required continuing education for teachers. The certificates allow nurserymen, fruit, vegetable, and specialty crop and greenhouse growers to learn about new topics and update their knowledge of horticulture. This knowledge creates opportunity to advance in the company in which they are employed. In some cases, the certificates are used to fulfill the minor requirement of 12 credit hours in the Master of Applied Science degree program or the Community and Regional Planning Master of Science program in the College of Architecture. Most students take four years to complete the online Graduate Certificate in Horticulture.

All degree programs in the College of Agricultural Sciences and Natural Resources are reviewed every seven years as part of the Academic Program Review process. The last academic program review for the Department of Agronomy and Horticulture was October 2017. The Department of Agronomy and Horticulture is home to Agronomy, Horticulture, Plant Biology (Interdisciplinary) and Turfgrass and Landscape Management.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

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Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Applied Science (Interdisciplinary)	BS	11.4	<sup>(14)</sup>	Continuation	
	MAS	12.2		Continuation	
Art	BA	7.4	681.0	Continuation	
	BFA	31.8	681.0	Continuation	
	MFA	8.2		Continuation	
Art History	BA	31.2	1528.1	Continuation	X
	MA	3.2 <sup>(15)</sup>		Continuation	
Athletic Training	BSEH	14.4	1012.8	Continuation	

<sup>(14)</sup> According to the United States Department of Agriculture, job opportunities for food, agriculture, renewable natural resources and environment graduates in STEM areas are expected to grow. The Applied Science degree program offers a traditional bachelor's degree and an online bachelor's degree completion option with flexible pathways to degrees in agriculture, environmental, and other science-focused careers. The Master of Applied Science is designed for learners who educational objective is to pursue a professional degree in agriculture, food and natural resources. This interdisciplinary program prepares undergraduate and graduate students to be the problem solvers and innovators for the grand challenges that our world will face related to food, energy and water. All degree programs in the College of Agricultural Sciences and Natural Resources are reviewed every seven years. The last review for the Applied Science degree programs was Fall 2014.

<sup>(15)</sup> Art History is the study of art from the past and present within its various contexts. These contexts include political, economic, cultural and social and history, as well as the frameworks provided by artistic practice and critical discourse. Art history is interdisciplinary in its very nature, and this cross-fertilization guarantees new discoveries and interpretations that keep the discipline fresh. Art history encourages creativity, by giving students the opportunity to weave together the various strands of their broader education at UNL. The School of Art, Art History & Design is accredited by the National Association of Schools of Art and Design, which requires periodic comprehensive program reviews. The last such review was undertaken in 2015. The efficiency of the Art History program is very high, with a small number of faculty offering courses to a high number of students, especially in the introductory courses, which satisfy general education requirements for undergraduate students at UNL. Art history courses are also required for studio art majors, so the program serves a variety of students beyond its own majors. Graduate students in art history have routinely assisted in delivery of the introductory courses. Art history courses are also required of graduate studio art majors, so that the relatively low number of MA Art History degrees awarded is deceptive in that it does not represent the true number of students served by graduate courses.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater



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Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Child, Youth and Family Studies	BSEH	88.0	519.1	Continuation	
	MS	28.0		Continuation	
Family Financial Planning (Formerly Financial and Housing Counseling)	Graduate Certificate	0.0 <sup>(16)</sup>		Continuation	
Transdisciplinary Childhood Obesity Prevention	Graduate Certificate	3.6		Continuation	
Youth Development Specialist	Graduate Certificate	7.6		Continuation	
Youth Program Management and Evaluation	Graduate Certificate	0.0 <sup>(16)</sup>		Continuation	

<sup>(16)</sup> The Child, Youth and Family Studies program completed a successful Academic Program Review (APR) in the Fall of 2017 and will undergo a similar review in 2023. The undergraduate and graduate degree programs emphasize career ready undergraduate and graduate education with skills necessary to put their talents into practice in a way that enhances the well-being of children, youth, adults and families by improving the environments in which they live and learn. There is a growing demand for students to be trained to work with children and their families in early childhood settings including schools, as well as families and individuals in social service agencies. Additionally, our undergraduate program prepares students for graduate school in the child development, human sciences and mental health professions. Demand for the program exists as student credit hours are strong, and both the undergraduate and graduate programs have strong enrollment. The program is efficient is evident in its SCH/Faculty FTE: 469.1 for the five-year average.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Classics and Religious Studies; Classical Languages <sup>(17)</sup>					
Classics and Religious Studies	BA	5.4	645.8	Continuation	X
Classical Languages	BA	1.4	645.8	Continuation	X
Dance	BA	3.8 <sup>(18)</sup>	956.0	Continuation	X

<sup>(17)</sup> The Department of Classics and Religious Studies brings together two overlapping fields; the field of Classics encompasses a wide range of courses in the civilizations of ancient Greece and Rome—their languages, literature, history, and material culture; the field of Religious Studies teaches students about the world's religious traditions, great and small, their histories, sacred writings, and how they are practiced and lived in the world today. Because these two majors share much of their coursework between three subjects (classics, religious studies, and classical languages), the two programs were reviewed jointly.

A team of external evaluators conducted an Academic Program Review of the department and its curricula in April 2017 and highlighted the department's "dynamic and innovative teaching" as a particular strength of the department. The team also noted the department's "remarkable success" in attracting students to classics (a 122% increase since 2009). The program's efficiency is evident in its SCH/Faculty FTE: 556.7 for five-year average (645.8 for instructional faculty) and in offering two majors from this program.

Both majors serve more students than the table above suggests; 66% of students in the College of Arts and Sciences have more than a single major, and many students who major in Classics and Religious Studies or in Classical Languages do so as a secondary or tertiary major. When second and third majors are included in the number of degrees awarded, the 5-year average for BA Classics and Religious Studies majors is 11 and above the threshold. When the secondary and tertiary majors are included in the degrees awarded for Classical Languages, the 5-year average is 3.4. Although still below the threshold, the latter program is the only such program at a public postsecondary institution in the state.

<sup>(18)</sup> The Dance program at the University of Nebraska-Lincoln is accredited by the National Association of Schools of Dance, which requires a periodic program review, last undertaken in 2009. The School is preparing for another review in the coming year. The dance major at UNL is the only degree program in dance in the state of Nebraska, and thus is essential to resident students interested in that field of study. It is also crucial to the institution, since dance studies intersects with other arts disciplines (particularly music and theatre) and also with studies in health and wellness. Recent graduates of the dance program have gone on to enroll in medical schools.

Since dance studies relies heavily on small class size and individualized instruction, the program is necessarily small, especially given the very small number of faculty. The recent addition of a new Professor of Practice in dance will likely allow for better recruiting and a larger number of majors in the near future. As is demonstrated by the data in the table above, the efficiency of the program is strong, with SCH/Instructional FTE ratio considerably higher than the CCPE threshold. In part, this can be explained by the fact that dance courses serve a much larger population of students than the dance majors, including an average of 30 minors per year and students majoring in other areas but taking dance classes.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
English     Digital Humanities	BA	73.4	656.1	Continuation	
	BS	0.4	656.1	Continuation	
	MA	12.6		Continuation	
	PhD	14.4		Continuation	
	Graduate Certificate	6.0		Continuation	
Environmental Restoration Science (Interdisciplinary)	BSSS	5.0	<sup>(19)</sup>	Continuation	X
French <sup>(20)</sup>	BA	6.0	804.0	Continuation	X
	BS	0.2	804.0	Continuation	X

<sup>(19)</sup> This program is unique to Nebraska and of central importance to the future development of a sustainable society in Nebraska. Graduates from the Environmental Restoration Science degree program have multiple career opportunities focused on the environment, landscape systems, ecology, and soils within Nebraska and the region. While the number of students awarded degrees is below the threshold average, the enrollment for this degree program is currently at 25 and growing (over 200% increase from 2012).

All degree programs in the College of Agricultural Sciences and Natural Resources are reviewed every seven years as part of the Academic Program Review process. The last academic program review for the School of Natural Resources was October 2015.

<sup>(20)</sup> The Department of Modern Languages' program in French Language and Culture deepens students' understanding of the language, literature, and culture of the French and Francophone world and is critical to helping the university fulfill its role as the "primary intellectual and cultural resource for the state." The department was last reviewed by an external team in Fall 2012 and is scheduled to be reviewed again in Spring 2019. The French program serves far more students than the tables above suggest; 66% of students in the College of Arts and Sciences has more than a single major, and many students who major in French do so as a secondary or tertiary major. When these majors are included in the number of degrees awarded, the 5-year average for the BA and BS in French majors is 10.2 and above the threshold. Further, there is a strong demand for French language and culture across campus as is evident in the number of SCH this unit provides.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

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German <sup>(21)</sup>	BA	4.0	716.0	Continuation	X
	BS	0.2	716.0	Continuation	X
Graphic Design	BA	<sup>(22)</sup>	635.2	Continuation	
	BFA	<sup>(22)</sup>	635.2	Continuation	
Hospitality, Restaurant and Tourism Management	BA	7.2	1121.7	Continuation	
	BS	50.0	1121.7	Continuation	

<sup>(21)</sup> The Department of Modern Languages' program in German language and culture provides students with opportunities to acquire proficiency in the use of the German language and is critical to helping the university fulfill its role as the "primary intellectual and cultural resources for the state." The department was last reviewed by an external team in Fall 2012 and is scheduled to be reviewed again in Spring 2019. The German program serves far more students than the tables above suggest; 66% of students in the College of Arts and Sciences has more than a single major, and many students who major in German do so as a secondary or tertiary major. When these majors are included in the number of degrees awarded, the 5-year average for the BA and BS in German majors is 8.2 and above the threshold. Further, there is a strong demand for German language and culture across campus as is evident in the high number of SCH this unit provides.

<sup>(22)</sup> The University of Nebraska's Graphic Design program teaches students to critically investigate the world, conscientiously engage in change, and design creative, impactful communication systems while becoming passionate, life-long design thinkers. At the heart of graphic design is effective communication: while developing a personal aesthetic and design values, students also learn to form cohesive ideas, write design briefs, prepare mechanicals, and learn how to professionally present work. These skills are in great demand in the Nebraska workforce in a wide range of contexts. Graphic design is the fastest-growing program in the Hixson-Lied College of Fine and Performing Arts. Only two years after the major was implemented, there were already 128 majors enrolled, and 5 graduated in spring 2018. The university has the only BFA in graphic design in the state of Nebraska. The School of Art, Art History and Design is accredited by the National Association of Schools of Art and Design, which requires periodic comprehensive program reviews. The last such review was undertaken in 2015. The efficiency of the program is high, with a small number of faculty teaching a wide range of courses that are often large by the normal standards of art courses.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

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Integrated Science (Interdisciplinary)	BS	0.0 <sup>(23)</sup>	0.0 <sup>(24)</sup>	Continuation	
Legal Studies - Agriculture and Natural Resources	Undergraduate Certificate	<sup>(25)</sup>	<sup>(25)</sup>	Certificate will be Terminated	
Microbiology (Interdisciplinary)	BS	6.2	<sup>(26)</sup>	Continuation	
Modern Languages and Literatures	MA	7.0		Continuation	
	PhD	2.0 <sup>(27)</sup>		Continuation	X

<sup>(23)</sup> This individualized program of study allows students to pursue their academic and professional goals in concentration areas not available within existing departmental curricula. The need for this program was recognized as the demand for entry-level professionals in agriculture and natural resources stewardship continues to grow. The United States Department of Labor predicts significant growth in selected food, energy, water and environmental sectors over the next several years. This program is an example of how the University of Nebraska-Lincoln is responding to the workforce by providing well-educated, highly skilled professionals to benefit growth in both rural and urban Nebraska. The degree program was first offered academic year 2015-2016 and as of Fall 2017, has 107 students currently enrolled in the program. All degree programs in the College are reviewed every seven years as part of the department's Academic Program Review process. The first academic program review for Integrated Science will be 2022.

<sup>(24)</sup> This program is newly approved within the last five years.

<sup>(25)</sup> UNL will take the steps necessary to delete the Legal Studies undergraduate certificate program. The request will formally be submitted to the CASNR Curriculum Committee to initiate the process.

<sup>(26)</sup> Microbiology is an interdisciplinary degree program that offers educational opportunities in various areas of microbiology leading to a Bachelor of Science degree. Students can complete the program requirements through the Colleges of Arts and Sciences or the College of Agricultural Sciences and Natural Resources. The preparation offered is suitable for a professional career in microbiology, which may lead to employment in the food industry, clinical microbiology, biotechnology, and pharmaceuticals; or federal agencies such as the Food and Drug Administration, U.S. Department of Agriculture, U.S. Public Health Service, and Environmental Protection Agency. The program is also suitable as preparation for graduate studies leading to academic careers and professional careers in medicine, dentistry, veterinary medicine, pharmacy, and health-related fields.

The program is efficient by leveraging courses offered through biological sciences, chemistry, biochemistry, plant pathology, food science and technology, and veterinary medicine and biomedical sciences. All degree programs are reviewed every seven years as part of the Academic Program Review process. The microbiology program is reviewed as a part of the department reviews such as plant pathology (fall 2016); the school of biological sciences (spring 2012); the department of chemistry (spring 2017); and the department of biochemistry (spring 2017).

<sup>(27)</sup> The Department of Modern Languages offers undergraduate programs leading to bachelors of arts and bachelors of sciences degrees in Spanish, Russian, French, and German. The Department also offers MA and PhD degrees that emphasize literature and include coursework on applied linguistics and foreign language teaching methods. The department was last reviewed by an external team in Fall 2012 and is scheduled to be reviewed again in Spring 2019. Graduate students in this program assist with undergraduate instruction and prepare to teach language, culture, and literature at the high school or post-secondary level. Most of the courses at the 800-level are cross-listed with 400-level undergraduate courses, making these degree programs more efficient.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Music	BA	12.0	735.0	Continuation	X
	BM	14.2	735.0	Continuation	
	MM	29.8		Continuation	
	DMA	11.4		Continuation	
	PhD	0.8		Continuation	
	Graduate Certificate	<sup>(28)</sup>		Continuation	
Music Entrepreneurship					
Music Education	BME	20.8	381.6	Continuation	
Natural Resources and Environmental Economics	BSNE	4.4 <sup>(29)</sup>	17.2 <sup>(29)</sup>	Continuation	X

<sup>(28)</sup> Music is the largest program within the Hixson-Lied College of Fine and Performing arts, and contributes significantly to a comprehensive research institution. The Glenn Korff School of Music is accredited by the National Association of Schools of Music, which requires a periodic program review. The last such review was in 2009 and the School is preparing for a new review over the next year. The study of music necessarily requires a great deal of one-on-one and small-group instruction, but the School is still very efficient in utilizing its facilities and faculty. The small instructional settings are balanced by large-enrollment courses (such as History of Rock) designed to bring hundreds of non-majors to the School each year. Efficiency is further demonstrated in the high SCH/instructional FTE ratio. There is much demand for the non-major courses, which satisfy general-education requirements for undergraduates, and there is also significant demand for the degree programs offered in music. UNL is the only doctoral-granting music program in the state of Nebraska and offers the most comprehensive programs at the bachelor's and master's programs in the state. Students from all over the country and internationally audition to enroll in the School. The Glenn Korff School of Music is perhaps most visible as the home of the Cornhusker Marching Band, which attracts student participants from all over the university.

<sup>(29)</sup> The Natural Resource and Environmental Economics program combines in-depth study of the natural sciences with economics, law and other social sciences to serve an important employment and expertise niche for Nebraska.

All degree programs in the College of Agricultural Sciences and Natural Resources are reviewed every seven years as part of the Academic Program Review process. The last academic program review of the Department of Agricultural Economics was September 2015. The Department of Agriculture Economics is home to Agricultural Economics, Agribusiness (Interdisciplinary) and Natural Resource and Environmental Economics.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

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Academic Year 2012/13-2016/17**

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Nutrition (Interdepartmental)	MS	2.0	<sup>(30)</sup>	Continuation	
	PhD	2.6	<sup>(30)</sup>	Continuation	
Nutrition and Health Sciences  Nutrition, Non-coding RNAs and Extracellular Vesicles	BSEH	159.6	802.7	Continuation	
	MS	22.8		Continuation	
	Graduate Certificate	0.0		Continuation	
PGA Golf Management	BS	19.8	1667.7	Continuation	
Plant Biology (Interdisciplinary)	BS	3.4	<sup>(31)</sup>	Continuation	
Plant Health (Interdisciplinary)	DPLH	2.4	<sup>(32)</sup>	Continuation	

<sup>(30)</sup> The Interdepartmental Nutrition Program's mission is to develop cutting-edge, multidisciplinary education and research programs that integrate animal biology and food to improve human and animal nutrition and health. An extensive curriculum is offered and a wide range of research opportunities. The Departments of Animal Science, Food Science and Technology, and Nutrition and Health Sciences combine efforts to allow students greater flexibility in tailoring their research and coursework to match their professional interests and goals. Students seeking graduate degrees from the Interdepartmental Nutrition Program are geared toward academic and research careers in institutions of higher learning or medical and corporate research in the areas of nutrigenomics, nutraceuticals, biochemical and molecular nutrition. The program undergoes Academic Program Review at UNL every seven years, the most recently was reviewed in March 2018.

<sup>(31)</sup> The applied plant sciences are an underpinning of the Nebraska economy and graduates from this program play major roles in the national plant technology sector. According to the United States Department of Agriculture, job opportunities for food, agriculture, renewable natural resources and environment graduates in STEM areas are expected to grow. Between 2015 and 2020, the USDA expects 57,900 average annual openings for graduates with bachelor's or higher degrees in those areas.

All degree programs in the College are reviewed every seven years as part of the Academic Program Review process. The last academic program review for the Department of Agronomy and Horticulture was October 2017.

<sup>(32)</sup> This is the second Doctor of Plant Health program in the US and one of only a few in the world. The need for this program was recognized as the demand for professionals in agriculture and natural resources stewardship continues to grow. According to the United States Department of Agriculture, 57,900 average annual openings for graduates with bachelor's or higher degrees in food, agriculture, renewable natural resources and environment is expected.

All degree programs in the College are reviewed every seven years as part of the department's Academic Program Review process. The last academic program review for the Doctor of Plant Health was April 2018.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
<b>Undergraduate SCH/Instructional Faculty FTE</b>	<b>300 or greater</b>

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Academic Year 2012/13-2016/17**

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Russian	BA	3.0 <sup>(33)</sup>	546.0	Continuation	X
Spanish	BA	27.0	1032.0	Continuation	
	BS	3.0	1032.0	Continuation	
Textiles, Merchandising and Fashion Design	BSEH	34.0	351.5	Continuation	
	MA	4.2		Continuation	
	MS	2.0		Continuation	

<sup>(33)</sup> The Department of Modern Languages' program in Russian language and culture enriches students' understanding of the language, literature, and culture of Russia and is critical to helping the university fulfill its role as the "primary intellectual and cultural resource for the state." The department was last reviewed by an external team in Fall 2012 and is scheduled to be reviewed again in Spring 2019. The Russian program serves more students than the tables above suggest; 66% of students in the College of Arts and Sciences has more than a single major, and many students who major in Russian do so as a secondary or tertiary major. When these majors are included in the number of degrees awarded, the 5-year average for the BA and BS in Russian majors is 4.8. Although this is still below the threshold, the low rate reflects staggered course offerings during the period due to the retirement of faculty in the area. Nonetheless, the program is highly efficient and serves many students given the size of the instructional staff devoted to it. It is worth noting that in Fall 2017, 32 of the 77 (42%) students enrolled in Russian courses in Fall 2017 were non-CAS majors.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater



**Summary of 2017-2018 Program Review Results at the University of Nebraska - Lincoln (UNL)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Theatre	BA	7.6	1216.6	Continuation	X
	BFA	13.6	1216.6	Continuation	
	MFA	3.8 <sup>(34)</sup>		Continuation	
Turfgrass and Landscape Management	BS	11.8	112.0 <sup>(35)</sup>	Continuation	X

<sup>(34)</sup> The Johnny Carson School of Theatre and Film is unique as a school that offers programs in live theatre and filmmaking. As such, it not only represents a crucial presence as part of a comprehensive arts program in a comprehensive research university, but it attracts students nationally as a highly competitive program. The school and its programs are accredited by the National Association of Schools of Theatre, which requires a periodic program review. The last reaccreditation was in 2008, and the School anticipates a new review in the 2018-19 academic year.

The faculty is very small, and classes for the major are intentionally and necessarily small. However, the efficiency of the program is clear from the SCH/Instructional FTE ratio above, which is explained in large part by the fact that the program offers introductory undergraduate theatre courses that attract hundreds of students from all over campus and fulfills a general education requirement for undergraduates. Faculty are also very efficient in being able to offer a wide variety of courses in the major despite the small faculty size.

<sup>(35)</sup> The degree program provides students with a balanced education focusing on turfgrass and landscape plant management, biology and function, sustainability and environmental concerns. Students in this degree program will select either the Turfgrass Management or Landscape Management Option, allowing them to focus on important aspects that are distinct to their selected career path. Graduates from the Turfgrass and Landscape Management degree program have multiple career opportunities focused on the turfgrass industry, the environment, landscape systems within Nebraska and the region.

All degree programs in the College of Agricultural Sciences and Natural Resources are reviewed every seven years as part of the Academic Program Review process. The last academic program review for the Department of Agronomy and Horticulture was October 2017. The Department of Agronomy and Horticulture is home to Agronomy, Horticulture, Plant Biology (Interdisciplinary) and Turfgrass and Landscape Management.

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska at Omaha (UNO)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>	
Chemistry	BS	10.0	505.6	Continuation		
	BA	0.2	505.6	Continuation		
English	BA	33.2	349.8	Continuation		
	BGS	6.8	349.8	Continuation		
	MA	19.8		Continuation		
	Advanced Writing	Graduate Certificate	8.6			Continuation
	Teaching ENGL to Speakers of other Lang	Undergraduate Certificate	9.6			Continuation
	Teaching ENGL to Speakers of other Lang	Graduate Certificate	4.8			Continuation
	Technical Communication	Graduate Certificate	3.0			Continuation

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska at Omaha (UNO)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>
Foreign Languages and Literature	BA	33.0	409.1	Continuation	
	BGS	2.6	409.1	Continuation	
French	BGS	0.2	409.1	Continuation	X
Spanish	BGS	2.4	409.1	Continuation	X
German	BGS	0.0	409.1	Continuation	X
Language Teaching	MA	10.0		Continuation	
Geography and Geology					
Environmental Sciences-Earth Sciences	BS	4.0	696.3	Continuation	X
Environmental Sciences-Geography and Planning	BS	0.8	696.3	Continuation	X
Geography	BGS	5.0	696.3	Continuation	
	BA	1.0	696.3	Continuation	
	BS	7.0	696.3	Continuation	
Geology	BS	6.0	696.3	Continuation	X
Geography	MA	5.4		Continuation	
Geographical Information	Certificate	2.2		Continuation	

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2017-2018 Program Review Results at the University of Nebraska at Omaha (UNO)  
Academic Year 2012/13-2016/17**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	<b>In-Depth Review Requested <sup>(2)</sup></b>	
Music	BAM	6.6	405.7	Continuation		
	BGS	4.8	405.7	Continuation		
	Music Education BM	8.4	405.7	Continuation		
	Music Performance BM	11.2	405.7	Continuation		
	Music-Conducting MM	1.4		Continuation		X
	Music-Music Education MM	5.6		Continuation		
	Music-Music Performance MM	4.4		Continuation		X
School of Arts	Studio Art	BFA	10.4	333.8	Continuation	X
		BSA	53.4	333.8	Continuation	
		BGS	3.6	333.8	Continuation	
	Art History BAH	6.6	333.8	Continuation		
	Theatre BTH	10.8	333.8	Continuation		
	Creative Writing	BGS	0.0	333.8	Continuation	
		BFA	12.8	333.8	Continuation	
		BGS	1.2	333.8	Continuation	
	Theatre MA	3.0		Continuation		
	Writing MFA	10.4		Continuation		

<b>Criteria:</b>	<b>Degrees per Year</b>
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

TO: The Board of Regents Addendum VIII-A-3  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Amendments to RP-5.9 of the *Policies of the Board of Regents* (the “*Policies*”) related to student fees.

RECOMMENDED ACTION: Approve Amendments to RP-5.9 of the *Policies of the Board of Regents* (the “*Policies*”) related to student fees.

PREVIOUS ACTION: Section 5.9.1 of the *Policies* was last amended on April 26, 2003, and Sections 5.9.2 and 5.9.3 were last amended on July 18, 2013.

EXPLANATION: Following an audit in 2017 of student fees, it was recommended by the Board of Regents Audit Committee that the language of *Regents Policy* 5.9 be modified to include the following: (1) Student fees must be expended for the purpose for which they were collected; (2) Student fees revenues must be expended for purposes that directly benefit students from whom they were collected; and (3) A definition of mandatory fees, including the understanding that students paying the fee must have the opportunity to benefit from the activity supported by the fee.

Additionally, the President requested that the Executive Vice President and Provost and the Campus Chief Academic Officers review *Regents Policy* 5.9. Recommended revisions include that all fees be reviewed no less than once every four years.

The revisions to *Regents Policy* 5.9 were recommended for approval by the Chief Academic Officers and have been reviewed and recommended for approval by the Academic Affairs Committee.

[See attached revisions to *Regents Policy* 5.9.]

SPONSOR: Susan M. Fritz  
Executive Vice President and Provost

RECOMMENDED: \_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: May 3, 2018

Amendments to the *Policies* of the Board of Regents of the University of Nebraska:

### **RP-5.9 Student Fees**

[Campuses must establish and adhere to a campus review and approval process for all proposed student fees. Administrative charges may not be charged against student fees by a campus.](#)

#### **RP-5.9.1 University Program and Facilities Fees**

1. Definitions
  - a. Name. The official name for student fees is “University Program and Facilities Fees” (UPFF).
  - b. Fund A. That portion of UPFF designated for student activities which are managed by student groups shall be distributed according to an annual budget developed by the appropriate student government organization on each campus. This portion of the UPFF shall be called Fund A.
  - c. Fund B. That portion of the UPFF designated to pay debt services, staff salaries, maintenance of facilities and related expenses, and those additional items designated by the Chancellor will be budgeted separately with emphasis upon continuing support. This portion of the UPFF shall be designated as Fund B.
2. Use of Fund A Monies
  - a. Allocation of Fund A monies is restricted to the following three organizations on each campus: (1) student government, (2) student programming, and (3) student newspaper. Fund A monies may not be used for academic programs or functions directly related to academic programs.
  - b. Offices receiving Fund A support must benefit a broad based student population. Student governments may not distribute Fund A monies to individuals, except in the form of wages for services performed, nor to groups or organizations that are not established by and under the direct control of student government.
  - c. Student programming organizations may make grants of Fund A monies to other student groups and organizations to support the programming needs of such groups and organizations. Such grants may only be made on a one fiscal year basis; may be made only with the approval of the cognizant Chancellor; may not be expended for wages, equipment, office supplies, or travel; and may not be granted to a single organization more than once in a two-year period.
3. Approval of Fund A Budgets
  - a. The Board of Regents hereby delegates authority to establish and allocate Fund A monies to the elected student governments subject only to approval by the appropriate Chancellor.
  - b. An allocations body comprised of students, faculty, and staff shall be established on each campus to recommend disbursements of Fund A.
  - c. Hearing dates for the initial meetings of the student government bodies established to allocate fees shall be published in the student newspaper (or appropriate campus news media) ten (10) days prior to such hearings with costs being defrayed by the UPFF

allocation to student publications, and a tentative allocation shall be published in the student newspaper (or appropriate campus news media). This published information shall include the salaries, the operating budgets, and the capital expenditures of all groups receiving fee funding. The cost will be dealt with as above, and coinciding with the publication of the tentative allocation, there shall be a publication of the final hearing dates of the student government body responsible for fee allocations.

- d. After a final hearing, the fees allocation body shall draw up the final allocation proposal to be submitted to the student government of each campus for approval; after such approval by the student government, the final allocation shall be published in the student newspaper (or appropriate campus news media), and after approval by the above bodies, the proposal shall be submitted to the responsible campus Vice Chancellor and Chancellor for approval.
- e. Redistribution of Fund A monies among major categories within the student programming organizations may be accomplished only with the approval of the cognizant Chancellor.

#### 4. Annual Referenda on Fund A Expenditures

- a. Any student government desiring to expend funds for, or allocate funds to, the support of a student newspaper, a speakers program, or salaries for student government officers, must first obtain, prior to the beginning of each fiscal year in which such expenditures are to be made, and in the manner set forth below, the authorization of the student electorate on that campus to do so.
  - 1) Said authorization may only be obtained through a referendum conducted among the body of students on a particular campus eligible to vote in student government elections on that campus, in which one or more of the following three questions shall be explicitly posed:
    - a) Do you approve the allocation by student government of a part of student fee income in support of the (name of newspaper) during the 20\_\_ - \_\_fiscal year?
    - b) Do you approve the allocation by student government of a part of student fee income in support of a campus speakers program during the 20\_\_ - \_\_ fiscal year?
    - c) Do you approve the allocation by student government of a part of student fee income for salaries for student government officers during the 20\_\_ - \_\_ fiscal year?
  - 2) Authorization for one year only for any particular one of the questions in 4a(1) above shall be deemed to have been obtained if, and only if, a majority of the students voting in said referendum vote to approve that particular question.
  - 3) Prior to said referendum, the student government on the campus on which the said referendum is to be held shall widely publicize the total proposed dollar allocations, as well as the pro rata dollar amounts attributable to each student, for each of said specific expenditure areas for which said student government is seeking authorization.

5. Refunds of Fund A UPPF

All students eligible to vote in student government elections shall pay the established Fund A student fee on their respective campuses at the beginning of each academic term. For a period of at least one month during each academic term, each student who has paid a Fund A student fee for that term shall be eligible to apply for, and each eligible applicant therefore shall receive a full or partial refund of his or her Fund A student fee for that academic term. No student who applies for and receives a refund of his or her Fund A student fee shall, by virtue of such refund, be denied the right to stand for election to any student government office, or be denied the right to vote in any student government elections, or be denied any other political right within or ancillary to student government on his or her campus.

6. Use of Fund B Monies

Upon recommendation of the campus Chancellor and the President, and with the approval of the Board, Fund B monies may be allocated for support of (i) University contracts requiring payment in whole or in part from dedicated student fees, (ii) student unions and centers, (iii) intercollegiate athletic programs, (iv) student health services, (v) student recreational programs, (vi) international student services, (vii) student transit services, and (viii) facilities related to any of the foregoing. Fund B monies shall not be allocated for the benefit of an individual student (including athletic scholarships) [except for wages paid to a student who is an hourly paid employee, employed by and at one of the facilities above](#); for support of the University's physical plant, except for facilities used primarily for those student services or activities permitted above or facilities subject to bonded indebtedness requiring dedicated student fees; or for support of any academic program, or any function or facility directly related to an academic program. In the event a facility is used in part for those student services or activities permitted above, and in part for other purposes (such as academic programs, or faculty, staff, or community services and activities), Fund B monies may be used to support the facility only up to the proportion that the permitted student services or activities in the facility bear to the total use of the facility.

7. Collection of User Fees and Contributions by Student Organizations

Student groups and organizations may, with the approval of the cognizant Chancellor, establish, charge, and collect appropriate user fees for services and activities sponsored by such groups and organizations in University facilities or with University equipment or with the official sanction or assistance of University personnel. Any such fees must be collected, deposited, and disbursed in accordance with established University policies, and may only be used in support of the services and activities of the organization receiving the fee.

Any student organization, office, or group which has received official University recognition may, with the approval of the cognizant Chancellor, solicit and collect voluntary contributions. Such contributions must be solicited, collected, deposited, and disbursed in accordance with established University policies, and may only be used in support of the student organization, office, or group by which the contributions were solicited.

**RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees**

[The following fundamental concepts shall be observed with regard to the expenditure of non-UPPF student fee revenues:](#)

1. [A description of the fees charged and their purpose must be provided to students on a website or in another manner determined by the campus.](#)



2. Student fee expenditures must align with the purposes and descriptions for which they were collected.
3. Student fees shall be expended for purposes that directly benefits the students charged.
4. Fees shall not be distributed for the benefit of an individual student (ex: scholarship or fellowship) nor be awarded on a competitive basis.

Costs related to the development, instruction and assessment of offering a course are expected to be borne by the department and college, including materials related to the mechanics of teaching the course, such as course outlines, syllabi, exams, and similar handouts. The department is also expected to bear the costs of staffing courses, including personnel employed to aid in the course such as teaching assistants and guest speakers.

A Course fee is defined as a charge applied to students enrolled in a specific course for expenses directly related to the student's participation. A Laboratory (lab) fee is defined as a charge made to students to underwrite, in whole or in part, the cost of services, rentals, and consumable supplies utilized in a laboratory environment. Costs that may be assessed through these fees include, but are not limited to, any consumable materials, services provided as a part of the class, travel costs for the student to attend a required field trip, computer related software for student use specific to the course, individual exams or assessments produced by a third party that are purchased at a group rate, materials such as manuals, chemicals, glassware, protective or other clothing, paints, brushes and canvasses that will be consumed by the student in the course of instructional activities. A course or lab fee may also include the costs of purchase, maintenance, repair and replacement of equipment used in the delivery of a course or execution of a lab. A course or lab fee shall not be expended for general departmental or administrative costs.

~~Course fees are established to cover the costs related to a particular course, for example, the costs associated with the bulk purchase of self-assessments or copyright fees. A laboratory fee is defined as a charge made to students to underwrite, in whole or in part, the cost of service, rentals, and consumable supplies utilized in a laboratory environment. These include, for example, such materials as manuals, chemicals, glassware, protective or other clothing, computer related software and expendables, paints, brushes and canvasses.~~

A miscellaneous student fee is defined as all fees other than UPFF, course, and laboratory fees charged to students incidental to the providing of instruction. Examples of fees included within this category are application fees, transcript fees, teacher placement fees, special instructional fees, late payment fees, technology fees and returned check fees.

### RP-5.9.3 Online Course Fees

The purpose of the fee is to provide the resources needed for developing and supporting both teaching and learning in a course that significantly utilizes learning technologies. Specifically, the costs associated with instructional design and support, faculty development and training in the use of instructional technology, accessibility and other quality standards, course development, and online learner orientation, communication and support.

The fee is to be assessed to distance (fully online) and blended (partially online) courses.

### **RP-5.9.4~~3~~ Reporting of Course, Laboratory, Online Course and Miscellaneous Fees**

The Chancellors on each of the campuses shall report to the President no later than March 1 of each year a listing of all planned changes in student fees of any nature for the next academic year. All fees must be reviewed by the campus at least once every four years. Any planned increase in fees must be approved by

the President and subsequently included as a report to the Board of Regents in a meeting agenda, prior to the proposed implementation of the increased fees. A list of all laboratory fees will be included in the schedule of classes which is provided to students prior to the time that they register for classes.

TO: The Board of Regents Addendum VIII-B-1  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Amendments to *Board of Regents Policy RP-6.2.1*, Purchasing Policy, to reflect changes to federal Uniform Guidance related to procurement

RECOMMENDED ACTION: Approve amendments to RP-6.2.1 of the *Policies of the Board of Regents*, Purchasing Policy, to comply with federal Uniform Guidance related to procurement

PREVIOUS ACTION: *Board of Regents Policy RP-6.2.1* became effective, as approved by the Board of Regents, on November 15, 1985. Various changes have been made to *Board of Regents Policy RP-6.2.1* since that time. Most recently, on March 11, 2011, the Board of Regents approved an amendment to *Board of Regents Policy RP-6.2.1* in order to permit the use of competitive reverse auctions for purchases of goods and services.

EXPLANATION: The Federal Government's Office of Management and Budget issued an addendum to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) related to procurement (2 CFR §200.317-326). These new standards apply starting with fiscal years beginning on or after December 26, 2017, and therefore will apply to the University as of 1 July 2018. In order to comply with the changes to the Uniform Guidance, it is necessary for the University of Nebraska to update the Board of Regents Purchasing Policy, as shown in the attached "as marked" version. These changes to *Board of Regents Policy RP-6.2.1* will ensure compliance with the Uniform Guidance related to procurement.

The policy has been reviewed by and is recommended for approval by the Business Affairs Committee.

SPONSOR: Chris J. Kabourek  
Interim Vice President for Business and Finance | CFO

RECOMMENDED:   
Hank M. Bounds, President  
University of Nebraska

DATE: May 31, 2018

## RP-6.2.1 Purchasing Policy

### 1. Policy References

- a. The *Bylaws of the Board of Regents of the University of Nebraska*, Section 6.1, relating to Obligations.
- b. The *Bylaws of the Board of Regents of the University of Nebraska*, Section 6.4, relating to Contracts.
- c. Neb. Rev. Stat., § 73-101 et seq. relating to Public Lettings.

### 2. Purpose

The purpose of this policy is to provide uniform purchasing guidelines for the University of Nebraska.

### 3. Applicability

This policy shall apply to the purchase of personal property and services, and to the purchase of labor, materials, and equipment for the construction, maintenance, repair, remodeling, renovation, renewal or demolition of any University building or other improvement to real property. The purchase of services of architects, engineers, landscape architects, and land surveyors and the acquisition of real property are excluded from this policy.

### 4. Definitions

- a. Article. Article shall mean any item of personal property, and shall include all materials, supplies, furniture, equipment, printing, stationery, software, automotive and road equipment and all other chattels, goods, wares and merchandise whatsoever.
- b. Bylaws. Bylaws shall mean the *Bylaws of the Board of Regents of the University of Nebraska*.
- c. Contractor. Contractor shall mean any person, firm, partnership, association, corporation or other entity with whom the University has entered into a contract to (a) provide any article or service, or (b) provide any labor, materials or equipment for the construction, maintenance, repair, remodeling, renovation, renewal or demolition of any University building or other improvement to real property.
- d. Emergency. Emergency shall mean any situation where it is necessary that the University enter into a contract of purchase to (a) avoid the loss of life, health, safety, or property, (b) respond to time limits established by a person or agency external to the University, or (c) obtain cost savings for the University where the time constraints of competitive bidding would eliminate the cost savings.
- e. Immediate Family. Immediate Family shall mean wife, husband, children, grandchildren, parents, grandparents, brother, sister, daughter-in-law, son-in-law, guardian, ward, stepfather, stepchildren, or persons bearing the same relationship to the spouse of the employee.

- f. Major Administrative Unit. Major administrative unit shall mean the University of Nebraska-Lincoln, the University of Nebraska Medical Center, or the University of Nebraska at Omaha, or the University of Nebraska at Kearney.
- g. Principal Business Officer. Principal business officer shall mean the Vice Chancellor for Business and Finance of a major administrative unit or the Vice President for Business and Finance when acting on behalf of the Central Administration or the University as a whole, or their designee.
- h. Professional Service. Professional service shall mean and include (a) any type of service which requires a license or other legal authorization as a condition precedent to the rendering of the service, or (b) any other type of service commonly recognized as a professional service, including, but not limited to, accounting and auditing, actuarial, legal, personnel, financial, computing, management, marketing, educational program planning or evaluation, facilities planning or evaluation, insurance and risk management, or travel agency services.
- i. Purchase. Purchase shall mean the process of (a) acquisition of any article by the University by transfer of ownership or by lease for a stated consideration paid to a contractor or vendor, (b) contracting for any service, including any professional service, to be provided by any person, firm, partnership, association, corporation or other entity for a stated consideration, or (c) contracting for any labor, material or equipment for construction, repair, alteration, remodeling, renovation or demolition of any University building or other improvement to real property to be provided by a contractor for a stated consideration.
- j. Requesting Unit. Requesting unit shall mean any college, school, department, division, office, or other administrative subdivision within the University which requests a purchase.
- k. Sole Source Purchase. Sole source purchase shall mean any purchase made from only a single contractor or vendor without competitive bidding.
- l. Vendor. Vendor shall mean any person, firm, partnership, association, corporation or other entity furnishing an article or service to the University.

5. Specifications

- a. Any purchase where competitive bidding is required by this policy shall be made on the basis of written specifications which shall be developed by the requesting unit and/or the appropriate academic/administrative authority. All specifications shall be prepared in a manner designed to attract competitive bidding within the standards of quality appropriate for intended use.
- ~~b.~~ In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.
- ~~b-c.~~ Restrictive sole source proprietary specifications shall not be used, except in cases of emergency or in cases involving the purchase of unique (including matching existing equipment or software) or non-competitive articles or services. Each request for a sole source purchase shall be accompanied by written justification from the requesting unit. Each sole source purchase must have prior written approval by the principal business officer.

~~6.d.~~ The Vice President for Business and Finance shall coordinate the establishment and maintenance of uniform standards and specifications for purchases by the University.

6. Micro-Purchase

a. Procurement by micro-purchase is the acquisition of services, supplies or other property, the aggregate dollar amount of which does not exceed micro-purchase level as set by the Federal Acquisition Regulation. Micro-purchases may be awarded without soliciting competitive quotations.

7. Small Purchase

a. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the competitive bid level (see Section 10). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

8. Sealed Bids

a. Procurement by sealed bids (formal advertising) are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

9. Purchases Using Cooperative or Consortium

a. Purchases do not require competitive bidding if sourced from (i) any purchasing cooperative or consortium of which the University or a major administrative unit thereof is a member, (ii) the U.S. Government or any agency or instrumentality thereof, (iii) the State of Nebraska or any agency or instrumentality thereof, (iv) a political subdivision of the State of Nebraska, (v) any governmental or public entity created by an interlocal cooperation agreement pursuant to the Nebraska Interlocal Cooperation Act, (vi) any private or public postsecondary educational institution, or (vii) any vendor pursuant a U.S. Government General Services Administration (GSA) pricing agreement; provided, however, under no circumstances shall the University be contractually obligated or liable for any purchase by another educational institution or governmental entity, or by any other member of a purchasing cooperative or consortium.

~~6.10.~~ Competitive Bidding

a. ~~The technique~~ Procurement by ~~of~~ competitive proposals (RFP) is normally conducted with more than one source submitting an offer. The following requirements apply:  
1) RFPs must be publicized and identify all evaluation factors and their relative importance.  
2) Proposals must be solicited from an adequate number of qualified sources.  
4)3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

b. Except as otherwise provided in this purchasing policy, any purchase committing the University to an expenditure of \$150,000 or more shall be made to the lowest responsible bidder, taking into consideration the best interests of the University, the quality or performance of any articles or service to be purchased, their conformity with specifications, the purpose for which required, and the time of delivery or performance. The University may utilize a competitive reverse auction, to include a web-based version, to meet the competitive bidding requirements stated in this policy. In determining the lowest responsible bidder, in addition to price, bids may be rejected and awards made upon consideration of the following factors:

- 1) The ability, capacity, and skill of the bidder to comply with the University's specifications and perform the contract required;
- 2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 3) Whether the bidder can perform the contract within the time specified;
- 4) The quality of the bidder's performance of previous contracts (see also Section [10.d6-e](#));
- 5) The previous and existing compliance by the bidder with laws relating to the contract;
- 6) The life-cycle cost of an article in relation to its purchase price and specific use by the University (see also Section [10.g6-f](#));
- 7) The performance of an article, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
- 8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;
- 9) The information furnished by each bidder concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs and energy consumption on a per-year basis;
- 10) The results of Federal regulatory agency tests on fleet performance of motor vehicles. Each bidder shall furnish information relating to such results; and
- 11) Such other information as may be secured having a bearing on the decision to award the contract.

[c.](#) The University may waive any informality or irregularity in any bid which does not materially affect the integrity or effectiveness of the competitive bidding process. In any case where competitive bids are required and all bids are rejected, but the proposed purchase is not abandoned, new bids shall be called for as in the first instance. The University reserves the right in all circumstances to analyze bids in detail and to award contracts which in the exercise of reasonable discretion the University believes to be in its best interest.

[d.](#) The University may reject the bid of any bidder who has (a) failed to perform a previous contract with the University, (b) failed to provide any required bid security, or (c) submitted a bid which is in any way incomplete, irregular, or not responsive to specifications.

[e-e.](#) A minimum of fifteen (15) days shall elapse between the time formal bids are advertised or called for and the time of their opening; provided, however, the Principal Business Officer may shorten this time period in cases of emergency. Conducting competitive reverse auctions, including web-based auctions, satisfies this requirement and recognizes less than fifteen (15) days elapsed time between advertisement and the time of opening.

[d-f.](#) Competitive bidding shall not be required for the following types of purchases:

- 1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software. (See also Section 5.cb requiring written justification for sole source purchases and approval of the same by the principal business officer);
- 2) Contracts for professional services; provided, however, that any contract for architectural, engineering, land surveying or landscape architectural services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such services;
- 3) Purchases necessary in emergency situations;
- 4) Contracts for maintenance or servicing of equipment with the manufacturer of the equipment or the manufacturer's authorized service agent, where in the judgment of the principal business officer such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent;
- ~~5) Purchases from (i) any purchasing cooperative or consortium of which the University or a major administrative unit thereof is a member, (ii) the U.S. Government or any agency or instrumentality thereof, (iii) the State of Nebraska or any agency or instrumentality thereof, (iv) a political subdivision of the State of Nebraska, (v) any governmental or public entity created by an interlocal cooperation agreement pursuant to the Nebraska Interlocal Cooperation Act, (vi) any private or public postsecondary educational institution, or (vii) any vendor pursuant a U.S. Government General Services Administration (GSA) pricing agreement; provided, however, under no circumstances shall the University be contractually obligated or liable for any purchase by another educational institution or governmental entity, or by any other member of a purchasing cooperative or consortium~~
- 5) Contracts on capital construction projects (a) for the services of a construction manager who may or may not at the discretion of the University also be engaged on the project as the general contractor or (b) for the services of a design/build contractor who will be engaged on the project to furnish design services by a qualified architect or engineer and to provide general contractor services; provided, the contracts shall be awarded in accordance with Board of Regents Policy RP-6.3.7.
- ~~6) Purchases, buildings and other improvements costing less than one hundred fifty thousand dollars (\$150,000).~~

~~fg.~~ When required by the University, each bidder will furnish life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis. Where life-cost of an article is intended to be a factor in selection of the lowest responsible bidder, that factor shall be clearly stated in the invitation to bidders or in the specifications, or both.



#### 7.11. Purchasing Disputes

Any disagreement between a requesting unit, vendor or bidder and the University concerning specifications, responsiveness of bids to specifications, vendor performance, and other matters relating to purchasing activities shall be referred to the respective principal business officer for resolution.

#### 8.12. Purchases in the Name of the Board of Regents; Authority to Obligate University Funds

All purchases shall be in the name of the Board of Regents of the University of Nebraska for and on behalf of the major administrative unit making the purchase. No commitment of University funds shall be made except by means of an official University purchase order, an official University purchasing card or contract approved by the appropriate administrative officer or his or her designee in accord with Section 6.4 of the *Bylaws* and the policies of the Board of Regents relating to authority to execute contracts.

#### 9.13. Campus Purchasing Policies and Procedures

Each principal business officer may establish campus purchasing policies and procedures which are supplemental to and consistent with this purchasing policy. Nothing herein shall be construed to prohibit a principal business officer from establishing campus purchasing policies and procedures which are more restrictive than this purchasing policy.

#### 10.14. Resident Bidder Preference

In accordance with the provisions of Neb. Rev. Stat., § 73-101.01, when a University contract is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference over a non-resident bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. Resident bidder as used in this section shall mean any person, partnership, association, or foreign or domestic corporation authorized to engage in business in the State of Nebraska and who shall have met the residency requirement of the state of the non-resident bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for public contract is first advertised or announced, or shall have had a bona fide establishment for doing business within this state for the length of time established by the state of the non-resident bidder, necessary for receiving the benefit of that state's preference law on the date when a bid for a public contract is first advertised or announced. This section shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this section.

#### 14.15. Financial or Beneficial Personal Interest Forbidden; Gift and Rebates Prohibited

- a. No officer or employee of the University involved in an advisory or decision-making capacity relating to any University purchase and no member of his or her immediate family shall be financially interested, or have any beneficial personal interest, either directly or indirectly, in such purchase, or in any bidder, contractor, lessor or vendor for such purchase. No such officer or employee or member of his or her immediate family shall receive or accept, either directly or indirectly, by rebate, gift or otherwise, any money or other specific item of value whatsoever, or any promise, obligation or contract for future reward or compensation from any person, firm, corporation or other entity which has submitted or intends to submit a bid or proposal in connection with any University purchase or which has otherwise been contacted by the University relating to a proposed University purchase.

- b. No purchasing officer or any member of his or her immediate family shall have any direct or indirect financial interest in any person, partnership, firm, association, corporation or other vendor, or any agent or representative thereof, from or through whom the purchasing officer shall make any purchase or contract for a purchase on behalf of the University.
- c. Violation of Section 11 shall constitute adequate cause for immediate suspension or dismissal from University employment.

42.16. Purchases Involving University Personnel; Purchases for Personal Use Prohibited

- d. No article or service shall be purchased from any University faculty or staff member without prior approval by the principal business officer, and any such purchase approved by the principal business officer shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.
- e. University funds shall not be expended for articles or services which are for the personal use of staff or faculty members.

43.17. Ownership and Control of University Property

- f. Title and all rights of ownership to all property purchased with University funds shall vest in the University, except for property purchased in accordance with specially donated or restricted funds providing for other ownership.
- g. University property may be reassigned for use by other units within the University in the event it is no longer being utilized by the unit in possession.

44.18. Reports

Each principal business officer or the Vice President for Business and Finance shall immediately notify the General Counsel's office in any instance where a decision made concerning the awarding of a contract ~~of purchase~~ is disputed by a party outside the University.

- Reference:
- BRUN, Minutes, 51, p. 147, attachment 4 (November 15, 1985).
  - BRUN, Minutes, 60, p. 142 (June 1, 1996).
  - BRUN, Minutes, 61, pp. 86-87 (November 22, 1997).
  - BRUN, Minutes, 62, p. 111 (May 1, 1999).
  - BRUN, Minutes, 63, p. 91 (November 3, 2000).
  - BRUN, Minutes, 63, p. 125 (March 3, 2001).
  - BRUN, Minutes, 66, p. 4 (January 20, 2006).
  - BRUN, Minutes, 67, p. 60 (November 7, 2008).
  - Corporation Secretary revision, RP-6.2.1.14 (August 14, 2009).
  - Corporation Secretary revision, RP-6.2.1.6.e.7 (October 7, 2009).
  - BRUN, Minutes, 70, p. 11 (March 11, 2011).

TO: The Board of Regents Addendum VIII-B-2  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Purchase of licenses and leasing of hardware

RECOMMENDED ACTION: Approve agreements with Oracle for the purchase of licenses and leasing of hardware for Nebraska Student Information Systems (NeSIS) upgrades

PREVIOUS ACTION: None

EXPLANATION: Nebraska Student Information System (“NeSIS”) reviewed potential solutions to minimize (1) current application licenses and database costs, and (2) upcoming required investments on the database storage in 2019 and database hardware in 2020.

Oracle proposed a solution which is estimated to result in savings of over \$1,400,000 in the next five years. The solution is a cloud/on-premise leasing of Exadata machines that will eliminate the need for upgrading the database storage and hardware. It also includes a new licensing model that will eliminate cost due to increases in enrollment and projected growth. The new licensing model includes encryption at rest and a suite of security tools that will replace third-party products that NeSIS currently uses for masking/scrambling and encryption of data.

The license purchases and leasing of hardware will ultimately result in NeSIS being more robust and more secure than it is today. Additionally, these purchases are congruent with NeSIS strategic objectives which are focused on minimization of cost of ownership, security risk and product portfolio.

The purchase was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: Projected current cost for current database licensing model, hardware and third-party security tools: \$4,460,658

Proposed cost of new licensing model, hardware, and security tools: \$600,600 yearly cost for licenses and hardware lease for 4 years (\$2,402,400 total) + \$600,600 (1-year extension) *Total: \$3,003,000*

***Total Projected Savings (Projected Current Cost - Proposed Cost): \$1,457,658***

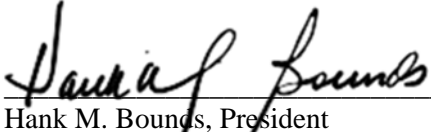
SOURCE OF FUNDS: No additional new funds; existing NeSIS annual budget

SPONSORS:

Susan Fritz  
Executive Vice President and Provost  
NeSIS Executive Sponsor

Mark Askren  
Vice President for Information Technology and Chief Information  
Officer

RECOMMENDED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

June 19, 2018

**ORDERING DOCUMENT**

Oracle America, Inc.  
 500 Oracle Parkway  
 Redwood Shores, CA 94065

<b>Name</b>	The Board of Regents of the University of Nebraska & Nebraska State College System	<b>Contact</b>	Cheri Polenske
<b>Address</b>	232 Varner Hall Lincoln NE 68583	<b>Phone Number</b>	402) 472-0182
		<b>Email Address</b>	cpolenske@nebraska.edu

**New Subscription**

Service Period: 48 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B87823 - Oracle Public Cloud Machine X6 Control Plane - Non-metered - Each	EXTERNAL SITE	1	48 mo	8,400.00	403,200.00
B89115 - Oracle Database Exadata Cloud at Customer X7 - Quarter Rack - Non-Metered - Each	EXTERNAL SITE	1	48 mo	16,625.00	798,000.00
<b>Subtotal</b>					1,201,200.00

Fee Description	Net Fee
Cloud Services Fees	1,201,200.00
<b>Net Fees</b>	1,201,200.00
<b>Total Fees</b>	1,201,200.00

## A. Terms of Your Order

### 1. Agreement

a. Public Sector Agreement for Cloud Services US-OMA-1164550 effective 05-FEB-2018

### 2. Payment Terms:

a. Net 30 days from invoice date

### 3. Payment Frequency:

Quarterly in Arrears

### 4. Currency:

US Dollars

### 5. Offer Valid through:

13-JUL-2018

### 6. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

### 7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

## B. Additional Order Terms

### 1. Oracle Database Exadata Public Cloud Machine ("ExaCC")

#### Additional Definitions

"Hardware" refers to the ExaCC related computer equipment and remote gateway provided by Oracle as part of Your order for the ExaCC service.

#### Additional Rights and Obligations for ExaCC

**a. Network Connectivity:** You must maintain network connectivity as described in the Oracle Cloud Hosting and Delivery Policies throughout the Service Period.

**b. Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Service Description.

You may not, and may not cause or permit others to (i) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of ExaCC.

#### Delivery and Installation of Hardware

**a. Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order.

**b. Title of Hardware:** Oracle will retain all ownership and title to the Hardware.

**c. Installation:** Oracle will install the Hardware at the delivery location and set up the required network connection.

**d. Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

**Renewal.** At the end of the initial four year Service Period, provided no Hardware is being replaced or added, the ExaCC service may renew for one additional one year period ("Renewal") unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the initial four year Services Period of Your intention not to renew the ExaCC service, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the initial four year Services Period of its intention not to renew the ExaCC service. The fee for the one year renewal Services Period shall be \$199,500.

**Termination for Convenience.** At any time following six months from the Cloud Services Start Date of this order and upon not less than ninety (90) days prior written notice to Oracle ("Termination Notice Period"), You have the right to terminate the ExaCC service for Your convenience, provided that You pay Oracle (a) for all ExaCC services performed through the effective date of termination and (b) an early termination fee equal to twelve months of fees under this order. If you elect to Terminate for Convenience during the additional one year renewal Service Period, no early termination fee applies. Following termination of the ExaCC service under this section, You will receive a refund for the fees for the terminated service that You prepaid to Oracle for the period following the effective date of the termination.

**Return at end of ExaCC Service.** For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the ExaCC services under this order, Oracle will make available, via secured protocols, Your Content residing in the Hardware, or keep the ExaCC service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the ExaCC service (e.g., My Oracle Support). During this 60 day period, the ExaCC service and Hardware should not be used for production activities. After the end of this 60 day period, and in the absence of a new ExaCC service order involving the same ExaCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on ExaCC and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60 day period.

## 2. Oracle Public Cloud Machine ("OPCM")

### Additional Rights and Obligations for Oracle Public Cloud Machine

**a. Network Connectivity:** You must maintain network connectivity as described in the Oracle Cloud Hosting and Delivery Policies throughout the Service Period.

**b. Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Service Description.

You may not, and may not cause or permit others to (i) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of OPCM.

### Delivery and Installation of Hardware

**a. Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order.

**b. Title of Hardware:** Oracle will retain all ownership and title to the Hardware.

**c. Installation:** At the delivery location and as part of the OPCM offering, Oracle will install the Hardware and set up the required network connection 90 days from the Service Period Start Date.

**d. Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

### Return at end of OPCM Service

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the OPCM services under the order, Oracle will make available Your Content via secured protocols, or keep the service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the OPCM service (e.g., My Oracle Support). During this 60 day period, the OPCM service and Hardware should not be used for production activities. After the end of this 60 day period, and in the absence of a new OPCM service order involving the same OPCM Hardware, Oracle will erase all data from disks, flash drives and all storage containers on OPCM and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60 day period.

**Renewal** At the end of the initial four year Service Period, provided no Hardware is being replaced or added, the OPCM service may renew for one additional one year period ("Renewal") unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the initial four year Services Period of Your intention not to renew the OPCM service, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the initial four year Services Period of its intention not to renew the OPCM service. The fee for the one year renewal Services Period shall be \$100,800.

### 3. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and " Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".

### 4. Data Processing Agreement

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services except to the extent otherwise specified in this order. Oracle will act as a data processor and Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this order and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

### 5. No Excess Obligation

In the event sufficient budgeted funds are not available for a new fiscal period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the four 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and are available and no longer subject to any appropriations contingency. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriations.

### 6. Promotional Discount

In consideration for this order, You have received a special one time only promotional discount.

### 7. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the order(s) with the footer(s) CPQ-788810 and CPQ-788826 between the parties. If the parties do not simultaneously execute the above referenced order(s) with this order, this order shall be deemed to have no legal effect, even if executed.

The Board of Regents of the University of Nebraska & Nebraska State College System		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____



**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	The Board of Regents of the University of Nebraska & Nebraska State College System	<b>Customer Name</b>	The Board of Regents of the University of Nebraska & Nebraska State College System
<b>Customer Address</b>	232 Varner Hall Lincoln NE 68583	<b>Customer Address</b>	4230 Leavenworth Street Room 2061 Omaha NE 68198
<b>Contact Name</b>	Cheri Polenske	<b>Contact Name</b>	Christopher Bennett
<b>Contact Phone</b>	402) 472-0182	<b>Contact Phone</b>	+1 (402) 472-9725
<b>Contact Email</b>	cpolenske@nebraska.edu	<b>Contact Email</b>	cpolenske@nebraska.edu

## UNIVERSITY OF NEBRASKA

Addendum # 1 to the agreement between the **Board of Regents of the University of Nebraska** for and on behalf of the University of Nebraska-Lincoln and its **Information Technology Services** (University) and **Oracle America, Inc.**, (Service Provider) dated \_\_\_\_\_. The following items are hereby incorporated into this agreement and will take precedence over any conflicting terms.

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.  
For purposes of this Agreement, the term "assign" shall be deemed to not include any of the following actions: consolidation, merger, sale of substantially all of Service Provider's shares or assets to a third party, and any dissolution or other fundamental change in the business identity of Service Provider.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the Nebraska.
3. **Work Status Verification.** Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
4. **Debarment List.** No contract shall be awarded to any Party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, the Party represents that it is not included on the Debarment List. The Party further agrees to update that representation upon written request.
5. **Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01)**, as may be amended, as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov). It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
6. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
7. **Section 503.** If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors to employ and advance in employment qualified individuals with disabilities.
8. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. **Logos or University Marks.** The Service Provider shall not publicly use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited. Notwithstanding the foregoing, Oracle may identify you on a public list of Oracle customers.
10. **Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Undersigned for payment in accordance with the terms of this Agreement.
11. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement terminated and of no further force or effect and the University shall have no further obligations hereunder for Oracle services provided after the effective date of such termination. In circumstances involving termination due to conflict of interest, Service Provider is not entitled to an early termination fee.
12. **Compliance.** To the extent an ordering document requires that Service Provider's employees access University premises to perform the ordered services, such employees will comply with University policies while present on University premises.
13. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.
14. The estimated total amount in **US Dollars is: \$3,003,000.00.**

**For University Department Approval (If Applicable)**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For The Board of Regents of the University of Nebraska**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For the Service Provider**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of regents Policy 6.2.1.12, Purchases Involving University Personnel.*

**Notice.** Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

**To the Service Provider:**

Jesse Fisher  
Oracle Higher Education and Research  
233 South Wacker, FL45 | Chicago, IL 60606

**To the University:**

Scott Stremick  
University of Nebraska-Lincoln

**ORDERING DOCUMENT**

Oracle America, Inc.  
 500 Oracle Parkway  
 Redwood Shores, CA 94065

<b>Name</b>	The Board of Regents of the University of Nebraska & Nebraska State College System	<b>Contact</b>	Cheri Polenske
<b>Address</b>	232 Varner Hall Lincoln NE 68583	<b>Phone Number</b>	402) 472-0182
		<b>Email Address</b>	cpolenske@nebraska.edu

**New Subscription**

Service Period: 48 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B87823 - Oracle Public Cloud Machine X6 Control Plane - Non-metered - Each	EXTERNAL SITE	1	48 mo	8,400.00	403,200.00
B89115 - Oracle Database Exadata Cloud at Customer X7 - Quarter Rack - Non-Metered - Each	EXTERNAL SITE	1	48 mo	16,625.00	798,000.00
<b>Subtotal</b>					1,201,200.00

Fee Description	Net Fee
Cloud Services Fees	1,201,200.00
<b>Net Fees</b>	1,201,200.00
<b>Total Fees</b>	1,201,200.00

## A. Terms of Your Order

### 1. Agreement

a. Public Sector Agreement for Cloud Services US-OMA-1164550 effective 05-FEB-2018

### 2. Payment Terms:

a. Net 30 days from invoice date

### 3. Payment Frequency:

Quarterly in Arrears

### 4. Currency:

US Dollars

### 5. Offer Valid through:

13-JUL-2018

### 6. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

### 7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

## B. Additional Order Terms

### 1. Oracle Database Exadata Public Cloud Machine ("ExaCC")

#### Additional Definitions

"Hardware" refers to the ExaCC related computer equipment and remote gateway provided by Oracle as part of Your order for the ExaCC service.

#### Additional Rights and Obligations for ExaCC

**a. Network Connectivity:** You must maintain network connectivity as described in the Oracle Cloud Hosting and Delivery Policies throughout the Service Period.

**b. Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Service Description.

You may not, and may not cause or permit others to (i) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of ExaCC.

#### Delivery and Installation of Hardware

**a. Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order.

**b. Title of Hardware:** Oracle will retain all ownership and title to the Hardware.

**c. Installation:** Oracle will install the Hardware at the delivery location and set up the required network connection.

**d. Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

**Renewal.** At the end of the initial four year Service Period, provided no Hardware is being replaced or added, the ExaCC service may renew for one additional one year period ("Renewal") unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the initial four year Services Period of Your intention not to renew the ExaCC service, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the initial four year Services Period of its intention not to renew the ExaCC service. The fee for the one year renewal Services Period shall be \$199,500.

**Termination for Convenience.** At any time following six months from the Cloud Services Start Date of this order and upon not less than ninety (90) days prior written notice to Oracle ("Termination Notice Period"), You have the right to terminate the ExaCC service for Your convenience, provided that You pay Oracle (a) for all ExaCC services performed through the effective date of termination and (b) an early termination fee equal to twelve months of fees under this order. If you elect to Terminate for Convenience during the additional one year renewal Service Period, no early termination fee applies. Following termination of the ExaCC service under this section, You will receive a refund for the fees for the terminated service that You prepaid to Oracle for the period following the effective date of the termination.

**Return at end of ExaCC Service.** For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the ExaCC services under this order, Oracle will make available, via secured protocols, Your Content residing in the Hardware, or keep the ExaCC service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the ExaCC service (e.g., My Oracle Support). During this 60 day period, the ExaCC service and Hardware should not be used for production activities. After the end of this 60 day period, and in the absence of a new ExaCC service order involving the same ExaCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on ExaCC and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60 day period.

## 2. Oracle Public Cloud Machine ("OPCM")

### Additional Rights and Obligations for Oracle Public Cloud Machine

**a. Network Connectivity:** You must maintain network connectivity as described in the Oracle Cloud Hosting and Delivery Policies throughout the Service Period.

**b. Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Service Description.

You may not, and may not cause or permit others to (i) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of OPCM.

### Delivery and Installation of Hardware

**a. Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order.

**b. Title of Hardware:** Oracle will retain all ownership and title to the Hardware.

**c. Installation:** At the delivery location and as part of the OPCM offering, Oracle will install the Hardware and set up the required network connection 90 days from the Service Period Start Date.

**d. Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

### Return at end of OPCM Service

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the OPCM services under the order, Oracle will make available Your Content via secured protocols, or keep the service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the OPCM service (e.g., My Oracle Support). During this 60 day period, the OPCM service and Hardware should not be used for production activities. After the end of this 60 day period, and in the absence of a new OPCM service order involving the same OPCM Hardware, Oracle will erase all data from disks, flash drives and all storage containers on OPCM and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60 day period.

### Renewal

At the end of the initial four year Service Period, provided no Hardware is being replaced or added, the OPCM service may renew for one additional one year period ("Renewal") unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the initial four year Services Period of Your intention not to renew the OPCM service, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the initial four year Services Period of its intention not to renew the OPCM service. The fee for the one year renewal Services Period shall be \$100,800.

**3. Terms**

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and " Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", Company Data" and "Your Content".

**4. Data Processing Agreement**

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services except to the extent otherwise specified in this order. Oracle will act as a data processor and Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this order and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

**5. No Excess Obligation**

In the event sufficient budgeted funds are not available for a new fiscal period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the four 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and are available and no longer subject to any appropriations contingency. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriations.

**6. Promotional Discount**

In consideration for this order, You have received a special one time only promotional discount.

**7. Linking Language**

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the order(s) with the footer(s) CPQ-788810 and CPQ-788826 between the parties. If the parties do not simultaneously execute the above referenced order(s) with this order, this order shall be deemed to have no legal effect, even if executed.

The Board of Regents of the University of Nebraska & Nebraska State College System		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	The Board of Regents of the University of Nebraska & Nebraska State College System	<b>Customer Name</b>	The Board of Regents of the University of Nebraska & Nebraska State College System
<b>Customer Address</b>	232 Varner Hall Lincoln NE 68583	<b>Customer Address</b>	232 Varner Hall Lincoln NE 68583
<b>Contact Name</b>	Cheri Polenske	<b>Contact Name</b>	Cheri Polenske
<b>Contact Phone</b>	402) 472-0182	<b>Contact Phone</b>	402) 472-0182
<b>Contact Email</b>	cpolenske@nebraska.edu	<b>Contact Email</b>	cpolenske@nebraska.edu



## UNIVERSITY OF NEBRASKA

Addendum # 1 to the agreement between the **Board of Regents of the University of Nebraska** for and on behalf of the University of Nebraska-Lincoln and its **Information Technology Services** (University) and **Oracle America, Inc.**, (Service Provider) dated \_\_\_\_\_. The following items are hereby incorporated into this agreement and will take precedence over any conflicting terms.

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.  
For purposes of this Agreement, the term "assign" shall be deemed to not include any of the following actions: consolidation, merger, sale of substantially all of Service Provider's shares or assets to a third party, and any dissolution or other fundamental change in the business identity of Service Provider.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the Nebraska.
3. **Work Status Verification.** Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
4. **Debarment List.** No contract shall be awarded to any Party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, the Party represents that it is not included on the Debarment List. The Party further agrees to update that representation upon written request.
5. **Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01)**, as may be amended, as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov). It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
6. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
7. **Section 503.** If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors to employ and advance in employment qualified individuals with disabilities.
8. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. **Logos or University Marks.** The Service Provider shall not publicly use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited. Notwithstanding the foregoing, Oracle may identify you on a public list of Oracle customers.
10. **Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Undersigned for payment in accordance with the terms of this Agreement.
11. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement terminated and of no further force or effect and the University shall have no further obligations hereunder for Oracle services provided after the effective date of such termination. In circumstances involving termination due to conflict of interest, Service Provider is not entitled to an early termination fee.
12. **Compliance.** To the extent an ordering document requires that Service Provider's employees access University premises to perform the ordered services, such employees will comply with University policies while present on University premises.
13. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.
14. The estimated total amount in **US Dollars is: \$3,003,000.00.**

**For University Department Approval (If Applicable)**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For The Board of Regents of the University of Nebraska**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For the Service Provider**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of regents Policy 6.2.1.12, Purchases Involving University Personnel.*

**Notice.** Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

**To the Service Provider:**

Jesse Fisher  
Oracle Higher Education and Research  
233 South Wacker, FL45 | Chicago, IL 60606

**To the University:**

Scott Stremick  
University of Nebraska-Lincoln

# Data Processing Agreement for Oracle Cloud Services

Version January 12, 2018

## 1. Scope, Order of Precedence and Term

1.1 This data processing agreement (the “Data Processing Agreement”) applies to Oracle’s Processing of Personal Data as part of Oracle’s provision of Oracle Cloud Services (“Cloud Services”). The Cloud Services are described in (i) the applicable order for Cloud Services, (ii) the applicable Agreement or other applicable master agreement by and between You and Oracle in which this Data Processing Agreement is referenced, and (iii) the Service Specifications (i, ii and iii collectively the “Cloud Services Agreement”).

1.2 Unless otherwise expressly stated in the order, this version of the Data Processing Agreement is incorporated into and subject to the terms of the Cloud Services Agreement, and shall be effective and remain in force for the Service Period of the Cloud Services.

1.3 Except as expressly stated otherwise in this Data Processing Agreement or the order, in the event of any conflict between the terms of the Cloud Services Agreement, including any policies or schedules referenced therein, and the terms of this Data Processing Agreement, the relevant terms of this Data Processing Agreement shall take precedence.

## 2. Definitions

2.1 “Applicable Data Protection Law” means (i) Directive 95/46/EC of October 24, 1995, as amended, on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (‘Directive’) until such time that it is replaced by Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, applicable as of May 25, 2018; and (ii) any other data privacy or data protection law or regulation that applies to the Processing of Personal Data under this Data Processing Agreement;

2.2 “You” means the customer entity that has executed the order;

2.3 “Data Subject”, “Data Protection Impact Assessments”, “Data Protection Officer”, “Process/Processing”, “Supervisory Authority”, “Controller”, “Processor” and “Binding Corporate Rules” (or any of the equivalent terms) have the meaning set forth under Applicable Data Protection Law;

2.4 “EU Model Clauses” means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the Transfer of Personal Data to Processors established in Third Countries under the Directive 95/46/EC, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision;

2.5 “Argentinean Model Clauses” means the Model Agreement of International Transfer of Personal Data for the case of Personal Data Assignment (*Contrato modelo de transferencia internacional de datos personales con motivo de la cesión de datos personales*), approved by the National Directorate for

Personal Data Protection on 2 November 2016;

2.6 “Oracle” means the Oracle Affiliate that has executed the order;

2.7 “Oracle Affiliate(s)” means the subsidiar(y)(ies) of Oracle Corporation that may assist in the performance of the Cloud Services as set forth in Section 3.3;

2.8 “Personal Data” means any information relating to a Data Subject that Oracle may Process on Your behalf as part of the Cloud Services;

2.9 “Third Party Subprocessor” means a third party subcontractor, other than an Oracle Affiliate, engaged by Oracle and which may Process Personal Data as set forth in Section 3.3.

Other capitalized terms have the definitions provided for them in the Cloud Services Agreement or as otherwise specified below.

### **3. Controller and Processor of Personal Data and Purpose of Processing**

3.1 You are and will at all times remain the Controller of the Personal Data Processed by Oracle under the Cloud Services Agreement. You are responsible for compliance with Your obligations as a Controller under Applicable Data Protection Law, in particular for justification of any transmission of Personal Data to Oracle (including providing any required notices and obtaining any required consents and/or authorizations, or otherwise securing an appropriate legal basis under Applicable Data Protection Law), and for Your decisions and actions concerning the Processing of such Personal Data.

3.2 Oracle is and will at all times remain a Processor with regard to the Personal Data provided by You to Oracle under the Cloud Services Agreement. Oracle is responsible for compliance with its obligations under this Data Processing Agreement and for compliance with its obligations as a Processor under Applicable Data Protections Law.

3.3 Oracle and any persons acting under the authority of Oracle, including any Oracle Affiliates and Third Party Subprocessors as set forth in Section 8, will Process Personal Data solely for the purpose of (i) providing the Cloud Services in accordance with the Cloud Services Agreement and this Data Processing Agreement (ii) complying with Your documented written instructions in accordance with Section 5, or (iii) complying with Oracle’s regulatory obligations in accordance with Section 13.

### **4. Categories of Personal Data and Data Subjects**

4.1 In order to perform the Cloud Services and depending on the Cloud Services You have ordered, Oracle may Process some or all of the following categories of Personal Data: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, social security details and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers, IP addresses, and online behavior and interest data.

4.2 Categories of Data Subjects whose Personal Data may be Processed in order to perform the Cloud Services may include, among others, Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

4.3 Additional categories of Personal Data and/or Data Subjects may be described in the Cloud Services Agreement. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special personal data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications.

## **5. Your Instructions**

5.1 Oracle will Process Personal Data on Your written instructions as specified in the Cloud Services Agreement and this Data Processing Agreement, including instructions regarding data transfers as set forth in Section 7.

5.2 You may provide additional instructions in writing to Oracle with regard to Processing of Personal Data in accordance with Applicable Data Protection Law. Oracle will comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Cloud Services, including assistance with notifying Personal Data breaches as set forth in Section 11, Data Subject requests as set forth in Section 6, and Data Protection Impact Assessments (DPIAs).

5.3 To the extent required by Applicable Data Protection Law, Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable Data Protection Law. You acknowledge and agree that Oracle is not responsible for performing legal research and/or for providing legal advice to You.

5.4 Without prejudice to Oracle's obligations under this Section 5, the parties will negotiate in good faith with respect to any charges or fees that may be incurred by Oracle to comply with instructions with regard to the Processing of Personal Data that require the use of resources different from or in addition to those required for the provision of the Cloud Services.

## **6. Rights of Data Subjects**

6.1 Oracle will grant You electronic access to Your Cloud Services environment that holds Personal Data to enable You to respond to requests from Data Subjects to exercise their rights under Applicable Data Protection Law, including requests to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to Processing of specific Personal Data or sets of Personal Data.

6.2 To the extent such electronic access is not available to You, You can submit a "service request" via My Oracle Support, or other applicable primary support tool provided for the Services), and provide detailed written instructions to Oracle (including the Personal Data necessary to identify the Data Subject) on how to assist with such Data Subject requests in relation to Personal Data held in Your Cloud Services environment. Oracle will promptly follow such instructions. If applicable, the parties will negotiate in good faith with respect to any charges or fees that may be incurred by Oracle to comply with instructions that require the use of resources different from or in addition to those required for the provision of the Cloud Services.

6.3 If Oracle directly receives any Data Subject requests regarding Personal Data, it will promptly pass on such requests to You without responding to the Data Subject if the Data Subject identifies You as the Data Controller. If the Data Subject does not identify You, Oracle will instruct the Data Subject to contact the entity responsible for collecting their Personal Data.

## **7. Personal Data Transfers**

7.1 Personal Data held in Your Cloud Services environment will be hosted in the data center region specified in the Cloud Services Agreement or otherwise selected by You. Oracle will not migrate Your Cloud Services environment to a different data center region without Your prior written authorization.

7.2 Without prejudice to Section 7.1, Oracle may access and Process Personal Data on a global basis as necessary to perform the Cloud Services, including for IT security purposes, maintenance and performance of the Cloud Services and related infrastructure, Cloud Services technical support and Cloud Service change management.

7.3 To the extent such global access involves a transfer of Personal Data originating from the European Economic Area (“EEA”) or Switzerland to Oracle Affiliates or Third Party Subprocessors located in countries outside the EEA or Switzerland that have not received a binding adequacy decision by the European Commission or by a competent national EEA data protection authority, such transfers are subject to (i) the terms of the EU Model Clauses incorporated into this Data Processing Agreement by reference; or (ii) other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with Applicable Data Protection Law, such as approved Binding Corporate Rules for Processors. For the purposes of the EU Model Clauses, You and Oracle agree that (i) You will act as the data exporter on Your own behalf and on behalf of any of Your entities, (ii) Oracle will act on its own behalf and/or on behalf of the relevant Oracle Affiliates as the data importers, (iii) any Third Party Subprocessors will act as ‘subcontractors’ pursuant to Clause 11 of the EU Model Clauses.

7.4 To the extent such global access involves a transfer of Personal Data originating from Argentina to Oracle Affiliates or Third Party Subprocessors located in countries outside Argentina that have not received a binding adequacy decision by the National Directorate for Personal Data Protection, such transfers are subject to (i) the terms of the Argentinean Model Clauses incorporated into this Data Processing Agreement by reference; or (ii) other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with Applicable Data Protection Law.

7.5 Transfers of Personal Data originating from other locations globally to Oracle Affiliates or Third Party Subprocessors are subject to (i) for Oracle Affiliates, the terms of the Oracle Intra-Company Data Processing and Transfer Agreement entered into between Oracle Corporation and the Oracle Affiliates, which requires all transfers of Personal Data to be made in compliance with all applicable Oracle security and data privacy policies and standards; and (ii) for Third Party Subprocessors, the terms of the relevant Oracle Third Party Subprocessor agreement incorporating security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement.

7.6 The terms of this Data Processing Agreement shall be read in conjunction with the EU Model Clauses, the Argentinean Model Clauses and other applicable transfer mechanisms pursuant to this Section 7.

## **8. Oracle Affiliates and Third Party Subprocessors**

8.1 Subject to the terms and restrictions specified in Sections 3.3, 7 and 8, You agree that Oracle may engage Oracle Affiliates and Third Party Subprocessors to assist in the performance of the Cloud Services.

8.2 Oracle maintains lists of Oracle Affiliates and Third Party Subprocessors that may Process Personal Data. These lists are available to You via My Oracle Support, Document ID 2121811.1 (or other applicable primary support tool provided for the Services). If You would like to receive notice of any intended changes to these lists, You can sign up per the instructions on Document ID 2288528.1.

8.3 Within fourteen (14) calendar days of Oracle providing such notice to You, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Cloud Services, providing objective justifiable grounds related to the ability of such Third Party Subprocessor or Oracle Affiliate to adequately protect Personal Data in accordance with this Data Processing Agreement or Applicable Data Protection Law in writing by submitting a “service request” via My Oracle Support, or other applicable primary support tool provided for the Services. In the event Your objection is justified, You and Oracle will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Subprocessors’ or Oracle Affiliate’s compliance with this Data Processing Agreement or Applicable Data Protection Law, or delivering the Cloud Services without the involvement of such Third Party Subprocessor. To the extent You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Cloud Services (i) upon serving prior notice in accordance with the terms of the Cloud Services Agreement; (ii) without liability to You and Oracle and (iii) without relieving You from Your payment obligations under the Cloud Services Agreement up to the date of termination. If the termination in accordance with this Section 8.3 only pertains to a portion of Cloud Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

8.4 The Oracle Affiliates and Third Party Subprocessors are required to abide by the same level of data protection and security as Oracle under this Data Processing Agreement as applicable to their Processing of Personal Data. You may request that Oracle audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist customer in obtaining a third-party audit report concerning the Third Party Subprocessor’s operations) to verify compliance with such obligations. You will also be entitled, upon written request, to receive copies of the relevant privacy and security terms of Oracle’s agreement with any Third Party Subprocessors and Oracle Affiliates that may Process Personal Data.

8.5 Oracle remains responsible at all times for the performance of the Oracle Affiliates’ and Third Party Subprocessors’ obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.

## **9. Technical and Organizational Measures, and Confidentiality of Processing**

9.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Data. These measures take into account the nature, scope and purposes of Processing as specified in this Data Processing Agreement, and are intended to protect Personal Data against the risks inherent to the Processing of Personal Data in the performance of the Cloud Services, in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized



disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

9.2 In particular, Oracle has implemented the physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures specified in the Service Specifications. You are advised to carefully review the applicable Service Specifications to understand which specific security measures and practices apply to the particular Cloud Services ordered by You, and to ensure that these measures and practices are appropriate for the Processing of Personal Data pursuant to this Data Processing Agreement.

9.3 All Oracle and Oracle Affiliate staff, as well as any Third Party Subprocessors that may have access to Personal Data are subject to appropriate confidentiality arrangements.

## **10. Audit Rights and Cooperation with You and Your Supervisory Authorities**

10.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, including where mandated by Your Supervisory Authority, You or Your Supervisory Authority may perform more frequent audits, including inspections of the Cloud Service data center facility that Processes Personal Data. Oracle will contribute to such audits by providing You or Your Supervisory Authority with the information and assistance reasonably necessary to conduct the audit, including any relevant records of Processing activities applicable to the Cloud Services ordered by You.

10.2 If a third party is to conduct the audit, the third party must be mutually agreed to by You and Oracle (except if such Third Party is a competent Supervisory Authority). Oracle will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Oracle or otherwise be bound by a statutory confidentiality obligation before conducting the audit.

10.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oracle will review the proposed audit plan and provide You with any concerns or questions (for example, any request for information that could compromise Oracle security, privacy, employment or other relevant policies). Oracle will work cooperatively with You to agree on a final audit plan.

10.4 If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

10.5 The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oracle's health and safety or other relevant policies, and may not unreasonably interfere with Oracle business activities.

10.6 You will provide Oracle any audit reports generated in connection with any audit under this Section 10, unless prohibited by Applicable Data Protection Law or otherwise instructed by a Supervisory Authority. You may use the audit reports only for the purposes of meeting Your regulatory audit



requirements and/or confirming compliance with the requirements of this Data Processing Agreement. The audit reports are Confidential Information of the parties under the terms of the Cloud Services Agreement.

10.7 Any audits are at Your expense. The parties will negotiate in good faith with respect to any charges or fees that may be incurred by Oracle to provide assistance with an audit that requires the use of resources different from or in addition to those required for the provision of the Cloud Services.

## **11. Incident Management and Personal Data Breach Notification**

11.1 Oracle promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or Processing of Personal Data (“Incident”). All Oracle and Oracle Affiliates staff that have access to or Process Personal Data are instructed on responding to Incidents, including prompt internal reporting, escalation procedures, and chain of custody practices to secure relevant evidence. Oracle’s agreements with Third Party Subprocessors contain similar Incident reporting obligations.

11.2 In order to address an Incident, Oracle defines escalation paths and response teams involving internal functions such as Information Security and Legal. The goal of Oracle’s Incident response will be to restore the confidentiality, integrity, and availability of the Cloud Services environment and the Personal Data that may be contained therein, and to establish root causes and remediation steps. Depending on the nature and scope of the Incident, Oracle may also involve and work with You and outside law enforcement to respond to the Incident.

11.3 To the extent Oracle becomes aware and determines that an Incident qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed on Oracle systems or the Cloud Services environment that compromises the security, confidentiality or integrity of such Personal Data (“Personal Data Breach”), Oracle will inform You of such Personal Data Breach without undue delay but at the latest within 24 hours.

11.4 Oracle will take reasonable measures designed to identify the root cause(s) of the Personal Data Breach, mitigate any possible adverse effects and prevent a recurrence. As information regarding the Personal Data Breach is collected or otherwise reasonably becomes available to Oracle and to the extent permitted by law, Oracle will provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Data Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; (iii) where possible, the categories of Personal Data and Data Subjects including an approximate number of Personal Data records and Data Subjects that were the subject of the Personal Data Breach; and (iv) other information concerning the Personal Data Breach reasonably known or available to Oracle that You may be required to disclose to a Supervisory Authority or affected Data Subject(s).

11.5 Unless otherwise required under Applicable Data Protection Law, the parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected Data Subjects and/or notices to the relevant Supervisory Authorities.

## **12. Return and Deletion of Personal Data upon Termination of Cloud Services**

12.1 Following termination of the Cloud Services, Oracle will return or otherwise make available for retrieval Your Personal Data then available in Your Cloud Services environment, unless otherwise expressly stated in the Service Specifications. For Cloud Services for which no data retrieval functionality is provided by Oracle as part of the Cloud Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Data while the production Cloud Services environment is still active prior to termination.

12.2 Upon termination of the Cloud Services or upon expiry of the retrieval period following termination of the Cloud Services (if available), Oracle will promptly delete all copies of Personal Data from the Cloud Services environment by rendering such Personal Data unrecoverable, except as may be required by law. Oracle's data deletion practices are described in more detail in the Service Specifications.

## **13. Legally Required Disclosure Requests**

13.1 If Oracle receives any subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority which relates to the Processing of Personal Data ("Disclosure Request"), it will promptly pass on such Disclosure Request to You without responding to it, unless otherwise required by applicable law (including to provide an acknowledgement of receipt to the authority that made the Disclosure Request).

13.2 At Your request, Oracle will provide You with reasonable information in its possession that may be responsive to the Disclosure Request and any assistance reasonably required for You to respond to the Disclosure Request in a timely manner.

## **14. Data Protection Officer**

14.1 Oracle has appointed a Global Data Protection Officer. Further details on how to contact Oracle's Global Data Protection Officer are available [here](#).

14.2 If You have appointed a Data Protection Officer, You may request Oracle to include the contact details of Your Data Protection Officer in the order, or may subsequently communicate the relevant contact details to Oracle by submitting a "service request" via My Oracle Support.

1. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.  
For purposes of this Agreement, the term "assign" shall be deemed to not include any of the following actions so long as Service Provider provides written notice of such actions to the University: consolidation, merger, sale of substantially all of Service Provider's shares or assets to a third party, and any dissolution or other fundamental change in the business identity of Service Provider.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the Nebraska.
3. **Work Status Verification.** Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
4. **Debarment List.** No contract shall be awarded to any Party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, the Party represents that it is not included on the Debarment List. The Party further agrees to update that representation upon written request.
5. **Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01)**, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov). It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
6. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
7. **Section 503.** If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors to employ and advance in employment qualified individuals with disabilities.
8. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. **Logos or University Marks.** The Service Provider shall not publicly use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited. Notwithstanding the foregoing, Oracle may identify you on a public list of Oracle customers.
10. **Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Undersigned for payment in accordance with the terms of this Agreement.
11. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement terminated and of no further force or effect and the University shall have no further obligations hereunder for Oracle services provided after the effective date of such termination. In circumstances involving termination due to conflict of interest, Service Provider is not entitled to an early termination fee.
12. **Compliance.** To the extent that Service Provider's employees are accessing University premises, such employees will comply with University policies while present on University premises.
13. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.
14. The estimated total amount in **US Dollars is: \$3,003,000.00.**

**For University Department Approval (If Applicable)**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For The Board of Regents of the University of Nebraska**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For the Service Provider**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of regents Policy 6.2.1.12, Purchases Involving University Personnel.*

**Notice.** Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

**To the Service Provider:**

Jesse Fisher  
Oracle Higher Education and Research  
233 South Wacker, FL45 | Chicago, IL 60606

**To the University:**

Scott Stremick  
University of Nebraska-Lincoln  
1700 Y Street  
Lincoln, NE 68588-0645

TO: The Board of Regents Addendum VIII-B-3

MEETING DATE: June 28, 2018

SUBJECT: Management and Investment of the University Trust Fund

RECOMMENDED ACTION: Approve the Agency Agreement for Management and Investment of Endowments within the University of Nebraska Trust Fund (the “Agency Agreement”) between the University and the University of Nebraska Foundation for management and investment of funds in the University of Nebraska Trust Fund.

PREVIOUS ACTION: April 20, 2007 – The Board of Regents approved an Agency Agreement between the University, the State Investment Officer and the University of Nebraska Foundation expanding the Foundation’s responsibilities to management and investment of all funds in the University Trust Fund.

October 23, 1998 – The Board of Regents approved an Agency Agreement with the State Investment Officer and the University of Nebraska Foundation whereby the Foundation assumed responsibility for management and investment of the Othmer-Topp Endowments portion of the University Trust Fund.

EXPLANATION: The University Trust Fund is one of the University’s statutory funds. Neb. Rev. Stat. §85-123.01 provides that the University Trust Fund “shall consist of all property, real or personal, acquired by the Board of Regents of the University of Nebraska by donation or bequest to it, including money derived as principal from the sale of land or other property so acquired or delivered.”

The University, State Investment Officer and the University of Nebraska Foundation are parties to an Agency Agreement, dated April 20, 2007, as amended, under which the Foundation assumed responsibility for the management and investment of funds in the University Trust Fund (the “2007 Agreement”). The 2007 Agreement provides, as required by then-current statutes, that where funds in the Trust Fund are to be invested, they are to be invested by the State Investment Officer. Upon passage of LB1005, Nebraska state statutes have been amended to provide that “[t]he University Trust Fund shall be held, managed, and invested in such manner as directed by the Board of Regents of the University of Nebraska. No money in the fund shall be held, managed, or invested by the State Treasurer or the state investment officer pursuant to the Nebraska Capital Expansion Act or the Nebraska State Funds Investment Act.”

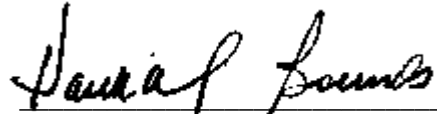
The Agency Agreement, in accordance with LB1005, will replace the 2007 Agreement, removing the State Investment Officer as a party and providing that the funds in the University Trust Fund will be managed and invested by the University of Nebraska Foundation.

SPONSORS:

Chris Kabourek  
Interim Vice President for Business and Finance | CFO

Stacia Palsler  
Interim Vice President and General Counsel

RECOMMENDED:

  
\_\_\_\_\_  
Hank Bounds, President  
University of Nebraska

DATE:

June 5, 2018

**AGENCY AGREEMENT FOR MANAGEMENT AND INVESTMENT OF  
ENDOWMENTS WITHIN  
THE UNIVERSITY OF NEBRASKA TRUST FUND**

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate, hereinafter referred to as "**the Regents**" or "**the University**," and **THE UNIVERSITY OF NEBRASKA FOUNDATION**, a nonprofit corporation, hereinafter referred to as "**the Fiscal Agent**" or "**the Foundation**," on this \_\_\_\_ day of \_\_\_\_\_, 2018, enter into this contract ("**Agreement**" or "**Agency Agreement**") regarding the management of certain endowments established by gift or bequest and made part of the University Trust Fund.

**WHEREAS**, the University Trust Fund provided for in NEB. REV. STAT. § 85-123.01 consists of property, real and personal, acquired by the University by donation or bequest to be used and applied in the manner and according to the provisions of the individual wills, deeds or instruments making the donations or bequests; and

**WHEREAS**, NEB. REV. STAT. § 85-123.01 provide that the University Trust Fund shall be held and managed in such manner as directed by the Board of Regents and

**WHEREAS**, the endowed funds within the University Trust Fund (collectively, the "**University Trust Fund Endowments**") set forth on **Exhibit A** represent all funds required to be part of the University Trust Fund under NEB. REV. STAT. § 85-123.01 as of the date of this Agreement.

**WHEREAS**, by its articles of incorporation, the Foundation exists and operates to raise, manage and distribute private funds for the exclusive benefit of the University, and has been formally designated by the Regents as the entity to most effectively receive and manage the University Trust Fund Endowments; and

**WHEREAS**, the Foundation represents that it is exempt from the registration requirements under the Investment Advisors Act of 1940; and

**WHEREAS**, the Regents have determined that the Foundation can provide for effective professional management and investment of

the University Trust Fund Endowments, for use and application as directed from time to time by the Board of Regents and in the manner and according to the individual wills, deeds or instruments making the donations or bequests; and

**WHEREAS**, the Foundation has agreed to provide professional services for the management and investment of the University Trust Fund Endowments as required by law and as provided in this Agency Agreement; and

**WHEREAS**, this Agency Agreement is intended to, and does hereby, replace any and all other agency agreements between the parties related to the University Trust Fund Endowments;

**NOW, THEREFORE**, the Regents and the Foundation agree as follows:

**Section 1.** The Foundation is hereby designated by the Regents as the entity to most effectively receive and manage the University Trust Fund Endowments, and to perform the investment-related services upon the terms and subject to the conditions set forth herein. The Fiscal Agent agrees to provide the following services and provides the following representations to the University for the University Trust Fund Endowments:

- A. Professional services for the management and investment of the University Trust Fund Endowments as required by law and as provided in this Agency Agreement
- B. Consultation regarding (i) the investment guidelines (the "**Investment Guidelines**"), and (ii) a coordinated spending policy for the University Trust Fund Endowments (the "**Spending Policy**").
- C. Employment and oversight of portfolio managers, advisors and/or consultants required to fully implement the Investment Guidelines.
- D. Employment and oversight of independent custodians as necessary to provide safekeeping services for the University Trust Fund Endowments and to perform such



services incident to the implement the Investment Guidelines.

- E. All related administrative and accounting services in regard to the accounts for the University Trust Fund Endowments.
- F. Maintain proper registration as an "investment advisor", or maintain qualification for an exemption as such, under the Investment Advisors Act of 1940.
- G. Any and all other services as described in the Investment Guidelines.

**Section 2.** The University represents that, as of the date of this Agency Agreement, the University Trust Fund Endowments set forth on **Exhibit A** represent all funds required to be part of the University Trust Fund under NEB. REV. STAT. § 85-123.01. The University will notify the Fiscal Agent upon receipt of additional funds required to be part of the University Trust Fund and provide the provisions or directions, if any, for the investment of such funds contained in the will, deed or instrument making such donation or bequest. Upon receipt of such additional funds, the parties agree that the Fiscal Agent will amend **Exhibit A** accordingly to reflect the same and provide a copy of each such amended Exhibit A to the University.

**Section 3.** The Fiscal Agent will properly receipt for all funds and securities turned over to it by virtue of this Agency Agreement. The Fiscal Agent will be responsible for the safekeeping of all funds and securities that constitute the University Trust Fund Endowments and the same will be held either by the Fiscal Agent or the appointed custodian, which shall be a bank or trust company licensed by the United States and regularly examined by the licensing authority. The funds and securities of the University Trust Fund Endowments shall at all times be kept separate and apart from other funds and securities of the Fiscal Agent so that at all times, they may be identified as belonging solely to the University, except that bank custodians having available "book entry" accounts with the Federal Reserve Bank may use this facility.

**Section 4.** The Fiscal Agent will be liable, regardless of the manner of registration, for any physical loss or mysterious disappearance of any funds or securities covered by this Agency Agreement and the Fiscal Agent agrees to indemnify and hold harmless the University with respect to any loss or mysterious disappearance either by paying the fair market value thereof or replacing any lost or mysteriously missing funds or securities.

**Section 5.** In order to facilitate the registration of securities, the Fiscal Agent may maintain registered securities either in the name of the University or in the nominee name of the University, "BRUNCO".

**Section 6.** The University Trust Fund Endowments managed by the Fiscal Agent pursuant to this Agreement shall be classified and managed either as pooled funds or separately invested funds as provided by the Investment Guidelines. The Fiscal Agent will execute investment transactions according to the Investment Guidelines. In all cases, Nebraska laws regulating the investment of the University Trust Fund Endowments shall be followed in the selection of investments.

**Section 7.** There shall be a University Trust Fund Endowments Committee established by the University (hereinafter referred to as "**the Committee**" or "**the University Trust Fund Endowments Committee**"), consisting of the Vice President for Business and Finance of the University (who shall be the committee chair) and three (3) to five (5) members appointed by the President of the University. The Committee shall have the following duties and responsibilities:

- A. In consultation with the Fiscal Agent, determine the Investment Guidelines under which the Fiscal Agent shall manage the University Trust Fund Endowments and modify same as appropriate from time to time. Any modification of the Investment Guidelines shall be reported to the Fiscal Agent and the President.
- B. Provide oversight regarding the selection of portfolio managers and custodians. The Fiscal Agent shall inform

the University of candidates under consideration prior to selection of any portfolio manager or custodian for the University Trust Fund Endowments, however, the final decision regarding selection of any portfolio manager or custodian shall be made by the Fiscal Agent. Each such selection shall be reported to the Committee at its next regular meeting.

- C. Establish the spending policy of the University for the University Trust Fund Endowments and modify the same from time to time as deemed necessary. The spending policy shall be established by the Committee with approval of the Regents. It shall state the amount of endowment income and/or capital gains that shall be available for transfer by the Fiscal Agent to the University from time to time ("**Distribution**" or "**Distributions**") for the various University purposes directed or authorized by the individual wills, deeds or instruments making the donations or bequests. The Board of Regents shall, consistent with applicable law and the individual wills, deeds or instruments making the donations or bequests, be responsible for determining the definition of "income" as it relates to the University Trust Fund Endowments, which the Committee shall use to establish and implement the spending policy. Any modification of the spending policy for the University Trust Fund Endowments shall require approval by the Committee and by the Regents.
- D. Review and evaluate the activities and performance of the Fiscal Agent in the management and investment of the University Trust Fund Endowments at such intervals as the Committee shall deem appropriate, and report the Committee's evaluations to the President and the Regents.
- E. Meet on at least an annual basis to receive and review performance reports from the Fiscal Agent relating to the management and investment of the University Trust Fund Endowments and to conduct such other business as appropriate and authorized in this Agreement.

- F. Appoint auditors and oversee the conduct of audits as may be required by Section 9 of this Agreement

**Section 8.** The Fiscal Agent will be responsible for the accounting of the University's University Trust Fund Endowments as follows:

- A. The Fiscal Agent agrees to maintain the records of security purchases and sales, including costs, fees and market values thereof.
- B. The Fiscal Agent agrees to record all investment income (defined as cash interest and dividends actually received) and remit the Distributions (as defined by the spending policy described above to the University quarterly or as directed by the University.
- C. The Fiscal Agent agrees to provide automatic reinvestment of funds designated by the University for automatic reinvestment; provided that all automatic reinvestments shall qualify as legal investments under any law regulating investment of the University Trust Fund Endowments.
- D. The Fiscal Agent agrees to prepare and provide a quarterly report for the University showing the following information:
  - (1) Securities held by the University Trust Fund Endowments, and the cost and market value of such securities.
  - (2) Security purchases and sales for the University Trust Fund Endowments during the quarter.
  - (3) Quarterly valuation of each University Trust Fund Endowment and the number of units held by each fund.
  - (4) Investment performance measurements for each fund and each component asset class.

- (5) Quarterly Distributions to be distributed to each University Trust Fund Endowment according to the spending policy.
  - (6) All fees, brokerage commissions or other direct or in-kind costs assessed against each University Trust Fund Endowment.
- E. The Fiscal Agent agrees to accept additions to each University Trust Fund Endowment quarterly.
  - F. The Fiscal Agent agrees to provide an investment vehicle for the temporary investment of funds on the day of receipt, whenever possible.
  - G. All remittances to the University shall be in federal funds in Lincoln or Omaha, Nebraska.

**Section 9.** The Fiscal Agent's books and records with respect to the University Trust Fund Endowments managed by it pursuant to this Agency Agreement shall be public records open to examination in accordance with the Nebraska Public Records Statutes (NEB. REV. STAT. §§ 84-712 through 84-712.08, as amended) during business hours of the Fiscal Agent. The Fiscal Agent shall be entitled to compensation from a requesting party as provided by the Nebraska Public Records Statutes with regard to any public records request relating to the University Trust Fund Endowments. The Fiscal Agent shall cooperate with auditors as may be appointed by the Committee in accomplishing periodic audits of the University Trust Fund Endowments as required by law, Regent's policy.

**Section 10.** Compensation by the University to the Fiscal Agent under this Agreement will be at the rate or rates set forth in **Exhibit B**, which rate or rates shall be a percent of the average fair market value of the University Trust Fund Endowments by category of fund for each year. Such compensation shall be calculated annually as a percent of the 12 month average market value of the University Trust Fund Endowment as of the last working

day of February, and shall be assessed in 12 equal monthly installments beginning March 1, or as otherwise agreed to by the parties in writing.

**Section 11.** The Fiscal Agent hereby certifies that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to any such person's hire, tenure, terms, conditions or privileges of employment because of his or her race, color, religion, sex, disability or national origin.

**Section 12.** Communications to the University shall be sent to Vice President for Business and Finance, University of Nebraska, 3835 Holdrege, Lincoln, Nebraska 68583-0734, or to such other address as the University may specify. Communications to the Fiscal Agent shall be sent to the Chief Financial Officer, University of Nebraska Foundation, 1010 Lincoln Mall, Suite 300, Lincoln, Nebraska 68508, or to such other address as the Fiscal Agent may specify. Any communication provided in accordance with this Section 12 shall be considered delivered as follows: on the same date, if hand-delivered; one day following deposit in the U.S. Mail, if sent by first-class delivery, postage pre-paid.

**Section 13.** The term of this Agreement shall be ten (10) years and shall continue thereafter from year to year, provided however, that the Agreement may be terminated by the University or the Fiscal Agent upon at least six (6) month's written notice; and further provided, however, this Agreement may be terminated by the University upon thirty (30) days' written notice (a) if the Fiscal Agent has engaged in fraud, gross negligence or intentional violation of the law, or (b) if (i) the Fiscal Agent fails to be properly registered as an "investment advisor", or fails to qualify for an exemption as such, under the Investment Advisors Act of 1940, or (ii) the Fiscal Agent breaches a material term of this Agreement, and such deficiency or breach has not been cured within the 30-day notice period. If this Agreement is terminated by the University or the Fiscal Agent, the terminating party will provide written notice of the date of termination of this Agreement to the other party. If this Agreement is terminated for any reason other than the Fiscal Agent being adjudged to have committed fraud with respect to the University Trust Fund Endowments, any transaction

fees or administrative costs incurred by the Fiscal Agent in terminating this Agreement and transferring assets back to the University shall be borne by the University.

**Section 14.** In the event any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**Section 15.** The Fiscal Agent shall indemnify, defend and hold the University, the Regents and the Committee, and their directors, members, officers, employees and agents, from any and all claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses (including reasonable legal and other professional fees) incurred in connection with or arising from (1) the investment, management or handling of the University Trust Fund Endowments by the Fiscal Agent, its investment managers, consultants, custodians or other agents, (2) any violation or failure to comply with any federal, state or local law, ordinance or regulation by the Fiscal Agent, its investment managers, consultants, custodians or other agents or (3) any breach, violation or nonperformance of any provision of this Agreement.

**Section 16.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

*[THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA**

---

Name: Hank M. Bounds  
Title: President

---

**UNIVERSITY OF NEBRASKA  
FOUNDATION**

---

Name: Brian F. Hastings  
Title: Chief Executive Officer



**EXHIBIT "A"**  
**to Agency Agreement for Management**  
**of University of Nebraska University Trust Fund Endowments**

**LIST** <sup>[KM1]</sup> **OF UNIVERSITY TRUST FUND ENDOWMENTS as of June 1, 2018**  
(in **thousands** <sup>[KM2]</sup>)

	DONOR / ENDOWMENT NAME	AMOUNT <sup>[KM3]</sup> *
1	Abbott	82
2	Abbott Research	494
3	Adler	92
4	Ames	33
5	Armstrong	11
6	Avery	153
7	Barber	12
8	Barker	2
9	Bessey Memorial Fund	17
10	Borrowman	6
11	Brooke	189
12	Bryan Prize	1
13	Burk Memorial	77
14	Campbell	50
15	Candy	40
16	Caton Scholarship Fund	196
17	Charman	139
18	Colonial Dames	3
19	Conkling University Trust Fund	38
20	Disney	52
21	Doherty	52
22	Drake	719
22	Evans	156
23	Farman	15
24	Fulmer	3
25	Gerstien	322
26	Giangreco	19
27	Greenburg	5
28	Gumaer	59
29	Hambel	31

	DONOR / ENDOWMENT NAME	AMOUNT <sub>[KM3]</sub> *
30	Happold Endowment	3,644
31	Hazard	15
32	Hitchcock	30
33	Holling Fund	249
34	Hooker	206
35	Hulsizer	419
36	Johnson	1,107
37	Jonas	90
38	Kenower	121
39	Lake	10
40	Lied Endowment	800
41	Loucks Memorial	407
42	Mather	642
43	McClanahan	26
44	Moss	6
45	Mundy	5
46	Nickel	2
47	Nohavec, Fred	23
48	Nohavec, Hazel Morgan	23
49	Noyes	306
50	Othmer-Topp Endowment	185,519
51	Pershing Award	4
52	Peterson	917
53	Rain Memorial	121
54	Rogers	39
55	Ryan	11
56	Sanderson	142
57	Scharton Fund	30
58	Schofield/Fleming	243
59	Somberg	3
60	Stetler	7
61	Stone Insurance Program	1,382
62	Stone Original	705
63	Student Traveler	10
64	Sunderland	12
65	Thomson	46
66	True	6
67	U.P. Economics	6
68	Virginia Jean Martin Trust	449

	DONOR / ENDOWMENT NAME	AMOUNT <sup>[KM3]</sup> *
69	Virginia Jean Martin Trust	449
70	Vore	15
71	Vreeland, F.W.	210
72	Vreeland, M.H.	311
73	Wakely	9
74	Weber-Ernst	1
75	Webster	10
76	Kellegher Foundation	534

**\* The "Amount" for items 1 through 76 reflects the balance of the endowment as of June 1, 2018.**

This Exhibit A shall be updated as needed if additional University Trust Fund endowments are received and added to the assets managed by the Fiscal Agent. In such event, the revised list of University Trust Fund Endowments will be substituted for the prior version and inserted as the new Exhibit A to this Agreement with the effective date noted therein.

**EXHIBIT "B"**  
**to Agency Agreement for Management**  
**of University of Nebraska University Trust Fund Endowments**

**COMPENSATION TO BE PAID TO FISCAL AGENT**

The University Trust Fund Endowments, shall be charged an annual fee of one and sixty-five one hundredths percent (1.65%) of the average fair market value of the University Trust Fund Endowments (the "Annual Fee"), computed as provided in Section 10 of the Agency Agreement. In addition to the Annual Fee payable to the Fiscal Agent, the University Trust Fund Endowments shall bear the pro-rata cost of all services provided through the Fiscal Agent under the Agency Agreement, including, but not limited to, investment administration, accounting, fees of individual portfolio managers, fees of consultants, custodial fees and quarterly reporting ("Reimbursable Expenses").

TO: The Board of Regents Addendum VIII-B-4  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Naming of UNK Early Childhood Education Center (ECEC), the “LaVonne Kopecky Plambeck Early Childhood Education Center”

RECOMMENDED ACTION: Approve naming the Early Childhood Education Center the “LaVonne Kopecky Plambeck Early Childhood Education Center” at the University of Nebraska at Kearney

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Kristensen have approved naming the Early Childhood Education Center the “LaVonne Kopecky Plambeck Early Childhood Education Center”.

Consistent with RP 6.2.7(3)(c), *naming of a building . . . in honor of an individual*, the naming will recognize Ms. Plambeck’s generous gift supporting construction, endowing a Montessori education professorship, and establishing endowed excellence funds for early childhood programs. From an historical perspective, Ms. Plambeck’s gift is the single largest commitment to UNK’s College of Education and second largest commitment to UNK to date.

LaVonne Kopecky Plambeck has been a fierce advocate for early childhood education for nearly 50 years. Described as an educational legend and visionary, LaVonne has understood and invested in high-quality experiences for babies and young children decades before recent research confirmed her beliefs and actions. Inspired by the Montessori teaching method, based on a philosophy that puts much of the responsibility and freedom for learning within a child’s control, she opened Omaha’s first Montessori Educational Center in 1968 and later added seven locations and opened schools in Denver and Fort Worth. She launched the Mid-America Montessori Teacher Training Institute to provide professionals with training and certification. LaVonne is an education legend, admired for her many accomplishments and ensuring our youngest citizens have rich educational and life opportunities. In addition to working on early childhood education extensively with UNO, UNK, the College of Saint Mary’s and Concordia University, she has served the Nebraska Association of Young Children, the American Montessori Society Board of Directors and Montessori Accreditation Council for Teacher Education, an advisory committee on early childhood education for the State of Nebraska, and was appointed to a White House conference on families.

By naming the Early Childhood Education Center for LaVonne Kopecky Plambeck, the Board of Regents expresses on behalf of the University of Nebraska at Kearney its deepest gratitude and appreciation for Ms. Plambeck's generosity and dedication to UNK.

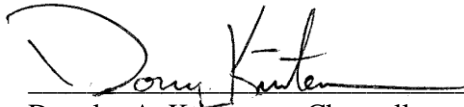
PROJECT COST: None

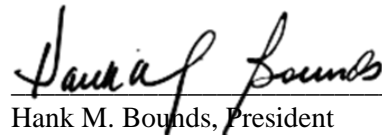
ON-GOING FISCAL IMPACT: None

SOURCE OF FUNDS: None

SPONSOR: Jon C. Watts  
Vice Chancellor for Business & Finance

RECOMMENDED:

  
\_\_\_\_\_  
Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: June 20, 2018

TO: The Board of Regents Addendum VIII-B-5  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Renaming of the University of Nebraska-Lincoln’s former College of Business Administration (“CBA”) Building to “Louise Pound Hall”

RECOMMENDED ACTION: Approve renaming the former College of Business Administration Building to “Louise Pound Hall” at the University of Nebraska-Lincoln

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved the renaming of the former CBA building to “Louise Pound Hall” in memory and honor of Dr. Pound’s many enduring contributions to the University of Nebraska-Lincoln.

Dr. Louise Pound dedicated her life to writing, academic excellence, her students, gender equality in sports and education, and the University of Nebraska.

The previously named Cather/Pound student housing facility was demolished in December of 2017. The new dining hall complex has been named the Willa Cather Dining Hall to provide continuing recognition of Willa Cather; this naming will provide similar recognition for Louise Pound.

Louise Pound enrolled at the University of Nebraska in 1888 at the age of 16, and by 1895, had received Bachelor of Arts and Masters of Arts degrees. She was one of the first members of Pi Beta Kappa key and co-edited with Willa Cather a literary journal called the “Lasso.” She earned her Ph.D., magna cum laude at the University of Heidelberg in Germany, becoming the first University of Nebraska woman graduate to earn a Ph.D.

Louise served as a Professor of English at the University of Nebraska from 1897 through 1945 and retired emeritus. She published many books and literary papers during her career, receiving numerous awards and honors for her literary accomplishments, as well as her athletic prowess. She instituted women cheerleaders on the field next to men cheerleaders, establishing the University of Nebraska as the first university in the nation to allow women cheerleaders). Louise established the Black Masque, later known as Mortar Board (a senior women’s honor society.) A multi-use reassignment of the former CBA building is underway with several occupants scheduled to populate the building on August 1, 2018. These occupants include the College of Education and Human Sciences faculty and staff, who will use this building while Mabel Lee Hall is under construction, and permanent assignments including the

Departments of Communication Studies, Classics and Religious Studies, Philosophy, Global Studies, Institute of Ethnic Studies, and Women's Studies. Additionally, an expanded Services for Students with Disabilities is being planned for the main level. The building also contains many general purpose classrooms and newly renovated collaborative classrooms dedicated to mathematics instruction. Plans for further assignment and renovation are in various stages. By naming the former CBA building in memory of Louise Pound, the Board of Regents expresses on behalf of the University of Nebraska its deepest appreciation for the legacy of Louise Pound and her lifelong contributions to the University of Nebraska.

The matter was reviewed and recommended for approval by the Business Affairs Committee.

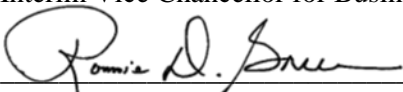
PROJECT COST: None

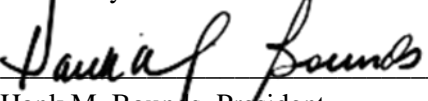
SOURCE OF FUNDS: None

SPONSORS: Donde L. Plowman  
Executive Vice Chancellor and Chief Academic Officer

William J. Nunez  
Interim Vice Chancellor for Business and Finance

RECOMMENDED:

  
\_\_\_\_\_  
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: May 31, 2018



TO: The Board of Regents Addendum VIII-B-6

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Designation of a bequest from Sandra Johnson to establish the “Oscar, Elizabeth and Sandra Johnson Fund” as a quasi-endowment for the benefit of the University of Nebraska-Lincoln College of Law

RECOMMENDED ACTION: Approval to establish a quasi-endowment from the Sandra Johnson Estate to create the “Oscar, Elizabeth and Sandra Johnson Fund” for the benefit of the University of Nebraska-Lincoln College of Law

PREVIOUS ACTION: None

EXPLANATION: Per Regents Policy 6.6.4 Board approval is required to designate the donation from the Sandra Johnson Estate as a quasi-endowment. Quasi-endowments, when so designated, stipulate that the corpus of the endowment be maintained and invested in perpetuity (or until further Board action) allowing earnings to be used for the donor’s stated purpose.

Per the will of Sandra Johnson, the funds are to be donated to the University of Nebraska-Lincoln College of Law in the name of Oscar, Elizabeth and Sandra Johnson. No restrictions are stated.

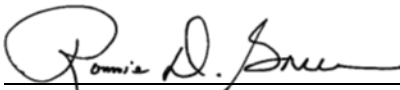
By accepting this bequest and establishing the “Oscar, Elizabeth and Sandra Johnson Fund,” the Regents express on behalf of the University of Nebraska its deepest gratitude and appreciation to the Johnson Family.

The designation was reviewed by the Business Affairs Committee and is recommended for approval.

SPONSORS: William J. Nunez  
Interim Vice Chancellor for Business and Finance

Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer

RECOMMENDED:

  
\_\_\_\_\_  
Ronnie D. Green, Chancellor  
University of Nebraska - Lincoln

DATE: May 31, 2018

TO: The Board of Regents Addendum VIII-B-7

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: The appointment of Robert Wilhelm and reappointment of Tom Henning, Dana Bradford and Hank Bounds to the Nebraska Innovation Campus Development Corporation (“NICDC”) Board of Directors

The appointment of the Executive Vice Chancellor and Chief Academic Officer of the University of Nebraska-Lincoln as an ex-officio, non-voting member of the Board of Directors of the NICDC

RECOMMENDED ACTION: Approve the appointment of Robert Wilhelm as a member of the “Class C” Directors of the NICDC effective July 1, 2018, and the reappointment of Tom Henning, Dana Bradford and Hank Bounds as members of “Class A” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2018.

Approve the appointment of the Executive Vice Chancellor and Chief Academic Officer of the University of Nebraska-Lincoln as an ex-officio, non-voting member of the Board of Directors of the NICDC Board of Directors, effective July 1, 2018

PREVIOUS ACTION: December 5, 2017 – The Board of Regents approved the appointment of Michael Yanney as a member of the “Class C” Directors and of the NICDC Board of Directors, effective December 5, 2017.

June 1, 2017 – The Board of Regents approved the reappointment of Stephen M. Goddard as a member of the “Class C” Directors of the NICDC effective July 1, 2017 (for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development) and the reappointment of Larry Miller and Ronnie D. Green as members of the “Class C” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2017.

January 27, 2017 – The Board of Regents approved the appointment of Michael J. Boehm, Vice President for Agriculture and Natural Resources and the Vice Chancellor for the Institute of Agriculture and Natural Resources, to the Board of Directors of NICDC, Class B, effective January 1, 2017.

September 16, 2016 – The Board of Regents approved the appointment of the “Class B” Directors of NICDC, effective July 1, 2016:

- Ron Yoder (for a term of office to coincide with his appointment as Interim Vice President, Agriculture and Natural Resources and Interim Vice Chancellor, Institute of Agriculture and Natural Resources)
- Matt Williams (three-year term effective July 1, 2016)

- Tonn Ostergard (three-year terms effective July 1, 2016)

and the appointment of Stephen Goddard as a member of the “Class C” Directors of the NICDC Board, effective August 30, 2016, for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development.

June 12, 2015 – The Board of Regents approved the appointment of Larry Miller to the NICDC Board of Directors effective June 19, 2015, and the appointment of Hank Bounds to the NICDC Board of Directors for a three-year term and reappointment of Tom Henning and Dana Bradford for three-year terms effective July 1, 2015.

November 20, 2014 – The Board of Regents approved the current appointment and staggered terms of the NICDC Board of.

May 30, 2014 – The Board of Regents approved the appointment of James Linder, Interim President, to the NICDC Board of Directors, effective May 1, 2014.

April 16, 2010 – The Board of Regents approved the Articles of Incorporation and Bylaws of the Nebraska Innovation Campus Development Corporation. The Board of Regents also approved the original appointments of the Board of Directors of the NICDC

EXPLANATION:

The management of the affairs of the NICDC shall be vested in a Board of Directors, whose operations in governing the Corporation shall be as set forth by statute and in the Corporation’s Bylaws. No Director shall have any right, title, or interest in or to any property held in the name of, or for the benefit of the Nebraska Innovation Campus Development Corporation.

The governance recommendations in the Business Plan for Innovation Campus included a non-profit 501(c)3 entity to be created under the umbrella of the University Technology Development Corporation (UTDC). “This entity would have responsibility to assist the Board of Regents . . . in the acquisition, financing, improvement and operation of the campus, research park and other related properties including the design, development, construction, marketing and leasing . . .”

The appointment of the NICDC Board of Directors is to be made by the Board of Regents of the University of Nebraska upon the recommendation of the UNL Chancellor and the President.

If the action recommended is approved, then the classes and terms of the directors shall be as follows:

Class A Directors  
 (term expires 6/30/2021)  
 Tom Henning\*  
 Dana Bradford\*

Hank Bounds

Class B Directors

(term expires 6/30/2019)

Matt Williams\*

Tonn Ostergard\*

Michael Boehm

Class C Directors

(term expires 6/30/2020)

Larry Miller\*

Michael Yanney\*

Ronnie Green

Robert Wilhelm

Ex-officio (service contingent upon appointment)

Daniel Duncan

Donde Plowman

\*Non-university directors

SPONSOR:

Stacia Palsler

Interim Vice President and General Counsel

RECOMMENDED:

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Ronnie Green, Chancellor  
University of Nebraska-Lincoln

---

Hank M. Bounds, President  
University of Nebraska

DATE:

May 31, 2018

TO: The Board of Regents Addendum VIII-B-8  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Purchase of Multiphoton Microscope for the Department of Regenerative Medicine at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the purchase of Multiphoton Microscope in the anticipated amount of no higher than \$820,000 at the University of Nebraska Medical Center (UNMC)

PREVIOUS ACTION: None

EXPLANATION: The Zeiss LSM800 microscope currently housed in the Core Facility does not fulfill all research needs for the bioengineers and scientists in Regenerative Medicine. The LSM 800 cannot be upgraded to include non-descanned optical paths and GaAsp detectors with higher sensitivity and full emission tunability. These upgrades are required so imaging time is significantly shorter, preventing photo damage during live cell imaging.

Additionally, certain experiments can require Regenerative Medicine researchers to occupy the confocal system in the Core Facility for extended periods, preventing other researchers on campus from utilizing the Core Facility for those extended periods of time. The purchase of this multiphoton microscope will allow the Department of Regenerative Medicine to fully meet their research needs, while freeing up time in the Core Facility for other researchers to complete their experiments. Dr. Paula Turpen, Director of Research Resources, has reviewed and approved the request from Regenerative Medicine for a multiphoton microscope.

Evaluations are ongoing between four different bid packages. Pending the outcome of on-site evaluations, the lowest bidder will be selected.

The purchase was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: Total Cost: \$646,000 - \$820,000

SOURCE OF FUNDS: College of Medicine

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance  
and Economic Development

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

TO: The Board of Regents Addendum VIII-B-9  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Approve purchase and installation of new MRI for the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve purchase and installation of new MRI for the University of Nebraska Medical Center (UNMC)

PREVIOUS ACTION: None

EXPLANATION: In 2016, Matthew Rizzo, MD, was awarded \$20,000,000 from the NIH for the Great Plains IDeA CTR (Institutional Development Award for Clinical and Translational Research). The purpose of the award is to build critical infrastructure and capacity for clinical and translational research across Nebraska and surrounding states.

All NU institutions belong to this UNMC-headquartered network, comprising 8 institutions with Dr. Matt Rizzo as principal investigator. NIH has indicated support of \$1,000,000 toward the MRI purchase; this money must be obligated by June 30, 2018 and spent by September 28, 2018. This award involves clinical research that is focused on translating basic research findings to improved health outcomes for our region. The NIH award aims to focus research on diseases that affect medically underserved individuals and/or diseases that are prevalent in across the region. Specifically, the award is designed to provide support for development of faculty, infrastructure, nationally competitive research programs, and collaborations across IDeA institutions and organizations.

Despite having the highest amount of NIH funding in the region for human brain research, UNMC currently has no research-dedicated MRI scanner, and one is needed imminently to support the current and growing needs based on grant funding. Such scanners are often the centerpiece of human neuroscience research programs, and are indispensable for participating in the large multisite, nationwide studies that are frequently being funded by federal agencies. UNMC is proposing to acquire a research-dedicated, high-performance Siemens Prisma 3-Tesla MRI scanner. NIH requires the purchase of this exact Siemens MRI, as it is used by universities across the country. This state-of-the-art scanner would be the most powerful human MRI instrument in the region, and would put UNMC researchers on the same footing as their national peers. Currently, UNMC lags behind peer medical institutions such as the University of Minnesota, Colorado, Kansas, Oklahoma, and Iowa who all operate Siemens MRI scanners.

The proposed system will advance mind and brain research at UNMC, elevating an already successful program that has obtained major federal funding, year after year, to national and international prominence. The scanner would promote existing research programs in healthy mind and

brain aging, Alzheimer’s disease, HIV-related brain dysfunction, brain dynamics, healthy brain development in children, and cerebral palsy, as well as research in cardiovascular disease, cancer, and other disciplines. A Siemens MRI system sited at UNMC would closely link patients with the tools to study them, mitigating distance and transportation issues that impede use of MRIs at other institutions. This would also open new collaborative opportunities with UNL and Boys Town, which both operate Siemens scanners. The forthcoming new MRI system will position UNMC for continued success in acquiring federal funds for human neuroscience research, create a regional hub for neuroscience resources, attract the best faculty for continued growth, and set UNMC on a trajectory for long-term success in translational neuroscience. The Regents express their gratitude to the NIH for this critical funding.

The MRI will be purchased using a competitively bid Group Purchasing Organization Contract held by UNMC business partner, Nebraska Medicine. The contract pricing was listed at \$2,800,000 but further negotiations with Siemens yielded an additional savings of \$307,459 for a final price of \$2,492,541.

The matter was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST:	Siemens 3T MRI	\$ 2,492,541
	Installation	<u>\$ 1,307,459</u>
	Total	\$ 3,800,000
SOURCES OF FUNDS:	College of Medicine	\$ 2,800,000
	Federal Funds	<u>\$ 1,000,000</u>
	Total	\$ 3,800,000

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance and Economic Development

RECOMMENDED: \_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

TO: The Board of Regents Addendum VIII-B-10  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Approve the purchase of a consolidated Dental Clinical Information System at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the purchase of a consolidated Dental Clinical Information System at the University of Nebraska Medical Center (UNMC)

PREVIOUS ACTION: None

EXPLANATION: In accordance with the College of Dentistry Strategic Plan the Dental Clinical System consolidation and system review was listed as a Strategic priority for FY 2017-2018. Key factors that lead the Clinical System to become a strategic priority include:

- Consolidation of all clinical data into one centralized system rather than the 4 disparate systems utilized today.
- Provide a comprehensive system that will support the academic, clinical, and financial functionality as well as the opportunity to collaborate with other schools for research purposes.
- Ensure the system is intuitive and technology friendly and has the ability to support advanced functionality for use with Tele-Health.

The value of implementing a consolidated Dental Clinical Information System will ensure standardization of clinical and financial processes across all Dental Clinic locations as well as enhanced institutional data integrity for academic, research and financial reporting.

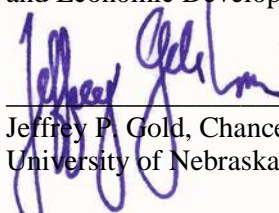
The Dental Clinical Information Systems was bid by UNMC using a formal RFP.

The purchase was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: One-time software and implementation costs: \$700,000  
Annual maintenance fees \$300,000

SOURCE OF FUNDS: College of Dentistry

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance  
and Economic Development

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018



TO: The Board of Regents Addendum VIII-B-11  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Establish a quasi-endowment from the Virginia Long Maples Revocable Trust to establish the “Stanley D. Long Student Fund” at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approval to establish a quasi-endowment from the Virginia Long Maples Revocable Trust to establish the “Stanley D. Long Student Fund” at the University of Nebraska Medical Center (UNMC)

PREVIOUS ACTION: None

EXPLANATION: Per RP-6.6.4 of the *Policies of the Board of Regents*, Board approval is required to designate the donation from the Virginia Long Maples Revocable Trust as a quasi-endowment. Quasi-endowments, when so designated, stipulate that the corpus of the endowment be maintained and invested in perpetuity (or until further Board action) allowing earnings to be used for the donor’s stated purpose.

In accordance with the Virginia Long Maples Revocable Trust, the funds are to be used in memory of Stanley D. Long. The family of Virginia Long Maples and the University have agreed that the bequest will be designated for scholarships and Student Development for students in the UNMC College of Pharmacy.

By accepting this bequest and establishing the “Stanley D. Long Student Fund”, the Regents express on behalf of the University of Nebraska its deepest gratitude and appreciation to the Virginia Long Maples family.

The designation was reviewed by the Business Affairs Committee and is recommended for approval.

PROJECT COST: None

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance and Economic Development

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

TO: The Board of Regents Addendum VIII-B-12  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Amendment to Nebraska Pediatric Practice, Inc. Members Agreement with the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve amendment to Nebraska Pediatric Practice (“NPP”), Inc. Members Agreement with the University of Nebraska Medical Center (“UNMC”)

PREVIOUS ACTION: June 13, 2008 - The Board of Regents approved the Nebraska Pediatric Practice, Inc. Members Agreement

EXPLANATION: In accordance with the NPP Articles of Incorporation and Bylaws, the Members Agreement describes the respective rights and obligations of the Members of the NPP. The agreement defines the participants of the NPP, as well as their compensation using a common paymaster. Also, it establishes initial financial contributions from the Members and other ongoing financial support.

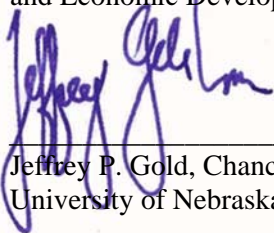
Children's Hospital, Omaha, Nebraska, is responsible for funding any operating deficit incurred as a result of annual NPP operations. The amendment adjusts NPP payments from patient related revenues to 6.5% to the Dean of the College of Medicine. These payments will support the development of pediatric care, education and research.

In addition, the Members, through written agreement between the Children’s Hospital President & CEO and the Dean of UNMC-College of Medicine, may from time to time approve withholding a certain amount from an assessment for use in supporting pediatric programs or services or faculty initiatives.

The proposed Members Agreement has been reviewed and approved as to form and content by the Office of the University General Counsel.

The item was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance and Economic Development

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

**NEBRASKA PEDIATRIC PRACTICE, INC.**

**AMENDMENT #1 TO THE MEMBERS AGREEMENT**

**THIS AMENDMENT #1 TO THE MEMBERS AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the Board of Regents of the University of Nebraska, a public body corporate, acting on behalf of the University of Nebraska Medical Center ("UNMC"), and Children's Hospital & Medical Center, a Nebraska nonprofit corporation ("Children's"). Children's and UNMC are collectively referred to as the "Parties" or "Members".

**RECITALS**

**WHEREAS**, the Parties entered into an Institutional Affiliation Agreement ("IAA") dated September 6, 2007 in order to build upon their historical working relationship and the substantial strengths in providing pediatric services to the communities they serve.

**WHEREAS**, the IAA provides for the creation, by the Parties, of a pediatric practice plan and the Parties approved the creation of the NEBRASKA PEDIATRIC PRACTICE, INC. ("NPP"), a Nebraska nonprofit corporation.

WHEREAS, as part of the IAA, the Parties also entered into a Members Agreement and they wish to amend it as set out herein.

**NOW THEREFORE**, the Members agree:

1. Section 1.5. "Medical Service Plan" is hereby deleted in its entirety and replaced with the following:

**1.5 Medical Service Plan.** Medical Service Plan means the University of Nebraska Medical Center College of Medicine Medical Service Plan as approved by UNMC on July 1, 2016, and as may be amended.

2. Section 4.2. "Financial Support" is hereby deleted in its entirety and replaced with the following:

**4.2 Financial Support.** The Member's obligation to provide the financial support set forth in paragraphs 4.2(a) and 4.2(b) shall commence on the PPP Implementation Date.

- (a) **UNMC-COM.** UNMC will provide financial support for education and research as provided for in the IAA, including Appendix A, to be conducted by Physicians with Physician Employment Arrangements as follows:
  - (i) \$2,696,629, from funds provided by the UNMC-COM annual budget, for fiscal year ending June 30,

2018, which will be adjusted annually to reflect changes to the Board of Regents approved faculty salary guidelines.

- (ii) Clinical services are rendered under separate contractual arrangements with Nebraska Medicine.
- (iii) Annual adjustments to these numbers will be presented and reviewed by the Members

(b) Children's. Children's shall be responsible for funding any annual operating deficit incurred as a result of NPP operations approved as provided for in Article II, Section 7 of the Bylaws of NPP estimated to at least match the UNMC-COM support as set forth in 4.2(a).

3. Section 5.1. "Dean's Assessment " is hereby deleted in its entirety and replaced with the following:

**5.1 Dean's Assessment**. NPP shall pay the Dean's Assessment to the UNMC-COM at the rate of six and one-half percent (6.5%) of NPP's income earned from patient-related services, unless Children's President & CEO and the Dean of UNMC-COM agree in writing that certain categories of NPP income earned from patient-related services will not be subject to the Dean's Assessment.

4. Sections 5.2. "Department Development Assessment" and 5.3 "Payment of Assessments" are hereby deleted in their entirety and replaced with the following:

**5.2 Payment of Assessments**. Assessments will be paid in regular installments. The rate and methodology used to calculate the assessed amount will not change unless approved in writing by both Members. The Members, through written agreement between the Children's President & CEO and the Dean of UNMC-COM, may from time to time approve withholding a certain amount from an assessment for use in supporting pediatric programs or services or faculty initiatives.

5. Section 10.2.(a) "Liquidation of Assets" is hereby deleted in its entirety and replaced with the following:

(a) Liquidation of Assets. In the event of the dissolution of NPP, the Members shall commence to wind up the affairs of NPP and liquidate its assets as promptly as is consistent with obtaining the fair value thereof. In connection with any such winding up, a financial statement of NPP as of the date of dissolution shall be prepared and furnished to the Members.

6. Section 10.3. "Termination of NPP" is hereby deleted in its entirety and replaced with the following:

**10.3 Termination of NPP.** Upon completion of the winding up of NPP and the distribution of all NPP funds and other assets, the Members with assistance of NPP counsel, shall take or cause to be taken such actions as are necessary or reasonable in order to effectuate the dissolution and termination of NPP, including the filing of Articles of Termination with the Secretary of State of the State of Nebraska.

6. In all other respects, the Members Agreement is affirmed as written.

**BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA**

By: \_\_\_\_\_  
Hank M. Bounds, President

Date: \_\_\_\_\_

**CHILDREN'S HOSPITAL &  
MEDICAL CENTER**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
President & CEO

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Board Chair

Date: \_\_\_\_\_

TO: The Board of Regents Additional Item  
Addendum VIII-B-13

MEETING DATE: June 28, 2018

SUBJECT: Amended and Restated University of Nebraska Group Health Trust Fund Agreement

RECOMMENDED ACTION: Approve the Amended and Restated University of Nebraska Group Health Trust Fund Agreement between the Board of Regents of the University of Nebraska and Wells Fargo Bank Nebraska, National Association, as successor to National Bank of Commerce Trust and Savings Association, as Master Trustee.

PREVIOUS ACTION: June 21, 1997 – The Board of Regents approved trust agreements with the National Bank of Commerce Trust & Savings Association, Lincoln, Nebraska, for the University of Nebraska General Self-Insurance Program and for the University of Nebraska Group Health Trust Fund.

June 1, 1994 – The Board of Regents established a Reimbursement Account Plan with National Bank of Commerce Trust and Savings Association as trustee.

February 16, 1991 – The Board of Regents established the Hospital-Medical Liability Risk-Loss Trust with the National Bank of Commerce Trust and Savings Association as trustee.

August 1, 1980 – The Board of Regents established a Group Health Trust Fund with the First National Bank & Trust Company of Lincoln (First Bank) as trustee.

August 1, 1979 – The Board of Regents established a General Self-Insurance Trust with First National Bank & Trust Company of Lincoln (First Bank) as trustee.

EXPLANATION: The Board of Regents established the University of Nebraska Group Health Trust Fund (the “Fund”) for the purpose of paying employee medical, pharmacy and dental benefits and related expenses. The current Trust Fund Agreement, governing the investment and administration of contributions to the Fund, was entered into between the Board of Regents and National Bank of Commerce Trust and Savings Association, effective July 1, 1997. In 2000, the National Bank of Commerce Trust and Savings Association was acquired by Wells Fargo Bank Nebraska, National Association (“Wells Fargo”) and Wells Fargo, as successor in interest, currently serves as Trustee.

As the University evaluates changes to its medical and dental benefits providers, a restatement of the Group Health Trust Fund Agreement is prudent. The Amended and Restated University of Nebraska Trust Fund Agreement (the “Restated Agreement”) updates the identity of the Trustee and provides additional clarifications and adjustments to reflect current benefit types and administrative procedures.

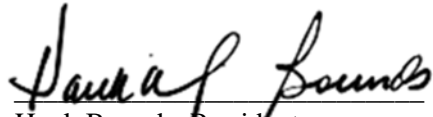
The Restated Agreement will replace the 1997 Agreement.

SPONSORS:

Chris Kabourek  
Interim Vice President for Business and Finance

Stacia Palser  
Interim Vice President and General Counsel

RECOMMENDED:

  
Hank Bounds, President  
University of Nebraska

DATE:

June 25, 2018

**UNIVERSITY OF NEBRASKA**  
**GROUP HEALTH TRUST FUND AGREEMENT**

Amended and Restated July 1, 2018

between

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

and

WELLS FARGO BANK, N.A.



**AMENDED AND RESTATED  
UNIVERSITY OF NEBRASKA GROUP HEALTH TRUST FUND AGREEMENT**

This Amended and Restated Trust Fund Agreement (this “Agreement”) is made as of July 1, 2018 by and between the Board of Regents of the University of Nebraska, a public body corporate (the “University”), and Wells Fargo Bank, N.A., a national banking association organized and existing under the laws of the United States of America (the “Trustee”).

**INTRODUCTION**

The University sponsors and maintains plans providing benefits (the “Plans”) for the benefit of certain eligible employees of the University. The University may amend and restate the Plans from time to time. The Plans vest the University with the authority and control to manage the operation and administration of the Plans, and permit the University to delegate this authority to a committee.

The University established this trust (the “Trust”) to receive the University’s and employees’ contributions to the Plans and to hold them in trust until distributed in the manner and at the times specified by the Plans. The University most recently restated the Trust effective July 1, 1997, at which time National Bank of Commerce Trust and Savings Association served as the Trustee. Wells Fargo Bank, N.A. is the successor in interest to National Bank of Commerce Trust and Savings Association.

The University intends the fund established under this Trust to constitute a grantor trust, the income of which is treated as the income of the University and excluded from federal income tax under Section 115 of the Internal Revenue Code (the “Code”) and the Trustee to be a directed trustee. The Trust does not constitute part of the Plans.

The following provisions set forth the amended and restated trust agreement between the University and the Trustee.

**ARTICLE I – DEFINITIONS**

The following words and phrases have the meanings indicated, unless the context clearly requires a different result:

- 1.1 “Accounting Period” means the twelve-month period ending June 30.
- 1.2 “Agreement” means this Amended and Restated Trust Fund Agreement.
- 1.3 “Authorized Representative” means a person authorized to act on behalf of the University and/or the Board of Regents of the University of Nebraska, as designated in writing to the Trustee from time to time.

1.4 “Code” means the Internal Revenue Code of 1986, as it may be amended from time to time, and any regulations issued under it.

1.5 “Investment” means any investment that constitutes a legal investment for the funds of the University, including but not limited to, cash and securities.

1.6 “Investment Manager” means the person or persons appointed by the University to exercise discretion and control with respect to the investment of all or part of the Trust Fund.

1.7 “Plans” means the group health plan, group dental plan, and such other benefit plans sponsored by the University that it desires to fund through the Trust Fund, and which the Trustee agrees in writing may be included as “Plans” hereunder, as each may be amended from time to time.

1.8 “Third Party Administrator” means the person or persons appointed by the University to administer claims with respect to the Plans.

1.9 “Trustee” means Wells Fargo Bank, N.A., or any successor trustee.

1.10 “Trust Fund” means the fund established under Section 2.1.

1.11 “University” means the Board of Regents of the University of Nebraska and, where applicable, (a) any committee or individual that the Board of Regents has authorized to act on its behalf with respect to the Plans in writing; and (b) the designee of a committee or individual identified in subsection (a), who has been authorized to act on behalf of the committee or individual with respect to the Plans in writing.

## **ARTICLE II – THE TRUST**

2.1 Establishment of Trust. The University hereby restates the Trust with the property held hereunder on the effective date which, together with such sums of money or property as shall from time to time be paid to the Trustee and the income therefrom, shall constitute the Trust Fund. The Trustee shall manage, invest, and reinvest the Trust Fund, collect the income of the Trust Fund and add the same to the principal of the Trust Fund, and make payments from the Trust Fund, according to the terms of this Agreement.

2.2 Purpose; Rights of Participants and Beneficiaries in the Trust Fund. The University intends to use the Trust Fund to pay for benefits provided by the Plans and to pay the reasonable expenses associated with administering the Plans and maintaining the Trust Fund. However, no employee of the University or participant or beneficiary under the Plans shall have any right to or interest in the Trust Fund, except as and only to the extent provided by the Plans, and the Trust Fund shall not constitute part of the Plans. The duties and responsibilities and the Trustee shall be governed exclusively by the terms of this Trust without reference to the terms of the Plans.

2.3 Form, Amount, and Time of Contributions. Contributions may be made in cash or other property acceptable to the Trustee, in the amounts and at the times as the University determines in its sole discretion.

2.4 No Obligation to Contribute. This Agreement creates no obligation on the part of the University to make any contribution whatsoever.

2.5 Non-hypothecation. No benefit or other right of any person to a payment or distribution from the Trust Fund shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void.

2.6 Duration. This Trust shall continue for such time as may be necessary to accomplish the purpose for which it was created or for the allowable period under applicable Nebraska law, whichever is shorter, but may be terminated at any time by the University as provided in Article VIII.

2.7 Tax Exemption. The Trust shall constitute a grantor trust, its income shall constitute the income of the University, and such income shall be excluded from income subject to tax under Code Section 115.

### **ARTICLE III – INVESTMENT OF THE TRUST FUND**

3.1 Selection of Investments. Unless and until the University appoints an Investment Manager, the Trustee shall have the exclusive authority and discretion to select the types and amounts of Investments held by the Trust Fund, provided that the University may direct the Trustee to maintain a portion of cash or cash equivalents to provide the liquidity appropriate to pay benefits under the Plans. The Trustee shall periodically notify the University in writing of the selection and amount of Investments, and any changes to the selection and amount of Investments.

3.2 Investment Managers. The University may from time to time direct the Trustee to divide the Trust Fund into two or more sub-funds, and may appoint an Investment Manager to manage one or more of the sub-funds. The University may also provide direction withdrawing or limiting participation in a particular sub-fund, and setting forth the investment characteristics and objectives of a sub-fund. Subject to the foregoing directions, the Investment Manager shall have complete discretion over any sub-fund assigned to it, and the Trustee shall have no discretionary authority with respect to the sub-fund. The Trustee shall rely on written directions received from an Investment Manager, shall not be liable for the consequences of complying with those directions, and shall be indemnified under Section 6.5 in connection with complying with such directions. If investment of the Trust Fund is to be directed in whole or in part by an Investment Manager, the University shall deliver satisfactory evidence to the Trustee that:

(a) The applicable Investment Manager has delivered a statement acknowledging that it is an investment advisor and fiduciary of the Benefit Plan;

(b) The Investment Manager is currently a registered investment adviser under the Investment Advisers Act of 1940; and

(c) The Investment Manager has accepted appointment as an advisor to the Benefit Plan Trust Fund.

The Trustee shall be entitled to rely entirely, without any independent investigation, upon such documents until such time as it is otherwise notified in writing. The University shall promptly deliver to the Directed Trustee prior written notice of the removal or replacement of any Investment Manager.

3.3 No Applicability of Certain Limitations. In following the instructions of an Investment Manager, the Trustee shall not be bound by any law or regulation prescribing or limiting the investment of assets of the Trust Fund to certain kinds, types, or classes of investments, or limiting the value or the proportion of the assets of the Trust Fund that may be invested in any one kind, type, or class of investment.

3.4 Absence of Instructions. If the Trustee receives any contribution under a portion of the Trust Fund subject to the direction of an Investment Manager that is not accompanied by instructions or governed by previous instructions regarding its investment, then, pending receipt of instructions, the Trustee shall invest such amounts in a cash management vehicle designated by the University. University understands and agrees that cash management vehicles made available by the trustee may include deposit accounts of the Trustee or an affiliate, and that such deposit vehicles are specifically authorized for use.

#### **ARTICLE IV – DISBURSEMENTS FROM THE TRUST FUND**

4.1 Payments from Trust Fund. The Trustee shall make payments from the Trust Fund to pay for benefits under the Plans and for the expenses associated with administering the Plans and this Trust, all according to the written directions provided to the Trustee by the University and the Trustee will make payment at such time or times as directed by the University to such person or persons as directed, including but not limited to the University or a Third Party Administrator or paying agent. The University may designate a Third Party Administrator to process payments of benefits under the Plans. Expenses associated with administering the Plans and maintaining the Trust Fund may include but are not limited to audit expenses, the compensation of the Trustee, legal expenses, regulatory fees, consulting fees, and other reasonable expenses as directed by the University. The Trustee need make no investigation and may rely on all written directions from the University with respect to payments it directs and shall be indemnified under Section 6.5 in connection with complying with such directions.

4.2 Overpayments. If the University determines that any payment from the Trust Fund was excessive or improper, and the recipient fails to make repayment to the Trustee after a request by the University, the University may direct the Trustee in writing to deduct the amount of any overpayment from any other amounts thereafter payable to the recipient of the overpayment. The Trustee shall have no duty with respect thereto in the absence of such direction. Until repaid to the

Trustee, the amount of such overpayment shall not be included in computing the market value of the Trust Fund.

4.3 Taxes. It is contemplated that the income of the Trust Fund shall be exempt from taxes under Code Section 115. In the event taxes should nonetheless be imposed, the University shall provide written instructions to the Trustee regarding any withholding and payment. In the absence of any such directions, the Trustee may assume and shall be protected in assuming that no withholding is required until, and then only to the extent, notified in writing by the University. The University shall hold the Trustee harmless for any payment so made and/or for any failure to withhold in the absence of such direction. For the purpose of this Section, withholding shall include the amount required to be withheld, any amount which is actually withheld under color of requirement even though the obligation to make such withholding is in controversy, and any interest and penalties in connection with such withholding requirements, if any.

4.4 Expenses and Compensation of Trustee. The Trustee shall receive for its services as Trustee hereunder the compensation which from time to time may be agreed upon by the University and the Trustee, and it shall have a lien on the Trust Fund for such compensation and for its reasonable expenses, if any, and the same may be withdrawn from the Trust Fund by the Trustee unless paid by the University.

## **ARTICLE V – DUTIES AND POWERS**

5.1 Manner of Discharge of Duties. The Trustee and the University shall each discharge their assigned duties and responsibilities under this Agreement in the following manner:

- (a) In good faith;
- (b) With industry standard care of persons acting in a like capacity in the conduct of an enterprise of a like character; and
- (c) In accordance with Nebraska law and the applicable provisions of the Code.

5.2 Duty to Furnish Information. The University and the Trustee shall each furnish to the other any documents, reports, returns, statements, or other information that it produces in the ordinary course of its business and which the other reasonably deems necessary to perform the duties imposed by the Plans, this Agreement, or law.

5.3 Certain Authority Reserved to the University. The University shall have complete control and authority to determine the existence, non-existence, nature and amount of the rights and interests of all persons in or to the Trust Fund or under the Plans, and the Trustee shall have no power, authority or duty in respect to such matters or to question or examine into any determination made or direction given by the University to the Trustee. The University shall have authority to enforce this Agreement on behalf of any and all persons having or claiming any interest in the Trust Fund, under this Agreement, or under the Plans. To protect the Trust Fund from the expenses which might otherwise be incurred, it is imposed as a condition for the securing of any interest in the Trust Fund, and it is hereby agreed, that no other person may institute or maintain

any action or proceeding against the Trustee or the Trust Fund in the absence of written authority from the University or a judgment of a court of competent jurisdiction that in refusing such authority the University has acted fraudulently or in bad faith. In any action or proceeding affecting the Trust Fund, or any property constituting part or all thereof, or the administration thereof, the only necessary parties shall be the University and the Trustee; and no employees or former employees of the University, their beneficiaries, or any other person having or claiming to have an interest in the Trust Fund or under the Plans shall be entitled to any notice or process. Any judgment that may be entered in such action or proceeding shall be binding and conclusive on all persons having or claiming to have any interest in the Trust Fund or under the Plans.

5.4 Trustee Duties. The Trustee shall have the following duties:

(a) The Trustee shall receive contributions to, and hold the Trust Fund in trust, and, subject to Section 3.2, shall hold, invest, and reinvest them in Investments according to and for the purposes of this Agreement;

(b) The Trustee shall pay benefits and expenses from the Trust Fund only upon and according to the written direction of the University;

(c) The Trustee shall keep full and accurate accounts of all investments, receipts, disbursements, and transactions occurring under this Agreement; such specific records will be agreed upon in writing by the University and the Trustee;

(d) The Trustee shall make accounts, books, and records kept under this Agreement available for inspection by the University or its designee at reasonable times; and

(e) The Trustee shall provide the University with reports it produces in the ordinary course of business containing the following information, and other information as reasonably requested by the University:

(i) At least once each calendar quarter, the Trustee shall provide to the University a written report listing the assets and liabilities of the Trust Fund, the cost and fair market value of each investment held in the Trust Fund at the close of such quarter, all purchases (with cost), all sales (with profit or loss), and any other investment changes during such quarter.

(ii) Within 60 days after the close of each Accounting Period, or any termination of the duties of the Trustee, the Trustee shall prepare, sign, and deliver to the University a written account of its acts and transactions as Trustee.

(A) The account shall show the balance of the Trust Fund at the beginning of the Accounting Period; contributions made by the University during the Accounting Period; the amount and nature of payments paid during the Accounting Period, specifically stating expenses payable in accordance with Section 4.4; and the balance of the Trust Fund at the close of the Accounting Period or upon such termination.

(B) If the University objects to any act or transaction, the University shall provide written notice of the objection to the Trustee within 90 days after the date the University receives the account.

(C) If the University finds the account or an amended account to be correct, an Authorized Representative of the University shall provide written notification of acceptance to the Trustee.

(D) An account shall become an account stated upon the earlier of the Trustee's receipt of written notification of acceptance, or upon the expiration of the 90-day period during which no objection is filed. An account stated shall be finally settled as to all transactions disclosed therein, and the Trustee shall be completely discharged and released from liability, as if settlement of the account had occurred by a judgment or decree of a court of competent jurisdiction in an action or proceeding in which the Trustee, the University and all persons having or claiming to have any interest in the Trust Fund or under the Plans were parties.

(E) The Trustee shall have the right to apply at any time to a court of competent jurisdiction for the settlement of its account. The Trustee and the University constitute the only necessary parties to such an action. Any judgment or decree in such an action shall be conclusive upon all persons having or claiming to have any interest in the Trust Fund.

5.5 Trustee Powers. Subject to Section 3.2, the Trustee shall have the authority, in addition to any authority given by law, to exercise the following powers in the administration of the Trust Fund:

- (a) To hold, invest, and reinvest all or part of the Trust Fund in Investments;
- (b) To sell, exchange, convey, transfer, dispose, or grant options with respect to, any property in the Trust Fund, without liability on the part of the purchaser to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any sale or other disposition;
- (c) Except as provided in subsection (d) below, to compromise, compound, settle, or submit to arbitration any debts or obligation due to or from it as Trustee; and to reduce the rate of interest on, extend or otherwise modify, foreclose upon, default, or otherwise enforce or act with respect to any such debt or obligation;
- (d) Upon direction of the University, to set aside in a separate account or accounts amounts equal to any benefit payments which are in dispute and to hold such amounts until receipt of instructions from the University as to their disposition. Any amounts so held shall be included in computing the market value of the assets of the Trust Fund;
- (e) As directed by the University, to hold cash uninvested or on deposit, with itself or to its credit, for a reasonable period of time and to the extent necessary to pay anticipated benefits or expenses of the Plans payable out of the Trust Fund, plus any additional amount as the

University shall approve, provided that the Trustee shall not be liable for interest on such uninvested or deposited amounts except as may be required by law;

(f) To accept and hold any securities or other property received under this Agreement, whether or not the Trustee would be expressly authorized by this Agreement to invest in the same securities or other property at that time;

(g) To cause any Investments held under this Agreement to be registered in or transferred into its name as Trustee or the name of its nominee or nominees, or to retain any investments unregistered or in a form permitting transfer by delivery; provided that the books and records of the Trustee shall at all times show that all such Investments are part of the Trust Fund;

(h) As directed by the University in writing with reasonable notice of not less than five business days, with respect to any interest in an asset held by the Trust Fund:

(i) To vote, in person or by proxy;

(ii) To exercise or sell any options or conversion, exchange, or subscription rights appurtenant to an Investment and make any necessary and associated payment;

(iii) To join, approve, dissent from, or oppose any corporate, partnership, or limited liability company action or plan, including any reorganization, recapitalization, consolidation, merger, dissolution, liquidation, sale of assets, or other action in respect of an entity's properties, and to deposit with a committee or depository any property as required to take such action; and

(iv) To deposit with any committee or depository, pursuant to any plan or agreement of protection, reorganization, consolidation, sale, merger, or other readjustment, any property held in the Trust Fund, and to make payment from the Trust Fund of any charges or assessments imposed by the terms of any such plan or agreement;

(i) To borrow or raise money for the purposes of the Trust from the University or from others, and for any sums so borrowed or advanced to issue its promissory note as Trustee and to secure repayment by pledging all or any part of the Trust Fund. No person loaning money to the Trustee shall be bound to see to the application of the money loaned or to inquire into the validity, expediency or propriety of any such borrowing;

(j) As directed by the University, to pay from the Trust Fund all reasonable expenses, taxes, and charges incurred in connection with the collection, administration, management, investment, protection, and distribution of the Trust Fund to the extent these amounts are not otherwise paid directly by the University;

(k) To enforce any right, obligation, or claim and in general to protect in any way the interests of the Trust Fund, either before or after default, and to abstain from the enforcement of any right, obligation, or claim; and to abandon any property which at any time may be held by the Trustee;



(l) To make, execute, acknowledge and deliver any and all deeds, leases, assignments, transfers, conveyances and any and all other instruments necessary and appropriate to carry out any powers granted in this Agreement; and

(m) To do all acts necessary or proper to exercise a power or discharge a duty under this Agreement.

(n) To employ suitable agents, actuaries, accountants, investment advisors or managers and counsel and to pay their reasonable expenses and compensation associated with the performance of this Agreement.

5.6 Subcontractors of Trustee. The Trustee may contract with subcontractors to perform its obligations under this Agreement. However, the Trustee will be responsible for the subcontractor's actions to the same extent that it would have been responsible had the Trustee taken the actions directly.

## **ARTICLE VI – LIMITATIONS OF LIABILITY**

6.1 Written Communication. The Trustee shall incur no liability for failure to act without written communication, and shall be fully protected in all actions taken in accordance with communications upon which the Trustee is entitled to rely according to Section 9.10.

6.2 Notification by University. The University shall notify the Trustee in writing as to the appointment, removal, or resignation of any person designated to act as or on behalf of the University. After delivery of the notification, the Trustee shall be fully protected in acting upon the directions of, or dealing with, any other person designated to act as or on behalf of the University until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the University.

6.3 Advice of University. If at any time the Trustee is in doubt concerning the course which it should follow in connection with any matter relating to the administration of the Trust, it may request the University to advise it, and shall be protected in relying upon the advice or direction which may be given to it in response.

6.4 Limitation of Trustee Liability. The Trustee shall carry out the duties and responsibilities specified in this Agreement; provided, however, that –

(a) The Trustee shall be responsible only for the property actually received by under this Agreement. It shall have no duty or authority to compute any amount to be paid to it by the University or to bring any action or proceeding to enforce the collection from the University of any contribution to the Trust Fund;

(b) Except for payments made from the Trust pursuant to its specific provisions herein, there shall be no obligation or liability to make payments to claimants or creditors of the University;

(c) The Trustee shall not be required, authorized, or obligated to determine the facts concerning the eligibility of any individual to participate in the Plans, the amount of benefits payable to any individual participant or beneficiary under the Plans, or the date or method of payment or disbursement;

(d) The Trustee shall be under no duty to determine whether the amount of any contribution by the University is in accordance with the terms of the Plans, nor shall the Trustee be responsible for the demand or collection of any contributions required under the Plans, nor shall the Trustee be responsible to determine the nature or amount of the rights and interests of any third party in or to the Trust Fund or under the Plans;

(e) A written direction from the University directing a payment from the Trust Fund pursuant to Sections 4.1, 4.2, or 4.3 upon which the Trustee is entitled to rely under Section 9.10 constitutes a certification that the payment directed is one which the University is authorized to direct under those provisions. The Trustee shall be under no duty to investigate the facts concerning the payment, and shall incur no liability for any action taken pursuant to such written directions;

(f) The Trustee shall incur no liability to anyone for any action taken pursuant to a direction, request, or approval given by any person or entity authorized to direct it hereunder, including but not limited to written directions or instructions furnished by an Investment Manager appointed under Article III, upon which the Trustee is entitled to rely under Section 9.10;

(g) The Trustee shall be fully entitled to rely upon the written advice and directions of the University furnished according to Section 6.3;

(h) A successor trustee shall not be liable for acts or omissions of third parties before the date it becomes a successor trustee, and shall not be required to examine or question the administration of the Trust Fund prior to its appointment;

(i) The Trustee shall bear no responsibility in the administration of the Plans, shall not constitute a plan administrator and its duties and obligations shall be limited to those expressly imposed on it by the Agreement, notwithstanding any reference to any Plans or program; and

(j) In no event shall the Trustee have any obligation or liability to make any payments in excess of the amounts held in the Trust Fund at any time.

6.5 Indemnification of Trustee. To the extent allowed by law, the University will indemnify the Trustee, its officers, directors, employees, and agents from and against any and all actual or threatened claims, damages, losses, liabilities, taxes, penalties, fines, and expenses, including court costs and reasonable attorneys' fees, arising out of (1) litigation relating to the

Plans or program; (2) events occurring by reason of the Trustee acting pursuant to a direction, request, or approval given by any person or entity authorized to direct it; and (3) any act done or omitted to be done by the Trustee with respect to carrying out its responsibilities under this Agreement, except those directly attributable to Trustee's material breach of its obligations under this Agreement, or its negligence, lack of good faith, breach of fiduciary duty, or willful misconduct.

6.6 Indemnification of University. The Trustee shall indemnify and hold harmless the University, any affiliated employer whose employees participate in the Plans, and their directors, officers, employees, and agents from and against any and all actual or threatened claims, damages, losses, liabilities, penalties, fines, and expenses, including court costs and reasonable attorneys' fees, arising directly out of the lack of good faith, negligence, breach of fiduciary duty, or willful and wrongful acts that occur in the Trustee's discharge of its duties and responsibilities under this Agreement.

6.7 Indemnification - General. Notwithstanding anything herein to the contrary, "negligence" for purposes of the indemnification provisions shall not include Trustee's failure to consider the prudence or imprudence of any direction from the University, any authorized representative of the University or any other person or entity authorized to direct it hereunder. This indemnification and any other hold harmless provision in this Agreement shall survive the termination of this Agreement. Neither party shall be liable under any circumstance for indirect, incidental, consequential, or special damages in connection with this Agreement or the services provided hereunder. Each party shall provide the other with reasonable notice of any claim.

6.8 Subpoenas and Court Orders. The Trustee will comply with all subpoenas or court orders properly served upon it which have not been quashed, dismissed, rescinded, withdrawn, or stayed; provided, however, that the Trustee shall notify the University of the service of any such subpoena or order unless such subpoenas or court orders, require nondisclosure on the part of the Trustee. Unless the facts underlying the subpoena, government action, or court order result in an obligation by the Trustee to indemnify the University under this Agreement, the University will bear all responsibility for resisting or contesting any court or governmental agency order concerning the Trust Fund and Trust Fund records in the possession of the Trustee, and shall reimburse the Trustee for all costs and expenses reasonably incurred with respect to complying with such subpoenas and court orders.

6.9 Obligation to Defend. If the Trustee is made a defendant in any action or proceeding brought by a judgment creditor (or a creditor) of the University which seeks to execute against or attach the interest of the University in the Trust Fund, the Trustee shall be under no obligation to defend (or otherwise litigate) such action or proceeding and the University shall defend (or otherwise litigate) in the place and stead of the Trustee.

## **ARTICLE VII – RESIGNATION AND REMOVAL OF TRUSTEE**

7.1 Resignation of Trustee. The Trustee may resign at any time by filing with the University its written resignation. The Trustee's resignation shall take effect 60 days from the date

of such filing or upon appointment of a successor pursuant to Section 7.3 or 7.4, whichever is earliest.

7.2 Removal of Trustee. The University may remove the Trustee at any time by delivering to the Trustee a written notice of its removal and an appointment of a successor pursuant to Section 7.3. The removal shall take effect 60 days from the date of delivery, unless the Trustee agrees to an earlier or later effective date.

7.3 Appointment of Successor Trustee. The appointment of a successor to the Trustee shall take effect upon delivery to the Trustee of –

(a) An written notification from the University that it has appointed a successor;  
and

(b) A written notification from the successor that it has accepted the appointment, executed by such successor;

provided, however, that University agrees to appoint a successor trustee that is a bank authorized to do business in Nebraska with a capital and surplus of at least \$1,000,000.

7.4 Application to Court. If a successor is not appointed within 60 days after the Trustee gives notice of its resignation pursuant to Section 7.1, the Trustee may apply to a court of competent jurisdiction for appointment of a successor.

7.5 Agreement Binding on Successor Trustee. This Agreement shall bind and relate to each successor Trustee with the same force and effect as if the successor Trustee had been originally named as Trustee in this instrument.

7.6 Transfer of Fund to Successor. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to the successor, after reserving such reasonable amount as the resigning or removed Trustee shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it, and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee and the University who shall be jointly and severally liable therefor; provided, however, that any successor Trustee's liability hereunder shall be limited to the amount held by it from time to time as the Trust Fund hereunder.

## **ARTICLE VIII – TERMINATION AND AMENDMENT OF TRUST**

8.1 Termination of the Trust. The University reserves the right to terminate the Trust at any time. Notice of such termination shall be given to the Trustee by a written instrument executed by the University and acknowledged in the same form as this Agreement, together with a certified copy of the resolution of the Board of Regents of the University of Nebraska authorizing

such termination. A copy of a notice of such termination shall be forwarded to the Department of Insurance of the State of Nebraska.

8.2 Distribution upon Termination. If this Trust is terminated, the Trustee upon the written direction of the University shall liquidate the Trust Fund to the extent required for distribution, and, after its final account has been settled as provided in Section 5.4(e), shall distribute the net balance thereof to the University or to such person or persons, at such time or times and in such proportions and manner as may be directed by the University, or in the absence of such direction, as may be directed by a judgment or decree of a court of competent jurisdiction. The powers of the Trustee hereunder shall continue until the Trust Fund has been distributed in accordance with the directions of the University.

8.3 Amendment. The University shall have the right at any time and from time to time to amend this Agreement in whole or in part, in the manner and subject to the limitations set forth in this Section.

(a) Manner of Amendment. The University may amend the Trust by delivering to the Trustee a written instrument authorized by the Board of Regents of the University of Nebraska. The President or the Vice President for Business and Finance is authorized and directed to execute, without further authorization of the Board, amendments to this Agreement which counsel to the University recommends be adopted to comply with applicable law, which facilitate administration, or which do not otherwise materially increase the cost to the University of sponsoring and administering the Agreement. The amendment shall become effective upon Trustee's written acknowledgement of receipt, or Trustee's endorsement of any amendment to which the Trustee's consent is necessary. A copy of any amendments to this Trust Agreement shall be forwarded to the Department of Insurance of the State of Nebraska by the University.

(b) Limitations on Amendments. Notwithstanding any other provision of this Trust, no amendment which may affect the Trustee will be effective until the Trustee has consented thereto. Without limiting the foregoing, in no event will the duties and responsibilities of the Trustee be increased without the Trustee's written consent. No amendment shall defeat any then-existing right of a participant or beneficiary in the Plans to receive payments of benefits according to the terms of the Plans.

## **ARTICLE IX – MISCELLANEOUS**

9.1 Rules of Construction. The following rules apply to the interpretation of this Agreement:

(a) The titles to Articles and headings of Sections in this Agreement are used for convenience of reference only, and in case of any conflict the text of this Agreement, rather than such titles or headings, shall control;

(b) Unless the context clearly requires a different result, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or executed counterpart;

(c) Whenever any words in this Agreement are used in the masculine, feminine, or neuter gender, they shall be construed as though they were also used in another gender in all cases where they should so apply;

(d) Whenever any words in this Agreement are used in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they should so apply; and

(e) It is intended that the Trust constitutes a grantor trust established by the University entitled to the exclusion from gross income under Code Section 115, or any comparable section or sections of any future legislation which amends, supplements, or supersedes said section(s). When a provision is reasonably susceptible to more than one reasonable interpretation, the interpretation that favors compliance with the foregoing shall prevail.

9.2 Severability. If any provision of this Agreement is held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions; instead, each provision is fully severable and the Agreement shall be construed and enforced as if any illegal or invalid provision had never been included.

9.3 No Guarantee of Employment. Nothing contained in this Agreement or in the Plans shall require the University to retain any employee in its service.

9.4 No Guarantee of Investment Result. Neither the University nor the Trustee guarantees the Trust Fund from loss or depreciation, or the payment of any amount that may become due to any person under the Plans or this Agreement.

9.5 Action by University and Board. Any action this Agreement requires or permits the University to take shall be by resolution of the Board of Regents of the University of Nebraska or by a person or persons authorized by such a resolution.

9.6 Trustee's Authority. Any person dealing with the Trustee shall be fully protected in relying upon the Trustee's certificate that it has authority to take or omit any action under this Agreement, and may rely upon a copy of this Agreement and any amendments to this Agreement certified to be true and correct by the University and the Trustee. No such person need make any inquiry as to whether the Trustee has authority to take or omit any such action or whether the University has instructed the Trustee to take or omit any such action. The seal of the Trustee affixed to any instrument executed by it shall constitute the Trustee's certificate that it is authorized to execute such instrument and to proceed as may be provided for therein. No such person shall be required to follow the application by the Trustee of any money or property which may be paid or transferred to the Trustee.

9.7 Survival. The following duties obligations shall survive the termination of this Agreement: to the extent of any assets retained by the Trustee following termination, Articles III, IV, and V, and this Article IX.

9.8 Situs of Trust; Choice of Law; Choice of Venue. The situs of the Trust Fund is the state of Nebraska, and the provisions of this Agreement shall be construed and enforced according to the laws of the State of Nebraska. Any person bringing an action in connection with this Agreement may do so only in the state or federal courts of Nebraska.

9.9 Trustee's Warranty. The Trustee warrants that it is qualified to act as a trustee in accordance with applicable law.

9.10 Authorized Persons; Instructions to Trustee. The University shall furnish to Trustee a written certification of the names and specimen signatures of individuals authorized to communicate with and direct Wells Fargo with respect to matters of the Trust. Trustee shall be entitled to rely on written direction of such persons, including but not limited to any Investment Managers and representatives and agents of the University and shall be fully protected in assuming that there has been no change until so advised by the University. To the extent this Agreement requires the University, an Investment Manager, or any other person to provide written directions to the Trustee with respect to any matter, such directions may be provided by facsimile transmission, by email, or any other method, electronic or otherwise (including electronic records attached thereto), acceptable to the Trustee. To the extent such directions are submitted to the Trustee in the form of facsimile or email, the Trustee shall act on such directions notwithstanding the fact that such directions do not bear an original authorized signature, and shall be entitled to rely on the directions to the extent provided in this Agreement, provided that the directions acted upon: (a) appear to be signed by an Authorized Representative in the case of directions provided by facsimile; (b) appear to have been sent from the computer and email account of an Authorized Representative in the case of directions provided by email; (c) in either case, are consistent with the established authority of such person. The Trustee will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. The University President or the University Vice President for Business and Finance are each authorized and directed to execute any written procedures agreed by the parties from time to time. In the course of its execution of instructions and directions, the Trustee will make an honest effort consistent with its business practices to apprise the University if an individual engaged in the execution of the instruction or direction has personal and actual knowledge of the content of the instruction or direction and believes that the University submitted it in error.

9.11 Communications. All notices under this Agreement shall be in writing (or any electronic media to the extent permitted under applicable law and acceptable to the Trustee) and shall be given to the party entitled to notice by personal service, or by United States mail, to the last known address of said party. Notices to the Trustee shall be sufficient if sent to:

Wells Fargo Bank, N.A.  
Wells Fargo Institutional Retirement and Trust  
Attn: Matthew Dwenger, Vice President  
MAC F8200-036 | 666 Walnut Street

Des Moines, Iowa 50309

Notices to the University shall be sufficient if sent to:

University of Nebraska  
Attention: Vice President for Business and Finance  
Varner Hall  
3835 Holdrege Street  
Lincoln, Nebraska 68583-0745

Any person entitled to notice under this Agreement may waive his or her right to that notice.

9.12 Binding Effect. This Agreement shall be binding on the University, the Trustee, and their respective successors, assigns, and legal representatives; and on all persons entitled to benefits under the Plans and their respective heirs, successors, assigns and legal representatives.

9.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

9.14 Acceptance of Trust. The Trustee, upon signing this Agreement, agrees to act as Trustee of the Trust according to this Agreement.

(Signature page to follow.)



IN WITNESS WHEREOF, the University and Trustee have caused this Agreement to be executed by their duly authorized officers, effective as of the date and year first above written.

ATTEST:

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: \_\_\_\_\_  
Carmen K. Maurer,  
Corporation Secretary

By: \_\_\_\_\_  
Hank M. Bounds,  
President

ATTEST:

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF LANCASTER    )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Hank M. Bounds and Carmen K. Maurer, respectively the President of the University of Nebraska and Corporation Secretary for the Board of Regents of the University of Nebraska.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF \_\_\_\_\_    )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ and \_\_\_\_\_, respectively the \_\_\_\_\_ and \_\_\_\_\_ of Wells Fargo Bank, N.A.

\_\_\_\_\_  
Notary Public

## **IX. UNIVERSITY ADMINISTRATIVE AGENDA**

### **A. ACADEMIC AFFAIRS**

1. Approve the Restated Contract of Employment for Hank M. Bounds, as President of the University of Nebraska, extending the term of the contract to June 30, 2023, effective July 1, 2018. Addendum IX-A-1
2. Approval is requested to create the Master of Science degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney Addendum IX-A-2
3. Approval is requested to establish the Department of Cyber Systems and merge the Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology, and to dissolve the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney Addendum IX-A-3
4. Approval is requested to merge the College of Fine Arts and Humanities and the College of Natural and Social Sciences to form the College of Arts and Sciences at the University of Nebraska at Kearney Addendum IX-A-4
5. Approval is requested to move the Interior Design Program from the recently-renamed Department of Family Studies to the Department of Industrial Technology in the College of Business and Technology at the University of Nebraska at Kearney Addendum IX-A-5
6. Approval is requested to create the Bachelor of Fine Arts in Emerging Media Arts in the Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln Addendum IX-A-6
7. Approval is requested to eliminate the Associate of Arts degree in Fire Protection Technology in the Durham School of Architectural Engineering and Construction in the College of Engineering at the University of Nebraska-Lincoln Addendum IX-A-7
8. Approval is requested to establish the Center of Excellence in Pancreatic Cancer administered by the College of Medicine at the University of Nebraska Medical Center Addendum IX-A-8
9. (1) Approval is requested to create the Master of Arts in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at UNO and the Department of Psychology in the Munroe-Meyer Institute at UNMC; (2) Approval is requested to transition the existing UNO Applied Behavior Analysis Graduate Certificate to a jointly-administered UNO/UNMC graduate certificate. Addendum IX-A-9

10. Approval is requested to consolidate the MA and MS degrees in Counseling into the MS in Counseling with thesis and non-thesis options in the Department of Counseling in the College of Education at the University of Nebraska at Omaha Addendum IX-A-10
11. Approval is requested to create the Master of Science in Biomechanics in the Department of Biomechanics in the College of Education at the University of Nebraska at Omaha Addendum IX-A-11

**B. BUSINESS AFFAIRS**

Operating Budget

1. Approve the Fund B, University Program and Facilities Fee (UPFF) 2018-19 Allocation for the University of Nebraska at Kearney Addendum IX-B-1
2. Approve the Fund B University Program and Facilities Fees (UPFF) 2018-19 Allocation for the University of Nebraska-Lincoln Addendum IX-B-2
3. Approve the Fund B, University Program and Facilities Fee (UPFF) 2018-19 Allocation for the University of Nebraska Medical Center Addendum IX-B-3
4. Approve the Fund B, University Program and Facilities Fees (UPFF) 2018-19 Allocation for the University of Nebraska Omaha Addendum IX-B-4
5. (1) Approve UMR, a UnitedHealthcare company, as the third party administrator for the University of Nebraska's medical plan. (2) Approve Ameritas as the third party administrator for the University of Nebraska's dental plan. (3) Approve Employers Health Coalition/CVS Health as the third party administrator for the University of Nebraska's pharmacy plan. (4) Approve the proposed terms and conditions and authorize the President or his designee to finalize negotiations and to execute such documents as are required to operate the program. Addendum IX-B-5
6. Approve the University of Nebraska's FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105th Legislature, 2nd Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s). Addendum IX-B-6
7. Approve the Nebraska College of Technical Agriculture's FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition

increases, effective for the Spring 2019 semester, should a portion of the State approved (105th Legislature, 2nd Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s). Addendum IX-B-7

#### University of Nebraska

8. Approve a contract with Bolero Information Systems, LLC to continue research administration software maintenance and enhancements for UNL, UNK and UNO, and to develop a replacement single instance for all NU campuses  
Addendum IX-B-8
9. Approve the contract between the Board of Regents, Nebraska Medicine, and Cenergistic to provide consultant services for the Occupant Behavior Energy Conservation Program for the University of Nebraska. Addendum IX-B-9

#### University of Nebraska at Kearney

10. Approve a scope and budget change for the Early Childhood Education Center to be constructed on the University of Nebraska at Kearney campus  
Addendum IX-B-10
11. Authorize the President, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the purchase of real estate at 807 West 25th Street, Kearney, NE Addendum IX-B-11

#### University of Nebraska-Lincoln

12. Approve a budget increase for Loop Road Renovation at the University of Nebraska-Lincoln Addendum IX-B-12

#### University of Nebraska Medical Center

13. Approve increase in budget for the Global Center for Advanced Interprofessional Learning to build a three-story lighted iconic art decorative screen wall prominently located on the main southern entrance to the University of Medical Center campus Addendum IX-B-13
14. Approve a scope and budget change for the Wittson Hall Renovation Project to create and name the Wigton Heritage Center on the University of Nebraska Medical Center campus Addendum IX-B-14
15. Approve program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement to be fit up in existing building purchased at 6902 Pine Street for the University of Nebraska Medical Center Addendum IX-B-15

**C. FOR INFORMATION ONLY**

1. University of Nebraska Strategic Planning Framework Addendum IX-C-1
2. University of Nebraska Strategic Framework Accountability Measures Addendum IX-C-2
3. Calendar of establishing and reporting accountability measures Addendum IX-C-3
4. University of Nebraska Strategic Dashboard Indicators Addendum IX-C-4
5. Board of Regents agenda items related to the University of Nebraska Strategic Framework Addendum IX-C-5

## **D. REPORTS**

1. Quarterly Personnel Report for the period January-March 2018 Addendum IX-D-1
2. Laboratory, Student, and Miscellaneous Fees for 2018-2019 Addendum IX-D-2
3. Spring 2018 Enrollment report Addendum IX-D-3
4. Renaming the Department of Family Studies and Interior Design to the Department of Family Studies in the College of Business and Technology at the University of Nebraska at Kearney Addendum IX-D-4
5. Expedited Approval of the Business in Health Administration Graduate Certificate in the College of Business Administration at the University of Nebraska at Omaha Addendum IX-D-5
6. Expedited Approval of the Kodály Graduate Certificate in the School of Music at the University of Nebraska at Omaha Addendum IX-D-6
7. Renaming the Bachelor of Science in Biotechnology to the Bachelor of Science in Molecular and Biomedical Biology in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha Addendum IX-D-7
8. Bids and Contracts for the period ended April 18, 2018 Addendum IX-D-8
9. Gifts, Grants, Contracts and Bequests accepted during the quarter October 1 through December 31, 2017 Addendum IX-D-9
10. Gifts, Grants, Contracts and Bequests accepted during the quarter January 1 through March 31, 2018 Addendum IX-D-10
11. Quarterly Status of Capital Construction Projects Addendum IX-D-11
12. Semi-annual Report of Licenses Addendum IX-D-12
13. Status Report of Six-year Capital Plan Addendum IX-D-13
14. Naming of Room S-109 in the College of Law's Marvin and Virginia Schmid Clinic Building, "The Berkshire Family Interview Room" at the University of Nebraska-Lincoln Addendum IX-D-14
15. Naming a gallery at the Sheldon Museum of Art the "Sarah Pearson Campbell Gallery" at the University of Nebraska-Lincoln Addendum IX-D-15
16. Naming of selected research space within the Suzanne & Walter Scott Research Tower at the "Robert S. Holmes Collaborative Center" at the University of Nebraska Medical Center Addendum IX-D-16

17. Intermediate Design Report for the Johnny Carson Center for Emerging Media Arts at the University of Nebraska-Lincoln Addendum IX-D-17
18. Intermediate Design Report for the Gymnastics Training Facility at the University of Nebraska-Lincoln Addendum IX-D-18
19. National Disaster Medical System Contract at the University of Nebraska Medical Center Addendum IX-D-19
20. Strategic Framework report on State Funding and Tuition Accountability Measures [1-a-ii] Addendum IX-D-20
21. Strategic Framework report on Research [4-a-i] Addendum IX-D-21
22. Revisions to the University of Nebraska Graduate Governance Document Addendum IX-D-22

TO: The Board of Regents Addendum IX-A-1

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: President's Contract of Employment

RECOMMENDED ACTION: Approve the Restated Contract of Employment for Hank M. Bounds, as President of the University of Nebraska, extending the term of the contract to June 30, 2023, effective July 1, 2018.

PREVIOUS ACTION: October 5, 2017 - The Board of Regents extended the term of the Original Contract to June 30, 2021; and increased President Bounds' base salary to \$510, 400, and acknowledging an annual supplement of \$20,000 from private resources.

December 3, 2015- The Board of Regents extended the term of the Original Contract to June 30, 2020.

January 12, 2015 - The Board of Regents approved President Bounds' original Contract of Employment as President of the University of Nebraska, providing a contract term from April 13, 2015 through June 30, 2018, with a base annual salary of \$480,000.

EXPLANATION: Approval of this agenda item will approve the attached Restated Contract of Employment for President Bounds. Recognizing the budgetary challenges the University faces, President Bounds seeks no pay increase, and none is awarded as part of this action. However, the Board thanks President Bounds for his excellent leadership and in recognition of President Bounds' outstanding performance, the Board has extended his contract through June 2023.

SPONSOR: Robert Schafer  
Chairman, Board of Regents

DATE: June 15, 2018

President Bounds Restate Contract Item  
I/Corporation Secretary



**RESTATED CONTRACT OF EMPLOYMENT  
HANK M. BOUNDS, PhD  
PRESIDENT OF THE UNIVERSITY OF NEBRASKA**

THIS RESTATED CONTRACT OF EMPLOYMENT ("Restated Contract") is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate under the Constitution and Statutes of the State of Nebraska ("University") and Hank M. Bounds ("President Bounds") initially signed and fully executed by the parties on January 12, 2015.

**WITNESSETH:**

Whereas, in accordance with the action taken by the University's governing Board of Regents (the "Board") as recorded in the minutes of the meeting of the Board held on the January 12, 2015, the Board approved the hire of President Bounds and the contract of employment between President Bounds and the University for a term commencing April 13, 2015, and ending June 30, 2018 (the "Original Contract"); and

Whereas, at its meeting on December 3, 2015, the Board extended the term of the Original Contract two (2) years, thereby ending the Original Contract on June 30, 2020; and

Whereas, at its meeting on October 5, 2017, the Board extended the term of the Original Contract one (1) more year through June 30, 2021; and further, increased President Bounds' Base Salary (as defined hereinafter) to \$510,400; and further acknowledged its arrangement with the University of Nebraska Foundation to pay President Bounds an annual supplement of \$20,000 from private (not public) resources; and

Whereas, the parties wish, for purposes of clarity and simplification, to restate and confirm the agreement between them (the "Restated Contract").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University hereby agrees to employ President Bounds, and President Bounds hereby agrees to accept employment as President of the University of Nebraska, subject to the terms and conditions set forth herein as follows:

**Section 1. Term of Employment.**

The Term of President Bounds' employment as President of the University commences on April 13, 2015, ("Effective Date"). The "Initial Term" of the Restated Contract is approximately three years, ending as of midnight on June 30, 2018. Incorporating the duly authorized action of the Board recited above, the Term is hereby extended through midnight of June 30, 2023. Throughout this Restated Contract, "Term" shall refer to the Initial Term, including any

extension or renewal as provided in Section 14 or termination as provided in Section 15 herein, or as otherwise permitted by law. All prior negotiations and representations between the parties are hereby expressly integrated into this Restated Contract. Except as otherwise specifically and explicitly provided herein, upon expiration of the Term, all compensation, benefits, perquisites and other privileges provided to President Bounds under this Restated Contract shall cease to the full extent permitted by law.

## **Section 2. Salary; Authority and Duties of the President.**

(a) In consideration of an annual salary of \$480,000 from April 13, 2015, through June 30, 2017, an annual salary of \$510,400, from July 1, 2017, through June 30, 2018, and an annual salary of \$540,000, effective as of July 1, 2018 (such amounts to be referred to herein as the "Base Salary"), and any further agreements and considerations hereinafter stated, President Bounds agrees to accept employment as the President of the University of Nebraska. President Bounds shall be the chief executive officer of the University and shall have charge of the administration of the University of Nebraska with all of the powers and duties incident to the Office of the President as such powers and duties are prescribed by law, the Bylaws of the Board of Regents of the University of Nebraska ("Bylaws"), and policies, rules, regulations and directives duly adopted by the Board.

(b) At any time during the Term, the annual Base Salary may be increased or decreased by action of the Board, without formal written amendment or modification of this Restated Contract; provided, that such salary shall be decreased only under circumstances where the Board determines that across-the-board salary reductions for all members of the administrative staff are warranted due to budgetary constraints. Such annual Base Salary shall be paid in twelve (12) equal monthly installments in accordance with the policies of the University governing payment of salary to other members of its all-year academic-administrative staff.

## **Section 3. Professional Staff Appointment Status.**

(a) Special Appointment: The professional staff appointment status of President Bounds shall be an all-year special appointment in the academic-administrative staff as President of the University of Nebraska, with benefits and under the terms and conditions of employment for members of the academic-administrative staff holding all-year, full-time special appointments as provided in Chapter III of the Bylaws and the rights and responsibilities of professional staff as provided in Chapter IV of the Bylaws.

(b) Continuous/Academic Appointment: In addition, President Bounds is appointed to an academic year continuous appointment (tenured) at the rank of Professor in the University of Nebraska-Lincoln's College of Education and Human Sciences, Department of Educational Administration, which appointment has received approval by said department's faculty. President Bounds may receive additional courtesy appointments at other administrative units of the University as appropriate, subject to approval of the respective department's faculty.

#### **Section 4. Fringe Benefits.**

(a) President Bounds shall receive the fringe benefits of University employment, including vacation, disability leave, retirement and health insurance benefits, prescribed for other members of the academic-administrative staff holding all-year, full-time appointments. President Bounds shall receive such additional fringe benefits relating to his employment as President as may be from time-to-time duly approved and authorized by the Board.

(b) The annual salary and taxable portion of fringe benefits paid to President Bounds for his services pursuant to this Restated Contract shall be subject to withholding for state and federal payroll taxes. The University shall (i) determine in accordance with applicable state and federal laws, regulations, orders and rulings the necessary payroll taxes to be withheld and (ii) appropriately withhold necessary amounts for payroll taxes owed in relation to President Bounds' taxable University compensation, regardless of source. The University follows an IRS Audit Closing Agreement approved by the Regents on December 10, 1994, as well as applicable rules and income reporting guidelines from the Internal Revenue Service regarding University of Nebraska Foundation payments in support of the University. Individual income and taxable fringe benefits resulting to President Bounds are reported as taxable income from the University to the President on the University's regular payroll reporting (W2) form. President Bounds shall provide substantiation necessary to follow the applicable rules and income reporting guidelines.

#### **Section 5. Deferred Compensation.**

President Bounds shall receive deferred compensation as provided in the Deferred Compensation Agreement attached hereto as Appendix A.

#### **Section 6. Residence of the President.**

(a) As a condition of employment in the performance of duties as President of the University, President Bounds shall be provided with an Official Residence or a housing allowance in accordance with the University's policies and process for non-wage compensation which shall be paid as directed by the University from support received from the University of Nebraska Foundation. All expenses for maintenance, utilities and insurance for the Official Residence shall likewise be paid by the University from support received from the University of Nebraska Foundation. Such residence shall be kept in a good state of repair, and utilities, maintenance and fire and extended property and related liability insurance of the interior and exterior of the residence, and maintenance of the grounds on which the residence is located shall be provided at no cost or expense to the President.

(b) Provided that the Official Residence is reasonably habitable, President Bounds shall occupy the Official Residence throughout the Term, and the University shall pay reasonable expenses incurred in moving President Bounds and his family to the Official Residence from their prior residence location.

(c) In the event of termination of this Restated Contract prior to the end of the Term, President

Bounds and his immediate family will have a reasonable period of time, not exceeding four (4) months, to obtain other residence and move from the Official Residence.

(d) The Executive Committee of the Board of Regents is authorized to administer these Official Residence and Housing Allowance provisions, including the authority to provide an interim housing allowance and approve moving expenses per University policy (notwithstanding distance requirements) pending acquisition or transition to and from an Official Residence. Public funds shall not be used to perform construction, maintenance, or repair work on the personal residence of a President and University personnel shall not be used for such purpose under any circumstances.

### **Section 7. Moving and Transition Expenses.**

The University will provide funding for approved moving expenses of President Bounds to Lincoln, Nebraska, including airfare and other reasonable expenses, consistent with University policy. Reasonable expenses may include multiple trips in consultation with the Board Chair and others as appropriate, and further, will also include reasonable support and related expenses, if temporary housing is required prior to the acquisition and habitation of the Official Residence. The parties agree that they will mutually benefit from President Bounds presence and work performance from time-to-time prior to April 13, 2015. The Executive Committee of the Board is authorized to administer such presence and work, including the authority to accordingly provide reasonable compensation or other allowance, as deemed appropriate by the Executive Committee.

### **Section 8. Membership/s.**

As a condition of employment in the performance of duties as President of the University, President Bounds shall have a full privileges or social membership at a country club(s) of his choosing, provided that the selection of such country club(s) and the membership status thereof shall be acceptable to the University of Nebraska Foundation in its reasonable discretion. Such memberships shall be maintained in accordance with the University's policies and process for non-wage compensation which shall be paid as directed by the University from support received from the University of Nebraska Foundation. With respect to club memberships, initiation fees are not considered compensation to the President, since the "beneficial" ownership of the club membership belongs to the University of Nebraska Foundation, as that term is defined by the Internal Revenue Service. The President shall keep and provide to the University and/or the University of Nebraska Foundation records in compliance with the Internal Revenue Code to substantiate legitimate business use of club memberships, in order that annual or periodic club dues may be allocated between personal and business use. Failure to maintain and provide such records shall result in the annual or periodic club dues paid on behalf of the President to be fully taxed and reported as compensation. The value of President Bounds' personal use of such membership/s will be considered taxable income to him and reported to the Internal Revenue Service (IRS) as required by law.

## **Section 9. Professional Conduct.**

President Bounds is expected to exhibit individual leadership to maintain and foster the highest standards of competence, professionalism and ethics at the University. President Bounds acknowledges that his duties as President include a duty to professionally balance and respect diverse rights, values and competing interests and this duty is not strictly limited to his official actions as President or the official settings afforded as President of the University for any matters where his actions or comments bring disparagement or otherwise damage the University or the Office of the President.

## **Section 10. Professional Dues and Meetings.**

The Board acknowledges that leadership by President Bounds in higher education and/or business organizations may advance the interest of the University and encourages President Bounds' reasonable (based upon the time commitment involved) participation therein. In addition, President Bounds may attend educational conferences, conventions, courses, seminars and other similar professional growth activities which do not interfere with performance of his duties as President of the University, and reasonable expenses in connection therewith, including membership in professional organizations, shall be paid by the University.

## **Section 11. Outside Business, Civic and Professional Activities.**

President Bounds shall devote substantially all of his time, attention and energies to performance of the duties of the Office of President of the University. The Board contemplates the performance of these duties by President Bounds may be advanced by the expenditure of reasonable amounts of time for charitable, civic, service or professional activities. In addition, the expenditure by President Bounds of reasonable amounts of time relating to personal or outside business shall not be considered a breach of this Restated Contract, provided such activities do not interfere with President Bounds' performance of duties as President of the University. President Bounds shall not engage in any outside activity which may be adverse to the best interest of the University, and he shall not serve as a compensated member of the board of directors of any for-profit organization without first obtaining approval from the Board.

## **Section 12. Activities of President's Spouse.**

The President's spouse plays an important role in the social and professional life of the University. Consequently, University of Nebraska Foundation funds or other non-state funds will be allocated to pay reasonable and customary travel expenses for President Bounds' spouse to participate in selected University events normally being one or two meetings each year. In addition, travel to other University related events such as Alumni Association activities may be paid for at the discretion of the Alumni Association or the University of Nebraska Foundation. It is understood and agreed that President Bounds' spouse may be expected to participate in University activities as the spouse of the President to facilitate the President's ordinary and necessary duties as President. It is further understood and agreed that President Bounds and his spouse are expected to entertain for University functions in the Official

Residence for University related activities. President Bounds shall provide substantiation as may be necessary to establish a University related purpose for such activities.

### **Section 13. Performance Evaluations.**

President Bounds' professional performance as President of the University shall be evaluated annually by a method that is mutually agreeable to the Board and to President Bounds.

### **Section 14. Extension of Term of Employment.**

The term of President Bounds' employment as President (as stated in Section 1 of this Restated Contract) may annually or otherwise be extended for an additional period or periods of time (each a Renewal Term) upon the terms and conditions contained herein or upon such additional or different terms and conditions as may be mutually agreed to by the Board and President Bounds.

### **Section 15. Termination of Employment; Disability or Death.**

(a) Termination for Good Cause. A majority of the members of the Board qualified to serve and vote, may for Good Cause, as hereinafter defined, terminate the employment of President Bounds as President of the University prior to the Term. For the purposes of this Restated Contract, the term "Good Cause" shall mean: (1) gross neglect of duty, (2) insubordination to the Board, or (3) other personal or professional misconduct which substantially interferes with President Bounds' continued performance of his duties as President. The Board shall not act to terminate President Bounds' employment as President for Good Cause, unless the Board shall first give President Bounds written notice of the grounds alleged to constitute such Good Cause for termination of his employment as President, and an opportunity for a due process hearing before the Board with respect thereto. In the event of termination of President Bounds' employment as President for Good Cause, this Restated Contract and all compensation and benefits provided to President Bounds as consideration for his employment as President shall terminate; provided, however, President Bounds' continuous appointment (tenured) as Professor in the College of Education and Human Sciences, and all attendant rights, interests and responsibilities relating to employment in such tenured faculty position and his salary in the amount provided for in Section 16 (b) hereof, will not be affected by such termination and will continue unless the same shall also be terminated for reasons of adequate cause, as provided in Section 4.14.2 of the Bylaws.

(b) Disability or Death. Should President Bounds be unable to perform his duties as President by reason of disability due to illness or accident, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, then, subject to President Bounds' entitlement to six (6) months disability leave with pay, either party may terminate this Restated Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall cease, and each party shall be released and discharged from this Restated Contract without further liability to the other. The foregoing provisions of this section shall not apply to President Bounds' continuous (tenured) appointment as a Professor in the College of Education and

Human Sciences of the University of Nebraska-Lincoln and shall not apply to any liability which the Board may have to President Bounds under the Nebraska Worker's Compensation laws or to any benefits which President Bounds may be entitled to receive under any disability insurance coverage provided in whole or in part by the Board. In the event of the death of President Bounds, this Restated Contract shall terminate at the end of the calendar month in which death occurs. The Board shall be liable to President Bounds' personal representative for any accrued by unpaid compensation, together with any other benefits, which shall be payable to President Bounds' personal representative by reason of his death.

#### **Section 16. Resignation; Leave of Absence.**

(a) Except as provided in subsection (d) below to seek or accept other employment in University or Higher Education administration outside the University, President Bounds may resign from his employment as President during the Term without penalty upon giving the Board at least forty-five (45) days advance written notice of such resignation, in which event this Restated Contract shall terminate on the effective date of resignation. The Board and President Bounds may mutually agree to waive the forty-five (45) day notice of resignation requirement of this section, and upon such mutual waiver, President Bounds' resignation shall take effect in accordance with the said waiver.

(b) If after June 30, 2018, President Bounds shall terminate his employment from the Office of President for a reason other than permanent retirement from employment, termination for good cause under Section 15, or taking another position outside of the University, President Bounds shall be entitled to exercise his rights to a continuous appointment (tenure) as a paid, tenured Professor in the College of Education and Human Sciences, Department of Educational Administration, with pay at a salary equal to the average of the three highest paid faculty members in the College of Education and Human Sciences, together with standard University benefits. Upon President Bounds' termination date of his Presidential appointment for purposes of exercising his right to be "housed" in the College of Education and Human Sciences, and to actively perform the duties of his continuous appointment described above, President Bounds may at his discretion choose to take: (1) a six-month professional development leave at full Base Salary; or (2) a twelve-month professional development leave at one-half Base Salary. If President Bounds serves as President for ten (10) or more years, President Bounds shall be entitled to a professional development leave at full Base Salary for twelve (12) months, subject to the same conditions and restrictions. The purpose of such leave shall be for professional development. In the event President Bounds is physically and mentally able to, but does not, commence his tenured faculty position after the professional development leave, he shall repay the University the salary paid to him during such leave. Except for permanent retirement from employment, termination for good cause, or taking another position outside of the University, such leave shall not be conditioned in any manner upon the circumstances of President Bounds' termination of employment from the Office of President.

## **Section 17. Amendments.**

This Restated Contract may be amended at any time by written instrument duly approved by the Board and accepted by President Bounds; provided, however, no such written instrument shall be required for any changes in President Bounds' Base Salary, as provided herein, or to the fringe benefits of his employment as President, either of which may be accomplished at any time by official action of the Board without the necessity for written modification or amendment hereof.

## **Section 18. Governing Law; Severability.**

This Restated Contract shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Restated Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

## **Section 19. Board Approval and Administrative Provisions.**

(a) The employment contract between President Bounds and the University is subject to approval by vote of the Board of Regents according to the University's policies and procedures, which shall be established by the execution hereof by the signature of the Chair of the Board of Regents, attested by the Corporation Secretary following a vote at a public meeting of the Board of Regents.

(b) This Restated Contract may be executed in any number of separate counterparts including by electronic signature of President Bounds, each of which executed counterparts shall be deemed an original, and all such counterparts shall together constitute one and the same contract.

(c) All notices contemplated in this Restated Contract shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered or certified, and return receipt requested. Until changed by written notice, notices shall be given to the Board of Regents at the following address:

The Board of Regents of the University of Nebraska  
Corporation Secretary  
Varner Hall #132  
3835 Holdrege  
Lincoln, NE 68583-0745

and such notices shall be given to President Bounds at the following address:

President Hank M. Bounds  
9300 Tuscan Court  
Lincoln, NE 68520



**IN WITNESS WHEREOF**, the parties have executed this Restated Contract on the dates indicated below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the Chair of the Board of Regents and by the Corporation Secretary as the duly authorized representatives of the Board of Regents.

ATTEST:

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By: \_\_\_\_\_ By: \_\_\_\_\_  
Corporation Secretary Chair of the Board of Regents

Accepted and agreed by President Bounds on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Hank M. Bounds, President

Hank Bounds Employment Contract Restated April 2018  
Rev. June15, 2018

**UNIVERSITY OF NEBRASKA  
DEFERRED COMPENSATION AGREEMENT**

This DEFERRED COMPENSATION AGREEMENT (the "Agreement"), effective as of April 13, 2015, is made by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a body corporate under the Constitution and statutes of the State of Nebraska (the "Board" or "University"), and **HANK M. BOUNDS** ("President Bounds").

WITNESSETH

WHEREAS, the University is an organization described in Section 501(c)(3) of the Internal Revenue Code ("Code") and, as such, is organized and operated exclusively for charitable and educational purposes; and

WHEREAS, the Board has authorized a deferred compensation program pursuant to Section 457(f) of the Code, to be funded by the University of Nebraska Foundation for Presidents of the University; and

WHEREAS, President Bounds is being hired by the Board to serve as President of the University of Nebraska ("President") on April 13, 2015; and

WHEREAS, the University is unable to provide compensation on a qualitative and comparable basis to President Bounds under its current base compensation policies; and

WHEREAS, the University would suffer loss if President Bounds were to accept another offer of employment, and it is thus ordinary, necessary and reasonable to provide President Bounds with additional compensation on a deferred basis to induce him to serve and continue to serve as President; and

WHEREAS, the parties have entered into an agreement to provide President Bounds with certain deferred compensation benefits, as set forth herein, that shall be in addition to his current compensation and any future increase thereof for merit or cost of living.

NOW, THEREFORE, the University and President Bounds hereby agree as follows:

**Section 1. Credits to Account.** The University shall, during the month of July 2015, credit to a separate account owned by the University, entitled the "President Bounds Deferred Compensation Account" (the "Account"), 11.5 percent of President Bounds' first year base salary as President in effect on July 1, 2015 (the "Initial Credit Amount"), which amount shall be attributable to services to be performed by President Bounds as President during the fiscal year beginning on July 1, 2015 and ending

June 30, 2016. For purposes of this Agreement, "Fiscal Year" shall mean July 1 to June 30. For each subsequent Fiscal Year, if President Bounds continues to serve as President as of July 1 of such Fiscal Year, then the University shall, during the month of July of such Fiscal Year, credit 11.5 percent of President Bounds' annual base salary as President in effect on July 1 of such Fiscal Year (the "Annual Credit Amount") to the Account (subject to the termination provision in Section 3(c) herein). Each credit of the Annual Credit Amount to the Account shall be attributable to services to be performed by President Bounds as President for the Fiscal Year in which the credit is made. Amounts credited to the Account shall be invested by an investment manager as selected by the University from time to time during the existence of the Account. The Account shall be adjusted from time to time, not less than annually, to reflect deemed income received or accrued and deemed gains or losses, if any, realized from investing amounts credited to the Account, and for any investment management fees attributed to such investment. Sums so accumulated or invested shall be held exclusively by and for the benefit of the University, shall be a part of the general assets of the University, subject to the claims of its creditors, and President Bounds shall have no current or future enforceable interest therein except as provided in this Agreement.

**Section 2. Funding Contingencies.** The obligation of the University to credit funds to the Account each Fiscal Year shall be subject to the following contingencies:

(a) **Termination of Employment.** If the employment of President Bounds as President is terminated, whether voluntarily or involuntarily, while this Agreement is in effect, then the University shall credit no additional sums to the Account on and after the date of such termination, other than investment earnings or gains earned through the date of such termination. If the termination is voluntary or involuntary for cause, the University shall retain all of the assets credited to the Account and President Bounds shall have no further claim to any of the assets credited to the Account or the earnings thereon. If the termination is involuntary not for cause, the Account shall be distributed to President Bounds as provided in Section 3(c) herein.

"Termination of Employment" or "Terminates Employment" means the termination of President Bounds' employment with the University for reasons other than death or Disability. Whether a Termination of Employment takes place is determined based on the facts and circumstances surrounding the termination of President Bounds' employment and whether the University and President Bounds intended for President Bounds to provide significant services for the University following such termination. A termination of employment will not be considered a Termination of Employment if President Bounds continues to provide services for the University (whether as an employee or independent contractor) at an annual rate that is 20 percent or more of the services rendered, on average, during

the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period).

President Bounds' employment relationship will be treated as continuing intact while President Bounds is on military leave, sick leave or other bona fide leave of absence if the period of such leave of absence does not exceed 6 months, or if longer, so long as President Bounds' right to reemployment with the University is provided either by statute or by contract. If the period of leave exceeds 6 months and there is no right to reemployment, a Termination of Employment will be deemed to have occurred as of the first date immediately following such 6-month period.

(b) Disability. If President Bounds shall become disabled during the term of this Agreement to an extent that he is no longer able to perform his duties as President, no further sums shall be credited to the Account following the date of termination as a result of disability other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to President Bounds as provided in Section 3(d) herein.

(c) Death. If President Bounds shall die during the term of this Agreement, no further sums shall be credited to the Account following President Bounds' date of death other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to the personal representative of President Bounds' estate as provided in Section 3(e) herein.

**Section 3. Vesting, Distribution**. The Account shall become vested, and shall be distributed to President Bounds, in the following manner:

(a) Vesting/Distribution at End of Fifth Year of Service. If President Bounds shall continue as President through June 30, 2020, 50 percent of all assets credited to the Account by the University through June 30, 2020, including investment earnings attributed on the books of the University thereto through such date, shall vest and shall be distributed, less applicable withholding required by law, to President Bounds in a lump sum on or before July 31, 2020.

(b) Vesting/Distributions After Seventh Year of Service. If President Bounds shall continue as President for a period of two additional full Fiscal Years through June 30, 2022, all remaining assets credited to the Account by the University during such period, including all investment earnings attributed on the books of the University thereto for such period, shall vest as of June 30 of such second Fiscal Year, and shall be distributed (less required withholding) to

President Bounds in a lump sum on or before July 31 following the second such Fiscal Year.

(c) Vesting/Distributions After Seventh Year of Service. If President Bounds shall continue as President for a period of two additional Fiscal Years from and after July 1, 2022, the assets credited to the Account by the University during such period, including all investment earnings attributed on the books and records of the University thereto for such period, shall vest as of June 30 at the end of such second Fiscal Year, and shall be distributed (less required withholding) in a lump sum on or before July 31 following such second Fiscal Year. For example, if President Bounds' service as President extends through June 30, 2024, the assets so credited to the Account through June 30, 2024, including all investment earnings attributed on the books of the University thereto, shall vest on June 30, 2024, and shall be distributed (less required withholding) to President Bounds in a lump sum on or before July 31, 2024. This two-year credit/vesting program shall continue for as long as President Bounds shall continue to serve as President, unless terminated by the Board upon written notice to President Bounds not less than 60 days prior to the beginning of the first Fiscal Year of any such two-year credit/vesting period.

(d) Vesting/Distribution Following Involuntary Termination Not For Cause. If the employment of President Bounds is involuntarily terminated not for cause while this Agreement is in effect, all of the assets credited to the Account at the time of such termination, including all investment earnings attributed on the books of the University thereto, shall be distributed (less required withholding) to President Bounds in a lump sum within 30 days following such date of termination.

(e) Vesting/Distribution Following Disability. In the event that President Bounds becomes disabled to an extent that he is no longer able to perform his duties as President, all of the assets credited to the Account shall vest. If President Bounds is deemed Disabled, as defined in the following sentence, the assets credited to the Account, including all investment earnings attributed on the books of the University thereto, will be distributed (less required withholding) to President Bounds in a lump sum within 30 days following the date of Disability determination. President Bounds will be deemed Disabled if President Bounds: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a

period of not less than three months under an accident and health plan covering employees of the University. Medical determination of Disability may be made by either the Social Security Administration or the University. President Bounds must submit proof to the acceptable to the Board of Disability, including, but not limited to; the Social Security Administration's determination.

(f) Vesting/Distribution Following Death. In the event that President Bounds shall die while this Agreement is in effect, all of the assets credited to the Account at the time of death, including all investment earnings attributed on the books of the University thereto, shall vest and be distributed (less required withholding) to the personal representative of President Bounds' estate in a lump sum within 30 days following President Bounds' date of death.

(g) Vesting/Distribution Following Non-Renewal of Contract. If the employment of President Bounds is terminated based upon the non-renewal of the Contract for reasons other than those described in Section 4(a)-(e) following the initial 5 year vesting period, all of the assets credited to the Account at the time of such termination shall be distributed (less required withholding) to President Bounds in a lump sum within 30 days following such date of termination.

**Section 4. Conditions to Distributions.** Any distributions to President Bounds from the Account are subject to, and contingent upon, the non-occurrence of the following acts or omissions, as determined in good faith by the Board, to wit:

(a) President Bounds shall commit any substantial violation of the rules and regulations of the Board pertaining to his duties as President of the University.

(b) President Bounds shall commit any substantial violation of any rule or regulation of the National Collegiate Athletic Association (or any successor organization) that is applicable to the University and its intercollegiate athletic programs.

(c) President Bounds shall commit any dishonest or fraudulent act or any misappropriation of funds of the University.

(d) President Bounds shall attempt to assign or encumber any benefits or other payments that he may be entitled to receive hereunder prior to the time of actual distribution and receipt.

(e) President Bounds shall be a party to or convicted of any act involving moral turpitude of sufficient magnitude to reflect discredit upon himself or the University.

In the event that President Bounds engages in any one or more of the above specified acts or omissions, then he shall not, in any event, be entitled to receive any benefits from the Account or otherwise, pursuant to this Agreement, and the University shall retain all of the assets therein. President Bounds shall retain all assets previously distributed from the Account.

**Section 5. No Present Rights.** Neither President Bounds, his personal representative, heirs, legatees, distributees, or any other person claiming under him shall have any right to commute, encumber, or otherwise dispose of any right to receive payments hereunder, all of which payments and the rights thereto are expressly declared to be non-assignable. In addition, such rights as herein created shall not be subject to execution, attachment, or similar process. Any attempt to assign, transfer, pledge, or otherwise dispose of any such right, interest, or benefit contrary to the provisions of this Agreement, or the levy of any attachment or similar process thereon, shall be null and void and without effect.

**Section 6. No Discretionary Powers.** President Bounds shall take no part whatsoever in the exercise of discretionary powers that are retained by the University pursuant to this Agreement. The University shall incur no liability to President Bounds for the manner or method in which the assets of the Account are managed or invested.

**Section 7. Intent of Parties.** Anything to the contrary notwithstanding, it is the intention of the parties to this Agreement that the Agreement shall create a contractual obligation to make payments as provided herein. The parties do not intend, and this document should not be construed, to establish any trust for the benefit of President Bounds or to grant him any beneficial interest in the amounts credited to the separate Account established herein until he is entitled to receive payment thereof, nor shall it be construed as an election on the part of President Bounds to defer any current compensation to which he might be otherwise entitled by reason of his current employment by the University.

**Section 8. Miscellaneous Provisions.**

(a) **Entire Agreement, Amendment.** This document constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the parties hereto.

(b) **Captions.** The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said section.

(c) Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs.

(d) Nebraska Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(e) No Acceleration or Delay of Distributions. The time or manner of distribution of amounts deferred under this Agreement may not be changed by amendment or otherwise except in conformity with the requirements of Code Section 409A.

(f) Taxes on Distributions. The University or its paying agent shall withhold any taxes that are required to be withheld from the benefits provided under this Agreement. President Bounds acknowledges that the University's sole liability regarding taxes is to forward any amounts withheld to the appropriate taxing authority(ies). Further, the University or the paying agent shall satisfy all applicable reporting requirements, including those under Section 409A of the Code and regulations thereunder.

(g) Administration of Agreement. This Agreement shall at all times be administered and the provisions of this Agreement shall be interpreted consistent with the requirements of Section 409A and Section 457 of the Code and any and all regulations thereunder, including such regulations as may be promulgated after the date of this Agreement.

(h) Distributions Upon Income Inclusion Under Code Section 457(f). Notwithstanding any provision in this Agreement to the contrary, upon the occurrence of any event that results in President Bounds becoming vested in whole or in part in amounts credited to the Account, as reasonably determined by the Board, the University will permit a lump sum distribution of an amount to pay Federal, state and local income taxes due upon the vesting event, provided that the amount of such payment is not more than an amount equal to the Federal, state, and local income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by President [Last Name] under Code Section 457(f) at the time of the vesting.

(i) Distribution upon Income Inclusion under Code Section 409A Failure. If this Agreement fails to meet the requirements of Code Section 409A and as a result, some portion of the President Bounds' benefit is required to be included in his income, the University will pay President Bounds the amount




required to be included in his income as a result of such failure and noncompliance and the balance in the Account will be reduced accordingly. If the failure to meet the requirements of Code Section 409A is solely caused by an act or omission by the University (without the participation therein by President Bounds) occurring after the date of this agreement, the University agrees to pay President Bounds an amount (the "409A Penalty Tax Reimbursement") that, after withholding for applicable federal and state income taxes, is needed for President Bounds to pay the interest and additional tax described in Code Section 409A(a)(1)(B). The 409A Penalty Tax Reimbursement will not include the ordinary federal and state income tax President Bounds owes due to the inclusion in his income of amounts payable to him pursuant to this Agreement. President Bounds shall notify the General Counsel of the University in writing within 30 days following the date that he has remitted the interest and additional tax described in Code Section 409A(a)(1)(B), showing the amount thereof. If the University is legally obligated to pay the 409A Penalty Tax Reimbursement, the University will pay the 409A Penalty Tax Reimbursement within 60 days following its receipt of such notification.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.


IN WITNESS WHEREOF, President Bounds and the University have executed this Agreement on the respective dates set forth below effective on 1/28, 2015.

**The Board of Regents of the  
University of Nebraska**

1/28/15  
Date

By:   
David E. Lechner, Vice President for  
Business and Finance

1/28/15  
Date

  
Hank M. Bounds, PhD.

TO: The Board of Regents Addendum IX-A-2  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Creation of the Master of Science (MS) degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approval is requested to create the Master of Science degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at UNK

PREVIOUS ACTION: March 31, 2017 – The Board approved the creation of the Bachelor of Science in Health Sciences to be administered by the Office of Health Sciences Programs in the College of Natural and Social Sciences at UNK.

EXPLANATION: The Long-Term Care Management master’s degree provides an interdisciplinary foundation for a career in administration of health care facilities. This entirely online degree utilizes existing online management and health science-related courses. A Long-Term Care Management master’s degree also will be attractive to health practitioners interested in earning a graduate degree to provide opportunities for advancement and to increase their competitiveness in the job market.

The creation of this degree program will allow UNK to help meet the need for long-term care professionals in Nebraska and across the nation. Graduates of the Long-Term Care Management master’s degree will be qualified to step into administrative positions at nursing homes, hospice centers, home-health facilities, assisted-living centers, and veteran’s homes.

The curriculum for this master’s degree (including the prerequisites) was developed to align with the accreditation standards put forth by the National Association of Long Term Care Administrator Boards. Upon approval, UNK will seek accreditation.

This major is comprised entirely of existing coursework; therefore, no additional faculty, staff, or additional facilities will be required. Funds will be needed for a (.25 FTE) director and general operating.

This proposal has been approved by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$11,000 for Year 1; \$55,000 over five years

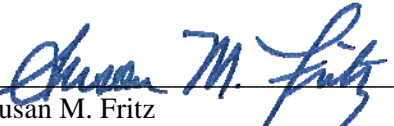
SOURCE OF FUNDS: Tuition and fees

SPONSORS:

Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs

Douglas Kristensen, Chancellor  
University of Nebraska at Kearney

RECOMMENDED:

  
\_\_\_\_\_  
Susan M. Fritz  
Executive Vice President and Provost

DATE:

June 1, 2018

# **Long-Term Care Management**

## **Master of Science Degree**

### **University of Nebraska at Kearney**

#### **Descriptive Information:**

**Name of institution proposing the program:** University of Nebraska at Kearney

**Name of the master's degree proposed:** Long-Term Care Management

**Degree to be awarded graduates of the program:** Master of Science Degree

**Administrative unit for the program:** Health Science Programs

**Proposed delivery site:** University of Nebraska at Kearney campus

**CIP Code:** 51.0999

**Date approved by governing board:** Pending

**Proposed date the program will be initiated:** Upon final approval by CCPE

**Additional faculty/resources necessary to initiate program:** None

**New coursework needed to initiate program:** None – all existing

#### **Description and Purpose of Proposed Program:**

The Long-Term Care Management Master's Degree provides an interdisciplinary foundation for a career in administration for a variety of health-care facilities. This entirely online degree was designed to prepare students for administrative careers in long-term care facilities by utilizing existing online management and health science-related courses that academically prepare students to enter the work force.

The creation of this degree program will allow the University of Nebraska at Kearney to help meet the need for long term care professionals in the state of Nebraska and across the nation. Graduates of the Long-Term Care Management Master's Degree will be qualified to step into an administrative position at a variety of facilities including nursing homes, hospice centers, home-health facilities, assisted-living centers and veteran's homes.

The campus has seen an increase in students that are interested in working in a health-related career, but not in direct patient care or clinical health science professions. For students who are currently majoring in one of the health-care related fields and business students also interested in health-care, this degree will be an ideal fit for those students wanting to pursue a graduate degree that is focused on a non-clinical health-care related administrative career. A Long-Term Care Management Master's degree will also be attractive to current health practitioners interested in earning a graduate degree to provide opportunities for advancement and to increase their competitiveness in the job market. The Masters in Long-Term Care Management will allow a current health practitioner to utilize their workplace skills and couple them with the management skills they will acquire in this degree program. In addition, students in this Master's degree program will have the opportunity to complete an internship program, which will provide valuable experiences in the healthcare industry and serves as a springboard for an administrative career.

#### **Proposed Curriculum:**

As stated above, educational opportunities in health science-related fields are increasing nationwide. The curriculum for this Master's degree (including the prerequisites) was developed to align with the accreditation standards put forth by the National Association of Long term Care Administrator Boards (NAB). Choosing classes based on the accreditation standards ensures that students will receive content required by the accrediting agency and ensure that students who graduate from this program will be ready to pursue a management position in a long-term care facility. In preparation for future accreditation, the

faculty for the Master's in Long-Term Care Management met to participate in a self-study to collectively assess the knowledge and skills covered in their respective classes. Accreditation through NAB will be sought once the program is fully developed. The curriculum is comprised entirely of existing coursework at the University of Nebraska at Kearney.

The curriculum for the Master's in Long-Term Care Management can be found below. Students will begin the program having been admitted with a Bachelor's degree completed. The degree includes 37 credit hours and was designed to ensure that students have the necessary academic background by requiring a list of prerequisites that could be completed during their undergraduate career. Students enrolled in this Master's degree program will take a common core of coursework (**34 credit hours**) that provides them with a solid background in management and health-science related subject matter. Finally, to complete their degree program, students will be required to complete a minimum 300-hour internship (**3 credit hours**). The internship will be flexible in that students will work with the faculty to set up an internship in or near their community, and by doing so, maintain the completely online designation of this degree program. The resulting degree program will produce students with the interdisciplinary background necessary to competitively enter the workforce as a manager of a long-term care facility (i.e., nursing home, home-health facility, hospice, assisted living or veteran's home).

### **Summary of Hours Required for Long-Term Care Management Master's Degree**

#### **Long-Term Care Management Master's Degree Requirements (37 hours)**

##### **Take all of the following:**

ACCT 858: Managerial Accounting Systems - 3 hrs  
MGT 840: Health Care Management I: Managing People Effectively - 3 hours  
MGT 841: Health Care Management II: Managing Processes Effectively –3 hours  
MGT 845: Cultural Responsiveness: Building Clinical and Institutional Trust – 2 hours  
MGT 850: Health Care Delivery: Systems and Policies – 3 hours  
MGT 875: Management Internship – 3 hours  
MGT 890: Leadership & Organizational Behavior – 3 hours  
MGT 892: Strategic Analysis & Decision Making – 3 hours  
PSCI 833: The Politics and Policy of Health Care - 3 hours  
PSY 804: Healthcare Ethics - 2 credit hours  
PSY 840: Health Psychology – 3 hours  
PSY 862: Adult Development and Aging – 3 hours  
SOWK 871: Aging Services – 3 hours

#### **Masters of Long-Term Care Management Admission Criteria**

Admission to the LTCM MS program is based on undergraduate GPA, resume, letter of intent, and letters of recommendation. An applicant interested in pursuing an MS in LTCM should:

1. Meet the requirements for admission set forth by the Office of Graduate Studies and Research,
2. Have prerequisites to include one introductory course in each of the following areas:

- Nutrition
- Psychology
- Sociology
- Statistics
- Accounting
- Abnormal psychology or psychopathology
- Business Law

A course in medical terminology is recommended

3. Have a 3.00 undergraduate GPA. In lieu of meeting GPA requirements, GRE or GMAT scores may be submitted for consideration by the admissions committee,
4. Submit to the Program Director a letter of intent that describes the applicant's interests and goals in obtaining a degree in Long-Term Care Management,
5. Submit a resume,
6. Submit to the Program Director at least two letters of recommendation.

**Plan for Degree Completion:** All classes will be available online. Students will be able to complete the program in 2 years. Please see the 4-semester template below for an example of how students may progress through this major.

**Suggested Sequence of Key Courses:** The following suggested sequence of courses for the Long-Term Care Management Master's degree includes all of the courses required for the degree.

	Fall	Spring
<b>Year 1</b>	<b>ACCT 858</b> <b>MGT 840</b> <b>SOWK 871</b>  <b>9 credits</b>	<b>MGT 841</b> <b>MGMT 845</b> <b>PSY 840</b>  <b>8 credits</b>
<b>Year 2</b>	<b>MGT 850</b> <b>PSY 862</b> <b>PSCI 833</b>  <b>9 credits</b>	<b>MGT 890</b> <b>MGT 892</b> <b>PSY 804</b> <b>MGT 875 – Internship*</b>  <b>11 credits</b>

\* The required number of hours for the degree is 300 direct contact hours but students will be advised that 640 hours are required if they specifically want to pursue an administrative career at a nursing home facility.

**Review Criteria:**

**A. Centrality to Role and Mission of the Institution**

**UNK Mission:** The University of Nebraska at Kearney is a public, residential university committed to be one of the nation's premier undergraduate institutions with excellent graduate education, scholarship, and public service.

**UNK Vision:** UNK will achieve national distinction for a high quality, multidimensional learning environment, engagement with community and public interests, and preparation of students to lead responsible and productive lives in an increasingly diverse, interconnected, interdependent, and technological society.

The Long-Term Care Management Master's Degree meets the mission and vision statements of the University of Nebraska at Kearney by offering the only online Master's degree that specifically prepares students to work in a long term care setting. This furthers the University's mission by offering excellent graduate education that prepares our students to enter into the workforce and meet the needs of our community and state. The mission and vision statements

drive the UNK Strategic Plan and the Long-Term Care Management Master's Degree meets several of those goals. Goal 1 states that each unit will continuously review and improve the curriculum. This major is the result of such a review as we strive to meet the needs and interests of the students, as well as the needs of the healthcare workforce in Nebraska. The second goal of the Strategic Plan is to increase recruitment and support student success. This new Master's degree program will recruit students into a program that meets their career goals and helps them to achieve experience in this field. Finally, Goal 4 states that each academic unit will be good stewards of the resources available to carry out the mission of the institution. The Long-Term Care Management Master's Degree creatively uses existing courses and collaborations with other departments to create a new educational opportunity to better serve the needs of the students. This degree will not require additional University resources but will be a new program for students and a potential recruitment tool.

## **B. Evidence of Need and Demand**

**Job Outlook and Demand:** The increasing need for healthcare workers across the state of Nebraska, and throughout the nation, is significant and continues to increase for both clinical and non-clinical health professions. The need to care for members of our aging population is a significant part of this increased demand. According to the 2016 Population Reference Bureau, the number of Americans ages 65 and older is projected to more than double from 46 million today to over 98 million by 2060. This would bring the 65-and-older age group's share of the total population up approximately 24% from the current 15%. The aging population is expected to generate a 75% increase in the number of older Americans needing nursing home care. This projected increase is reflected in workforce projections by the U.S. Bureau of Labor Statistics that predicts the need for medical and health services managers will increase by 17% over the next decade. Data from the National Center for O\*NET Development indicates that there are currently 2,890 medical and health services managers employed in Nebraska and the number is projected to reach 3,350 by 2024 for an increase of 16%, thus mirroring the national projections by the Bureau of Labor Statistics. In regards to the management of long term care facilities and agencies specifically, the *Top Master's in Healthcare* website projects that jobs in long-term care management may grow by as much as 23%, which would add 73,000 new jobs to the workforce by 2022. Given Nebraska's aging population, it is reasonable to assume that Nebraska's workforce projections for long term care managers would be similar to the national data.

## **C. Required Resources**

### **1. Faculty and Staff Resources**

This major is comprised entirely of existing coursework, therefore, no additional faculty, staff, or additional facilities will be required.

### **2. Physical Facilities**

This program would be housed within existing facilities. All of the coursework would be offered online using existing online teaching resources. There is no need to add facilities to support this proposed program.

### **3. Instructional Equipment and Informational Resources**

No new instructional equipment or informational resources would be necessary for the implementation of this program.

#### **4. Budget Projections**

The Master's in Long-Term Care Management is comprised of existing coursework and will not require additional faculty resources. The internship program will be managed by current Management internship coordinators and will also not require additional resources or funding. The director's stipend and operating expenses are included with this proposal.

In terms of impact and revenue, it is anticipated that this proposed Master's degree program will be attractive to many current health science students and to others that are interested in non-clinical careers. It is estimated that the Long-Term Care Management Master's Degree program will admit up to 5 new students the first year and up to 10 new students within the following year and then up to 20 students each year thereafter. The budget projections for revenues and expenses are attached in Table 1 and Table 2.

#### **D. Avoidance of Unnecessary Duplication and Impact on Other Programs**

Across the state, other colleges and universities do offer courses in healthcare management. Southeast Community College offers an Applied Associates Degree and a Certificate for Long-Term Care Administration. In addition, UNMC has recently received approval for a Master's in Healthcare Administration. Our proposal differs from the UNMC program in important ways. First, this proposal will be the only advanced degree specifically designed for Long-Term Care Management offered in Nebraska. Secondly, this proposal has an emphasis on social sciences and aging which differentiates this degree from a traditional management-focused Master's in Healthcare Administration. This provides a unique opportunity for students to gain an interdisciplinary foundation in management, health policies, health systems, psychology, aging services, healthcare ethics, adult development and aging, health psychology, nutrition and abnormal psychology. And thirdly, the coursework for this proposal is 100% online, making it available to students across the state and beyond. The internship is designed to be completed in or near the student's community. While students do have other avenues for pursuing these professions, this degree program prepares professionals not only in management issues but issues related to understanding the aging population, their needs, and long-term care services.

Due to the interdisciplinary nature of the Master's in Long-Term Care Management Degree, it was developed in consultation and collaboration with the Accounting, Management, Political Science, Psychology, and Social Work departments that would be supplying the courses for the major. Across campus support for this Master's degree program was evident among departments and with an agreement that this focused program will better serve the interests of many graduate students.

#### **E. Consistency with the Comprehensive Statewide Plan for Postsecondary Education**

The proposed Master's degree in Long-Term Care Management is consistent with the Statewide Comprehensive Plan for Postsecondary Education. It aligns with the main goals of the plan by proposing a program that addresses an educational need of the State of Nebraska by fulfilling the need to provide more healthcare administrators in non-clinical roles in the healthcare workforce, specifically to serve an aging population. This program also proposes to efficiently utilize the available resources and to avoid unnecessary duplication of other programs offering similar educational opportunities. It has been designed to meet the defined needs of, not only existing University of Nebraska at Kearney students, but also students from other urban and rural areas, and would do so by utilizing existing staff and resources. Following are specific ways in which the proposed program is consistent with the statewide plan for postsecondary education:



- **Meet the Educational Needs of Students:** This Master's Degree in Long Term Care Management meets the educational needs of students by providing a fully online program that will provide flexibility and full access for students across the state. This degree program honors the commitment to the use of information technology to expand educational opportunities across the state and remove geographic barriers. The program also meets the needs of students by being designed in a way that allows students to complete the degree in a timely manner as a two-year program. In addition, this program will produce skilled graduates with the knowledge and skills to be successful managers in long term care work environments due to the interdisciplinary coursework and the required internship experience.
- **Meet the Needs of the State:** The aging population and the expansion of long term care facilities across the state will create a workforce demand that mirrors the nationwide workforce projections for this field. Through the development of this program, the University of Nebraska is being responsive to a workforce need in our state by creating an educated workforce that will fill the needs of long term care facilities and agencies across our state in both urban and rural areas.
- **Meeting Educational Needs through Partnerships and Collaborations:** The Master's in Long Term Care at UNK will be a highly collaborative program. The curriculum for the program is highly interdisciplinary, combining coursework in management and administration with courses in the social sciences. The Departments at UNK involved in this program will span across colleges and all are fully committed to this collaborative effort. The program will also require collaborations with businesses and local long term care agencies and facilities in communities across the state to develop internship experiences for these students.
- **Statewide Facilities Plan:** This program is offered entirely online and therefore, will not require additional facilities or resources.

## Master's Degree in Long Term Care Management Curriculum

### **Prerequisite Requirements:**

Introductory nutrition  
Introductory psychology  
Introductory sociology  
Introductory statistics  
Introductory accounting  
Abnormal psychology or psychopathology  
A course in medical terminology is recommended

### **Curriculum: Masters – 37 hours**

#### --ACCT 858: Managerial Accounting Systems (3 credits)

An analytical investigation and discussion of the adaptation of financial accounting data for internal management purposes. Focuses will be on four essential aspects of reporting accounting data: cost determination, cost control, performance evaluation, and financial information for planning and special decisions.

#### --MGT 840: Health Care Management: Managing People Effectively - (3 credits)

Health care managers are responsible for getting things done through other people. This course focuses on giving students the tools (theory and practice) to become an effective manager in health care settings. Topics include leadership, ethics, staffing, teamwork, communication, performance management, and effectively managing change in health care organizations.

#### --MGT 841: Health Care Management: Managing Processes Effectively - (3 credits)

Health care managers are responsible for effectively coordinating, planning, and managing business processes. These processes include scheduling, waiting line assessment, quality, budgeting, financial planning and forecasting.

#### --MGT 845: Cultural Responsiveness: Building Clinical and Institutional Trust - (2 credits)

Current and future health care providers will analyze the critical issues of cultural responsiveness and building trust when treating patients from different backgrounds. Students will be mentored in writing a case report that critically assesses cultural responsiveness in the case of an individual patient.

#### --MGT 850: Health Care Delivery: Systems and Policies - (3 credits)

This course is for health sciences students and students interested in health care management. Topics include: 1) the organization, delivery, and financing of health care, 2) the business side of health care including workforce issues, payment systems, and cost control, 3) issues in the health care industry including the effect of government policies, and 4) the opportunity for students to critically evaluate current changes in health care policies in the United States and other countries and the effect of such changes on the quality of patient care.

--MGT 875: Management Internship - (3 credits)

Professional experience and development of the student in a managerial capacity. The internship is an opportunity for the student to integrate what has been learned during program coursework in an applied setting. Objectives, content, duration, expected outcomes and credit hours of the internship will be determined by the MBA Director (or chair of the Management Department) and the Internship Director. One credit hour = 100 clock hours logged within the setting. (We would require 300 hours but students would need 640 hours for licensure as nursing home administrator.)

--MGT 890: Leadership & Organization Behavior - (3 credits)

Focuses on leadership and human behavior in organizations, with emphasis on how group dynamics, decision making, team building, culture, and conflict impact individual and organizational performance.

--MGT 892: Strategic Analysis & Decision-Making - (3 credits)

A course designed to integrate the knowledge acquired in other courses in business administration and to emphasize strategic analysis and decision making. This course is to be taken after 9 hours of MBA core courses are completed. Department Consent required.

--PSY 862 – Adult Development and Aging – (3 credits)

The changes that come with age are addressed. Topics include physical decline, attitudes toward death and dying, and theories of biological psychological and social aging.

--PSY 840 – Health Psychology – (3 credits)

Examines how thoughts, emotions, behaviors, physiology, and culture influence health and well-being. Topics include: physical systems of the body, stress and illness, health-related behaviors, health services, and end-of-life care.

--PSY 804 - Healthcare Ethics - (2 credits)

This course will cover common issues encountered by healthcare practitioners in various research and applied paths. The goal of the course is to introduce students to pertinent ethical issues they are likely to face. The course includes lectures, discussions, journals, and case studies complementing the learning process.

--SOWK 871 - Aging Services - (3 credits)

The common problems of the aged and their families are studied, knowledge of existing services is provided, and student are exposed to the initial theory and practice of delivering services to the aged in both the outpatient and inpatient setting.

--PSCI 833: The Politics and Policy of Health Care - (3 credits)

An examination of current government policies, policy alternatives, and political interests that complicate the development and implementation of health policies in the United States.

## **National Association of Long-Term Care Administrator Boards (NAB)**

### **Accreditation Self-Assessment**

The University of Nebraska at Kearney will seek accreditation for the Master’s Degree in Long-Term Management through the National Association of Long-Term Care Administrator Boards (NAB). To ensure that the proposed program has the potential to meet the accreditation guidelines in the future, the faculty for the Master’s in Long-Term Care Management participated in a self-study to collectively assess the knowledge and skills covered in the respective classes.

A copy of the Self-Assessment Workbook is available upon request and demonstrates that a significant portion of the elements included in the assessment are covered at a grade of “C” (average) or higher. Not every element needs to be covered in the coursework as demonstrated by the following excerpt from the NAB instruction manual, “There is no pre-set grade for NAB accreditation. No program is expected to have all the elements in place. Use this workbook for discussion and feedback on your program's strengths and weaknesses.” For accreditation purposes, it is also acceptable to state that various elements of the assessment are addressed in the extensive internship required for the program. Internship coverage was not graded as part of this assessment because the internships will not be established unless the program is approved. However, it can be assumed that most self-assessment elements will be part of the internship training at some level.

The faculty self-study process included an examination of every accreditation guideline. A letter grade was assigned to each element to indicate the extent to which the element is covered in the coursework in the program. Course abbreviations were used in the self-assessment document and a list of the abbreviations and course titles has been included below as a reference.

#### **Long-Term Care Management Master’s Degree Requirements**

ACCT 858: Managerial Accounting Systems - 3 hrs  
 MGT 840: Health Care Management I: Managing People Effectively - 3 hours  
 MGT 841: Health Care Management II: Managing Processes Effectively –3 hours  
 MGT 845: Cultural Responsiveness: Building Clinical and Institutional Trust – 2 hours  
 MGT 850: Health Care Delivery: Systems and Policies – 3 hours  
 MGT 875: Management Internship – 3 hours  
 MGT 890: Leadership & Organizational Behavior – 3 hours  
 MGT 892: Strategic Analysis & Decision Making – 3 hours  
 PSCI 833: The Politics and Policy of Health Care - 3 hours  
 PSY 804: Healthcare Ethics - 2 credit hours  
 PSY 840: Health Psychology – 3 hours  
 PSY 862: Adult Development and Aging – 3 hours  
 SOWK 871: Aging Services – 3 hours

#### **Prerequisites for the Program:**

Nutrition  
 Psychology  
 Sociology  
 Statistics  
 Accounting  
 Business Law  
 Abnormal psychology or psychopathology  
 A course in medical terminology is recommended

Home Care Assistance of Nebraska (Lincoln)  
6000 Village Drive, Ste. 400  
Lincoln, Nebraska 68516  
T (402) 261-5158 F (402) 261-5215  
HomeCareAssistanceLincoln.com



Home Care Assistance of Nebraska (Omaha)  
13057 W. Center Road, Ste. 10  
Omaha, Nebraska 68144  
T (402) 763-9140 F (402) 504-3235  
HomeCareAssistanceOmaha.com

October 11, 2017

To Whom It May Concern:

I am writing to express my full support for the establishment of a master's degree program in Long Term Care Management at the University of Nebraska – Kearney.

My partners and I have owned Home Care Assistance for over six years. We have offices in both Lincoln and Omaha and believe we are the largest provider of home care services in the state of Nebraska. We provide our clients and their families with professionally managed in-home care that can last for a few days to over 6 years (in our case) as an alternative to facility-based care. We definitely see a need for the specialized training contemplated in the program. Our Care Managers who work directly with our clients and their families to develop and manage the Plan of Care as well as supervise the Care Teams would especially benefit from this level of education.

Older adults with chronic health issues live in a complex and dynamic environment which entails more than traditional medical care to successfully navigate. Our country is in need of more professionals who are well prepared to assist older adults and their families manage their long-term care whether that be in facilities or in their homes.

Once again, I am fully supportive of the proposed master's program in Long Term Care at UNK. Please feel free to contact me at any time for additional comment or clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Nyberg", is written over a light blue horizontal line.

Matt Nyberg  
President

10/2/17

University of Nebraska Kearney  
Attn: Peggy Abels – Director of Health Sciences  
Bruner Hall of Science 170  
2401 11<sup>th</sup> Avenue  
Kearney, NE 68845

***RE: Letter of Support - Online Master's Degree Program in Long Term Care Management***

Dear Peggy,

I currently oversee 19 Good Samaritan Communities throughout the State of Nebraska. Every business has challenges, but the regulatory, staffing, legal, and financial pressures facing long term care providers is extraordinary. Leaders must be well versed in a number of disciplines if they are going to successfully navigate the changing tides of healthcare. In addition to being able to manage the day-to-day operations, successful long term care leaders are able to understand the macro/micro factors that influence their communities. They must be able to develop relationships with key stakeholders (i.e. State/Federal Officials, business leaders, families, staff etc.) to move the business forward and provide a valuable service to the community.

Therefore I believe that the development of an Online Master's Degree Program in Long Term Care Management would help leaders interested in the healthcare field become more equipped to manage the pressures of the industry. Furthermore, the pressures of healthcare delivery continue to be at the forefront of policy makers and it will require leaders of tomorrow to become increasingly savvy and innovative in their collective approach.

Thus, please let this letter serve as my official letter of support for the development of this program.

Respectfully,



Nate Schema  
Regional VP of Operations - Nebraska



## **HOUSING AUTHORITY OF THE CITY OF LEXINGTON**

609 East 3<sup>rd</sup> Street  
Lexington, NE 68850

(308) 324-4633  
(308) 324-4360 FAX

September 22, 2017

Theresa Wadkins  
Psychology Department – Copeland Hall  
2507 11<sup>th</sup> Ave., COPH 320J  
Kearney, NE 68849-5140

To Whom It May Concern:

I have been the Executive Director of the Lexington Housing Authority for the past 34 years with another 12 years previously spent in the same position in other communities. After reading about the proposed curriculum to attain a Masters Degree in Long Term Care Management, I feel it would be a very beneficial degree to have to manage a housing agency that has apartments for the elderly or disabled population, whether it be for independent living, units for frail elderly or units with supportive services connected.

Properties housing the elderly do need to have a manager that is knowledgeable in, not only the business of running the property in a fiscally responsible manner, but also understanding the unique emotional and physical needs of the population being housed. I have gained my education through my years of experience. I do have people ask me what educational degree they should have to do my job. This proposed Long-Term Care Administration Master's Degree which includes business, psychology, ethics, health care and understanding the aging process would certainly be excellent training for the position I currently hold.

I definitely support the idea of creating the above mentioned degree and feel it would be extremely beneficial to students who wish to combine health care and management skills.

Sincerely,

Diane K. Adams P.H.M.  
Executive Director  
Lexington Housing Authority  
Lexington, Nebraska



**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**  
**Master of Science Degree in Long-Term Care Management at UNK**

	FY 2018 Year 1		FY 2019 Year 2		FY 2020 Year 3		FY 2021 Year 4		FY 2022 Year 5		<b>Total</b>
<b>Personnel</b>	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	<b>Cost</b>
Faculty <sup>1</sup>											\$0
Professional <sup>2</sup>	0.25	\$10,000	0.25	\$10,000	0.25	\$10,000	0.25	\$10,000	0.25	\$10,000	\$50,000
Graduate assistants											\$0
Support staff											\$0
Subtotal	0.25	\$10,000	0.25	\$10,000	0.25	\$10,000	0.25	\$10,000	0.25	\$10,000	\$0
<b>Operating</b>											
General Operating <sup>3</sup>		\$1,000		\$1,000		\$1,000		\$1,000		\$1,000	\$5,000
Equipment											\$0
New or renovated space											\$0
Library/Information Resources											\$0
Other		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal		\$1,000		\$1,000		\$1,000		\$1,000		\$1,000	\$5,000
<b>Total Expenses</b>		\$11,000		\$11,000		\$11,000		\$11,000		\$11,000	<b>\$55,000</b>

<sup>1</sup> Current faculty and staff resources are sufficient to support this program.

<sup>2</sup> The expenses include the cost of a .25 FTE Director for the program with an annual cost of \$10,000 per year.

<sup>3</sup> The \$1,000 of general operating costs is to cover marketing, general office supplies and phone costs.



**TABLE 2: REVENUE SOURCES FOR - NEW INSTRUCTIONAL PROGRAM  
Master of Science Degree in Long-Term Care Management at UNK**

	FY 2018 Year 1	FY 2019 Year 2	FY2020 Year 3	FY 2021 Year 4	FY 2022 Year 5	<b>Total</b>
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees <sup>1</sup>	\$31,936	\$95,807	\$191,614	\$255,485	\$255,485	\$830,326
Other Funding						\$0
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b>	<b>\$31,936</b>	<b>\$95,807</b>	<b>\$191,614</b>	<b>\$255,485</b>	<b>\$255,485</b>	<b>\$830,326</b>

<sup>1</sup> Projection is for 5 students the first year, 10 new students the second year and 20 new students each year thereafter. Each of these students would be completing a total of 37 credit hours to complete the program with an average of 18.5 credits per academic year at \$6,387.13 per year. This is based on \$293.00 per credit hour for online tuition and \$52.25 in fees per credit hour. The fees include the following: \$35 Online Course Fee, \$11 Technology Fee and \$6.25 Library Fee. The projection shows the program growing by an additional 20 new students each year and assumes that each student will progress through the program in a traditional manner, completing the degree in 2 years. This is a conservative estimate based on in-state tuition rates, although it is fully expected there will be out-of-state students in this program.

TO: The Board of Regents Addendum IX-A-3

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Establishment of the Department of Cyber Systems and the Merger of Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology, and the dissolution of the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approval is requested to establish the Department of Cyber Systems and merge the Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology, and to dissolve the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK

PREVIOUS ACTION: August 11, 2017 – The Board approved the Bachelor of Science in Cyber Security Operations in the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK.

November 14, 2013 – The renaming of the Department of Computer Science and Information Systems to the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at UNK was approved by Chancellor Kristensen and President Milliken and reported to the Board. (Previously, the Department of Computer Science and Information Systems was part of Kearney State College.)

The Management Information Systems and Information Networking and Telecommunications programs were established prior to modern records of Board approvals.

EXPLANATION: The Management Information Systems (MIS) and Information Networking and Telecommunications (INT) programs in the College of Business and Technology (CBT) in conjunction with the Department of Computer Science and Information Technology (CSIT) in the College of Natural and Social Sciences (CNSS) formally request a merger into one academic department—*Department of Cyber Systems*.

The CSIT Department will be dissolved and all faculty in CSIT, INT and MIS will move to the new department. These programs and departments have similar visions and goals, and CSIT and INT collaborate on the Cyber Security Operations (CSO) major – each unit provides 50% of the courses for the CSO curriculum.

Together, the disciplines housed in the proposed Cyber Systems Department cover the breadth of the core IT pillars, as outlined by industry standards and curricula guidelines from accrediting agencies. Merging the disciplines into a single unit will allow for an on-going assessment of their commonalities likely resulting in more

collaborations. A national search will be conducted to hire a director, and staff and faculty will be added as the new unit's enrollment grows. The new department presents an opportunity for increased enrollment and tuition revenue growth; there are no net savings associated with the merger.

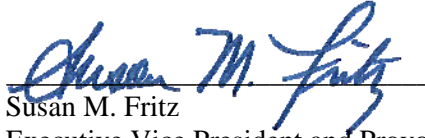
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$153,216 for Year 1; \$1,144,279 over five years

SOURCE OF FUNDS: Tuition and fees

SPONSORS: Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs

Douglas Kristensen, Chancellor  
University of Nebraska at Kearney

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 8, 2018

## **Request for Merger of UNK Information Technology-Related Programs into the Department of Cyber Systems—UNK**

The Management Information Systems (MIS) and Information Networking & Telecommunications (INT) programs in the College of Business and Technology (CBT) alongside the Department of Computer Science and Information Technology (CSIT) in the College of Natural and Social Sciences (CNSS) formally request a merger into one physical department—*Department of Cyber Systems*—to be housed in CBT. The following points (not in order of importance) provide evidence that the programs and department should be combined, to function more collaboratively as one collective group.

### **1. Merged Identity & Department Name**

All programs and departments identified above have similar goals and visions for the future underneath the Cyber Systems umbrella. Currently, this includes the new Cyber Security Operations (CSO) major, in which CSIT and INT each provide 50% of the courses and potential new outlook for curriculum. The future department name, combining all listed entities above, shall be *Department of Cyber Systems*, administratively housed in CBT. The CSIT Department will be dissolved and all faculty in CSIT, INT and MIS will be moved to the new department. Cyber Systems is defined as relating to the culture of computers, information systems, and networking. It is a current recognizable title, fits our mission, is unifying and is potentially unique to Nebraska.

### **2. Combined Operations**

Faculty skill sets, physical facilities, resources and policies all appear to have a merged vision within the Cyber Systems umbrella as well as similar criteria for promotion and tenure, which may include a future variation for juried creative activities (i.e. software or app packages, applied networking & systems packages). This new department has the support of all faculty members. Local industries, which hire many of our students, have included a letter of support.

### **3. Leadership**

Dr. Charles Bicak, Senior Vice Chancellor for Academic Affairs at UNK, in coordination with Interim Dean Peter Longo of NSS and Dean Timothy Burkink of CBT, have arranged for a national search of a chair for the newly merged Cyber Systems Department. The administration has also allocated funds to support the new chair position, which is shown in the budget projection starting in year one of the department.

### **4. Stakeholder Recommendation of Merger**

Both the INT Advisory Council and CSIT Advisory Council have strongly recommended that the INT, MIS programs and CSIT department be merged to avoid confusion among industry partners as well as current and potential students. Currently, industry partners and enrolled students do not fully understand the differentiations between the programs and feel they would be stronger as a combined force.

### **5. Core IT Disciplines & Curriculum**

Together, the disciplines housed in the proposed Cyber Systems Department cover the breadth of the core IT pillars, as outlined by industry standards and curricula guidelines from accrediting agencies. Merging the various disciplines into a single unit will enable a deeper assessment of the commonalities and differences that exist among them, and how they compare and complement each other.

### **6. Recruitment Aspects – STEM & New Students**

The merged department, in the new STEM building in fall 2019, will help UNK articulate the shared identity of the related programs, and the choices available to students, while still allowing each program to maintain its unique identity. With a unified identity, newly recruited students will be able to find their place in one area, rather than in several places scattered across campus through different colleges and departments. The unified identity will also make communicating the different program opportunities much easier for on-campus communications as well as academic advising and admissions. The included budget projection anticipates growth in all Cyber Systems programs, especially in the new CSO program, and in year three it allocates a Systems Administrator and .5 FTE support staff to accommodate such growth in the department. These positions will be funded by the College and University budgets, incremental tuition differential from additional credit hours, and planned NU Foundation support.

Date: February 5, 2018

To: Charlie Bicak, SVCASA

From: The Advisory Council for the University of Nebraska at Kearney Department of Computer Science and Information Technology (the "Council")

RE: Support for the creation of a Department of Cyber Systems

Dear Dr. Bicak:

On behalf of the Council, we fully support and endorse the creation of the Department of Cyber Systems. While there are many academic and administrative advantages to be gained by creating the department, I write on behalf of the Council and advantages to be realized by the business community and the future graduates.

We, the Council, are members of the business community and graduate schools that provide additional insight into the impact graduates have once they leave the University. The successes are remarkable and current graduates have ample opportunities to pursue any career path of their choosing. However, computing technology is one of the most dynamic fields of study offered by the University. Computing topics regularly transition from the obscure to the essential; a trend that is likely to accelerate. Unifying the currently diverse programs will better allow for both the flexibility to offer additional programs, many having the potential of becoming career-essential, and to leverage a resulting concentration of faculty expertise. The establishment of the Department of Cyber Systems will both contribute to the prestige of the University and better serve future graduates with the skills required as computing technology continues to evolve.

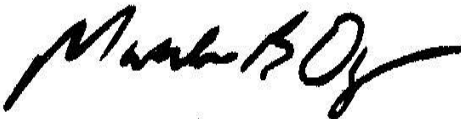
Sincerely,



Scott Weitzel  
Attorney & Council member  
Sheridan Ross



Robert Harbols  
Vice President of Information Technology  
The Buckle, Inc.



Matt Dywer  
Lovell Professor and Chair, CSE  
University of Nebraska at Lincoln



Alejandra Oran  
Vice President of Application Development  
Farm Credit Services of America



Kevin Woolley  
Windows Systems Administrator, Sr.  
Pacific Gas & Electric Company



Jay Powell  
Senior Software Engineer  
The MathWorks

**TO:** Charlie Bicak, SVCASA

**FROM:** Sherri Harms, Chair, Computer Science and Information Technology

**DATE:** January 25, 2018

**RE:** Memo of support to create the Department of Cyber Systems



The faculty in the Department of Computer Science and Information Technology (CSIT) fully endorse the creation of the Department of Cyber Systems (CYS), housed in the College of Business and Technology (CBT). We understand that all programs and resources currently housed in the CSIT Department in the College of Natural and Social Sciences (CNSS) will be housed within this new department. We understand that also housed in the proposed Department of Cyber Systems will be the Management Information Systems (MIS) programs and resources, and the Information Networking and Telecommunication programs and resources. We see this as a positive next step in the evolution of our programs and in the best interest of UNK and the economic development in Greater Nebraska.

The details below are being spelled out in this document for planning purposes for everyone's benefit, as we believe that careful planning is necessary for the success of the new CYS Department.

#### Faculty and Staffing:

- We expect that all four full-time CSIT faculty members will be retained in the proposed CYS Department. We expect also that the two current MIS faculty members and the three current INT faculty members will also be housed in the proposed CYS Department.
- We expect that all current full-time CSIT faculty who have earned rank and tenure in CNSS, will retain their current rank and tenure in the new Cyber Systems Department in CBT.
- The CSIT faculty are confident that the proposed CYS Guidelines for Scholarly Activity policy, once officially approved, will adequately guide the evaluation of scholarly activity in the new CYS Department. As one of the most important national guiding documents for evaluating computer scientists' states, "conference publication is preferred in the field, and computational artifacts - software, chips, etc. - are a tangible means of conveying ideas and insight" ([archive2.cra.org/uploads/documents/resources/bpmemos/tenure\\_review.pdf](http://archive2.cra.org/uploads/documents/resources/bpmemos/tenure_review.pdf)). The proposed CYS guidelines are written as a departmental clarification to the existing CBT guidelines.
- We expect that the tenure and promotion clock for currently untenured CSIT faculty members will remain the same, and the policies that guide this process will be the current CSIT and CNSS policies.
- Once the proposed CYS Guidelines for Scholarly Activity are officially approved and the CYS Department is fully established, we expect that the current CSIT faculty members will have the right to choose to use to the new CYS policy and the CBT Guidelines for Evaluation, Promotion and Tenure policy as guidelines for promotion and tenure applications.

- Once the proposed CYS Guidelines for Scholarly Activity are officially approved and the CYS Department is fully established, the current CSIT faculty members expect to use to the new CYS policy and the CBT Guidelines for Evaluation, Promotion and Tenure policy as guidelines for annual evaluations.
- We expect that the .5 FTE Office Associate for CSIT will retain her current position in the new Cyber Systems Department in CBT.
- We are concerned that the CYS Department will need more than .5 FTE Office Associate to complete all of the required responsibilities. The current CSIT office associate manages the budget, hiring, purchasing, travel, etc. responsibilities for four full-time faculty, 7-10 adjunct faculty, and several student employees each semester. CSIT requires frequent equipment and supply purchases. The office associate responsibilities of the CYS Department will include all of CSIT office associate responsibilities, along with the office associate responsibilities of the MIS and INT programs. Adding the two full-time MIS faculty, three full-time INT faculty more than doubles the number of full-time faculty that she will need to work with and handle their purchasing and travel needs.
- We expect that the .25 FTE office work study position in the CSIT department will be retained and funded as part of the new CYS Department.
- We expect that the CSIT student system administrator positions will be maintained and funded as part of the new CYS Department.
- We expect that funding for the new Cyber Security Operations program student system administrator position will be funded as part of the new CYS Department.
- We expect that the CSIT adjunct and lab assistant positions will be maintained and funded as part of the new CYS Department, and adjusted as needed to meet curricular and course scheduling needs.

#### Budget and Facilities:

- We expect that all current CSIT funding sources and balances will be forwarded to the new Cyber Systems Department in CBT. This includes all CSIT controlled state-aided non-revolving funds, state-aided revolving funds, Programs of Excellence (POE) funds, WBS/grant funds, University of Nebraska Foundation accounts, library funds, eCampus and Online World-wide funds, travel funds, and EPSCoR funds. This also includes the ACM student organization bank account.
- We expect that with the establishment of the new CYS Department, the funding amount that had annually been transferred to the CSIT controlled funding centers to maintain its annual operating budget, will be transferred to similarly designated CYS funding centers. This includes funding for travel, student wages, operating services, faculty and staff salaries and benefits, equipment, supplies, etc.
- We expect that similar and appropriate funds from the MIS and INT programs will also be merged into designated and appropriate CYS funding centers.
- We expect that funding for the new Cyber Security Operations program will be added to the appropriate CYS funding centers. This includes the projected expenses provided with the program's proposal for equipment and a work study student system administrator.
- We expect that all purchasing accounts held by CSIT faculty and staff will be forwarded with them to the new CYS Department. This includes group travel accounts and the ACM student account.

- We expect that the current CSIT classrooms, labs, servers, software, network infrastructure, computers, printers, equipment and supplies will be maintained and funded as part of the new CYS Department.
- We expect that the ownership of all equipment currently used by the CSIT Department but purchased with CNSS funds and included in the CNSS inventory will be transferred for use in the new CYS Department and moved to CBT inventory.
- We expect that the current 3-4 year replacement cycle for CSIT faculty and staff office computers will be maintained in the CYS Department. The computer replacements had been funded by CNSS funds, as the college routinely replaced faculty and staff computers. We expect that CBT will follow a similar replacement cycle for the CYS faculty and staff computers.
- We expect that the 3-4 year replacement cycle for CSIT lab computers will be maintained in the CYS Department. The computer replacements have been funded by UNK tech fees distributed to CNSS. We expect that UNK tech fees will continue to be used to maintain the lab computers in the proposed CYS Department.
- We expect to replace the high-end CSIT server approximately every 7-8 years. The current CSIT server was purchased by CNSS in 2011 for about \$15,000. Given that this server is reaching the end of its life expectancy, we will need a new server as we move to the new CYS Department.

#### Curriculum:

- We expect that all programs housed in the current CSIT Department will be housed in the CYS Department. This includes the following BS major programs: Comprehensive Computer Science, Applied Computer Science, Cyber Security Operations, and Information Technology; the following minor programs: Computer Science, and Information Technology; and the BS – level IT Supplemental Endorsement.
- We expect that the following MIS programs will be housed in the CYS Department: the BS Business Administration Comprehensive - Management Information Systems Emphasis program; the following minor programs: Management Information Systems, MIS Quality Assurance, and Business Intelligence and Business Analytics; and the Software Quality Assurance Certificate program.
- We expect that the BS-level INT major and minor program will be housed in the CYS Department.
- Currently, the CSIT Department maintains 1/3 ownership of the Multimedia BS, BA, and minor programs. We expect that this ownership will be transferred to the proposed CYS Department.
- We expect that initially all CSIT courses will maintain their “CSIT” course designation; all MIS courses will maintain their “MIS” course designation; and all INT courses will maintain their “ITEC” course designation. Once the CYS Department is established, we expect the faculty in the CYS Department to review the curriculum and potentially adjust the course designations as programs and courses are revised to meet the needs of the programs, the university, and the state, while being wise stewards of the departmental budget and resources. We expect some curricular changes could eliminate similar courses that may exist in these programs.
- We expect to continue seeking ABET accreditation for the Comprehensive Computer Science program in 2018, and are confident that CBT and your office will assist with funding



the accreditation process. Thus far, CNSS has assisted with funding the first stage of the accreditation process.

In conclusion, the current CSIT faculty are extremely excited to begin the next chapter as the CSIT Department merges with the MIS and INT programs in the proposed Cyber Systems Department. We believe this to be in the best interest of our programs, our students, and the future of UNK. It has been a pleasure to work with our colleagues in CBT thus far through this the process. We are confident that the challenges that arise through the transition to the Cyber Systems Department in the College of Business and Technology can all be addressed. By delineating our expectations and concerns, we hope to bring to light items to be addressed, to avoid mistakes and misunderstandings in the future.

Thank you.

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
Department of Cyber Systems at UNK**

Personnel	(FY 2019) Year 1		(FY 2020) Year 2		(FY 2021) Year 3		(FY 2022) Year 4		(FY 2023) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Faculty <sup>1</sup>	1	\$153,216	1	\$156,280	1	\$159,406	1	\$162,594	1	\$165,846	\$797,342
Non-teaching staff: Professional <sup>2</sup>					1	\$82,550	1	\$84,201	1	\$85,885	\$252,636
Graduate assistants											\$0
Non-teaching staff: support <sup>3</sup>					0.5	\$19,050	0.5	\$19,431	0.5	\$19,820	\$58,301
Subtotal	1	\$153,216	1	\$156,280	2.5	\$261,006	2.5	\$266,226	2.5	\$271,551	\$1,108,279
<b>Operating</b>											
General Operating <sup>4</sup>				\$2,000		\$3,000		\$3,000		\$3,000	\$11,000
Equipment <sup>5</sup>				\$2,500		\$5,000		\$7,500		\$10,000	\$25,000
New or renovated space											\$0
Library/Information Resources											\$0
Other											\$0
Subtotal		\$0		\$4,500		\$8,000		\$10,500		\$13,000	\$36,000
<b>Total Expenses</b>		\$153,216		\$160,780		\$269,006		\$276,726		\$284,551	<b>\$1,144,279</b>

<sup>1</sup> Includes 2% annual salary increases, a new department chair position in Year 1.

<sup>2</sup> Includes a new full-time System administrator position in Year 3. 2% annual salary increases projected.

<sup>3</sup> The .5 FTE office associate position will be increased to 1.0 FTE in Year 3 to accommodate projected enrollment growth; 2% annual salary increases projected.

<sup>4</sup> Increases for faculty development and travel expenses in Years 2 and 3, reflecting anticipated growth in the number of faculty.

<sup>5</sup> Annual increases of \$2,500 for equipment upgrades.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
Department of Cyber Systems at UNK**

	(FY 2019) Year 1	(FY 2020) Year 2	(FY 2021) Year 3	(FY 2022) Year 4	(FY 2023) Year 5	Total
Reallocation of Existing Funds <sup>1</sup>	\$10,008	\$2,412	\$0	\$0	\$0	\$12,420
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Funds						\$0
Tuition and Fees <sup>2</sup>	\$143,208	\$150,368	\$263,145	\$289,460	\$318,405	\$1,164,586
Differential Tuition <sup>3</sup>		\$8,000	\$8,400	\$8,820	\$9,261	\$34,481
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b>	<b>\$153,216</b>	<b>\$160,780</b>	<b>\$271,545</b>	<b>\$298,280</b>	<b>\$327,666</b>	<b>\$1,211,487</b>

<sup>1</sup> Existing College or Vice Chancellor funding.

<sup>2</sup> Projects 5% annual increase in gross tuition and fees in Year 2 due to enrollment/tuition increases, and increased course offerings with the additional faculty line. A change in base enrollment (30 credit hours/24 students) is projected in Year 3 with a subsequent 10% annual increase projected in Years 4 and 5 as the new building enhances the Cyber Systems program's ability to gain enrollment.

<sup>3</sup> Projecting \$8,000 in new tuition differential and 5% annual increase in tuition differential for Years 2-5.

extra credit hours	18	30
students per course	24	24
tuition	\$192	\$211
fees	\$28.25	\$31.15
	\$95,040	\$174,636
out of state	18	30
students per course	6	6
tuition	\$417.75	\$460.57
fees	\$28.25	\$31.15
	\$48,168	\$88,509
total	\$143,208	\$263,145

TO: The Board of Regents Addendum IX-A-4  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Merger of the College of Fine Arts and Humanities and the College of Natural and Social Sciences to form the College of Arts and Sciences at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approval is requested to merge the College of Fine Arts and Humanities and the College of Natural and Social Sciences to form the College of Arts and Sciences at UNK

PREVIOUS ACTION: March 13, 1992 – The Board approved the proposed Constitutions and Bylaws of the four colleges of the University of Nebraska at Kearney: College of Business and Technology, College of Education, College of Fine Arts and Humanities, and College of Natural and Social Sciences.

EXPLANATION: The request is to merge the College of Fine Arts and Humanities (FAH) and the College of Natural and Social Sciences (NSS) into a College of Arts and Sciences. The formation of the College of Arts and Sciences reaffirms the liberal arts core at UNK as it complements the nationally-recognized professional colleges of Business and Technology and Education. Secondly, many of UNK’s peer institutions have an “arts and sciences” structure, as do UNL and UNO. Not only is there a certain consistency then, across the three undergraduate campuses in the System, but there also are opportunities for enhanced collaboration. Lastly, there is a cost savings with the elimination of a dean, associate dean, and administrative associate positions and a related associate dean stipend; total savings equals \$326,518.

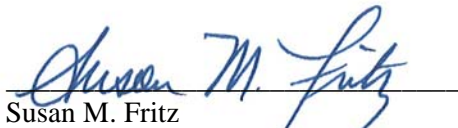
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM SAVINGS: \$326,518 (recurring)

SOURCE OF FUNDS: Not applicable

SPONSORS: Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs

Douglas Kristensen, Chancellor  
University of Nebraska at Kearney

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 1, 2018

**Request for Merger of Two Colleges: University of Nebraska at Kearney  
Colleges of Fine Arts & Humanities and Natural & Social Sciences  
February 14, 2018**

**Introduction**

Faculty in the Colleges of Fine Arts & Humanities (FAH) and Natural & Social Sciences (NSS) and University leaders recommend merger or integration to form a single college; **College of Arts & Sciences**. The merger will be complete beginning on August 13, 2018; the start of the 2018-19 Academic Year.

Following World War II and through the 1960s, UNK (formerly Kearney State Teachers College and Kearney State College) had academic programs operationally housed in seven divisions; 1) Education, 2) Fine Arts, 3) Language & Literature, 4) Health, Physical Education & Recreation, 5) Science & Math, 6) Social Science and 7) Vocational Arts. By the 1970s, four schools were defined; 1) Business & Technology, 2) Education, 3) Fine Arts & Humanities and 4) Natural & Social Sciences. When UNK entered the University System, the Schools were renamed Colleges. In essence, the academic alignment across our campus has not changed nor been closely examined in nearly 50 years.

**Rationale**

The merger of the two colleges is driven by five connected ideas. First, the formation of the **College of Arts & Sciences** reaffirms the liberal arts core at UNK as it complements the sound and nationally recognized professional colleges of Business & Technology and Education. Second, many of our peer institutions have an arts and sciences structure. Third, Both UNL and UNO have Colleges of Arts & Sciences. Not only is there a certain consistency then, across the three undergraduate campuses in the System, but there are opportunities for enhanced collaboration. Fourth, there will be academic benefits with the interaction among current FAH and NSS students and faculty. Fifth, there is a cost savings with the elimination of a dean, associate dean, and administrative associate positions and a related associate dean stipend; total = \$326,518.

The University of Nebraska at Kearney has progressed and expanded from its status as a normal school in the early 20<sup>th</sup> century to a regional state college and currently, a comprehensive university in the NU System. This evolution sets the stage for that next level; integration of the humanities, arts and sciences in a manner that prepares students for an increasingly interconnected world. The formation of the **College of Arts & Sciences** is an opportunity to move to the next level.

The importance and indeed, opportunity for fostering connections across the arts and sciences on the UNK campus has never been greater. While there are differences across the academic areas of inquiry in the existent colleges of FAH and NSS, the similarities are far greater. This is really a global theme that has been of much discussion for many years. C.P. Snow in his 1959

essay, “The Two Cultures and the Scientific Revolution”, promoted a greater integration of the sciences in contemplation of the human condition. Although not without controversy (note F. R. Leavis’ *ad hominen* retort in 1962 to Snow’s suggestion), the refreshing specter of the breakdown of disciplinary silos has been a theme in the academy for over 50 years. Emphasizing differences is important, indeed this is a defining method for identifying an academic discipline. However, our most significant capacious global and local challenges are likely best addressed by investing in understanding similarities. The formation of the **College of Arts & Sciences** at UNK leverages the already significant collaborations across the cultures of inquiry on our campus.

Further, perhaps the single most important contribution of the sciences to the arts may be an authentic embedding of scientific thought within the humanities. In turn, the humanities, along with the visual and performing arts, will infuse scientific thought processes with the context of the human condition.

The formation of the **College of Arts & Sciences** at UNK is the right initiative at the right time for our students, faculty and staff.

### **Merged Identity and College Name**

The **College of Arts & Sciences** will be made up of five departments and two programs in FAH and eleven departments and one program in NSS. See table below.

#### **College of Fine Arts & Humanities**

Art & Design  
 Communication  
 English  
 International Studies\*  
 Modern Languages  
 Music, Theatre & Dance  
 Philosophy\*

#### **College of Natural & Social Sciences**

Biology  
 Chemistry  
 Criminal Justice  
 Geography  
 Health Sciences\*  
 History  
 Mathematics & Statistics  
 Physics & Astronomy  
 Political Science  
 Psychology  
 Social Work  
 Sociology

\*Denotes a program

## Proposed College Structure:

There will be no change in the name or number of departments and programs. The proposed College of Arts & Sciences will include the five departments and two programs originally in FAH and the eleven departments and one program in NSS.

One department in NSS, Computer Science & Information Technology (CSIT) has merged with two programs in the Department of Industrial Technology in the College of Business & Technology. These two are Management Information Systems (MIS) and Information Networking & Telecommunications (INT). This new department is named Cyber Systems and will be housed operationally in the College of Business & Technology. The new department will be physically housed in the new STEM building (the Otto Olsen replacement building).

Two departments in the **College of Arts & Sciences** will also move into the new STEM building; Mathematics & Statistics and Physics & Astronomy. The latter department includes Engineering which articulates in a 2 + 2 or 3 + 2 fashion with the 12 Engineering degree programs in UNL.

## Combined Operations

Four committees were established in September, 2017 to begin the process of combining the two existent colleges; 1) an inaugural Dean's position description committee, 2) a by-laws and constitutions committee, 3) and retention, tenure and promotion committee and 4) a structure and policies committee. Faculty co-chairs, one from each college, led committees with up to 15 faculty members from each college. Each committee submitted a white paper by December 1, 2017. The white papers identified commonalities and differences across the two colleges. Each committee further, identified a path forward to permit combined operations.

## Student Recruitment

The merger will add clarity in the communication to prospective and current students. Each academic department or program retains its special identity. However, the merged nature of arts and sciences sends the message that connections are important and in fact, define the curriculums across the college. Importantly, this message also has greater clarity for prospective partners, stakeholders and employers.

## Timeline: Approval Process

The expectation is for completion of on campus approval by the end the Spring Semester 2018 with Board of Regents approval by the end of the summer 2018.

### **Transition Plan: 2018-19 Academic year**

Upon approval by the Board of Regents, a plan will be implemented for the 2018-19 academic year. We expect to name an interim dean to oversee the transition as the Colleges of FAH and

NSS are merged. The interim dean will serve from July 1, 2018 to June 30, 2019. The work of the four ad hoc merger committees will continue during the 2018-19 academic year on an as needed basis and with the guidance of the interim dean.

Charlie Bicak, Senior Vice Chancellor for Academic and Student Affairs, will accept recommendations for co-chairs and members of the search committee for the inaugural and permanent dean's search. The search will begin at the start of the 2018-19 academic year with the plan for conclusion by the end of the academic year; July 1, 2019.

*Charlie Bicak, SVCASA*

*February 14, 2018*



**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**  
**Merger of the Colleges of Fine Arts and Humanities and Natural and Social Sciences to form**  
**the College of Arts and Sciences at UNK**

	(FY2019) Year 1		(FY2020) Year 2		(FY2021) Year 3		(FY2022) Year 4		(FY2023) Year 5		Total	
<b>Personnel</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>
Administration <sup>1</sup>	2.5	(\$63,758)	1	\$194,271	1	\$197,669	1	\$201,130	1	\$204,648	1	\$733,960
Support staff <sup>2</sup>	1	(\$71,833)									0	(\$71,833)
Subtotal	3.5	(\$135,591)	1	\$194,271	1	\$197,669	1	\$201,130	1	\$204,648	1	\$662,127
<b>Operating</b>												
General Operating												\$0
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other												\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
<b>Total Expenses</b>		(\$135,591)		\$194,271		\$197,669		\$201,130		\$204,648		<b>\$662,127</b>

<sup>1</sup> Savings with elimination of these positions: Dean and Associate Dean for the College of Fine Arts & Humanities. Reallocation of existing funds for salary of Interim Dean for new College of Arts & Sciences (1.75% increase in salary annually).

<sup>2</sup> Savings with elimination of this position: Administrative Associate for the College of Fine Arts and Humanities.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
 Merger of the Colleges of Fine Arts and Humanities and Natural and Social Sciences to form  
 the College of Arts and Sciences at UNK**

	FY(2019) Year 1	(FY2020) Year 2	(FY2021) Year 3	(FY2022) Year 4	(FY2023) Year 5	<b>Total</b>
Reallocation of Existing Funds	\$72,369	\$144,738	\$217,107	\$289,476	\$361,845	\$1,085,535
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds						\$0
Tuition and Fees <sup>1</sup>						\$0
Other Funding						\$0
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b>	<b>\$72,369</b>	<b>\$144,738</b>	<b>\$217,107</b>	<b>\$289,476</b>	<b>\$361,845</b>	<b>\$1,085,535</b>

<sup>1</sup> Tuition analysis is based upon students completing 30 credit hours per academic year at a cost of \$241.23/credit hour (\$191.75/credit hour for 2017-18 in-state tuition plus \$49.48 avg fees/credit hour) at an estimate of 10 new students per year (\$241.23 x 30 credit hours x 10 students = \$72,369 for year one). Anticipated tuition and fee increases are not included in this analysis.

TO: The Board of Regents Addendum IX-A-5

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Moving the Interior Design Program from the recently-renamed Department of Family Studies to the Department of Industrial Technology in the College of Business and Technology at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approval is requested to move the Interior Design Program from the recently-renamed Department of Family Studies to the Department of Industrial Technology in the College of Business and Technology at UNK

PREVIOUS ACTION: June 28, 2018 – The renaming of the Department of Family Studies and Interior Design to the Department of Family Studies in the College of Business and Technology at UNK was approved by Chancellor Kristensen and President Bounds and reported to the Board.

The Interior Design Program was established prior to modern records of Board approvals.

EXPLANATION: The Interior Design program is an excellent fit with the Department of Industrial Technology (ITEC), as there is a common focus on applied, technology-rich programming. The ITEC Department includes programs in Industrial Distribution, Aviation Systems, and Construction Management; Interior Design already shares select curriculum with Construction Management. A fourth ITEC program, Information Networking and Telecommunications, will move to a new UNK information technology department called Cyber Systems, pending Board of Regents approval on June 28, 2018.

This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

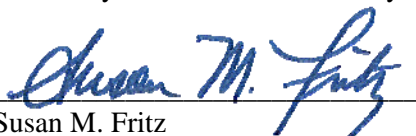
PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSORS: Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs

Douglas Kristensen Chancellor  
University of Nebraska at Kearney

RECOMMENDED:

  
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 1, 2018

## **Request to move the UNK Interior Design Program to the UNK Department of Industrial Technology**

### **1. Request**

The UNK Interior Design program is currently a program in the Department of Family Studies and Interior Design (FSID), in the College of Business and Technology (CBT). This proposal will move the program to the Department of Industrial Technology (ITEC), also in CBT.

### **2. Merged Identity**

The ITEC Department includes programs in Industrial Distribution, Aviation Systems, and Construction Management. A fourth ITEC program, Information Networking and Telecommunications (INT), is moving to a new UNK Information Technology Department called Cyber Systems (separate request pending).

The Interior Design program is an excellent fit with ITEC, as there is a common focus on applied, technology-rich programming. Interior Design already shares select curriculum with Construction Management and students from both programs annually compete together in the National Association of Home Builders student competition. This merger will help capitalize on these synergies between the two programs, though no specific curricular changes are included in this proposal. The Department name, ITEC, will not change.

### **3. Combined Operations**

The Department of ITEC, including Interior Design, will be moving to the UNK Stem building currently under design and set to open by January 2020. Space for Interior Design is allocated in the new building. The Department will be staffed by 11 faculty and 2 administrative associates. This is a typical size for CBT Departments. The support staff will be adequate as the overall Department size will not change, following adding Interior Design and subtracting INT.

### **4. Leadership**

The Interior Design program will be directed by ITEC Chair Jim Vaux and CBT Dean Tim Burkink. A program coordinator will be appointed from the Interior Design faculty to manage the program curriculum committee, program assessment, and accreditation.

### **5. Stakeholder Recommendation of Merger**

The Interior Design Advisory Council and other partnering firms support this proposal because of the natural alignment with Construction Management. There is not as clear alignment with Family Studies.

### **6. Accreditation**

The Association of Technology, Management, and Applied Engineering (ATMAE) accredits the ITEC programs. The Council for Interior Design Accreditation accredits the Interior Design program. This proposal will not affect either accreditation.

### **7. Budget**

Student fees for Interior Design are already allocated to the program and will transfer with the program to ITEC. There are three full-time faculty lines in Interior Design that will move to ITEC. In addition, a prorated share of the current FSID operation budget will be permanently transferred to ITEC, along with any distance tuition differential funds generated by Interior Design. All Foundation accounts dedicated to Interior Design will remain attached to the program. The following table summarizes the anticipated budget transfer to ITEC:

Interior Design Faculty Lines to ITEC	\$181,014
Prorated Share of Operating Budget to ITEC	\$ 10,187
<b>Total</b>	<b>\$191,201</b>

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**  
**Moving of Interior Design Program to Department of Industrial Technology at UNK**

	(FY2019) Year 1		(FY2020) Year 2		(FY2021) Year 3		(FY2022) Year 4		(FY2023) Year 5		Total	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
<b>Personnel</b>												
Faculty											0	\$0
Professional											0	\$0
Graduate assistants											0	\$0
Support staff											0	\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Operating</b>												
General Operating												\$0
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other <sup>1</sup>												\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
<b>Total Expenses</b>		\$0		\$0		\$0		\$0		\$0		\$0

<sup>1</sup> No new faculty, staff, or additional expenses will be required.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
Moving of Interior Design Program to Department of Industrial Technology at UNK**

	FY(2019) Year 1	(FY2020) Year 2	(FY2021) Year 3	(FY2022) Year 4	(FY2023) Year 5	<b>Total</b>
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees						\$0
Other Funding						\$0
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b> <sup>1</sup>	\$0	\$0	\$0	\$0	\$0	\$0

<sup>1</sup> No changes in existing budget; existing funds will be used.

TO: The Board of Regents Addendum IX-A-6  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Creation of the Bachelor of Fine Arts (BFA) in Emerging Media Arts in the Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to create the Bachelor of Fine Arts in Emerging Media Arts in the Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine and Performing Arts at UNL

PREVIOUS ACTION: December 3, 2015 – The Board approved the acceptance of a gift from the Johnny Carson Foundation for UNL to support the Johnny Carson Center for Emerging Media Arts.

June 10, 2005 – The Board approved the renaming of the Department of Theatre Arts to the Johnny Carson School of Theatre and Film at UNL.

November 5, 1999 – The Board approved the renaming of the Department of Theatre Arts and Dance to the Department of Theatre Arts at UNL.

September 14, 1984 – The Board approved the renaming of the Department of Theatre Arts to the Department of Theatre Arts and Dance at UNL.

The UNL Department of Theatre Arts was established prior to modern records of Board approvals.

EXPLANATION: The Bachelor of Fine Arts in Emerging Media Arts (BFA-EMA) is designed to prepare students to build careers, businesses, and enterprises across the intersections of humanities, computer science, engineering, music, fine arts, and other disciplines to meet the future needs of industry.

The BFA-EMA is a program of the new Johnny Carson Center for Emerging Media Arts, which was established with a \$20 million gift from the Johnny Carson Foundation. The gift will enable the creation of this new curriculum, purchase of equipment, renovation of facilities, recruitment of new faculty and staff, and generate a significant increase in student enrollment.

Graduates of the BFA-EMA program will enter the working world prepared to engage emerging media arts offers across an array of professional fields and be able to leverage new technologies as they develop. Additionally, BFA-EMA students will graduate as creative leaders with skills in collaboration, entrepreneurship, design, and computational processes. This will allow them to chart career paths in a broad range of professions beyond traditional film, television, game design, and entertainment.

This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

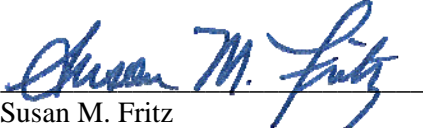
PROGRAM COST: \$1,468,047 for Year 1; \$7,271,969 over five years

SOURCE OF FUNDS: Hixson-Lied Endowment; Carson Center Endowments; and reallocated resources from the University and/or College

SPONSORS: Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

RECOMMENDED:

  
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 1, 2018



# University of Nebraska-Lincoln

## New Undergraduate Major or Degree

### I. Descriptive Information

<b>Name of Institution Proposing New Major or Degree</b>
University of Nebraska-Lincoln
<b>Name of Proposed Major or Degree</b>
Emerging Media Arts
<b>Degree to be Awarded to Graduates of the Major</b>
Bachelor of Fine Arts
<b>Other Majors or Degrees Offered in this Field by Institution</b>
None
<b>CIP Code</b> <i>[IRADS can help with CIP codes or browse here: <a href="http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55">http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55</a>]</i>
50.0102 Digital Arts
<b>Administrative Units for the Major or Degree</b>
Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine & Performing Arts
<b>Proposed Delivery Site</b>
University of Nebraska-Lincoln City Campus
<b>Program will be Offered</b> <i>[full program, not individual courses]</i>
<input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance)
<b>Date Approved by the Governing Board</b>
<i>[leave blank]</i>
<b>Proposed Date the New Major or Degree will be Initiated</b>
Fall 2019

### II. Details

#### A. Purpose of the Proposed Major or Degree:

The most exciting developments in film and the emerging media arts today reside at the boundaries, where storytelling intersects with science, the humanities, computer science, engineering, music, fine arts, and other disciplines. The Bachelor of Fine Arts in Emerging Media Arts (BFA-EMA) is designed to prepare students to build careers, businesses and enterprises across these intersections and meet the future needs of industry.

Storytelling is a universal human experience and a powerful means for people to engage their imaginations, formulate values, and communicate. It has always been at the heart of theatre, film and television, and in the

21<sup>st</sup> century, the explosion of emerging media technologies, including but not limited to virtual and augmented reality, data visualization, artificial intelligence, and the Internet of Things – are redefining how people tell stories. These technologies have already had a profound effect on the production and business of entertainment and many other industries. More importantly, practitioners of emerging media arts are increasingly in demand by industry and education in ways not traditionally considered entertainment.

The BFA-EMA fuses the principles of great storytelling with emerging media technologies, and focuses on the use of computer visualization, human centered design, coding, data, the Internet of Things, artificial intelligence, virtualization, augmentation, ambient and ubiquitous computing, entrepreneurial thinking, and all that is emerging, to explore new frontiers in media art forms and production processes.

Students in the BFA-EMA will master the techniques of interactive and multidisciplinary narrative-driven creativity, development and execution in both traditional and emerging media.

Graduates of the BFA-EMA program will enter the working world prepared to recognize the potential that emerging media arts offers across an array of professional fields and be able to discern and exploit new technologies as they develop. Additionally, BFA-EMA students will graduate as creative thought leaders with transdisciplinary skills in collaboration, entrepreneurship, design, and computational processes. This will allow them to chart career paths in a range of professions beyond traditional film, television, and game design, and beyond the screens of entertainment.

## **B. Description of the Proposed Major or Degree:**

The BFA-EMA is a program of the new Johnny Carson Center for Emerging Media Arts, which was established with a \$20 million gift from the Johnny Carson Foundation. This gift will enable the creation of this new curriculum, purchase of new equipment, renovation of facilities, recruitment of new faculty and staff, and a significant increase in student enrollment. The Center resides within the Johnny Carson School of Theatre and Film, part of the Hixson-Lied College of Fine and Performing Arts, which will confer the degree. By Fall 2019 the Carson Center will make its home in a state-of-the-art facility located in the former Nebraska Bookstore.

### ***Student Learning Outcomes***

BFA-EMA students will:

- Be fluent in the techniques and technologies of digital art and design, interactive and immersive media, cinematic media, and storytelling.
- Demonstrate familiarity with computation and creative coding and its application to the creation of emerging media art forms.
- Understand and apply the core concepts of storytelling across traditional and emerging media arts platforms.
- Through project-based learning, develop an understanding of goal-centric collaboration and creative development.
- Understand and apply best practices in emerging media production workflows.
- Have a working knowledge of entrepreneurial practices applicable to emerging media business model development.
- Expand their knowledge in disciplines beyond emerging media arts and understand how emerging media arts can be applied to storytelling in these disciplines.
- Demonstrate an awareness of how emerging media arts and storytelling can affect and be affected by perceptions of gender, race, ethnicity, sexual orientation, and other forms of diversity.

- Demonstrate an understanding of professional ethical principles and the application of these principles to emerging media arts.

### ***Admission criteria***

Requirements for admission to the Hixson-Lied College of Fine and Performing Arts are consistent with admission standards for the University of Nebraska-Lincoln, but one of the following performance standards must be met:

- **New Freshmen:** Minimum ACT 20 (composite), minimum SAT 950 (combined Critical Reading and Math), or rank in top half of high school graduating class.
- **Transfer and Readmit Students:** Completed twelve or more semester credits from a postsecondary institution with a minimum cumulative GPA 2.0 and GPA 2.0 during the last semester of record at the time of application. (BFA-EMA students will need a minimum cumulative GPA 3.0 and GPA 3.0 during the last semester of record at the time of application.)
- **International Students:** Minimum TOEFL 70 (Internet) or 523 (paper)

### **Additional Admission Requirements:**

EMA-BFA Applicants will also be required to submit the following:

- Essay outlining their mission (approximately 750 words).
- Submit a résumé detailing:
  1. Paid employment and volunteer work,
  2. Their creative work across any medium, including video, audio, film, theatre, art, web, mobile apps, computer coding, poetry, etc,
  3. Clubs, organizations, extra-curricular activities, band, music and other creative work,
  4. Computer software training or familiarity,
  5. Special recognitions, honors and awards, and
  6. Other relevant information.
- Three references (names and email addresses). No more than two should be from a high school or college instructor.
- Transfer students submit electronic photocopies of college transcripts.
- Provide three examples of creative work. This work can be: computer code, writing, poetry, artwork, photography, musical recordings, acting, video or film projects, web design, games, animation, 3D modeling, character design, etc. Writing samples should be no more than five pages. Video/film samples should be no more than two minutes in length (for each submitted example).

These additional requirements mirror the current requirements for admission to the Film & New Media program in the Johnny Carson School of Theatre & Film. The College is working with the Office of Admissions to find ways to streamline receiving and reviewing of this material and will continue to consider the specific role each piece will have in the review process.

### ***Course requirements***

The BFA-EMA program will include core courses, two required emphases, an interdisciplinary concentration, electives, and general education (ACE) courses:

Major requirements		81
Core	48	
Emphasis 1	12	
Emphasis 2	12	
Interdisciplinary Concentration	9	
Electives		9
ACE		30
	(up to 18 credits of the ACE requirements may be satisfied by major requirements; this would increase the number of elective credits)	
<b>Total in Degree</b>		<b>120</b>

### Core courses

The core of the BFA-EMA emphasizes experiential and project-based learning, through studio and laboratory experiences, with close faculty mentoring. Students will learn a foundational knowledge of storytelling, visual expression, technologies and computation, while gaining an understanding of the historical and ethical context of emerging media arts.

A crucial part of the core is IGNITE, a weekly mandatory colloquium for all BFA-EMA students, which will involve guest lectures, workshops and seminars around Creative Development (aesthetics, design, skills, process, playtesting, critique, analysis, project management, producing, storytelling, etc.) and Professional Development (strengths, IP, branding, entrepreneurship, pitching, resumes, portfolios, mental and personal health, industry overview, ongoing professional development opportunities, etc.). Students will participate in IGNITE each semester of their degree.

#### *First-year core courses:*

- **Story Lab** (2 semesters) – This course examines the fundamentals of narrative story forms in traditional and emerging media. Students will actively develop projects that can be translated into meaningful story worlds by designing for different media and considering how the audience will interact with the work in its final form. This includes learning to critically reflect upon the social and cultural forces affecting the stories they want to tell. Students will learn how to pitch their ideas and how to develop them; how to create stories that get richer by having their audiences participate in them; and how to empathize with and design for their audience/participants.
- **Visual Expression Studio** (2 semesters) – Students will use traditional and digital imaging methods to explore the conceptual, aesthetic, and formal qualities that inform how ideas and impressions are expressed on a two-dimensional plane and in three-dimensional space. They will learn how meaning is constructed and communicated through visual images. The elements of visual expression that will be covered include the fundamentals of components (color theory, form, texture, image, etc.), composition and concept. Students will also learn how moving images are designed, framed, shot and edited. They will explore virtual and augmented worlds and be introduced to the virtual production process of ideation, prototyping, creating, finishing and distribution. The Visual Expression studio will occasionally come together with the Story Lab to engage in world-building, reading, writing and making in diverse teams in a way that is essential to the creative work of emerging media artists in every discipline.
- **Computation and Media Studio** (2 semesters) – In this year-long laboratory of exploration, students will develop a diverse digital toolkit as they learn the fundamentals of human computer interaction, computer programming, Arduino, digital modelling, fabrication, electronics, web languages, and the

manipulation of images, audio and the web. Unlike traditional computer science courses, students will learn these skills within the context of the emerging media arts.

- **Games, Play and Performance** – This course introduces students to core skills in improvised theatre, interactive design and game mechanics, including conceptualizing interactive systems, playtesting and an iterative design process that ensures meaningful experiences for users. Interactivity is a participatory art form, and this course introduces students to audience / participant centric design methodology. Improvised theater is one of the best ways for people to learn how to creatively collaborate with each other. Creating a culture of “Yes, and”, students learn the fundamental rules of improvisation: 1) Be fun to play with; 2) Serve the story; 3) Make your partner look good. Students will learn how to share ideas, space, credit and more. This course will help students develop strategies for creating trust, foster a full awareness and control of their inner resources, and expand their imagination.
- **Ethics of Emerging Media Arts** – This course will help students apply critical thinking to the ethical issues of emerging media arts.

*Second-year core courses:*

- **From Greeks to Geeks** – A critical history of emerging media studies.
- **Sound Lab** – This course explores sound design for emerging media arts across all platforms and experiences. Students will also explore the use of sound in physical installations and the application of sound to sonify data sets. Students will improve their listening skills, and increase their awareness of our aural experience and sonic environment. Students will be able to communicate and conceptualize with sound.
- **Entrepreneurship** – Students will be introduced to the fundamentals of entrepreneurship and business creation through an existing course offered by the Business College.
- **World Ready** – Students will learn about the Emerging Media Arts industries and how they work. They will learn the business models and economics of emerging media arts and speculate what they could be in the future – internet based streaming, virtual and augmented reality, mobile apps, blockchain technologies, etc. Students themselves will become world-ready – creating their own digital design portfolios and digital brand. Students will also learn about leadership, conflict management, decision-making models, organizational change, and inclusivity.

*Third-year core courses:*

- **Innovation Studio** (2 semesters) – Students will actively apply their growing skillset through this team-taught theme-based course. Each year, faculty, students and industry partners will collaborate to select a unifying idea or theme and conduct a series of projects, readings, and field trips that relate to this theme. This offers students opportunities to consider and address problems – theoretical, conceptual and practical. This depth enables students to apply theories and methods as they learn to synthesize knowledge into advanced reasoning and, eventually, emerging media arts practices that align work across media and methods. The Innovation Studio will engage with industry using customized models to best suit the pedagogical and training needs of a given theme and student group.

*Fourth-year core courses:*

- **Capstone** (2 semesters) – In the year-long capstone experience, students will develop a team, create, organize, prototype, and complete a fully realized work ready for distribution via appropriate media. In some cases, BFA-EMA candidates may work directly with student colleagues participating in Engineering Design Studio, Computer Science, or the Raikes Studio. The capstone project will ensure that the student develops autonomy - through a project based thesis, in which they imagine, pitch, budget, execute, and deliver a project, as an individual or group, meeting deadlines, demonstrating breadth and depth, interdisciplinary thinking, communication skills, professionalism, and mastery of emerging media arts.

## Emphases

In the second year, BFA-EMA students will select two emphases (undergraduate specialty areas). Each emphasis consists of a minimum of four courses, which can be augmented by electives. Available emphases are:

- **Experience Design:** the design of projects and/or productions that synthesize virtual and real-life experiences that engage with the audience/participants with a story in a physical way.
- **Immersive + Interactive Media:** interactive and immersive media such as games, virtual and augmented realities; interactive and immersive environments and the Internet of Things.
- **Cinematic Arts:** film production.
- **Story:** writing for emerging media arts.
- **Virtual Production:** the production and manipulation of digital assets that can be used across all digital platforms.
- **Sensory Media:** physical computing, wearables, human computer interaction, hardware and software.
- **Data + Art:** machine learning, artificial intelligence, computer vision and data visualization for artists.
- **Sonic Arts:** explore the processes and products of digital sound and music.

## Interdisciplinary concentration

Storytelling is at the heart of the Johnny Carson Center for Emerging Media Arts, and in order for students to be authentic storytellers, they need to write from things they know about and from real life, not merely create facsimiles from stories they've read, seen, heard, or played before. To this end, students will be required to take at least three courses in a discipline outside of the BFA-EMA.

This interdisciplinary concentration has multiple intentions:

- a) To help students develop a coherent understanding of a subject outside of emerging media arts, that will ultimately inform the nature of the creative projects they develop as part of their capstone, and the stories that they tell;
- b) To expand the student's ability to collaborate and work across disciplines, and to become better storytellers across multiple disciplines; and
- c) To expose students to the application of emerging media (technology) and media arts (creativity) to industries, disciplines and startup opportunities outside of emerging media arts.

This interdisciplinary concentration recognizes that media is an industry building industry, and emerging media (technology) and media arts (creativity) are part of every industry. It recognizes that for the Carson Center to contribute to the economic development of Nebraska, its students must be able to work in or build businesses in ecosystems outside of traditional entertainment industries. The interdisciplinary concentration advances the Carson Center's mission to contribute a fresh social vision for our world and the goal that students approach knowledge creatively.

Carson Center faculty will pre-define a number of interdisciplinary concentrations that students may choose from, but students will also be given the option to work with their advisors to develop a customized concentration. Some examples of concentrations might include:

**Ethnic Studies:**

ETHN 100 Introduction to Ethnic Studies  
ETHN 200 Introduction to African American Studies  
ETHN 201 Introduction to Native American Studies

**Energy Science:**

ENSC 110 Energy in Perspective  
ENSC 220 Introduction to Energy Systems  
ENSC 230 Energy and the Environment

**Human Rights:**

ANTH 476 Human Rights, Environment, and Development  
POLS 362 Globalization, Human Rights and Diversity  
POLS 470 International Human Rights

It will be important for the three courses to represent some focus in a field that the student will then use as part of the basis for storytelling in their final capstone project.

**Electives and ACE courses**

Electives offer BFA-EMA students the opportunity to take more emerging media arts courses beyond the requirements or to broaden their interdisciplinary knowledge by taking courses outside the major, including the possibility of a minor.

ACE (Achievement Centered Education) courses are the required general education credits in every Nebraska degree, normally 30 credits. Several of the new BFA-EMA courses are designed to satisfy ACE requirements, leaving the students with only 12 additional ACE credits to take.

**Grade Rules**

**C- and D Grades**

The College will accept no more than 15 semester hours of D grades from schools outside of the University of Nebraska system.

Grades lower than C earned at UNL or transferred from other schools cannot be applied toward requirements in a major – including required emphases – but may be applied toward total hours.

**Pass/No Pass**

University regulations for the Pass/No Pass privilege state: The Pass/No Pass option is designed to be used by a student seeking to expand his/her intellectual horizons by taking courses in areas where he/she may have minimum preparation without adversely affecting his/her grade point average.

1. Neither the P nor the N grade contribute to a student's GPA
2. P is interpreted to mean C or above. Some professional education courses require a C+ or above.
3. A change to or from Pass/No Pass may be made until mid-term (1/2 of the course.) This date coincides with the final date to drop a course without the instructor's approval.
4. The Pass/No Pass or grade registration cannot conflict with the professor's, department's, college, or University policy governing grading option.
5. Prior to the mid-term deadline, changing to or from the Pass/No Pass requires using the MyRED system to change the grading option or filing a Drop/Add form with the Office of the University Registrar, 107 Canfield Administration Building. After the mid-term deadline, a student registered for Pass/No Pass cannot change to a grade registration unless the Pass/No Pass registration is in conflict with a professor's, department's, college, or University policy governing Pass/No Pass.
6. The Pass/No Pass grading option cannot be used for the removal of C- or D or F grades.

Pass/no pass privileges in the Hixson-Lied College of Fine and Performing Arts are extended to students according to the following additional regulations:

1. Pass/no pass hours can count toward fulfillment of ACE requirements up to the 24-hour maximum.
2. Freshmen and sophomores may enroll for no more than 6 hours of Pass/No Pass work per semester.
3. Students may not elect to take courses on a Pass/No Pass basis to fulfill degree requirements in the major. Departments may allow up to 6 hours of Pass/No Pass to be taken in the minor offered by the Hixson-Lied College of Fine and Performing Arts.
4. Departments may specify that certain courses can be taken only on a Pass/No Pass basis.
5. The College will permit no more than a total of 24 semester hours of Pass/No Pass grades to be applied toward degree requirements. This total includes all “pass” grades earned at UNL and other schools.

Individual departments vary in their policies regarding Pass/No Pass hours as applied to the major and minor. Consult the individual departmental listings for these policies. Students who wish to apply Pass/No Pass hours to their major and minor(s) must obtain approval on a form that is available in the Dean’s Office, 102 Woods Art Building.

**List of courses**

Course number	Course title	Cr	Status
<b>Core</b>			
EMAR 99	IGNITE (8 semesters)	0	New
EMAR 110	The Story Lab I (ACE 1)	3	New
EMAR 111	The Story Lab II	3	New
EMAR 120	Games, Play & Performance	3	New
EMAR 140	Visual Expression Studio I (ACE 2)	3	New
EMAR 141	Visual Expression Studio II	3	New
EMAR 160	Computation & Media Studio I (ACE 3)	3	New
EMAR 161	Computation & Media Studio II	3	New
EMAR 220	From Greeks to Geeks	3	New
EMAR 230	World Ready	3	New
EMAR 251	Sound Lab	3	New
EMAR 393	Innovation Studio I	3	New
EMAR 394	Innovation Studio II	3	New
EMAR 470	Capstone I	3	Existing
EMAR 471	Capstone II	3	New
PHIL XXX	Ethical Principles of Emerging Media Arts (ACE 8)	3	New
ENTR 121	Introduction to Entrepreneurial Management (ACE 6)	3	Existing
	<b>Core total</b>	<b>48</b>	
<b>Emphases (Students complete 2 emphases)</b>			
<b>Experience Design</b>			
EMAR 342	Meaningful Interaction	3	New
EMAR 443	Themed Entertainment	3	New



EMAR 345	Smart Environments	3	New
EMAR 444	Extended Theatre	3	New
<b>Immersive + Interactive Media</b>			
EMAR 343	Web & Mobile System Design	3	New
EMAR 342	Meaningful Interactions	3	New
EMAR 440	Creating Virtual Worlds	3	New
EMAR 442	Creating Augmented Worlds	3	New
<b>Cinematic Arts</b>			
EMAR 482	Film Production I	3	Existing
EMAR 489	Film Production II	3	Existing
EMAR 311	Narrative Storytelling	3	New
ENGL	[choose from film studies course list]	3	Existing
<b>Story</b>			
EMAR 311	Narrative Storytelling	3	New
EMAR 341	Storyworlds	3	New
EMAR 342	Meaningful Interactions	3	New
ENGL 252	Introduction to Fiction Writing	3	New
<b>Sensory Media</b>			
ECEN 121	Introduction to Electrical Engineering I	3	Existing
ECEN 211	Elements of Electrical Engineering I	3	Existing
ECEN 498	Special Topics in Electrical Engineering IV	6	Existing
<b>Virtual Production</b>			
EMAR 282	Digital Modelling I	3	Existing
EMAR 382	Digital Modelling II	3	New
EMAR 283	Digital Rigging and Motion I	3	New
EMAR 383	Digital Rigging and Motion II	3	New
<b>Sonic Arts</b>			
EMAR 360	Sonic Media I	3	New
EMAR 464	Sonic Media II	3	New
EMAR 463	Spatial and Interactive Sound	3	New
EMAR 345	Smart Environments	3	New
<b>Data + Art</b>			
EMAR 349	Machine Intelligence for Artists	3	New

EMAR 348	Data Visualization	3	New
EMAR 445	Creative Machines	3	New
EMAR 345	Smart Environments	3	New
	<b>Emphases total</b>	<b>24</b>	
Interdisciplinary Concentration			
3 courses chosen from a discipline outside of Emerging Media Arts		9	Existing
Electives			
Elective courses in emerging media arts or other discipline		27	
ACE			
ACE 1	EMAR 110 Story Lab I (from core)	3	New
ACE 2	EMAR 140 Visual Expression Studio I (from core)	3	New
ACE 3	EMAR 160 Computation & Media Studio I (from core)	3	New
ACE 4	Sciences course	3	Existing
ACE 5	Humanities course	3	Existing
ACE 6	ENTR 121 Introduction to Entrepreneurial Management (from core)	3	New
ACE 7	Arts course	3	Existing
ACE 8	PHIL XXX Ethical Principles of Emerging Media Arts (from core)	3	New
ACE 9	Diversity course	3	Existing
ACE 10	EMAR 470 Capstone I (from core)	3	New
	<b>ACE total</b>	<b>30</b>	

### Sample 4-year plan

TERM 1	15 CR
<b>Required Core</b>	
Complete EMAR 99, EMAR 110, EMAR 140, EMAR 160, and EMAR 120	12
<b>ACE 5 Humanities</b>	
Complete 1 from ACE 5	3
TERM 2	15 CR
<b>Required Core</b>	
Complete EMAR 99, EMAR 111, EMAR 141, EMAR 161, and PHIL XXX	12
<b>ACE 4 Sciences</b>	
Complete 1 from ACE 4	3
TERM 3	15 CR
<b>Required Core</b>	
Complete EMAR 99, EMAR 220, and EMAR 251	6

<b>Emphases</b>	
Complete 1 from each of 2 emphases	6
<b>Interdisciplinary Concentration</b>	
Complete 1 from interdisciplinary concentration	3
<b>TERM 4</b>	<b>15 CR</b>
<b>Required Core</b>	
Complete EMAR 99, EMAR 230, ENTR 121	6
<b>Emphases</b>	
Complete 1 from each of 2 emphases	6
<b>ACE 7: Arts</b>	
Complete 1 from ACE 7	3
<b>TERM 5</b>	<b>15 CR</b>
<b>Required Core</b>	
Complete EMAR 99 and EMAR 393	3
<b>Emphases</b>	
Complete 1 from each of 2 emphases	6
<b>Interdisciplinary Concentration</b>	
Complete 1 from interdisciplinary concentration	3
ACE 9: Diversity	
Complete 1 from ACE 9	3
<b>TERM 6</b>	<b>15 CR</b>
<b>Required Core</b>	
Complete EMAR 99 and EMAR 394	3
<b>Emphases</b>	
Complete 1 from each of 2 emphases	6
<b>Interdisciplinary Concentration</b>	
Complete 1 from interdisciplinary concentration	3
<b>Electives</b>	
Complete any course	3
<b>TERM 7</b>	<b>15 CR</b>
<b>Required Core</b>	
Complete EMAR 99 and EMAR 470	3
<b>Electives</b>	
Complete any courses	12
<b>TERM 8</b>	<b>15 CR</b>
<b>Required Core</b>	
Complete EMAR 99 and EMAR 471	3
<b>Electives</b>	
Complete any courses	12

## ***Course Descriptions***

### ***EMAR 342 Meaningful Interaction***

Introduction to how humans interpret visual, tactile and auditory phenomena, and how these perceptions inform their actions in both the physical and digital worlds. Students will learn the principles and foundations of game design, and a range of game types, interfaces and experiences (be they digital, physical, aural, visual or haptic), that get people to take the action you intended them to take.

### ***EMAR 345 Smart Environments***

*Introduction to smart environments and the Internet of Things, sensors, smart lighting, smart sound, geospatial projection mapping.*

### ***EMAR 443 Themed Entertainment***

The fundamentals of design, technology, and process for the creation of themed experiences and story-centric place-making.

### ***EMAR 444 Extended Theatre***

Explores how emerging media arts can expand upon the traditional theatrical relationships in new and culturally relevant ways. A collaboration and integration of design, emerging media arts and storytelling.

### ***EMAR 343 Web & Mobile System Design***

Creating mobile and fully cross-platform web apps, including chat bots, apps for voice assistants, and web-based VR.

### ***EMAR 440 Building Virtual Worlds***

Learn concept development, prototyping, design and production of interactive VR experiences.

### ***EMAR 442 Building Augmented Worlds***

Learn concept development, prototyping, design and production of augmented reality and holographic experiences.

### ***EMAR 428 Film Production I***

Introduction to the tools and aesthetics of the moving image. Students become familiar with fundamentals of digital cinema cameras, lenses, lighting and editing. Working in small groups, students produce experimental and non-sync narrative short films.

### ***EMAR 489 Film Production II***

Advanced film production techniques including sync-sound equipment and practices, advanced lighting tools, and post-production workflows. In addition to producing several small-group projects demonstrating these techniques, the entire class selects and produces a 7-9 minute sync-sound short film. Students apply their knowledge of production and post-production crew responsibilities by filling key positions on the class film.

### ***EMAR 311 Narrative Storytelling***

Introduction to visual storytelling and scriptwriting. Beginning with exercises in character development and story world development, students write several short screenplays. Strong emphasis placed on the importance of revision and refinement of story structure and problem solving.

**EMAR 442 Storyworlds**

A deep dive into creating stories in the age of ubiquitous computing, artificial intelligence, and fan culture.

**ENGL 352 Intermediate Fiction Writing**

Study and practice of the writing of fiction for intermediate students with previous fiction writing experience.

**ECEN 121 Introduction to Electrical Engineering I**

Introduction to basic electrical engineering concepts including communications and signal processing.

**ECEN 211 Elements of Electrical Engineering I**

Basic circuit analysis including direct and alternating currents and operational amplifiers. Digital signals and circuits.

**ECEN 494 Engineering Design Studio I**

A substantial design project that allows application of electrical engineering skills to a multidisciplinary project. Requires project definition, planning and scheduling, effective written and oral communication of technical ideas, incorporation of realistic constraints and engineering standards, functioning effectively on a multidisciplinary team, and applying new ideas as needed to meet project goals.

**ECEN 495 Engineering Design Studio II**

A substantial design project that allows application of electrical engineering skills to a multidisciplinary project. Requires project definition, planning and scheduling, effective written and oral communication of technical ideas, incorporation of realistic constraints and engineering standards, functioning effectively on a multidisciplinary team, and applying new ideas as needed to meet project goals.

**EMAR 282 Digital Modelling I**

Fundamental tools and techniques for designing and building 3D assets (models) for use across all platforms. Core concepts include hard surface modelling, scale, and accuracy. Naming convention, production “pipeline” and other best practices are also covered.

**EMAR 382 3D Digital Modelling II**

Advanced modelling techniques including organic and character modelling, texturing, shaders, and use of advanced modelling toolsets. Projects in this course are oriented toward development of a character model to be rigged and animated in EMAR 283 and EMAR 383

**EMAR 283 Digital Rigging and Motion I**

Working from a proxy organic character, students develop skeletal structures including position and joint orientation. Projects are oriented toward developing a model to be used in the follow-on EMAR 383 course.

**EMAR 383 Digital Rigging and Motion II**

Refining the rig created in EMAR 283, projects explore animation cycles. The application of physics and “weight” to create realistic animated motion. Introduction to facial animation and application of motion capture data.

**EMAR 361 Sonic Media I**

Students learn the creative use of sound, both as its own artform, and in support of other emerging media arts. Students will also learn ‘composing’ for non-composers.

### ***EMAR 464 Sonic Media II***

Building on what students learned in Sonic Media I, students will further develop their skills in synthesis, sampling, mixing & remixing, coding and programming, analog and digital electronics, field recording, multichannel installations, public interventions, and gain a theoretical grounding in the concepts of immersion and acoustic ecologies and ecosystems.

### ***EMAR 463 Spatial and Interactive Sound***

Students explore sound as an emerging media art through the design, implementation and presentation of unique projects and installations, acquiring skills in designing interactive and spatialized sound environments.

### ***EMAR 349 Machine Learning for Artists***

An approachable introduction to machine learning for people with minimal computer science background.

### ***EMAR 348 Data Visualization***

Data is the new oil, and data visualization is telling the story of that data in visual, sonic and/or haptic ways.

### ***EMAR 445 Creative Machines***

Building on EMAR 349, students explore the question of “Can we use machine learning and artificial intelligence to create compelling art and music?”

### ***Advising***

Advisors will be assigned to students when they begin the BFA-EMA. The faculty of the Johnny Carson School of Theatre & Film advise the students, adopting a mentoring approach that will follow the student through the entire degree.

### ***Accreditation***

While the BFA in Theatre offered currently by the Johnny Carson School is accredited by the National Association of Schools of Theatre, the new BFA-EMA will not be accredited by this body, as it is not designed to graduate theatre professionals. There is no accrediting body for this rapidly changing and evolving area of study. Even highly regarded and well-established media programs such as those at the University of Southern California and New York University do not receive accreditation for similar degrees.

## **III. Review Criteria**

### **A. Centrality to UNL Role and Mission**

“Through its three primary missions of teaching, research, and service, the university is the state’s primary intellectual center providing leadership throughout the state through quality education and the generation of new knowledge.”<sup>1</sup> The proposed BFA-EMA will propel UNL to become an international leader, especially in teaching and research/creative activity related to the intersection between the arts and technology. “New knowledge” will be generated as new art is created using storytelling and emerging technology in innovative ways. Critical thinking, creative thinking, entrepreneurship, an appreciation for multiple viewpoints, and a development of life-long learning habits will be central to the BFA-EMA, which in turn will be central to the role and mission of the University of Nebraska-Lincoln.

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<sup>1</sup> <https://www.unl.edu/about/role-mission/>

## B. Relationship of the proposal to the NU Strategic Framework

The proposed major relates to the six goals of the NU Strategic Framework in the following ways:

Goal 1: As the only program of its kind in the region, the BFA-EMA will attract more Nebraska high school graduates to the university. Because other programs in media arts are not associated with land-grant institutions, tuition costs are significant, making Nebraska an affordable option. The combination of cutting-edge uniqueness and affordability of this degree will be a strong inducement for Nebraska students to study in-state for their degree and, hopefully stay to start EMA-related businesses after graduation. Additionally, the ability of storytelling and web-based media to attract students from a variety of backgrounds is likely to increase the diversity of students who choose to attend the university.

Goal 2: The BFA-EMA will be a program of high quality with an emphasis on excellence in teaching. The resources devoted to the new Johnny Carson Center for Emerging Media Arts (see below) will allow for recruitment of faculty and staff who are exceptional in the field of emerging media arts. The new EMA-BFA is specifically designed to address the need for a “focus on targeted programs in areas of importance to Nebraska where the university can be a regional, national and/or international leader.” Global engagement in the program is assured through the international leaders and innovators on the Carson Center Advisory Board (<https://arts.unl.edu/carson-center/advisory-board>) and other international connections made by the Director of the Center, Megan Elliott, whose career has been in global leadership in emerging media.

Goal 3: The relevance of emerging media arts across wide-ranging industries and the demand for employees able to exploit and evolve these technologies and practices will “play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska.” The field of emerging media arts is inherently global, so that the program will “prepare students for the global economy.” Projects and internships in collaboration with local and distant businesses also address this goal. Finally, an emphasis on entrepreneurship and a curriculum designed to foster adaptability to constantly changing technological trends will “prepare students for the flexibility required to respond to the uncertainty of future workforce demands.”

Goal 4: The Johnny Carson Center for Emerging Media Arts will become an international center of excellence for both research and applied creative activity in the emerging media arts. Interdisciplinary, intercampus, inter-institutional and international collaborations are a core mission for the center and are reflected by the international stature of the Center’s Advisory Council and in the interdisciplinary requirements of the BFA-EMA curriculum. The continued support of the Hixson-Lied College of Fine and Performing Arts through the Hixson-Lied Endowment already encourages faculty and student research through a competitive grant program. This grant funding for research forms an excellent foundation for additional support from additional sources as the Center expands. The BFA-EMA will increase possibilities for output of student research and visibility of faculty research. An important aspect of the research and creative activity of the Center will be that the storytelling techniques and technology can be used to support research projects in other disciplines on campus, helping enhance that research by finding engaging ways to tell their stories. The curriculum and the research of the faculty and students in the Center are inherently interdisciplinary.

Goal 5: The Innovation Studio is specifically intended to provide real-world opportunities for collaborative problem-solving through project-based engagement with industry, organizations and communities. Innovation Studio projects may reflect research and creative innovation from faculty and will also allow for student development and entrepreneurship. Ultimately, the entrepreneurial education aspects of the BFA-EMA, coupled with the Innovation Studio should result in significant new products and/or content that can be further developed and marketed by students and graduates.

Goal 6: The Johnny Carson Center for Emerging Media Arts has a limited budget, so efficiency and effectiveness in allocation of resources is already a high priority. Maximizing the “potential of information technology” is key to the emerging media arts and embedded in pursuit of success in the field.

### C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education

The proposed BFA-EMA **meets the needs of students** by providing a unique curriculum at an affordable institution. The program responds to students’ needs by providing skills and knowledge that will position them well for employment in a changing technological landscape and fostering the creative thinking that is much in demand by employers of all kinds.

The proposed program **meets the needs of the state** by responding to workforce development needs. The very nature of the program is to allow students to “be prepared to change and adopt new methods and technologies.” By providing an opportunity to learn cutting-edge technologies and establish businesses and research/creative activity based on these technologies, the program is “developing and nurturing the citizens and future leaders of Nebraska.”

The proposed program **builds exemplary institutions** by establishing a course of study that will not only compare favorably with peer institutions, but will compete easily with those peers. The goal of the program, aligning with UNL’s mission, is to develop and sustain “exemplary teaching, learning, research, and public service.”

The proposed program relies heavily on **partnerships and collaboration** by establishing interdisciplinary research projects with other departments on campus, on other campuses, and with local businesses and non-profits. The Carson Center for Emerging Media Arts will also reach out to high school students in the area to begin to help prepare them for a career in emerging media arts.

The Carson Center is actively participating in **facilities planning** in its renovation of the Nebraska Bookstore. The new Carson Center building will contain forward-thinking spaces that offer flexibility and advanced technologies. Its location at the south edge of the UNL campus will allow it to be a visible bridge between the campus and the community.

### D. Evidence of Need and Demand

Information from market research and opinions from media industry leaders support the idea that the proposed degree will provide skills for graduates that will make them competitive in the Nebraska job market and help prepare them for newly emerging careers that will keep them in Nebraska and also foster new industry growth in the state. There is a need in the Nebraska labor economy for graduates from this program, which will be unique in the region and nationally, filling demand from students in Nebraska and beyond.

In preparing the proposal to the Johnny Carson Foundation, the Johnny Carson School of Theatre and Film consulted experts from across the country, in Nebraska and within the University. Faculty and administrators visited several universities and are particularly grateful for the guidance they received from the faculty and administration of the School of Cinematic Arts at the University of Southern California. They surveyed our alumni and held targeted discussions with students, faculty and campus and business leaders. This culminated in an interdisciplinary symposium, “Movies and Beyond: Connecting Digital Creativity Across Disciplines.” The symposium drew 128 attendees from more than 40 departments and seven colleges at UNL and engendered a separate three-hour discussion with more than 70 students from theatre, film and related majors.



## What We Learned

A new interdisciplinary focus on emerging media was enthusiastically supported by faculty, students and alumni of the Johnny Carson School of Theatre and Film and those from many other disciplines – physics, music, English, digital humanities, architecture, educational telecommunications, journalism and advertising, to name a few.

Ideas that received strong support include:

- **Faculty and student collaborations across disciplines on campus that apply virtual production, immersive/virtual reality, animation, game design and interactive media to research and creative activity**
- **An emphasis on creative coding for emerging media**
- **More hands-on learning in** real-world, project-based courses
- **Classes focused on business** and preparing students to market their skills, and increased opportunities for internships and professional experiences
- **More guest speakers** and opportunities to work with people from the industry
- **Developing collaborations with external partners** – in both the university and the private sector
- **Creating a center for emerging media** as a space for interdisciplinary collaborations among faculty and students.

This curriculum is demand-led, not supply driven. This BFA-EMA has been designed in consultation with the Johnny Carson Center for Emerging Media Arts Advisory Council – a council of 25 industry luminaries. Advisory Council members from around the world came to Nebraska in May of 2017 to participate in the Carson Forum and Workshop for Curricular Development. Participants explored what student learning outcomes are required to become a successful emerging media arts professional. The findings of the Carson Forum are the foundation of the new curriculum.

These findings were further augmented by consulting industry more broadly, both in Lincoln and nationally, and by engaging Stamats, one of the nation’s higher education integrated-marketing thought leaders, to undertake comprehensive research to produce a Profile and Assessment of Viability for new undergraduate and graduate programs in Emerging Media Arts. Their findings showed that demand for emerging media arts related professionals is growing, and demand for emerging media arts professionals is outpacing the national average<sup>2</sup>.

Accenture’s Digital Transformation in Media and Entertainment report *The Disrupted Strike Back: New rules and Capabilities to Survive*<sup>3</sup> clearly indicates that it is no longer a question of “if” digital transformation will happen; it is a question of how companies will respond. Companies are hungry for emerging media arts graduates who can help them compete in this new and ever-changing digital eco-system.

### **Demand:**

Each year, approximately 50 students apply to the current Film and New Media program, competing for just 15 places.

The aforementioned market research undertaken by Stamats indicates that:

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<sup>2</sup> C. Reed and G. DeRoo *University of Nebraska-Lincoln Profile and Assessment of Viability – Emerging Media Arts*, Stamats, 2017: pg. 10

<sup>3</sup> Accenture *Bringing TV to Life (Issue IV): The Disrupted Strike Back* <https://www.accenture.com/us-en/insight-bringing-tv-life-digital-video-transformation-strategies> (accessed 28 September 2017)

1. Emerging media arts related programs are growing at a rate well above the national average, demonstrating uncommonly high demand from students.<sup>4</sup>
2. There is no direct regional competition in this field. The University of Nebraska-Lincoln will have a first-mover competitive advantage in launching this new degree, which will result in strong brand recognition and customer loyalty.<sup>5</sup> See Section E below for more analysis.
3. There is huge employer related demand, and it is outpacing national average.<sup>6</sup>
4. Emerging Media Arts bachelor degrees have experienced the greatest positive market share changes in recent years (a demand increase of almost 6%).<sup>7</sup>

Stamats undertook further research in April 2018 using the software platform Laborinsight. Laborinsight combs through more than 40,000 online job postings every day to categorize postings according to industry, job title, location and other classifiers. Laborinsight also applies textual analysis to the job posting to assess written content for the level of education specified for candidates, salary information, necessary skills, and other valuable information. Using Laborinsight to profile the size and nature of employment in fields relating to the Emerging Media Arts program in the state of Nebraska and in the city of Lincoln, the data shows that between 2014 – 2017, there have been an average of 883 related job postings in the state of Nebraska, and 182 job postings in the city of Lincoln, and that 84% of them require a Bachelor Degree or higher.

This demand corresponds with the findings of the Lincoln Partner for Economic Development as outlined in their *Detailed Lincoln, Nebraska Data* bulletin (updated 02/16/18) which shows that in the Long Term Occupational Projections in the Lincoln MSA, 2012 – 2022, the Arts, Entertainment and Recreation category has an annual average increase of 2.89% over that period, and an overall percentage increase of 32.90%. This is the fastest growing occupational sector in the Lincoln MSA.<sup>8</sup>

#### **E. Avoidance of Unnecessary Duplication**

While Emerging Media Arts is a rapidly developing area of study at other institutions, there is nothing currently offered at UNL that specifically addresses the goals and learning outcomes provided by this proposed program. This degree is intended to promote interdisciplinary collaboration and will draw upon existing curricular resources from other units at the University. At the same time, part of the mission of the Center is to provide expanded opportunities for students in different but related disciplines across the UNL campuses to contribute and benefit from courses offered by the Center.

As referenced earlier, market research done on the University’s behalf indicates that there is very little regional competition, or competition amongst Big 10 schools, in Emerging Media Arts.<sup>9</sup> There are also no programs like it in the state of Nebraska.

The construction of the program means that while it has elements that are similar to art studio programs, visual design programs, and computer science programs, it does not duplicate any of these programs. The emphases on interdisciplinarity, project-based learning, entrepreneurship, and real-world application make the proposed program unique in Nebraska.

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<sup>4</sup> C. Reed and G. DeRoo *University of Nebraska-Lincoln Profile and Assessment of Viability – Emerging Media Arts*, Stamats, 2017: pg. 10

<sup>5</sup> *ibid*

<sup>6</sup> *ibid*

<sup>7</sup> *ibid* pg.26

<sup>8</sup> Lincoln Partner for Economic Development *Detailed Lincoln, Nebraska Data*, pg:7, 2018

<sup>9</sup> *ibid* pg. 10

Studio art programs can be found in Nebraska's public colleges and universities at University of Nebraska Omaha (BFA and BA), University of Nebraska Kearney (BFA and BA), Peru State College (BS or BA), Wayne State College (BS or BA), and Chadron State College (BA). The proposed BFA-EMA is centered on creation of art, but is not intended to build on the same foundation of traditional 2- and 3-dimensional art forms as in these studio art programs or the one at University of Nebraska-Lincoln. In turn, none of these existing studio art programs focus on foundations in storytelling, coding, and interactive media in the same way as the proposed program.

Visual design is a key element in the proposed program, but it is not approached in the same way as existing graphic design programs at UNL, UNO (in the studio art BA and BFA), UNK (BFA in visual communication and design), Peru State (option within art BS or BA), Wayne State (BA), or Chadron State (option within art BA). These programs similarly are based on a traditional studio art degree model and do not focus on storytelling, coding, or other aspects of the proposed program.

Programs in media are also available in Nebraska's colleges and universities, including a BS and BA in Journalism and Media Communication with a Creative Media Option at UNO, a Media Arts Concentration in the BA in Studio Art at UNO, a BS and BA in Multimedia at UNK, and a BS and BA in Electronic Media at Wayne State. In general, these programs are designed around journalism and communications, focusing on existing media such as television and radio, though often incorporating web design. None focus on the creative arts and storytelling opportunities offered by new and emerging technology as the proposed BFA-EMA does. UNL also has the advantage of currently offering the only filmmaking program in the state; the BFA-EMA builds on the strengths of that program, expanding its principles to include new technology, interactive media, and coding skills in a way that no other program in the state – or the country – is able to do.

Simply put, this program is not duplicative in the state of Nebraska, the Big 10, the region, or even the country. It is unique and offers a compelling opportunity for the state of Nebraska, both for education and for employment.

### **Impact on Students enrolled in Film and New Media Option**

The current Film and New Media option in the BFA Theatre will be phased out as the proposed BFA-EMA program begins. Students currently enrolled in the Film and New Media program may elect to transfer into the new program. Those who do not transfer into the new program will be able to complete the Film and New Media Option; there are sufficient resources to ensure this completion. Students entering in Fall 2019 will no longer be able to enroll in the FNM option but will begin the new BFA-EMA.

## **F. Adequacy of Resources**

### **1. Faculty/Staff**

Talented faculty and supportive staff attract talented students and are important to developing innovative programs and producing future leaders in emerging media arts.

The JCSTF currently has three full-time faculty members teaching the Film and New Media Option (FNM). Additionally, there are two part-time faculty, one of whom shares responsibility for teaching courses in the Hixson-Lied College's Digital Arts Initiative (DAI).

Implementation of this new BFA will require additional faculty and staff resources sufficient to offer new and expanded courses in the proposed degree. Fortunately, the commitment made by the Johnny Carson Foundation and the University provides for seven new faculty lines. These will likely be a majority of tenure-

track faculty lines, but will also include some professors of practice and potentially research professors, depending on the strengths of the new faculty and the developing needs of the program.

All faculty members teaching in the Carson Center for Emerging Media Arts will maintain their tenure homes in their respective departments, with a preponderance of the faculty having a tenure home in the Johnny Carson School of Theatre and Film. In some cases, however, the appropriate home may be in another department on campus – computer science, engineering or art, for instance. All faculty teaching in the Carson Center for Emerging Media Arts will be evaluated annually based on their accomplishments in teaching, research and creative activity. They will also be expected to contribute time in service to the School and College. The Carson School Director will oversee the hiring, evaluation, and promotion of all faculty in the Johnny Carson Center for Emerging Media Arts, and will select and appoint Carson Professors, Fellows and Guest Artists who will provide additional instructional support.

The agreement between the Johnny Carson Foundation and the University of Nebraska-Lincoln enables the Carson Center for Emerging Media Arts to hire the following over the next 7 years, in addition to a full-time Director already in place, and 4.0 FTE of current faculty in the Carson School who will teach in the new program:

New Faculty	7.0 FTE
Visiting Professors, Guest Artists, Fellows	1.5 FTE
Staff Lines	6.0 FTE

The new faculty will have an array of expertise from cinematography, screenwriting and sound editing, to augmented and virtual reality, interactive media, game engines, visual effects, creative coding, virtual production design, writing for emerging media and animation. Faculty will be selected for their expertise in their fields and may or may not have an advanced degree. Ideally, most faculty will be able to teach in both the core courses and in the emphasis courses.

Staff lines will include a business manager, a student advisor and internship coordinator, an administrative assistant, an equipment coordinator, a facilities coordinator, and an IT/media technician.

The Carson Center for Emerging Media Arts will begin searching for new faculty and staff in 2017, before the new facility is complete, and will continue hiring over a five-year period as student enrollment grows. The new faculty and staff will be able to accommodate a total student enrollment of 160 by Fall 2022, while maintaining a student-to-faculty ratio of 15:1, ensuring that there is a strong mentoring environment.

## **2. Physical Facilities and Equipment**

Existing FNM faculty are currently housed in the Ross Media Arts/Van Brunt Visitor Building. All current FNM Option courses and support facilities are housed in the same location. The proposed BFA-EMA will require significant facilities expansion, supported by the establishment of the Johnny Carson Center for Emerging Media Arts, which will be housed in former Nebraska Bookstore building at 13th and R streets.

The renovated building will provide the required facilities, spaces, and building components for teaching, active learning, research, and other critical components to satisfy the curriculum for BFA-EMA. The new degree will add to and expand the total academic programs offered by the Hixson-Lied College of Fine and Performing Arts.

The project planning has also explored the ecosystem of spaces available in Lincoln. Other existing spaces on campus will be used and not be re-created in this facility.

The Johnny Carson Center for Emerging Media Arts project complies with the 2013 Plan Big: UNL Campus Master Plan specifically in relation to the following programmatic connections and principles:

- On City Campus, Q Street forms the southern edge of the university known as the “zipper zone”, an east-to-west transition corridor that knits the campus into the downtown edge of Lincoln. This project will enliven, activate and create a more human-scaled, well developed campus periphery along Q Street in between the north-south 12th Street arts and cultural corridor and the 14th Street student life spine, two of the four primary connectors for the City Campus.
- Historically, 13th Street is the north-south “urban canyon” for the City of Lincoln which terminates on the south side of the campus at R Street in front of the Love Library. This project’s corner location on 13th Street respects and reinvigorates that legacy, further strengthening the “zipper zone” and the city-campus connections vital to Plan Big.
- Plan Big seeks to enhance existing spaces to foster better cross-disciplinary collaboration. This supports UNL’s celebration of innovation and excellence across campus learning environments by making learning more visible and engaged with the campus and landscape design.

The design of the new facility begins in October 2017, with construction to commence in July 2018. The cost of the refurbishment of the building is being paid for by a \$9M gift from the Johnny Carson Foundation.

The Board of Regents approved the Programming Statement and the naming of the Johnny Carson Center for Emerging Media Arts on 5<sup>th</sup> October 2017.

### 3. **Instructional Equipment and Informational Resources**

The Johnny Carson School of Theatre and Film currently maintains one classroom for the FNM option, which has 15 computers and a projector. These computers are replaced on a five-year basis (on average). This classroom maintains a professional level of computer and multimedia equipment and software and has an Ethernet connection for every machine in the room. The school pays a monthly fee for each port and that cost is already factored into the cost of the School.

The School also maintains two editing suites and a sound-recording and editing suite. Each of these suites maintain a professional level of hardware and software. The School also maintains an Avid server. Since its inception 18 years ago, the JCSTF has made a significant investment in cinema and audio visual equipment (thanks in large part of previous gifts from the Johnny Carson Foundation).

There is an allocated budget of \$2M from the University and the Carson Center to purchase equipment for the new Center.

### 4. **Budget Projections [include Table 1 and Table 2]**

Table 1: Projected Expenses

[https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram\\_Expenses\\_0.pdf](https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram_Expenses_0.pdf)

Table 2: Revenue Sources for Projected Expenses

[https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram\\_Revenue\\_0.pdf](https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram_Revenue_0.pdf)

## Accompanying documents

Letters of support:

- Industry
  - Clint! Runge, Founder, Archrival
  - Sean Stewart, Creative Director, Magic Leap
  - Noah Falstein, Founder and Director, The Inspiracy
  - Norman Hollyn, Professor of Film, USC School of Cinematic Arts
  - Roy Taylor, Corporate Vice President and Worldwide Head of AMD Studios
  - Tim Chang, Investment Parter, Mayfield Fund

## Available upon request

Letters of support:

- UNL
  - Electrical & Computer Engineering Department
  - College of Arts & Sciences
  - Philosophy Department
  - Center for Entrepreneurship
  - English Department

Stamats Market Research Report

CVs of current Film & New Media faculty:

- Megan Elliott, Director
- Richard Endacott
- Steve Kolbe
- Sandy Veneziano

DR. DONDE PLOWMAN  
EXECUTIVE VICE CHANCELLOR & CHIEF ACADEMIC OFFICER  
UNIVERSITY OF NEBRASKA-LINCOLN

## Dear Dr. Plowman,

Happy new year. Clint! Runge, Founder of Archrival writing to you on behalf of and in support for the Johnny Carson Center for Emerging Media Arts.

After graduating from UNL and starting our creative agency, I taught in the College of Journalism-Advertising for fifteen years. The relationship was symbiotic; students learned from a working pro and I found talent to help build our agency. But over time, I noticed that the talent we needed was no longer being produced in the College as they fell behind modern means of storytelling and had to begin to look elsewhere. Since our national base of youthful clients ask us to help them push the bar to tell their brand stories in interesting and new ways, we need talent that is capable of doing so.

As a member of Megan Elliot's Advisory Council, it has been of great excitement and interest to me to hear, learn and offer thoughts on the Center. The type of student this education has the potential to produce puts UNL back on the map for those in the creative arts industry. Maybe even defines the map in the years to come. We struggle finding students who can push our agency forward locally; we find them in L.A. on a regular basis. To have those types of students in our backyard would be of great value to us, and in return, I can see us helping to develop those students through internships and future employment.

I'm sure I'm not telling you anything you don't already know, however, I hope hearing a few other voices in the conversation can bolster reviewers with added confidence that Nebraska is creating a next-level program at a time when the market is hungry for their skills.

I'm always available if you'd like to further the conversation. Thanks for your time in reading this letter and good luck on the decisions ahead.

Best,



Clint! Runge

CLINT! RUNGE  
FOUNDER AND MANAGING DIRECTOR  
ARCHRIVAL

CLINT@ARCHRIVAL.COM  
402.770.8381



TO  
Dr Donde Plowman  
Executive Vice Chancellor & Chief Academic Officer  
University of Nebraska-Lincoln,

Dear Dr Plowman -

I am writing in support of the proposed curriculum for the BFA in Emerging Media Arts.

A bit about my background. I started as a novelist, publishing twelve books, including two New York Times Notable books, a World Fantasy Award winner, and Cathy's Book, an international bestseller often referred to as "the first transmedia novel."

That last project reflected my second career, as a writer of non-linear stories delivered by digital means. I was the lead writer on the projects that created the Alternate Reality Game genre, for which our team won many awards, including a Entertainment Weekly's #1 website of the Year, a Time "best idea of the year", a Cannes Golden Lion, and a Game Developers Choice award. Moving beyond ARG's, I won a primetime Emmy award for online programming, and was named "World's Most Wired TV Creator" by Wired magazine.

Long story short: I am a guy who started out on the very oldest of old school entertainment platforms - the printing press - and somehow found myself on the cutting edge of what "storytelling" means in the digital age.

I truly believe that the proposed curriculum for the BFA in Emerging Media Arts will be seen by a generation of the best and brightest students as the ideal program to prepare them to enter the next generation of entertainment. More than that, it will equip them with the skills employers are looking for. I know, because I have founded four new media companies, and these are the skills I look for when I hire.

Carnegie-Mellon put itself on the map a generation ago for its innovative "creative programming" approach, but to this day there is no truly comparable program for people approaching the new world of entertainment from the BFA side. I urge you to support the great work the Carson Center is doing to create a one-of-a-kind program whose graduates, I believe, will have an important role in advancing culture in the 21<sup>st</sup> century.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sean Stewart". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sean Stewart



January 5, 2018

Noah Falstein  
The Inspiracy  
23 Las Casas Drive  
San Rafael, CA 94901



Dr. Donde Plowman  
Executive Vice Chancellor & Chief Academic Officer  
University of Nebraska-Lincoln  
Lincoln, NE 68588

Dear Dr. Plowman,

I am writing to formally endorse the proposal Bachelor of Fine Arts in Emerging Media Arts, as a member of the Advisory Council of the Johnny Carson Center for Emerging Media Arts.

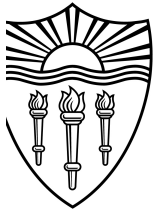
As a professional video game developer since 1980, I have seen the rise of video and computer games from a mere hobby in the 70's to a global entertainment powerhouse today, and in recent years have also been involved with the field's emergence into virtual and augmented reality, medical training and treatment, interactive education, and many other areas.

I have been a designer and executive at companies including LucasArts Entertainment, Dreamworks Interactive, and most recently Chief Game Designer at Google. My current work is in the field of Neurogaming, where I have been working with Akili Interactive Labs to help get FDA approval of their game as the first digital treatment approved on the same basis as pharmaceuticals (for treatment of pediatric ADHD).

I believe the proposed BFA is an excellent way to prepare students for success and lifelong learning in the current - and more importantly, the yet-to-be-born - fields of interactive technology, immersion and entertainment.

Sincerely,

Noah Falstein  
Founder and President  
The Inspiracy



# USC School of Cinematic Arts

January 3, 2018

Division of Film-Television  
Production

**Norman Hollyn**  
Professor  
Inaugural Chairholder,  
Michael Kahn Endowed  
Chair in Editing

Dr Donde Plowman  
Executive Vice Chancellor & Chief Academic Officer  
University of Nebraska-Lincoln  
ADMS 208  
P.O. Box 880491  
Lincoln, NE 68588-0491

Dear Dr. Plowman:

I am writing to you in support of the new undergraduate program at the Center for Emerging Media Arts, in the Hixson-Lied College. I am writing to you in several capacities.

First, I am a working professional in the post-production world for feature films, television and web-based cinema. Second, I am the former Head of the Editing Track here at the University of Southern California's School of Cinematic Arts and the Inaugural Chairholder of the Michael Kahn Endowed Chair in Editing, endowed by Steven Spielberg. Finally, I was one of the key outside consultants involved in the writing and development of the proposal for the Johnny Carson Foundation and continue to sit on the Center's Board of Advisors.

In all three capacities, one of my guiding principles is to plan for a future which is partially unknowable but which is grounded in the art and practice of media makers who exist today. Emerging Media is a difficult term to define, but a necessary component of what our various industries need to prepare for as our audiences change rapidly over time. When I look at how my world of post-production is creating media in a drastically different way than 15 years ago, and how the end product has evolved over the last five to ten, I realize that there are very few avenues for our younger generations to learn more deeply about the media that they are growing up with.

The major film schools, such as my own, NYU, and MIT Media Lab, are finding it difficult to keep up with these changes. It was of primary importance to me, as the Carson Foundation outside consultant, to develop a program with Dean Chuck O'Connor and the faculty of the school, that was not afraid to think differently to suit the goals that all of us – in both industry and academia – have for our students, the younger generation of media consumers and makers. It informed our choice of Center Director, and it was the guide with which we developed the curriculum together.

I am convinced that the overall curriculum that has been presented to you, from Dean O'Connor and Director Elliott, addresses these goals and creates the necessary agility

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SCA 428  
Los Angeles, CA 90089

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<http://normanhollyn.com>



## USC School of Cinematic Arts

to adapt to the ever-changing world of media creation. I believe that it will insure that alumnae of the program will be able to move into industry positions (whatever that industry looks like in five or ten years) as well as into higher level academia with the strong skills they will need.

Finally, permit me to add a personal note, based on my observations about the influence of media. Many of our more motivated students in the School of Cinematic Arts at USC have moved into positions in law, medicine, government and science. When I speak to them they talk about how the ideas of storytelling, collaboration, entrepreneurship, flexibility and media creation have made them desirable candidates in their positions – though those positions were not ones that they would have considered in media arts while they were at SCA. The world is changing to embrace cinematic arts in ways that we could not have imagined even five years ago. Our incoming students next fall will move into a very different world in 2022 than we can imagine. They will need the types of skills that this new program highlights (including the interdisciplinary component) in order to succeed in that world.

Do not hesitate to contact me if you have any questions. Thanks for being able to be part of this great advancement.

Sincerely,

Professor Norman Hollyn

**Subject:** FW: Letters of Support  
**Date:** Wednesday, January 10, 2018 at 11:32:46 AM Central Standard Time  
**From:** Megan Elliott  
**To:** Christopher Marks  
**Attachments:** image001.png

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**From:** Roy Taylor <royt64@outlook.com>  
**Date:** Sunday, January 7, 2018 at 5:12 PM  
**To:** Megan Elliott <megan.elliott@unl.edu>, "robert@tercek.com" <robert@tercek.com>, "alexmcowell1@mac.com" <alexmcowell1@mac.com>, "roy.taylor@amd.com" <roy.taylor@amd.com>, "madeline@seejane.org" <madeline@seejane.org>, "ted.schilowitz@fox.com" <ted.schilowitz@fox.com>, "mseanstewart@gmail.com" <mseanstewart@gmail.com>, "existinchaos@gmail.com" <existinchaos@gmail.com>, "susan@42entertainment.com" <susan@42entertainment.com>, "nfalstein@gmail.com" <nfalstein@gmail.com>, "martyn.ware@mac.com" <martyn.ware@mac.com>, "tchang@mayfield.com" <tchang@mayfield.com>, "maureen@baobabvr.com" <maureen@baobabvr.com>, "lynettezwallworth@gmail.com" <lynettezwallworth@gmail.com>, Norman Hollyn <nhollyn@cinema.usc.edu>, "jeff@jeff-nicholas.com" <jeff@jeff-nicholas.com>, "wang@bfa.edu.cn" <wang@bfa.edu.cn>, "jwaugh@lucasfilm.com" <jwaugh@lucasfilm.com>, "brendan@xmedialab.com" <brendan@xmedialab.com>, Kamal Sinclair <kamal\_sinclair@sundance.org>, "tom.designer@gmail.com" <tom.designer@gmail.com>, "farahibo@gmail.com" <farahibo@gmail.com>, "erica@eekart.com" <erica@eekart.com>, "ashley@hyphen-labs.com" <ashley@hyphen-labs.com>, "clint@archrival.com" <clint@archrival.com>, "bansalpreeta@gmail.com" <bansalpreeta@gmail.com>, "ralph@mobilium.com" <ralph@mobilium.com>  
**Cc:** Joseph Starkey <joe.starkey@unl.edu>  
**Subject:** RE: Letters of Support

Dear Dr Plowman,

I am Corporate Vice President and Worldwide Head of AMD Studios based out of Hollywood, Los Angeles.

Prior to AMD I served as Executive Vice President and General Manager of Display Devices Division at MasterImage 3D, where I was responsible for autostereoscopic (glass-free) 3D business and ecosystem for smartphones, tablets, automotive and avionic industries. I also served as Vice President in many roles at NVIDIA, first as a founder of NVIDIA Europe and later internationally after a transfer to NVIDIA headquarters in Santa Clara.

I am principally known for the invention of the ecosystem sale whilst at NVIDIA and for my roles in supporting the video game industry and the catch phrase 'can it play Crysis?'. More recently I have been a vocal advocate for immersive technologies including VR, AR and AI. In my role as head of AMD Studios I have picked up Executive Producer credits for three VR productions and for the smash Indian film Baahubali.

In addition to my position as Chairman of the BAFTA VR Advisory Group I am also Chair of the VR Society, Director of the Board of Governors for the Advanced Imaging Society and Technical Advisor for Immersive Technology to Dodge Chapman Film School and the Beijing Film Academy. Emerging Media art enables us to integrate the multiple domains of art, storytelling, and technology. Since the invention of the printing press and the kinoscope and all the way to today's VR and AR technology has blurred the lines between invention and imagination.

For students it is important to provide them with a broad understanding of related disciplines including arts, humanities, and technology in an extended experience working in multidisciplinary teams on realistic problems for modern story telling. Even if some modern techniques may be rejected for use it is important that those techniques are understood as they may later add value in unexpected ways. For example, VR may be rejected due to its unwieldy and clumsy equipment yet the ability to be immersed in a 360 environment may provoke a new insight or technique for filming using traditional methods.

The actor David Thewlis was astonished this week when I told him that soon he will no longer need to sit in make up for future roles. It will only be necessary to film him acting and real time rendering computing power will 'apply' the rest direct into the scene. For the next generation of film makers, actors and story tellers to be able to work in cross functional teams that can cooperate to realize these break throughs in emerging arts presents an unparalleled opportunity.

I very much support the proposed BFA in Emerging Media Arts by the Johnny Carson Center for Emerging Media Arts, and look forward to supporting the Center to realize its ambition to be at the forefront of teaching and enabling the emerging arts.

## **ROY TAYLOR** ▾

Personal Email

BAFTA Los Angeles Board Member

Technology Advisor to Chapman Dodge, NFTS, Beijing Film Academy and University of Nebraska Lincoln.

Founder Member H Club Los Angeles

538 N. Curson Avenue, Los Angeles, CA90036

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[http://www.imdb.com/name/nm7622694/?ref\\_=fn\\_nm\\_nm\\_14](http://www.imdb.com/name/nm7622694/?ref_=fn_nm_nm_14)

**Subject:** FW: Letters of Support  
**Date:** Wednesday, January 10, 2018 at 11:30:15 AM Central Standard Time  
**From:** Megan Elliott  
**To:** Christopher Marks  
**Attachments:** image001.png, image003.png

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**From:** Tim Chang <tchang@mayfield.com>  
**Date:** Wednesday, January 10, 2018 at 2:21 AM  
**To:** Megan Elliott <megan.elliott@unl.edu>  
**Subject:** FW: Letters of Support

Dear Dr Plowman,

My name is Tim Chang, and I'm one of the investment partners at Mayfield Fund, a leading technology venture capital firm in Silicon Valley. We have backed top startup companies for the past 49 years, including recent winners such as Solar City, Lyft, and Marketo, dating back to early pioneers such as Genentech, Atari and Compaq.

I am also an active performing musician with three different bands, and have served on the boards of music and media-related non-profits like Little Kids Rock and Coalition for Asian Pacifics in Entertainment (CAPE).

As a member of the Advisory Council of the Johnny Carson Center for Emerging Media Arts, I formally endorse the proposal Bachelor of Fine Arts in Emerging Media Arts. In this era of increasing automation and job elimination via AI and Robotics, it's more important than ever for future citizens and members of society to deepen their abilities and understanding in the most significant aspect of what makes us Human – the arts – in a way that blends synergistically with new platforms such as VR, mobile devices, and machine learning. One could argue that after AI has automated away most manual labor jobs, the only real jobs humans will have left will be to care and serve each, as well as to play, create, storytell and express our humanity...

I am also an advisor to the Berklee College of Music's budding program in digital media and entrepreneurship, and I have seen firsthand now how important it will be for today's students to master not only traditional aspects of their craft, but also new digital formats as well as the business aspects that are involved with creation, distribution, publishing, performance and monetization of the arts on these new platforms. It will be of utmost importance for tomorrow's creators and performers to be able to think as technologists, entrepreneurs and ad-hoc collaborators on social and distributed networks.

I look very much forward to supporting the work of the school to realize its ambition to be at the forefront of teaching and enabling the emerging arts.

Tim Chang

Mayfield

**Tim Chang**

Partner

People First. [mayfield.com](https://www.mayfield.com)

Read the Mayfield [POVs](#)

[tchang@mayfield.com](mailto:tchang@mayfield.com) | [@timechange](#)

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**  
**Bachelor of Fine Arts in Emerging Media Arts at UNL**

Personnel	(FY2019) Year 1		(FY2020) Year 2		(FY2021) Year 3		(FY2022) Year 4		(FY2023) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Faculty <sup>1</sup>	2.00	\$179,400	3.30	\$337,688	5.30	\$522,542	7.50	\$773,493	8.50	\$874,320	\$2,687,443
Professional											\$0
Graduate assistants											\$0
Support staff <sup>2</sup>	2	\$111,647	5	\$257,880	5	\$263,037	5	\$268,298	5	\$273,664	\$1,174,526
Subtotal	4	\$291,047	8.3	\$595,568	10.3	\$785,579	12.5	\$1,041,791	13.5	\$1,147,984	\$3,861,969
<b>Operating</b>											
General Operating <sup>3</sup>		\$77,000		\$77,000		\$77,000		\$77,000		\$77,000	\$385,000
Faculty Start-up Funds <sup>4</sup>		\$100,000		\$50,000		\$100,000		\$50,000		\$50,000	\$350,000
Internship Support and Challenge Grants <sup>5</sup>		\$0		\$0		\$25,000		\$25,000		\$75,000	\$125,000
Emerging Media Arts Conference <sup>6</sup>		\$0		\$0		\$100,000		\$0		\$0	\$100,000
Equipment <sup>7</sup>		\$1,000,000		\$1,000,000		\$150,000		\$150,000		\$150,000	\$2,450,000
New or renovated space <sup>8</sup>		\$0		\$0		\$0		\$0		\$0	\$0
Library/Information Resources											\$0
Other <sup>9</sup>											
Subtotal		\$1,177,000		\$1,127,000		\$452,000		\$302,000		\$352,000	\$3,410,000
<b>Total Expenses</b>		\$1,468,047		\$1,722,568		\$1,237,579		\$1,343,791		\$1,499,984	<b>\$7,271,969</b>

<sup>1</sup> Existing Carson School (Film & New Media) faculty will teach courses, 7 new faculty lines will be added, and 1.5 FTE is estimated for temporary instructional faculty, such as lecturers or visiting faculty. Cost projections use an average starting faculty salary of \$69,000, estimated fringe benefit rate of 30%, and 2% annual increase. This will be funded by reallocation of resources from the University and/or College. Existing director and faculty salaries (5 FTE) plus benefits (30%) of \$630,370 are not included in this table.

<sup>2</sup> Support staff includes the following anticipated positions: Internship/student advisor, administrative assistant, equipment coordinator, facility coordinator, fabrication space coordinator, and IT/media technician. Funded through a combination of reallocated funds from the University and/or College and Carson Center Endowment funds.

<sup>3</sup> Includes general operations expense, travel, and marketing expenses. Funded through reallocation of existing resources from the College and Carson Center Endowment income.

<sup>4</sup> Estimated faculty start-up of \$50,000 per new faculty hired (\$350,000 total) and funded by the Office of Research and/or College.

<sup>5</sup> Internship support for students and Chancellor's Challenge grants for faculty to be funded by the Chancellor's Office and/or College, Hixson-Lied Endowment income and Carson Center Endowment income.

<sup>6</sup> Emerging Media Arts Conference hosted by the Carson Center to be held every three years. This will be funded by the Hixson-Lied Endowment.

<sup>7</sup> Initial investment for equipment necessary for curriculum funded through a combination of reallocated funds from the College, the Hixson-Lied Endowment income and the Carson Center Endowment (\$2M). Equipment maintenance and replacement will be partially funded by student fees and partially funded by Carson Center Endowment income.

<sup>8</sup> Renovation of former Nebraska Bookstore facility (1300 Q Street) will be funded by private donations through the Johnny Carson Foundation. Approved by the Board of Regents on October 5, 2017. CCPE review was not required.



**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM  
Bachelor of Fine Arts in Emerging Media Arts at UNL**

	(FY2019) Year 1	(FY2020) Year 2	(FY2021) Year 3	(FY2022) Year 4	(FY2023) Year 5	Total
Reallocation of Existing Funds <sup>1</sup>	\$468,047	\$722,568	\$962,579	\$1,168,791	\$1,274,984	\$4,596,969
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Other Funding						\$0
1 - Hixson-Lied Endowment <sup>2</sup>	\$400,000	\$26,000	\$151,000	\$29,500	\$29,500	\$636,000
2 - Carson Center Endowment <sup>3</sup>	\$8,502,000	\$634,500	\$85,150	\$259,413	\$330,447	\$9,811,510
Tuition and Fees <sup>4</sup>	\$126,528	\$295,124	\$585,510	\$890,762	\$1,211,620	\$3,109,544
<b>Total Revenue</b>	<b>\$9,496,575</b>	<b>\$1,678,192</b>	<b>\$1,784,239</b>	<b>\$2,348,466</b>	<b>\$2,846,551</b>	<b>\$18,154,023</b>

<sup>1</sup> Current film and new media faculty will continue to teach courses under new program. A total of 7 new faculty lines (combination of tenure-track and professors of practice) and 1.5 temporary faculty (visiting/guest artists and lecturers) will be hired using reallocated resources from the University and/or College. Funds will also be reallocated by the University and/or College for hiring 5 new staff lines, general operating expenses, faculty start-up packages, internship and challenge grant support, and equipment.

<sup>2</sup> The Hixson-Lied Endowment will contribute funding over several years. Year 1 is designated for equipment purchase. Years 2 through 5 include funding support for internships, guest artists/instructors, and an Emerging Media Arts Conference anticipated to be held every 3 years beginning in FY2021.

<sup>3</sup> Carson Center Endowments for equipment and general operations will contribute annually to on-going expenses. Year 1 includes building renovation expenses including capital equipment. Year 2 through 5 includes funding for staff salaries, internships, and professorships. Year 4 and 5 include visiting professor, guest artist and fellowship funding from the Carson Center Endowment. In addition, bridge funding from University and/or College resources for some staff lines ends in the 4th and 5th years and Carson Center will begin fully funding these salaries.

<sup>4</sup> Tuition and fees estimates are based on the table below:

Student Type <sup>a</sup>	(FY2019) Year 1		(FY2020) Year 2		(FY2021) Year 3		(FY2022) Year 4		(FY2023) Year 5	
	R	NR	R	NR	R	NR	R	NR	R	NR
Est. Tuition <sup>b</sup>	\$7,268	\$23,322	\$7,413	\$24,255	\$7,561	\$25,225	\$7,712	\$26,234	\$7,866	\$27,283
Fees <sup>c</sup>	\$2,174	\$2,174	\$2,174	\$2,174	\$2,174	\$2,174	\$2,174	\$2,174	\$2,174	\$2,174
Est. Per Student Tuition & Fees	\$9,442	\$25,496	\$9,587	\$26,429	\$9,735	\$27,399	\$9,886	\$28,408	\$10,040	\$29,457
Est. Total Enrollment in Major	58		70		90		110		130	
Est. Total New Students in Major <sup>d</sup>	10		22		42		62		82	
Est. New Enrollment - Student Type <sup>e</sup>	8	2	17	5	32	10	47	15	62	20
Est. New Tuition & Fees	\$75,536	\$50,992	\$162,979	\$132,145	\$311,520	\$273,990	\$464,642	\$426,120	\$622,480	\$589,140
Est. New Tuition & Fees	\$126,528		\$295,124		\$585,510		\$890,762		\$1,211,620	
<b>Est. New Total Tuition &amp; Fees</b>										<b>\$3,109,544</b>

<sup>a</sup> R = resident undergraduate student; NR = nonresident undergraduate student

<sup>b</sup> Assumes 30 credit hours per year and a tuition increase based on 2017-2018 tuition rates [Resident: \$237.50/credit hour; Non-resident: \$747.50/credit hour]. Tuition increase rate is 2% for residents and 4% for non-residents.  
[https://irads.unl.edu/publications/fb17\\_18.pdf](https://irads.unl.edu/publications/fb17_18.pdf) (page 45)

<sup>c</sup> University mandatory fees plus course/lab fees. Mandatory fees \$787 per semester based on 2017-2018 fee schedule. Course fees \$75 per course; average 4 courses per year. Assumes no change over 5 years.  
[https://irads.unl.edu/publications/fb17\\_18.pdf](https://irads.unl.edu/publications/fb17_18.pdf) (page 47)

<sup>d</sup> Current student enrollment in film and new media courses is 48; assumes all majors will switch to new program for Fall 2018 with increased student enrollment over next 5 years.

<sup>e</sup> Estimated major enrollment is allocated by current Hixson-Lied College of Fine and Performing Arts proportion of resident (76%) and non-resident (24%) students.  
[https://irads.unl.edu/publications/fb17\\_18.pdf](https://irads.unl.edu/publications/fb17_18.pdf) (page 71)

TO: The Board of Regents Addendum IX-A-7

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Elimination of the Associate of Arts degree in Fire Protection Technology in the Durham School of Architectural Engineering and Construction in the College of Engineering at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to eliminate the Associate of Arts degree in Fire Protection Technology in the Durham School of Architectural Engineering and Construction in the College of Engineering at UNL

PREVIOUS ACTION: June 8, 2012 – The Board approved the creation of the Bachelor of Science degree in Emergency Management at UNO.

The Associate of Arts degree in Fire Protection Technology was established prior to modern records of Board approvals.

EXPLANATION: The curricular content associated with the UNL Associate of Arts degree in Fire Protection Technology was transferred to the University of Nebraska at Omaha (UNO) in 2012-13. The program, with enhancements, is a concentration area within UNO's Bachelor of Science in Emergency Management degree.

This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM SAVINGS: There are no anticipated savings associated with this change.

SPONSORS: Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 1, 2018

TO: The Board of Regents Addendum IX-A-8

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Establishment of the Center of Excellence in Pancreatic Cancer administered by the College of Medicine at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Approval is requested to establish the Center of Excellence in Pancreatic Cancer administered by the College of Medicine at UNMC

PREVIOUS ACTIONS: January 29, 2016 – The Board approved the establishment of the Fredrick F. Paustian Center for Inflammatory Bowel Disease in the College of Medicine at UNMC

June 7, 2013 – The Board approved the naming of the Cancer Center the “Fred and Pamela Buffett Cancer Center” at UNMC.

EXPLANATION: The mission of the proposed Center of Excellence in Pancreatic Cancer is to improve the health of patients diagnosed with pancreatic cancer. This will be accomplished by a team that incorporates innovative basic, translational, and clinical research in pancreatic cancer. The Center will further establish UNMC as a nationally-recognized center of excellence in care and research related to pancreatic cancer early detection, genetic counseling, surgical techniques, chemotherapy, immunotherapies, pathway directed therapies, and radiation therapy.

This Center is proposed because no one UNMC department or college exists that has the faculty expertise to accomplish its goals. It will provide a platform for an interdisciplinary team of healthcare professionals and scientists to provide leadership, translational and clinical research, and education focused on improving outcomes for patients suffering from pancreatic cancer.

This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$625,550 for Year 1; \$8,608,610 over five years

SOURCE OF FUNDS: Nebraska Medicine; Fred and Pamela Buffett Cancer Center; and private funds

SPONSORS: H. Dele Davies  
Senior Vice Chancellor for Academic Affairs and Dean for Graduate Studies

Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 7, 2018

## Request to Approve the Center of Excellence in Pancreatic Cancer

### Descriptive Information:

**Name of the Center:** Center of Excellence in Pancreatic Cancer

1. **Institution proposing the center:** University of Nebraska Medical Center (UNMC)
2. **Programs involved:**
  - College of Medicine
    1. Department of Internal Medicine – Divisions of Hematology/Oncology and Gastroenterology
    2. Department of Surgery – Divisions of General Surgery, Surgical Oncology and Transplantation
    3. Department of Pathology and Microbiology
    4. Department of Radiology
    5. Department of Radiation Oncology
  - Fred and Pamela Buffett Cancer Center (FPBCC)
    1. GI Malignancy Program
  - Department of Biochemistry
  - MMI – Genetic Counseling and Genomics
  - College of Nursing
  - College of Pharmacy

### **Other programs offered in this field by UNMC:**

3. None

**Administrative unit for the center:** UNMC College of Medicine

**Physical location:** UNMC College of Medicine, Fred and Pamela Buffett Cancer Center (FPBCC)

**Proposed date (term/year) for the Center to be approved by the Board of Regents:** 5 years approval (renewable)

### 1. **Purpose and Goals of the Center:**

**Mission of the Center:** To improve the health of patients diagnosed with pancreatic cancer via a focused multi-disciplinary inter-professional team that incorporates innovative basic, translational, and clinical research in pancreatic cancer.

**Vision of the Center:** The vision for this center is to further establish UNMC as a nationally recognized center of excellence in care and research as it relates to pancreatic cancer early detection, genetic counseling, surgical techniques, chemotherapy, immunotherapies, pathway directed therapies, and radiation therapy. In addition, we will enhance and bring to clinical evaluation, the basic and translational research, as well as clinical trials in pancreatic cancer

done by researchers at UNMC and the FPBCC. The center will bring together the physicians and scientists specializing in pancreatic cancer care and research while advancing the pancreatic cancer program throughout the region and nationally.

**History:** UNMC and the FPBCC have had a long-standing interest in the clinical care and research in pancreatic cancer. Nationally known experts in pancreatic cancer research, Michael Hollingsworth, Ph.D., and Surinder Batra, Ph.D, have been major contributors to the three consecutive pancreatic cancer Specialized Program of Research Excellence (S.P.O.R.E.) grants awarded by the National Cancer Institute (NCI) to UNMC/FPBCC. Other researchers with special expertise in pancreatic cancer research on campus are Sarah Thayer, M.D., Ph.D (Surgical Oncology), Luciano Vargas, M.D. (Transplant Surgery), Mark Carlson (General Surgery) Jean Grem, M.D. (Medical Oncology) and Chi Lin, M.D. (Radiation Oncology). In addition, several other physicians who specialize in pancreatic cancer including the diagnosis, surgical management, medical oncology, and radiation oncology management are included as members of the pancreatic cancer teams on campus.

#### **Goals of the Center:**

- Improve the health of patients afflicted with pancreatic cancer through high quality care and innovative research.
- Expand the clinical infrastructure for early phase clinical trials focusing on pancreatic cancer.
- To provide an educational platform to train future health care professionals with a focus on pancreatic cancer
- To enhance the basic, translational, and clinical trial research related to pancreatic cancer that translates the pre-clinical research into improved outcomes for patients with pancreatic cancer.
- To enhance the hereditary cancer counseling services and to create a high-risk pancreatic cancer screening repository and clinic to evaluate for biomarkers or early signs of pancreatic cancer in high-risk families or populations.
- To develop novel therapies for patients with pancreatic cancer through evidence based investigator initiated clinical trials.
- To attract additional new faculty to UNMC and FPBCC in all clinical and research areas to focus on research and clinical care to improve the outcome of patients with pancreatic cancer.
- To upgrade the UNMC clinical genomics laboratory and infrastructure to include the state of the art genomic testing in pancreatic cancer

These goals are focused on enhancing collaborative research, improving health disparities, and improving the overall health of the citizens of the State of Nebraska and the Midwest region. These goals are consistent with the UNMC, Nebraska Medicine, and FPBCC strategic plans.

## **2. Need and Demand for the Center:**

This Center of Excellence in Pancreatic Cancer is proposed because there would be no one department or College that would have the interdisciplinary faculty to accomplish the goals of this Center. This Pancreatic Cancer Center of Excellence will provide a platform for an interdisciplinary team of healthcare professionals and scientists to provide leadership, translational and clinical research, and education focused on improving outcomes for patients suffering from pancreatic cancer.

Impact of Pancreatic Cancer:

- Despite aggressive multidisciplinary care, 55,440 new cases of pancreatic cancer will be diagnosed in the United States in 2018 with an incidence of 12.5/100,000 population. The current overall 5-year survival rate for all stages of pancreatic cancer is 5%.
- The incidence of pancreatic cancer is increasing and by 2030, pancreatic cancer is expected to become the second-leading cause of cancer-related mortality.
- In the state of Nebraska, there are 259 cases of pancreatic cancer per year diagnosed with an incident rate of 12.2/100,000. Currently there are approximately 170 newly diagnosed pancreatic cancer patients in the primary and secondary service areas surrounding UNMC.
- There are no other Pancreatic Cancer Center of Excellence programs in the adjacent five state region, which will allow the UNMC/FPBCC Pancreatic Cancer Center of Excellence to serve pancreatic cancer patients in the surrounding areas with innovative clinical research and state of the art care.

## **3. Adequacy of Resources:**

Although numerous faculty members are already engaged in research and scholarship related to pancreatic cancer, there is no organizational unit to spur collaboration among them. An organized infrastructure with a visionary leader who is nationally/internationally known for clinical research in pancreatic cancer will enhance collaborations and attract patients for clinical trials with the goal of increasing survival for all patients with pancreatic cancer.

Current faculty for the Pancreatic Cancer Center of Excellence include:

- College of Medicine
  - Department of Internal Medicine
    - Division of Hematology/Oncology:
      - Jean Grem, MD
      - Kelsey Klute, MD
      - Luda Berim, MD
    - Division of Gastroenterology:
      - Shailender Singh, MBBS
  - Department of Surgery
    - Division of Surgical Oncology:
      - Sarah Thayer, MD, Ph.D.
      - Quan Ly, MD

- Brad Reams
    - James Padussis, MD
  - Division of Transplant Surgery:
    - Alan Langnas, MD
    - Luciano Vargas, MD
  - Division of General Surgery
    - Mark Carlson
- Department of Radiation Oncology:
  - Chi Lin, MD, Ph.D.
- Department of Pathology and Microbiology:
  - Audrey Lazenby, MD
  - Geoffrey Talmon, MD
  - Allison Cushman Vokoun, MD
- FPBCC
  - Michael Hollingsworth, Ph.D.
  - Jennifer Black, Ph.D.
  - Jing Wang, Ph.D.
  - Pankaj Singh, Ph.D.
- Department of Biochemistry
  - Surinder Batra, Ph.D.

Additional personnel needed include:

1. The Pancreatic Cancer Center of Excellence Director (M.D. or M.D, Ph.D) – this position is in the process of being identified and will be a distinguished clinical researcher to lead the multi-disciplinary team that comprises the Center.
2. Three additional Physician-Scientists- specializing in Medical Oncology, Surgical Oncology, Transplant Surgery, Radiation Oncology, and/or Gastroenterology to support the center goals
3. Three Basic/translational scientists who will complement the clinical research and further improve the bench to bedside research of the Center in pancreatic cancer.

Physical Facilities:

1. The location of the program would be at the UNMC campus, Nebraska Medicine, and the FPBCC clinical and research laboratory space.
2. No additional space would be required for this program, as it would be housed in the recently constructed FPBCC buildings and Nebraska Medicine facilities.

Budget: Initial costs of the Pancreatic Center of Excellence would be included in the recruitments for the physician scientists through the University of Nebraska Foundation, Nebraska Medicine, and existing funding sources (See attached budget). The approximate ratios of revenue for the Center would include 50% from Nebraska Medicine, 20% from The University of Nebraska Foundation, and 30% from the Fred and Pamela Buffett Cancer Center. No Nebraska State Funding is being requested for support of the Center.

#### **4. Organizational Structure and Administration:**

Center Director (TBA) will serve as the visionary leader for the Pancreatic Cancer Center of Excellence. The director will be responsible for providing leadership in convening interprofessional and interdisciplinary faculty to focus on the mission and vision for the Center. She/he will partner with the Chiefs of Surgical Oncology, Transplant Surgery, Medical Oncology, FPBCC Director, and associated entities to develop new research and clinical programs to help fund the ongoing work of the Center. As the Center will contain faculty from many different Colleges and Institutes at UNMC, the Pancreatic Center of Excellence will report to the Chancellor of UNMC through the Vice Chancellors of Research and Academic Affairs.

#### **5. Partnerships with Business:**

There is potential for research developed under the center to be commercialized under the UneMed Infrastructure to provide intellectual property rights to UNMC. In addition, clinical trials that are performed at UNMC bring in major support dollars in contracts and grant dollars. In addition, clinical services provided at UNMC under the Center will attract patients from the region and nationwide to support the clinical enterprise.

#### **6. Partnerships with communities:**

The potential exists for partnerships with communities in Nebraska and the region who have limited access to state of the art clinical care for patients with pancreatic cancer. Continuing education of the health care providers in these communities as well as the public will enhance the citizens of Nebraska ability to obtain the latest in cancer care and research for those affected by pancreatic cancer.

#### **7. Centrality to the Role and Mission of the Institution:**

The mission of UNMC/Nebraska Medicine is:

“We are Nebraska Medicine & UNMC. Our mission is to lead the world in transformation lives to create a healthy future for all individuals and communities through premier educational programs, innovative research and extraordinary patient care”

The Center of Excellence in Pancreatic Cancer will focus on multi-disciplinary innovative translational research and clinical trials, which will then lead to enhanced therapeutic opportunities for patients diagnosed with pancreatic cancer. In addition, the Center will add to research in the field of early detection for pancreatic cancer.

#### **8. Collaborations with other Organizations:**

The proposed Center will further form and enhance present collaborations with other academic pancreatic cancer clinical and translational research programs including other pancreatic cancer SPORE programs nationwide. In addition, the Center will increase collaborations with patient education and



research groups such as Pan Can and other national organizations that support pancreatic cancer patients and research.

**9. Outcomes and Specific Measures of Success:**

- Increased clinical cases of pancreatic cancer referred to Nebraska Medicine for comprehensive surgical resection, medical and/or radiation oncology care.
- Increased number of patients with pancreatic cancer placed on clinical trials
- Improve evidence based patient outcomes by enhancing the standard of care for patients with pancreatic cancer
- Enhanced clinical and translational research funding for pancreatic cancer
- Providing a platform for healthcare provider education in the care of patients with pancreatic cancer to providers in the state of Nebraska
- Increase research funding for pancreatic cancer from external sources
- Increased scholarly research including publications, presentations, and participation in professional and scientific meetings
- Increased community visibility

**10. Consistency with the Comprehensive Statewide Plan for Postsecondary Education: how this program would enhance relevant statewide goals for education**

- The Center will meet many of the Comprehensive Statewide Plan for Postsecondary Education including – “Research and Technology Transfer”, “Exemplary Institutions”, “Accountability and Effectiveness” and “Partnerships with other States”.
- **Research and Technology Transfer.**

The research conducted by the Center will benefit Nebraskans as pancreatic cancer is one of the most lethal causes of cancer in the state and the country. There will be opportunity to attract federal research dollars which will improve the quality of life in Nebraska and ultimately reduce morbidity and mortality. There is potential for research developed under the center to be commercialized under the UneMed Infrastructure to provide intellectual property rights to UNMC. In addition, clinical trials that are performed at UNMC bring in major support dollars in contracts and grant dollars. In addition, clinical services provided at UNMC under the Center will attract patients from the region and nationwide to support the clinical enterprise.

- **Exemplary Institutions**
- UNMC is already emerging as an exemplary institution that is gaining national recognition for the excellence of our faculty and staff. The Center will be critical to UNMC to continue along this path by enabling us to attract even more world class researchers, funding and patients from across the nation and around the world.

- **Accountability and Effectiveness**
- The use of a Center structure to address Pancreatic Cancer will ensure greater accountability and effectiveness by ensuring likeminded researchers, educators and clinicians are brought together from different Departments and the FPBCC under the same umbrella to work together. This will enable efficient and effective allocation of resources by avoiding duplication of efforts within the college. It will also enable measurable goals to be set and accomplished each year.
- **Partnerships with Other States**
- The potential exists for partnerships with communities in Nebraska and other states in the region who have limited access to state of the art clinical care for patients with pancreatic cancer. Continuing education of the health care providers in these communities as well as the public will enhance the citizens of Nebraska ability to obtain the latest in cancer care and research for those affected by pancreatic cancer.

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**  
**Center of Excellence in Pancreatic Cancer at UNMC**

	(FY2019) Year 1		(FY2020) Year 2		(FY2021) Year 3		(FY2022) Year 4		(FY2023) Year 5		Total
<b>Personnel</b>	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Faculty <sup>1</sup>	1.0	\$484,000	3.0	\$919,600	5.0	\$1,452,000	7.00	\$1,633,500	7.00	\$1,663,750	\$6,152,850
Professional											
Graduate Assistants											
Admin Asst II	1.0	\$66,550	1.0	\$67,881	1.0	\$69,239	2.00	\$137,173	2.00	\$139,917	\$480,760
Subtotal	2.0	\$550,550	4.0	\$987,481	6.0	\$1,521,239	9.00	\$1,770,673	9.00	\$1,803,667	\$6,633,610
<b>Operating</b>											
Operating and Office Supplies <sup>2</sup>		\$75,000		\$125,000		\$150,000		\$200,000		\$200,000	\$750,000
Laboratory Supplies		\$0		\$125,000		\$200,000		\$225,000		\$225,000	\$775,000
Laboratory Equipment		\$0		\$150,000		\$125,000		\$125,000		\$50,000	\$450,000
Other Building Remodel/retrofit											
Subtotal		\$75,000		\$400,000		\$475,000		\$550,000		\$475,000	\$1,975,000
<b>Total Expenses</b>		\$625,550		\$1,387,481		\$1,996,239		\$2,320,673		\$2,278,667	<b>\$8,608,610</b>

<sup>1</sup> Center Director (FY19) and new faculty members (FY 20, 21 and 22).

<sup>2</sup> Examples: books, dues, journals, travel, computers, telephones, software, copy, fax, desks, bookcases.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**  
**Center of Excellence in Pancreatic Cancer at UNMC**

	(FY2019) Year 1	(FY2020) Year 2	(FY2021) Year 3	(FY2022) Year 4	(FY2023) Year 5	Total
Nebraska Medicine	\$312,775	\$693,741	\$998,119	\$1,160,337	\$1,139,333	\$4,304,305
University of Nebraska Foundation	\$125,110	\$277,496	\$399,248	\$464,135	\$455,733	\$1,721,722
Fred & Pamela Buffett Cancer Center	\$187,665	\$416,244	\$598,872	\$696,202	\$683,600	\$2,582,583
<b>Total Revenue</b>	\$625,550	\$1,387,481	\$1,996,239	\$2,320,673	\$2,278,667	<b>\$8,608,610</b>

TO: The Board of Regents Addendum IX-A-9

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Creation of the Master of Arts (MA) in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO) and the Department of Psychology in the Munroe-Meyer Institute at the University of Nebraska Medical Center (UNMC) and transition of the existing UNO Applied Behavioral Analysis Graduate Certificate to a jointly-administered UNO/UNMC graduate certificate

RECOMMENDED ACTION: Approval is requested to create the Master of Arts in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at UNO and the Department of Psychology in the Munroe-Meyer Institute at UNMC.

Approval is requested to transition the existing UNO Applied Behavior Analysis Graduate Certificate to a jointly-administered UNO/UNMC graduate certificate

PREVIOUS ACTIONS: January 25, 2013 – President’s Milliken’s expedited approval of the Applied Behavioral Analysis Graduate Certificate in the Department of Psychology at UNO was reported to the Board.

EXPLANATION: Applied Behavior Analysis (ABA) is the scientific and professional field dedicated to the application of a natural science of behavior as an effective treatment and education protocol for individuals with autism spectrum disorders (ASD) and related developmental disabilities.

The 39-credit hour ABA degree program will prepare graduates for careers in behavioral health and/or education settings. The courses and practicum experience are approved by the Behavior Analyst Certification Board which allows graduates to sit for the Board Certified Behavior Analyst (BCBA) exam. The BCBA is nationally-recognized as an essential credential in the delivery of treatment services for individuals with ASD and related developmental disabilities. In addition, the program coursework and practicum are designed to allow students to apply for Provisional Licensure as Mental Health Practitioners through the Nebraska Department of Health and Human Services. The goal is to have all courses needed for the master’s degree and certification program available for online delivery throughout Nebraska and the Midwest region.

Graduates will be employed in agencies as behavioral health providers for children and adolescents with significant emotional, behavioral, and/or development difficulties. In addition, graduates of this master’s program have been admitted to PhD programs in ABA and Psychology.

By association, approval of this program also includes approval of the transition of the existing UNO Applied Behavior Analysis Graduate Certificate to a joint ABA graduate certificate administered by UNO and UNMC. The 12-credit hour ABA graduate coursework is a subset of the coursework required for the ABA master's degree program.

This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$0 for Year 1; \$330,000 for five years

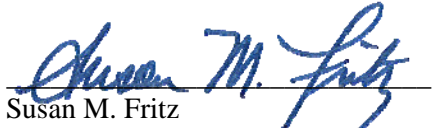
SOURCE OF FUNDS: Existing funding from the UNO College of Arts and Sciences; tuition and fees; and grant funding from NU Online

SPONSORS:

B.J. Reed  
Senior Vice Chancellor for Academic and Student Affairs

H. Dele Davies  
Senior Vice Chancellor for Academic Affairs and Dean for Graduate Studies

Jeffrey P. Gold  
Interim Chancellor, University of Nebraska at Omaha  
Chancellor, University of Nebraska Medical Center

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 1, 2018

## MA Applied Behavior Analysis Proposal

### Descriptive Information:

- Name of institution proposing the program: University of Nebraska at Omaha (UNO) and University of Nebraska Medical Center (UNMC)
- Name of the program proposed: Applied Behavior Analysis (ABA)
- Degrees/credentials to be awarded graduates of the program: MA
- Other programs offered in this field by this institution: Ph.D. in Medical Sciences Interdisciplinary Area (MSIA) with an Applied Behavior Analysis Concentration (UNMC), Graduate Certificate in Applied Behavior Analysis (UNO), and the MA in Psychology with a concentration in Applied Behavior Analysis (UNO).
- CIP code: 42.2814
- List the administrative units for the program:  
UNO: College of Arts and Sciences, Psychology Department  
UNMC: Munroe-Meyer Institute (MMI), Psychology Department
- Proposed delivery site(s), and type(s) of delivery, if applicable: Hybrid and Online Only  
Sites: UNO, UNMC
- Date approved by governing board: TBD
- Proposed date (term/year) the program will be initiated: Fall 2018

### 1. Description and Purpose of the Proposed Program

Applied Behavior Analysis (ABA) is the scientific and professional field dedicated to the application of a natural science of behavior<sup>1</sup>. It is typically subsumed as a field within psychology<sup>2</sup>, and many of the principles of ABA serve as the foundation for evidence-based behavioral and cognitive-behavioral therapies<sup>3</sup>. In addition, ABA also has direct implications for education<sup>4</sup> and its principles serve as a foundation to established evidence-based educational curricula and programs<sup>5</sup>. More recently, ABA has garnered attention respective to its utilization for the effective treatment and education of individuals with autism spectrum disorders (ASD) and related developmental disabilities<sup>6</sup>.

This proposed joint MA program in ABA is designed to train students in the science and profession of ABA. The program courses and practicum experience are approved by the Behavior Analyst Certification Board (BACB) which allows students to sit for the Board Certified Behavior Analyst (BCBA) exam. The BCBA is nationally recognized as an essential credential in the delivery of treatment services for individuals with ASD and related developmental disabilities<sup>7</sup>. In addition, the program coursework and practicum are designed to allow students to apply for Provisional Licensure as a Mental Health Practitioner (PLMHP) through the Nebraska Department of Health and Human Services (NE HHS). Following an additional 3,000 hours of supervised experience and completion of the requisite counseling examination, graduates of the program may be a Licensed Mental Health Practitioner (LMHP) in

Nebraska. This licensure allows graduates of the program to provide much needed behavioral health services to children and adolescents and their families in Nebraska.

The program is targeted to students with career interests in behavioral health or education settings providing treatment services to individuals with ASD and neurodevelopmental disabilities and their families. Graduates of the program are employed in community agencies as behavioral health providers to children and adolescents with significant emotional and behavioral difficulties, agencies that provide home-based and center-based services to children and adolescents with autism and developmental disabilities, consulting in schools, working in university-based centers serving children with significant feeding problems, severe behavior problems, and early intervention for children with ASD. In addition, graduates of this program have also been admitted to Ph.D. programs in ABA and in School Psychology.

This program is unique to Nebraska and the Midwest region and builds on a collaboration between the Munroe- Meyer Institute (MMI) and UNO which started in fall, 2007. Faculty from the School Psychology graduate training program at UNO and faculty from the Psychology Department at MMI collaborated to create a concentration in ABA in Psychology at UNO. The school psychology faculty at UNO and psychology faculty at MMI have developed and taught courses, provided advisement, supervision, administration and management of the program as overload in addition to their regular clinical, teaching, research and service expectations since 2007. Twenty-four students have graduated from the program and 100% of students who have taken the BCBA exam have passed the exam. Also, 100% of the graduates who have applied to be a Provisionally Licensed Mental Health Practitioner (PLMHP) have received the PLMHP to provide behavioral health services in Nebraska. Over 80% of the graduates have remained in Nebraska to provide much needed behavioral health services to children and adolescents with mental health needs and disabilities such as ASD and neurodevelopmental disabilities. The program is also designed to meet accreditation standards pending review by the Association for Behavior Analysis International (ABAI).

In addition, a certificate program in ABA was approved at UNO in 2012\*\*. This certification program will allow current professionals, such as School Psychologists, Special Educators, Speech/Language Pathologists, and other mental health professionals to acquire needed skills and knowledge about applied behavior analysis and treatment services for children and adolescents with disabilities.

Currently, three of the courses for the concentration in ABA program have been reconfigured to be online/distance education courses. The goal is to have all courses available for online/distance education learning for students and professionals throughout Nebraska and the Midwest region for the Master's degree graduate training program and the certification program.

There is no other program in Nebraska that provides graduate training at the Master's level for ABA and no other program in the region with an emphasis on mental/behavioral health for children and adolescents and their families, particularly with a focus on those individuals with disabilities, such as ASD and other neurodevelopmental disabilities.

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\*\* Upon approval of this proposal, the graduate certificate will be a joint program between UNO and UNMC.

The program will be structured as a “joint program” as specified in the 2012 University of Nebraska Graduate College Policy Handbook (page 42) to allow students to graduate with a MA in ABA. Students meeting acceptable criteria may also continue on to pursue the degree of Ph.D. in ABA through the UNMC MSIA graduate studies program. Students will apply for the MA program on either the UNO or UNMC campus. A “Joint ABA Graduate Program Coordination Committee” with membership from each campus (appointed by MMI Director/UNO Arts and Sciences Dean) will be responsible for coordinating overall strategy, formulating common policies and establishing general requirements for the program. Admission into the program and management/monitoring of student progress will be carried out by campus-based ABA Graduate Program Committees.

## **2. Program of Study**

### **Program Philosophy**

This program is designed to develop individuals with the expertise in ABA science and evidence-based treatment service delivery to work in community, clinical, medical, and educational settings in Nebraska and the Midwest region. This will provide needed behavioral health services to children and adolescents and their families. A particular focus of the program will be on individuals with neurodevelopmental disabilities, such as ASD, and individuals with significant behavioral concerns. The focus of the program will be on training ABA practitioners. However, students who have aptitude for advance training in ABA at the Ph.D. level will also be recruited. They will continue their graduate training to advance the science of ABA and extend training of ABA professionals.

### **Program Structure**

The proposed program follows the University of Nebraska Graduate College Joint Program Definition. Jointly administered by UNMC and UNO, the program allows for the continuation and extension of the existing program track in ABA in UNO Psychology. Students in the existing program will be provided the option to switch to the new degree joint program through UNO or UNMC.

The MA in ABA program will be a minimum of 39 credit hours beyond the baccalaureate degree. The MA will consist of a common core of ABA coursework of 18 credits, related behavioral/mental health coursework of 12 credits, 750 or 1000 hour practicum experiences of 6 credits, and required research experience of Research other than Thesis (3 credits) or Thesis (6 credits). Research other than Thesis will consist of applied research experience with a faculty mentor leading to first author presentation of the research at a conference. Thesis will consist of an original work of research in the student’s field of interest under the direct supervision of a graduate faculty mentor and committee. The thesis product will be a manuscript ready for submission for review by a peer-reviewed journal. A comprehensive examination is required for all students consisting of a formal case presentation from their practicum experience to program faculty and students.



All coursework, including practicum opportunities, in the ABA program will include an online component to allow students outside the Omaha metropolitan area to take courses. This option will allow students and professionals throughout Nebraska and the Midwest region to take coursework leading to certification in ABA, sit for the BCBA exam, and/or be eligible for PLMHP. Two of the courses essential for BCBA and one other course in the program are currently offered online. These courses will be updated, and other courses will be developed online with grant assistance from NU Online Worldwide following submission for a joint program online grant proposal in April/May 2016.

Coursework and practicum will also be open to graduate students from other related graduate training programs interested in the BCBA credential such as School Psychology, Education, Special Education, Speech/Language Pathology, Social Work, and Counseling. Formalized agreements with graduate faculty from these related programs will be established once the joint program is fully developed.

### **Program Management**

The UNO and UNMC Graduate Deans, on the recommendation of the respective college deans, will appoint three Graduate Faculty Members from each campus to serve on the Joint MA-ABA Graduate Program Coordination Committee. The MMI Psychology Department Director and UNO Psychology Department Director shall recommend names for membership on the joint committee. If relevant, membership of the Committee could be extended to other participating departments/programs outside of the UNO Psychology Department or MMI Psychology Department upon the recommendation of the respective college dean of either campus.

The Joint MA-ABA Graduate Program Coordination Committee will be responsible for coordinating the overall effort across campuses, to maintain unity of the proposed program in terms of planning, policymaking, and periodic program evaluation. The Joint Committee's responsibilities will include setting overall direction of the joint program, including adhering to all relevant accreditation, credentialing and licensing standards for training and practice of Applied Behavior Analysis. In addition, the Joint Committee will be responsible for establishing admissions criteria respective to each campus, admitting students to the respective campus programs, matching students with faculty advisors, establishing criteria for final comprehensive examination, and monitoring student progress. UNO and UNMC faculty members of the joint committee will serve on the relevant committees respective to each campus related to graduate training and administration. The participating college Deans shall also mutually agree upon and appoint a Director/Chair of the Joint MA-ABA Graduate Program Committee who will be responsible for overseeing the activities of the Committee. The Director shall serve for a term of three years renewable for additional terms by mutual agreement and recommendation of the participating college Deans.

### **MA-ABA Student Faculty Advisement/Supervision**

Each MA-ABA student will be matched with a MA-ABA program faculty advisor from their respective campus. On occasion, as need arises and is determined by the Joint Committee,

students may be matched with faculty advisor from the other participating campus ABA program. The MA-ABA program faculty advisor shall be responsible for student advising and supervision relative to progress with coursework, practicum, and research experiences, as well as professional development.

### **Program Admission**

Applicants must follow the formal procedures established for admission to the graduate program at the appropriate NU campus. Current admissions criteria for the ABA program will be continued and include:

A minimum of 15 undergraduate semester hours or the equivalent of psychology courses including basic statistics and an upper-level laboratory course emphasizing the experimental method, data collection, statistical analysis, and report writing are required. For example, classes offered at UNO that would fulfill this requirement include laboratory research in Cognitive Psychology (PSYC-4074), Sensation and Perception (PSYC-4214), Behavioral Neuroscience (PSYC-4234), Animal Behavior (PSYC- 4280), and Learning (PSYC- 4024).

The following information is required for every individual applying to the ABA program:

- Graduate Record Examination (GRE)
- Undergraduate and graduate (if applicable) grade point average (GPA)
- Three letters of recommendation
- Statement of purpose
- Senior authored writing sample
- Vitae
- Transcripts
- Application form

Evaluation for admission is based on a portfolio approach that includes review of undergraduate GPA, GRE scores, letters of recommendation, review of transcripts, review of writing sample, and review of curriculum vita or resume.

A personal interview will be conducted on the respective campus in person or online (e.g., Skype, Vidyo, Adobe Connect).

Students whose native language is not English must have an oral and written command English, adequate for graduate work. All applicants to a graduate program at UNO whose native language is not English must present a score on the Test of English as a Foreign Language (TOEFL), the International English Language Testing System (IELTS) or the Pearson Test of English (PTE).

The proof of English proficiency requirement will NOT be applied to applicants who have already received or will be receiving a baccalaureate or other advanced degree from an English-speaking higher education institution within a country approved for the proof of English proficiency waiver.

## **Academic Requirements**

Graduate courses taken after the baccalaureate degree from another approved institution may count toward the credit hour requirements after review and approval by the Joint MA-ABA Coordinating Program Committee.

The MA-ABA requires a minimum of 39 hours of coursework. All students take the same program of study. The course sequence reflects the requirements of the BACB and the PLMHP. All BCBA courses have been approved by the BACB and the coursework has been approved for PLMHP by the Mental Health Board of the Nebraska Department of Health and Human Services.

### **Required Coursework**

PSYC 8000: The Profession of Psychology (no credit)

PSYC 9040: Proseminar: Learning (3 credits)

PSYC 9230: Proseminar: Behavioral Neuroscience (3 credits)

PSYC 9560: Proseminar: Developmental Psychology (3 credits)

PSYC 9910: Applied Statistics (3 credits)

\*PSYC 8520: Foundations of Assessment (3 credits)

\*PSYC 8550: Psychotherapeutic Interventions (3 credits)

PSYC 8576: Behavior Analysis and Intervention (3 credits)

\*PSYC 8700: Ethics and Law for Psychology and Applied Behavior Analysis (3 credits)

PSYC 9570 Applied Behavior Analysis (3 credits)

PSYC 9100 Small n Research Designs (3 credits)

PSYC 9470 Practicum in Applied Behavior Analysis (6 credits, 750 hours)

PSYC 9960 Research other than Thesis (3 credits) OR

PSYC 8990: Thesis (6 credits)

\*Online or partially online.

Comprehensive Exam (required): Students will select one case from their practicum and make a formal presentation to faculty and fellow students. The comprehensive exam presentation will be scheduled for March or April of the student's second year in the program. Faculty will evaluate the presentation content and give feedback to the student. A pass/fail grade will be assigned.

## **Grade Requirements**

Students must obtain a grade of B or higher in each of the required courses. Any student failing the grade requirements will be denied from completing the comprehensive examination and/or dismissed from the program.

## **Financial Aid Opportunities**

Students admitted to the program may receive competitive research/graduate assistantships or other scholarships depending on the campus to which they are admitted. Some UNO and UNMC

graduate assistantships are competitively awarded. The financial aid requirements will be determined by the campus accepting the student.

### **Learning Outcomes**

Learning outcomes reflect university goals as they support the mission of the University of Nebraska. Outcome assessment will be conducted consistent with current campus practices. Graduates will be measured on quantitative and qualitative outcomes. Student skill and knowledge of areas of study and job preparedness will be measured on both quantitative and qualitative scales. Procedures for measuring these outcomes will utilize examinations, written reports, oral projects, research and thesis evaluations, comprehensive examinations, placement statistics, passing of relevant certification and licensure examinations, acceptance to Ph.D. programs, surveys of graduates at the time of graduation and later in their career, reviews of graduate career tracks, and assessment by their employers.

### **3. Faculty, Staff, and other Resources:**

Number of faculty and staff required to implement the proposed program:

It is expected that within the next five years 4.0 FTE faculty will be required for successful continuation and extension of the MA in ABA graduate training program.

MMI administration has allowed for restructuring of current Psychology department faculty time to address up to 2.0 FTE of existing faculty towards teaching, supervision, administration and management of the MA in ABA program. This will result in loss of clinical revenue that was being generated by faculty. It is expected that revenues from online tuition will help offset some of this clinical revenue in the future.

Currently, UNO faculty are teaching some of the required coursework. No new faculty lines will be required to start the program. Pending program growth and the availability of distance tuition revenue, 2.0 FTE faculty lines in ABA will be required at UNO. The first faculty line will be hired in year 3, and the second faculty line will be hired by year 5 commensurate with program growth and demonstrated need.

Secretarial/administrative support will be required on both campuses. Most of this will come from existing administrative assistant support in the UNO Psychology Department and in the MMI Psychology Department.

Additional physical facilities needed:

Additional physical facilities will not be needed as the program faculty and students will use existing physical facilities.

#### Instructional equipment and informational resources:

Additional instructional equipment and information resources related to online distance education will be needed and will be requested through a grant proposal with NU Worldwide Online. One NU Worldwide Grant has already been approved, and will provide support for distance curriculum development in years one and two of this program.

#### **4. Evidence of Need and Demand:**

##### **Need for the program:**

There are over 37,000 children and adolescents in Nebraska in need of behavioral health services. According to 2015 UNMC College of Public Health (COPH) data, 88 of 93 counties in Nebraska are federal behavioral health profession shortage areas.<sup>8</sup> In addition, the number of behavioral health professionals per capita in Nebraska is lower than the national average. Of the behavioral health providers available, a much smaller proportion are explicitly trained to work with children and adolescents with significant behavioral programs and their families. Even fewer are trained to work with children and adolescents with neurodevelopmental disabilities, including autism. No other graduate training program in Nebraska or the region trains behavioral health professionals with a focus on children and adolescents with neurodevelopmental disabilities and/or significant behavioral difficulties. There is no other training program in Nebraska that leads to Board Certification in Behavior Analysis.

Nationally, 43 of 50 states currently have at least one graduate program leading to BCBA certification.<sup>7</sup> In addition, 28 states have passed laws to regulate the practice of behavior analysis through licensure or certification.<sup>9</sup> The demand nationally for behavior analysts has doubled between 2012 and 2014.<sup>10</sup> Examination of job postings nationally reveal that 46% of posting for behavior analysts are in Health Care, 28% in Educational Services, and 11% in Social Assistance Industries.<sup>10</sup>

Behavior analysis is a profession that is growing exponentially because of the need for ABA services nationally. Nebraska also has a need for ABA and behavioral health providers with expertise to provide treatment services for children and adolescents, particularly those with neurodevelopmental disabilities.

##### **Employment and educational advancement opportunities for graduates:**

Currently, we have a 100% placement rate for graduates of the MA in Psychology with the ABA concentration in employment positions that focus on providing behavioral health services to children and adolescents. Over 80% of current graduates are working in Nebraska. Of these, all are working in community or university-based agencies providing evidence-based behavior analytic treatment services to children and adolescents with neurodevelopmental disabilities, including autism. In addition, a couple of graduates have moved to the East Coast and are working in community agencies providing services to children and adolescents with autism. Several graduates are pursuing Ph.D. programs full time (two in School Psychology and two in ABA), with two of these students remaining in Nebraska to pursue their graduate studies.

There is a need throughout Nebraska and regionally for licensed mental health providers with BCBA, and employment opportunities are numerous and available.

**Number of students expected to enroll in the program in each of the first five years of operation and basis for the estimate:**

UNO and UNMC anticipate an annual enrollment of 12 to 16 students. Currently, without engaging in any recruitment efforts, the program is admitting 5-9 per year. Also, there are dozens of inquiries yearly from potential applicants regarding online coursework and the certification program.

**Minimum number of students required to make the program viable:**

The proposed program will be viable with an enrollment of 5-9 students per year. The proposed program will allow for restructuring of the program administration, formal inter-campus joint agreement, and University of Nebraska recognition of the program. Acceptance of the proposal allows the program to continue and also expand efforts (i.e., online programming) to meet needs in Nebraska and beyond for ABA graduate training.

**5. Partnerships with Business:**

There are many community-based behavioral health agencies in Omaha, Lincoln, and throughout Nebraska in need of behavioral health providers with BCBA. Collaborative partnerships to date have largely been focused on providing sites for practicum experiences for students. Partners have included Omni Behavioral Health, Behavn Child Treatment Centers in Omaha and in Lincoln, and Childhood Autism Services. A partnership was recently formed with Apex School in Glenwood, IA. Additional partnerships are likely to be formed with behavioral health outpatient clinics in rural Nebraska. MMI Psychology currently has affiliated psychologists in many of these clinics throughout Nebraska. In addition, partnerships with school districts and early childhood programs (e.g., Educare) are being explored.

**6. Collaborations within the University:**

The UNMC MMI Psychology Department and UNO Psychology Department have been the primary collaborators to date in the development, administration and teaching of the program. The UNMC MMI Center for Autism Spectrum Disorders (CASD) has provided faculty for practicum, research and thesis supervision and will continue to do so. In addition, as needed, faculty from MMI CASD may also help teach in the program. Faculty from the UNMC MMI Education Department have also participated on research thesis committees and will likely continue in this role.

It is also planned that training collaborations may be formed with other Departments and programs at UNO, such as Education, Special Education, Speech/Language Pathology, Counseling, Social Work to provide opportunities for students in those programs to take coursework and practicums leading to Board Certification in Behavior Analysis. For example, for fall 2015 a collaborative program was initiated with the UNO Department of Special

Education to incorporate ABA coursework and practicum leading to national Board Certification in Behavior Analysis as part of a Master's in Special Education degree with the Behavior Intervention Specialist concentration.

**7. Collaborations with Higher Education Institutions and Agencies External to the University:**

At this time, collaborations with other institutions of higher education or agencies external to the university are not planned.

**8. Centrality to Role and Mission of the Institution:**

The proposed joint MA-ABA program reflects the role and mission of UNO and UNMC. As reflected by the mission statements and the strategic plans of both campuses, UNO and UNMC value a high quality education. One of UNO's strategic goals is to achieve 'Academic Excellence', and one of UNMC's strategic goals is to provide a 'learning-centered' education.

The passing rate for the BCBA exam for students currently graduating with a concentration in ABA is 100% in 2015 compared with a national average of 65%.<sup>7</sup> This demonstrates the academic rigor, and the appropriateness of the curriculum. The creation of the proposed program will allow UNO and UNMC to sustain this highly relevant curriculum. In addition, faculty teaching have been nationally and internationally recognized for their research experience in the field of Applied Behavior Analysis.

Further, all students enrolling in the proposed program are required to conduct research. This is directly aligned with UNMC's strategic goal of increasing 'prominence as a research health science center' and UNO's objective of 'increasing research'. The proposed program will increase research and creative activity, and thus lead to increased national visibility of the University of Nebraska in the area of Applied Behavior Analysis. The program is an appropriate educational opportunity in which knowledge will be discovered and disseminated through research, teaching and practice.

**9. Consistency with the University of Nebraska Strategic Framework:**

As mentioned and indicated by high passing rate of the BCBA exam, graduates of the concentration in ABA receive a high quality education. This is aligned with the University of Nebraska Strategic Framework, in particular, goals 1 and 2.

In addition, in an effort to increase the accessibility of the proposed program, there will be a distance-only option which is aligned with Goal 1G of the Strategic Framework.

The proposed program also is a direct response to the opportunities and challenges presented by the state and regional need for behavioral health providers. As indicated by the high placement rate, there is a direct alignment with workforce needs which fulfills goal 3 of the University of Nebraska Strategic Framework.

## **10. Avoidance of Unnecessary Duplication.**

- Similar Programs offered in the state by public or private institutions

This program is unique in the state.

- Similar programs offered within nearby states and are reasonably accessible to Nebraska residents

There is a new program at Briar Cliff University in Iowa. There are programs at the University of Kansas and University of Iowa. Drake University is reportedly seeking to establish a program. There are online programs and many students locally are taking online courses through St. Cloud MN program or Florida Institute of Technology. Our program niche allows for differentiation from these programs: the current existing programs have a focus largely on providing services to individuals with autism, whereas the proposed program includes a focus on providing behavioral health services to a larger and more diverse population of children and adolescents in community settings (outpatient behavioral health clinics, community agencies, schools, etc.).

## **11. Consistency with the Comprehensive Statewide Plan for Postsecondary Education:**

The proposed graduate program in ABA will enhance multiple statewide goals for education relating to “Meeting the Needs of Students (Chapter Two)”, “Meeting the Needs of the State” (Chapter Three), “Meeting Needs by Building Exemplary Institutions” (Chapter Four), and “Meeting Educational Needs through Partnerships and Collaboration” (Chapter Five). In particular, the overall vision of this program to train the next generation of applied behavioral analysts and behavioral health providers to fill a large unmet need in the marketplace, is in alignment with the following statewide goals -- “Nebraska colleges and universities will provide their graduates with the skills and knowledge needed to succeed as capable employees and responsible citizens” and “workforce development and ongoing training needs of employers and industries to sustain a knowledgeable, trained and skilled workforce in both rural and urban areas of the State.”



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**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**  
**Joint UNO/UNMC Master of Arts in Applied Behavior Analysis**

	(FY 2018-19) Year 1	(FY 2019-20) Year 2	(FY 2020-21) Year 3	(FY 2021-22) Year 4	(FY 2022-23) Year 5	<b>Total</b>
<b>Personnel</b>						<b>Cost</b>
Faculty <sup>1</sup>	\$0	\$0	\$82,500	\$82,500	\$165,000	\$330,000
Professional						\$0
Graduate assistants						\$0
Support staff						\$0
Subtotal	\$0	\$0	\$82,500	\$82,500	\$165,000	\$330,000
<b>Operating</b>						
General Operating						\$0
Equipment						\$0
New or renovated space						\$0
Library/Information Resources						\$0
Other						\$0
Subtotal						\$0
<b>Total Expenses</b>	\$0	\$0	\$82,500	\$82,500	\$165,000	<b>\$330,000</b>

<sup>1</sup> UNO Faculty - Pending program growth, demonstrated need and the availability of distance tuition revenue, the first faculty line will start in year three and the second faculty line will be added by year five. Salary and benefits are estimated at \$82,500 per FTE. No additional UNMC faculty will be needed to offer this program.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**  
**Joint UNO/UNMC Master of Arts in Applied Behavior Analysis**

	(FY 2018-19) Year 1	(FY 2019-20) Year 2	(FY 2020-21) Year 3	(FY 2021-22) Year 4	(FY 2022-23) Year 5	<b>Total</b>
Existing Funds <sup>1</sup>	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000	\$775,000
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees <sup>2</sup>	\$48,096	\$72,144	\$108,216	\$144,288	\$144,288	\$517,032
Other Funding <sup>3</sup>			\$15,000	\$15,000	\$0	\$30,000
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b>	<b>\$203,096</b>	<b>\$227,144</b>	<b>\$278,216</b>	<b>\$314,288</b>	<b>\$299,288</b>	<b>\$1,322,032</b>

<sup>1</sup> The UNO College of Arts and Sciences currently spends approximately \$55,000 to hire MMI Psychology faculty members to teach the ABA concentration. This money will go towards new faculty lines to support the proposed program. MMI will allocate \$100,000 annually from its budget to support this program.

<sup>2</sup> Assumes 8 students year one; 12 students year two, 18 students year three; 24 students years four and five. Assumes equal teaching between UNO and UNMC. Students are expected to take 18 SCH per year. See tuition and fee calculations below.

<sup>3</sup> NU Online grants have supported development of 6 courses and practicum course online to date. The MMI faculty plan to seek a new NU grant for a total of \$30,000 in years three and four to put all remaining courses online. Pending grant approval, additional online courses will be developed.

	<b>Projected Student Credit Hours</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Enrollment: 6 Students	18				
Enrollment: 12 Students		18			
Enrollment: 18 Students			18		
Enrollment: 24 Students				18	
Enrollment: 24 Students					18
Projected Tuition	\$48,096	\$72,144	\$108,216	\$144,288	\$144,288
Calculation	(8*9*343)+(8*9*325)	(12*9*343)+(12*9*325)	(18*9*343)+(18*9*325)	(24*9*343)+(24*9*325)	(24*9*343)+(24*9*325)

Tuition and fees are calculated based on the assumption that students will take 18 Student Credit Hours (SCH) per year. Since UNO and UNMC Faculty will have equal teaching responsibilities, 9 SCH are based on UNO's online residential tuition rate and distance education fee of \$343.00 per SCH and 9 SCH are based on the UNMC online tuition rate and distance education fee of \$325.00 per SCH.

TO: The Board of Regents Addendum IX-A-10

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Consolidation of the Master of Arts (MA) and Master of Science (MS) degrees in Counseling into the MS in Counseling with thesis and non-thesis options in the Department of Counseling in the College of Education at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approval is requested to consolidate the MA and MS degrees in Counseling into the MS in Counseling with thesis and non-thesis options in the Department of Counseling in the College of Education at UNO

PREVIOUS ACTION: The UNO MA and MS degrees in Counseling were established prior to modern records of Board approvals.

EXPLANATION: The University of Nebraska at Omaha Department of Counseling currently offers the Master of Arts (MA) and Master of Science (MS) degrees. The difference between the MA and the MS in Counseling is the exit-requirement (thesis v. non-thesis option). To simplify advising, degree offerings, and administrative processes, the Counseling faculty have unanimously proposed to consolidate the degree into the MS in Counseling with thesis and non-thesis options. The proposed consolidation is designed to reduce confusion. Students currently pursuing the MA degree will have the option to transition to the MS degree with the thesis option.

This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSORS: B.J. Reed  
Senior Vice Chancellor for Academic and Student Affairs

Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 3, 2018

TO: The Board of Regents Addendum IX-A-11  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Creation of the Master of Science (MS) in Biomechanics in the Department of Biomechanics in the College of Education at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approval is requested to create the Master of Science in Biomechanics in the Department of Biomechanics in the College of Education at UNO

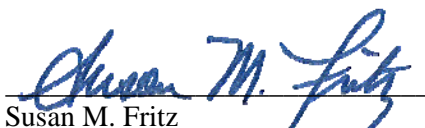
PREVIOUS ACTIONS: January 27, 2017 – The Board approved the creation of the Division of Biomechanics and Research Development in the College of Education at UNO that houses the existing Department of Biomechanics and existing Center for Research in Human Movement Variability.  
December 3, 2015 – The Board approved the establishment of the Department of Biomechanics in the College of Education at UNO.  
April 10, 2015 – The Board approved the creation of the Bachelor of Science in Biomechanics in the School of Health, Physical Education and Recreation in the College of Education at UNO.

EXPLANATION: The proposed Master of Science (MS) in Biomechanics in the Department of Biomechanics at UNO will provide students with an understanding of the dynamic aspects of human movement via a multidisciplinary curriculum and research experiences.  
The 36-credit hour program will prepare students to enter the workforce at a professional level commensurate with an advanced degree or to continue their training in numerous doctoral program areas. The employment opportunities available for graduates with an MS in Biomechanics include research and development in clinical and rehabilitation facilities, prosthetic laboratories, apparel manufacturing, and related industries.  
This proposal has been approved by the Council of Academic Officers and the Executive Graduate Council. This proposal also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$50,962 for Year 1; \$513,534 for five years

SOURCE OF FUNDS: Tuition and fees and extramural research funding

SPONSORS: B.J. Reed  
Senior Vice Chancellor for Academic and Student Affairs  
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 1, 2018

## **Proposal to create a M.S. in Biomechanics**

### **Descriptive Information**

- Name of Institution: University of Nebraska at Omaha
- Major: Biomechanics
- Degrees/credentials to be awarded graduates of the program: Masters of Science (MS) with thesis and non-thesis options.
- Other program in this field offered by this institution: Bachelor of Science (BS) in Biomechanics and Ph.D. in Exercise Science with a concentration in Biomechanics.
- CIP Code: 31.0505
- Administrative Units for the Program: Department of Biomechanics in the College of Education
- Proposed Delivery Site: On the campus of the University of Nebraska at Omaha

### **1. Description and Purpose of the Proposed Program:**

The proposed MS in Biomechanics in the Department of Biomechanics at UNO is a degree program designed to enable students from Nebraska, nationally, and abroad to develop skills and competencies in Biomechanics. This program will provide a new understanding of the dynamical aspects of human movement via multidisciplinary research using an evidence-based approach through clinical and translational research. Careers in biomechanics span the B.S., M.S., and PhD degree levels. The employment opportunities available for the students in our Master's in Biomechanics involve working in:

1. Gait analysis research in clinical facilities
2. Prosthetic laboratories
3. Rehabilitation facilities
4. Research and design in companies of equipment apparel
5. Industry for the development of biorobotics for performance enhancement
6. Industry for the design of human-machine interfaces and biomechatronics
7. Research and testing of clinical populations
8. Instruction of courses in biomechanics

Our department is well-established and poised to recruit and sustain a master's degree in Biomechanics. Faculty in the Department of Biomechanics have generated numerous peer-reviewed publications, and in the last few years have acquired more than \$12 million dollars of external funding from the National Institute of Health, National Aeronautics and Space Agency, US Department of Education, Nebraska Research Initiative, and several other state and national foundations. In 2009, the UNO Chancellor's Strategic Planning Award in the area of Academic Excellence was awarded to our Nebraska Biomechanics Core Facility.

Furthermore, the Department of Biomechanics is housed in the Biomechanics Research Building (BRB), the first research building in the world fully dedicated to biomechanics. This same building hosted the annual meeting of the American Society of Biomechanics in 2013, an enormous accomplishment that created national interest in Omaha as a destination for Biomechanics. The Department of Biomechanics recently created an undergraduate bachelor's degree in biomechanics and has a Ph.D. in Exercise Science with a concentration in Biomechanics and Motor Development and Motor Control. Developing the proposed master's program will allow the department to close the gap between our undergraduate and doctoral programs. The Department of Biomechanics at UNO is the primary destination for academic excellence in biomechanics and movement sciences.

The goal of the program is to prepare students for the workforce and the pursuit of a doctoral degree. The coursework related to this degree program will provide the students with a strong and broad base which will enable students to enter the workforce at a professional level commensurate with a Master's degrees or to continue their training in numerous doctoral program areas. An additional strength of the proposed coursework is its emphasis on quantitative sciences. This emphasis will allow our students to stand out among other candidates for fellowships, assistantships, and scholarships given to these students.

The proposed MS in Biomechanics will be enhanced by an evidence-based approach through interdisciplinary clinical and translational research. This program is designed to be an excellent choice for students planning to continue their education beyond the bachelor's degree in the fields of Biomechanics, Medicine, Physical Therapy, Occupational Therapy, and other science based programs. With the high number of applicants to health professions, the proposed M.S. in Biomechanics would give the applicant additional training in movement and quantitative sciences to stand out among other applicants.

## **2. Program of Study:**

To apply to the Master's in Biomechanics program applicants will be required to submit the following items:

- Written statement of goals and rationale for entering the graduate program. The students will identify the intended area of focus and the name of the faculty advisor with whom they wish to work (maximum of 300 words).
- Two letters of recommendation.
- Official transcripts from previous institutions
- GRE Score
- Minimum GPA of 3.0 in undergraduate program
- For applicants whose native language is not English, minimum total score of 80 on the internet based TOEFL, with at least 20 in all categories (listening, reading, writing and speaking).

Applicants will submit an online application to the UNO graduate studies office. Once application materials are received, the graduate studies office will defer the application to the Department of Biomechanics.

Once students are admitted to the proposed MS in Biomechanics they will be in the Graduate College and will be required to maintain a cumulative college GPA of a minimum of 3.0 on a 4.0 scale, with no grade lower than a "B" in the required courses to remain in good standing.

The 36 credit hour curriculum for the MS (thesis option) is composed of three components. They include: A.) Biomechanics master's core coursework, B.) electives, and C.) thesis. The program of study includes 15 hours of core requirements, a 6 credit thesis, and 15 hours of electives.

The 36 credit hour curriculum for the MS (non-thesis option) is composed of three components. They include: A.) Biomechanics master's core coursework, B) electives, and C.) a comprehensive exam. The program of study includes 15 hours of core requirements and 21 hours of electives.

New courses being developed are in bold. These new courses will also serve the needs of our bachelor's degree (i.e., BMCH 8646) and Ph.D. in Exercise Sciences with a concentration in Biomechanics (i.e., all 900 level courses).

#### A. Core Requirements

Required Classes (15 hours)

Statistics Requirement (3 Credit Hours):

**BMCH 8030/9031 Biostatistics in Biomechanics I (3 credits)**

OR

PE 8040/9041 Advanced Statistics (3 credits)

BMCH 8400/9401 Motor Learning I\* (3 credits)

BMCH 8410/9411 Motor Control I\* (3 credits)

BMCH 8420/9421 Motor Development I\* (3 credits)

\* Only one is required, the others may be used as electives

BMCH 8450/9451 Advanced Biomechanics I (3 credits)

BMCH 8200/9201 Matlab for Movement Sciences (3 credits)

**BMCH 8000 Seminar Series (0 credits)\*\***

**BMCH 8900/9901 Independent Research (3 credits)**

\*\*Two semesters of Seminar Series are required

#### B. Master's Thesis (for the thesis option)

**BMCH 8990 Thesis (MS with thesis option only) (6 credits)**

#### C. Suggested Electives:

All students must take 15 or 21 hours of elective courses based on their thesis or non-thesis option. Pertinent graduate coursework will be taken at UNO, with the option to take elective coursework at UNMC. Suggested courses include the following but others may be taken based on the student's interests and with approval of the advisor:

**BMCH 8646 Orthopedic Biomechanics** (Cross-listed with undergrads)

BMCH 9460 Advanced Biomechanics II (3 credits)

BMCH 8400/9401 Motor Learning I (3 credits)

BMCH 8410/9411 Motor Control I (3 credits)

BMCH 8420/9421 Motor Development I (3 credits)

BMCH 8100/9101 Nonlinear Analysis

**BMCH 8910/9911 Independent Study**

BMCH 9500 Motor Learning II

**BMCH 9520 Motor Development II**

BMCH 9510 Motor Control II



## **BMCH 9040 Biostatistics in Biomechanics II**

MATH 8400 Dynamic Systems and Chaos  
PSYC 9070 Proseminar: Cognitive Psychology  
PSYC 9230 Proseminar: Behavioral Neuroscience  
ITIN 8006 or 8086: Special Topics in IT Innovation  
CSCI 8080 or MATH 8080: Design and Analysis of Algorithms  
CSCI 8256: Human Computer Interaction  
CSCI 8766 or MATH 8766: Topics in Modeling  
CEEN 8336: Microprocessor System Design  
CEEN 8366: Embedded Microcontroller Design  
ELEC 8606: Labview Programming  
PHYS 8505: Elements of Electronics  
CSCI 8456 Introduction to AI  
CSCI 8476 Pattern Recognition  
CSCI 8510 Advanced Numerical Methods II  
CSCI 8400 Advanced Computer Graphics  
CSCI 8500 Advanced Numerical Methods I  
CSCI 8626 Computer Graphics  
MATH 8306 Operations Research I  
MATH 8316 Operations Research II  
MATH 8370 Fuzzy Set Theory & Operations Research  
MATH 8766 Topics in Modeling-Time Series  
MATH 9110 Advanced Topics in Applied Math  
PE 8140/9141 Physical Activity Measurement  
PE 8856 Cardiac Rehabilitation Principles and Practices  
PE 8076 Optimizing Sport Performance  
PE 8086 Clinical Exercise Physiology  
HPER 8850 Exercise for Special Population  
PEDS 913 Advanced Gen Pediatrics (UNMC)  
PHYT 942 Special Topics in Pediatric Physical Therapy (UNMC)  
GCBA 812 Human Neuroanatomy (UNMC)  
BSEN 815: Intro to MRI (UNL College of Engineering).  
ENGR 816: Physical Ergonomics (UNL College of Engineering).  
MECH 940: Fracture Mechanics (UNL College of Engineering).  
ECEN 4000/8006 - Electronic Instrumentation (UNL College of Engineering).  
MECH 958 - Advanced Mechatronics (UNL College of Engineering).

Graduate Courses with PE or HPER prefix

### Program of Study

The student and the advisor will determine the Program of Study including the required courses and general area of research for the thesis.

### **BMCH 8990 Master's Thesis (6 credits)**

#### Thesis Hours

The student must register for thesis hours after required courses are completed in the final semester of coursework. Six hours of thesis credit must be completed for the degree. Thesis planning should

begin a minimum of twelve months prior to the planned date of graduation. BMCH 8030 Biostatistics in Movement Sciences I or PE 8040 Advanced Statistics should be taken early in the program to facilitate writing the proposal.

#### Thesis Committee Chairperson and Committee Members

The student will identify a thesis faculty advisor who agrees to serve as the committee chairperson. The student along with the committee chairperson will select committee members who can offer assistance regarding the tentative topic. The composition of the committee is structured as follows:

- Minimum of two faculty members with a primary appointment within BMCH graduate program (includes chairperson)
- Minimum of one faculty member with a primary appointment outside BMCH graduate program with knowledge of thesis topic

The Dean of Graduate Studies at UNO will appoint the committee upon recommendation of the advisor. The committee will be responsible for approving the program of study and the thesis.

The student is required to obtain the "Proposed Supervisory Committee Form" from the Graduate Office and obtain the required signatures of proposed committee members and advisor. The thesis committee chairperson will forward the list of tentative committee members to the Chair of the BMCH Graduate Program Committee for approval. The Chair of the Biomechanics Graduate Program Committee will submit the names of tentative committee members to the Dean of Graduate Studies for approval and appointment.

#### **Comprehensive Exam for MS Non-Thesis option**

The oral comprehensive exam is designed to test the student's general knowledge base in biomechanics. The examination is organized and administered by the student's academic advisor in consultation with the student's exam committee. The exam committee will be composed of the student's academic advisor and two faculty members with a primary appointment within BMCH graduate program. Each member of the committee will be responsible for providing two scholarly articles to the student in preparation for the exam, at least two weeks in advance of the oral qualifying exam. Committee members may ask questions of the student to orally critique/interpret these articles, but may also broaden the scope of their questions to biomechanics content from the program's core courses and the student's elective track. This questioning will be confined within the expected depth and breadth of the student's knowledge, based upon the program of study that they have completed. The oral exam will have a two-hour time limit. Students must pass the oral comprehensive exam to complete the requirements for the degree.

#### **3. Faculty Staff, and other Resources:**

- Number of faculty and staff required to implement the proposed program:

Existing faculty are adequate to offer this degree. The primary source of faculty for offering the Master's in Biomechanics is the Department of Biomechanics, within the College of Education. The College of Education has been supportive in providing faculty, staff, facilities, and equipment for the department. Full-time faculty and staff have increased significantly in the last two years in the Department of Biomechanics. Our faculty are experts in their fields that can ensure the success of the delivery of the courses, supervise students, and serve on committees in the proposed Masters in Biomechanics. A list of faculty teaching courses in this proposed degree includes:

Full-time faculty in Biomechanics

Nick Stergiou, PhD  
Mukul Mukherjee, PhD  
Jenna Yentes, PhD  
Vivien Marmelat, PhD  
Kota Takahashi, PhD  
Jorge Zuniga, PhD  
Brian Knarr, PhD  
Philippe Malcolm, PhD  
Nate Hunt, PhD

Full-time staff who provide administrative and laboratory support include:

Jeff Kaipust, MS – Building Manager  
Angela Collins, BS – COBRE Administrative Coordinator  
Benjamin Senderling, MS - Laboratory Technician  
Laura Campbell, BS- Administrative Coordinator  
Amelia Lanier, PhD- COBRE Outreach Coordinator  
Troy Rand, MS- Laboratory Technician  
Will Denton, BS- Laboratory Technician  
Casey Wiens, MS- Laboratory Technician

- Additional physical facilities needed:

No additional facilities are needed to offer this program. Adequate classrooms and laboratory facilities are available. The BRB currently houses seven state-of-the-art laboratories, conference rooms and graduate and undergraduate student workstations

- Instructional equipment and informational resources:

Existing instructional equipment and informational resources are adequate to offer the proposed MS in Biomechanics. Most of the classrooms where the courses will be offered are equipped with computers and LCD projectors, VCR/DVD, televisions, internet access, and digital overhead projectors (ELMO). Numerous training aids and models are available for student and instructor use. Furthermore, the current library resources are adequate for MS in Biomechanics.

- Budget projections for the first five years of the program

We added a personnel line for an Office Associate to perform administrative work for the proposed program. The Office Associate is included in the Dean's proposed growth plan and with the expansion of the building a reality, this has moved to priority status. We also added 2 Graduate Assistants (GA) lines in year 1 and 3 GAs lines in year 2 to 5 that will be supported by external grants. The Office Associate and GA positions are conditional on program growth, securing external grants, and allocation of new resources to the program (see expenses budget table).

No additional faculty position have been added. All classes will be instructed by our existing full time faculty. Students will have the option to take courses currently offered in other departments at UNO and UNMC as part of this degree. The operating budget is currently adequate and will remain adequate in the next 5 years to support all programs in the Department of Biomechanics. We anticipate we will attract additional graduate students with this degree which in the future will result in additional tuition and fees over time (see revenue budget table).

#### **4. Evidence of Need and Demand; Enrollment Projections.**

##### **Need for the Program**

Biomechanics is a rapidly growing discipline which has many applications in robotics, forensics, ergonomics, clinical assessment of movement disorders, design of prosthetics, sports performance, sports equipment design and safety. In the fields of medicine and health, interdisciplinary efforts have been at the forefront of many recent advancements. As an inherently interdisciplinary program, Biomechanics combines knowledge and study in the categories of science, technology, engineering, mathematics, anatomy, physiology, and more to provide unique preparation for students to help solve difficult problems in medicine and health. Further, graduates of the proposed program will be trained to meet an important need in society, namely helping to improve others' health and quality of life. As one would expect with an interdisciplinary program, Biomechanics provides a wide range of employment opportunities, with potential positions in many different environments such as universities, hospitals, laboratories, industry and regulatory agencies, spanning both academic and corporate settings.

##### *Expressed Demand from Academic Institutions*

There have been many inquiries from the Biomechanics community about the creation of a Master's in Biomechanics. Due to the strength of our faculty and research in the Department of Biomechanics, our recruiting strength is global. The Department of Biomechanics has hosted world-class events such as the 2013 American Society of Biomechanics meeting, an Annual Nonlinear Analysis Workshop, and 2016 Nebraska Research and Innovative Conference: Biomechanics Symposium, right here in Omaha. These events have cemented UNO as a primary destination for academic excellence in biomechanics and movement sciences. As a result, students and faculty from other institutions have repeatedly expressed their desire for a program at UNO focused on Biomechanics, which would enable a more focused curriculum and improved preparation for industry, research, and academic careers. Examples of just some of the institutions that have expressed a desire for a Master's of Biomechanics at UNO include:

##### Local:

- Creighton University

##### International:

- Castelo Branco University of Applied Sciences, Portugal
- University of Lisbon, Portugal
- University of Évora, Portugal
- University of Thessaly, Greece
- University of Patras, Greece
- Aristotle University of Thessaloniki, Greece,
- University Autonoma of Chile, Chile
- University of Concepcion, Chile

##### *Expressed Need from Corporate Institutions*

A Master's in Biomechanics will prepare students for a wide range of industry related careers, including large national companies focused on human performance (i.e. Nike, New Balance, etc.), rehabilitation and biomedical devices (i.e. Stryker, Johnson and Johnson, Innovative Prosthetics & Orthotics, Hangers, Quality Living Inc. or QLI, Madonna Rehabilitation Hospital, Miller Orthopedic, etc.), and commercial and research equipment (Motion Analysis Corp., Bertec, AMTI, etc.). Additionally, the proposed Master' in Biomechanics will prepare students to continue on to

advanced health care careers such as Doctorate programs in Physical Therapy or Occupational Therapy. Students will be prepared and qualified for a wide range of job classifications, ranging from Sales to On-site Customer Support to Research and Development. In addition to large national companies that have an established need for students with advanced training in Biomechanics, we have attached letters of support from the companies below expressing their specific need of a master's program in Biomechanics and explaining how this program will reinforce current collaborations and fulfill the demand of highly skilled workforce in Biomechanics. We believe that these letters of support clearly state that the technical expertise offered by our proposed M.S. program will add immeasurable value to their employees aiding in the advancement of their companies. The proposed program would be the only M.S. in Biomechanics offered in Nebraska, and one of only a few offered nationwide. Thus, the development of this program offers a unique opportunity for development and economic growth of our state and local corporations through training of competent and skilled workforce in the area of Biomechanics.

Companies that have expressed an explicit desire for students trained in our proposed Master's in Biomechanics program include:

- Innovative Prosthetics & Orthotics
- Hanger
- Quality Living Inc. (QLI)
- Madonna Rehabilitation Hospital
- Miller Orthopedic
- College Splits
- BionX

See the attached letters of support as an illustration of the support for this proposed program.

#### *Continuation of the Bachelor's Degree Program*

The M.S. in Biomechanics will allow undergraduate Biomechanics students to continue pursuing their studies in Biomechanics at UNO. From August 2015 to August 2016, there have been 13 students enrolled in the Bachelor of Science in Biomechanics program. In the field of Biomechanics and related studies, it is common for students to pursue a graduate degree in Biomechanics or related fields as some positions require graduate degree training. Students from our biomechanics undergraduate degree will benefit from having the opportunity to continue their graduate work in our department by continuing to work with their undergraduate mentor in similar research topics or explore other faculty mentorship with different lines of research.

#### *Bridging the Gap Between Bachelor's and PhD Degrees*

UNO offers a Bachelor of Science in Biomechanics and the Ph.D. in Exercise Science with the concentrations in Biomechanics and Motor Development and Control. Creating the proposed Master of Science in Biomechanics will provide undergraduate students interested in pursuing graduate education in Biomechanics the opportunity to stay at UNO. Since the opening of the Biomechanics Research Building in 2013, there have been five PhD students enrolled in the Biomechanics concentration for the PhD in Exercise Science program and three enrolled in the Motor Development and Control concentration. Of these eight students, three have been international students. These numbers show the interest that Biomechanics has both locally and internationally. Students are interested in studying Biomechanics here in the Department of Biomechanics at UNO to gain access to the only building dedicated solely to Biomechanics research. The Master's Degree in Biomechanics would fulfill the current need for a Master's in

Biomechanics locally and regionally, allowing students to continue their studies in Biomechanics at UNO, as well as fill the gap between the already existent programs.

## **Employment and Educational Advancement Opportunities for Graduates:**

### *Employment Opportunities*

As expressed above, graduates of the proposed M.S. in Biomechanics can have a wide range of advancement opportunities in an array of fields. These students may find employment in laboratories at universities, at hospitals, within industry and with regulatory agencies. As a research scientist in a hospital setting graduates from our program will be able to assist and consult health professionals' treatment decisions and design and test new medical devices. With respect to industry such opportunities exist in the areas of biotechnology, biomedical sciences, ergonomics, forensics, and prosthetics. Furthermore, the attached letters of support from our industry partners have clearly stated that the technical expertise our MS program will add immeasurable value to their personnel aiding in the advancement of their companies.

### *Evidence of Job Growth in Biomechanics Related Fields*

A search of the job postings on the BIOMECH-L website (<http://biomch-l.isbweb.org/forums/5-Jobs-and-Positions>) maintained by the International Society of Biomechanics indicated that through four months of job postings, 18 employers were seeking applicants with master's degrees. Two thirds of the postings found (12 of 18) were for laboratory technician or laboratory manager positions, with half of these (6 of 18) being positions in motion analysis laboratories. Five of the 18 were for positions in industry, in companies that sell instrumentation or products for rehabilitation, and there was one position in the area of assessment of sport performance. Furthermore, the Bureau of Labor Statistics for 2014-2024 estimates a growth rate in Biomedical engineering, a closely related area, to be 23%. Approximately 22,100 jobs were available in 2014 and it is estimated an increase of 5,100 jobs in 2024 including similar areas, such as biomechanics, biomedical scientists, and biotechnology (<http://www.bls.gov/ooh/architecture-and-engineering/biomedical-engineers.htm#tab-1>). In 2012, this broader area, was ranked first as best jobs in America by CNN Money (<http://money.cnn.com/pf/best-jobs/2012/snapshots/>). Alternatively, graduates in our Master in Biomechanics may choose to pursue professional schools, such as physical therapy (<http://www.bls.gov/ooh/healthcare/physical-therapists.htm>) and occupational therapy (<http://www.bls.gov/ooh/healthcare/occupational-therapists.htm>). The Bureau of Labor Statistics for 2014-2024 estimated growth rates of 34% and 27% with employment changes of 71,800 and 30,400 respectively in these fields.

In Nebraska, there is clear projection of growth in occupations that students graduating with the proposed M.S. in Biomechanics may pursue (Table 1). The M.S. in Biomechanics prepares students for a broad range of occupations in Nebraska, including laboratory technicians, therapists and sales representatives for biomedical companies. Similar to the National projections, occupations such as Biomedical Engineering, Biological Scientists, and Physical and Occupational Therapists are predicted to grow between 13-28% in Nebraska by 2024. There are many opportunities available for graduates of the proposed program and a critical need and demand of graduates in this fields on both a national and state level.

Table 1. Nebraska employment in 2014 and projected increase by 2024 for relevant occupations. Obtained from the Bureau of Labor Statistics, U.S. Department of Labor 2014-2024 projections.

<b>Occupation Name</b>	<b>2014 Employment</b>	<b>Proj. 2024 Employment</b>	<b>Percent Increase</b>
Biological Science Teachers, Postsecondary	410	430	6.7%
Biological Scientists, All Other	180	210	13.1%
Biological Technicians	510	570	11.4%
Biomedical Engineers	50	60	15.1%
Exercise Physiologists	60	80	28.1%
Health Technologists and Technicians, All Other	260	310	20.8%
Life, Physical, and Social Science Technicians, All Other	370	420	15.0%
Medical and Clinical Laboratory Technicians	1530	1760	15.2%
Medical and Clinical Laboratory Technologists	1620	1810	11.6%
Occupational Therapists	850	1050	23.4%
Physical Therapists	1480	1900	28.3%
Sales Engineers	110	110	5.7%
Sales Representatives, Services, All Other	5600	6370	13.8%

### *Educational Advancement Opportunities*

The proposed M.S. in Biomechanics will provide valuable training to those seeking health professional degrees. After completing the proposed M.S., students will be well prepared to enter into a doctoral program focusing on Biomechanics, Kinesiology, Biophysics, Motor Control, Biotechnology, Biomedical Engineering and Exercise Science. The course work in this degree will also prepare students for entry into professional graduate programs in the fields of Physical Therapy, Occupational Therapy, and medicine. With the additional training in research, mathematics, physics, and engineering provided by this program, graduates will excel in the application process to professional schools. Nation-wide a great need exists for biomechanical specialists in academic settings, hospitals, business and industry, and research institutes. As these positions in the work place continue to expand and become more specialized, students will need to seek a graduate program. There is therefore a high likelihood that Biomechanics undergraduate students, as well as exercise science and engineering students, will be interested in pursuing the proposed program. Students from the proposed MS in Biomechanics will have a significant advantage due to their specialized training and research opportunities.

### **Number of Students Expected to Enroll in the Program and Basis for the Estimate**

Based on the number of current students enrolled in our B.S. in Biomechanics (n=13 and growing), the current number of doctoral students with a concentration in motor control and biomechanics (n=8), and the lack of other programs in biomechanics in Nebraska, it is reasonable to expect enrolling at least 5 students (3 residents and 2 non-residents) the first year. Three resident and three non-resident new students are expected to enroll in year two. Four resident and four non-resident new students are expected to enroll in years three through five. Each student is expected to take 18 credit hours each year. The calculation is based on the tuition rate for 2016-17, which is \$255.75 for resident and \$714.50 for non-resident students (see budget attached). Our department expects to fund 2 new GAs with external funding during year 1. Three new GA will be potentially hired in year two through five. Funding for students is contingent upon securing

external grants and are renewed in a yearly basis (see revenue and expenses tables in the budget attached).

Faculty from the Department of Biomechanics often receive local, national, and international inquiries from students interested in a master's degree in Biomechanics. In the last 5 years, our faculty has received more than 200 inquiries from potential students. Several of the 13 undergraduate students in our newly developed bachelors of Biomechanics have also shown interest in pursuing a M.S. in Biomechanics.

#### **Minimum Number of Students Required to Make this Program Viable**

Five to 8 students each year will provide a minimum number to make the program viable. Several courses are currently being taught with strong enrollments. For example, BMCH 8400 Motor Learning I and BMCH 8450 Advance Biomechanics I currently respectively have 30 and 25 graduate students enrolled showing a strong demand and interest in these master courses.

#### **5. Partnerships with Business**

We have developed strong partnerships with local businesses and agencies that have a movement-science focus. We have provided interns and capstone students to a variety of local businesses. Our faculty have a long history of providing students hands-on experience in real-world settings through internships and volunteer experiences. Some such examples are:

- Methodist Hospital
- Alegent/Creighton Health
- Immanuel Rehabilitation Center
- Madonna Rehabilitation Hospital
- Boys Town Research Institute
- Children's Hospital of Omaha
- Innovative Prosthetics & Orthotics
- Hanger
- Quality Living Inc.
- Miller Orthopedic
- Children's Mercy Kansas City - Pediatric Rehabilitation Medicine
- Regional West Medical Center-Rehab Center
- College Splits
- BionX

These businesses offer the continued potential for being sources for research, internships, and program development. Collaboration with these businesses has been ongoing for many years in most cases, and we expect even further opportunities related to the proposed MS in Biomechanics.

#### **6. Collaboration within the University of Nebraska**

Faculty and students will collaborate with other entities on campus in teaching, research, and service. The nature of the Biomechanics curriculum lends itself to interaction with faculty, staff, and students in many departments within the College of Education, College of Arts and Sciences, the UNL College of Engineering, and faculty and resources within the Department of Biomechanics. Currently, members of the faculty in Biomechanics hold appointments in various departments at UNO and programs at the University of Nebraska Medical Center.



## **7. Collaboration with Higher Education Institutions and Agencies External to the University**

The faculty in the Department of Biomechanics have a long history of collaboration with numerous health related agencies in Omaha and Nebraska. These collaborations will be magnified when the proposed M.S. in Biomechanics is implemented. The types of collaborations include grant writing, serving on joint task forces and coalitions, engaging in community-based participatory research, consulting, placing students for internships, and advocacy. The University and the Department of Biomechanics have collaborations with both Creighton University and the University of Nebraska Medical Center. These collaborations will provide numerous opportunities for the students, including helping them to prosper and grow with their academic and professional accomplishments.

The Department of Biomechanics has strong ties with the University of Nebraska Medical Center, the Omaha Veterans' Affairs Medical Center, Creighton University Medical Center, and the University of Nebraska Lincoln College of Engineering. These strong relationships, and the close proximity of these facilities, provide the laboratory with immediate access to patients with various diseases, clinicians in various domains, and engineers.

The Department of Biomechanics has been aggressive and entrepreneurial in establishing collaborative relationships within the University and with partners at the University of Nebraska Medical Center, the University of Nebraska at Lincoln, Creighton University, and community organizations.

The Department of Biomechanics also houses the Nebraska Biomechanics Core Facility (NBCF) that provides biomechanical support to the entire state of Nebraska. NBCF is unique in that it is dedicated to interdisciplinary research that engages in both theoretical and experimental neuromuscular control questions. NBCF scientists have been responsible for many important discoveries related to the motor control of movement patterns. The Department of Biomechanics is also home to the recently established Center for Research in Human Movement Variability. The Center's research focuses on studying the variability of human movement and the effects that various health conditions have on movement variability. Therefore, the opportunities for the students in this program are endless.

Furthermore, The Biomechanics department at UNO is the primary destination for academic excellence in biomechanics and movement sciences around the globe. We have extensive research collaborations with several universities around the world. These include:

Castelo Branco University of Applied Sciences, Portugal  
University of Lisbon, Portugal  
University of Évora, Portugal  
University of Thessaly, Greece  
University of Patras, Greece  
Aristotle University of Thessaloniki, Greece  
University Autonoma of Chile  
University of Concepcion, Chile

## 8. Centrality to Role and Mission of the Institution

The UNO Mission: As Nebraska's metropolitan University, UNO is characterized by its strong academic foundations and creative community relationships that transform and improve the lives of constituents, the region, and the nation. The proposed Master's in Biomechanics will promote the mission of the University by striving to attain several objectives identified in its strategic plan. Specifically, for Goal 2: Academic Excellence, strategy 2.3: Support and enhanced faculty and student research creative activity, the proposed Master's in Biomechanics plays a fundamental role in our department's expansion of existing research facilities and capabilities to meet the growing needs of our department, students, and faculty. Students in the Master's in Biomechanics will have the opportunity to apply to GA positions and develop a strong research background. Furthermore, GAs will also have the opportunity to assist faculty by supporting classroom teaching and mentoring undergraduate students in their respective research lines.

- “Curricula will provide a strong academic foundation”

The Master's in Biomechanics will provide a strong foundation for students to be prepared for a health professional degree, a doctoral degree, or to transition into the workforce.

- “UNO students will measurably benefit from the opportunities in and interaction with the metropolitan environment”

Students in this program will have opportunities for clinical experience and training opportunities in the many and varied companies, medical facilities, and agencies located in metropolitan Omaha.

- “Increase the percentage of UNO enrollments in comparison with all higher education enrollments in the metropolitan area.”

This will be the only MS degree in Biomechanics in the Omaha metropolitan area. Students interested in biomechanics will be able to select this program rather than go out of the area and out of the state or choose a program that does not fit their needs. This will help us capitalize on our recently added undergraduate biomechanics major.

- “Create a learning environment incorporating outreach, cooperative, and community engagement activities into academic programs for all students.”

Many of the courses in the Master's in Biomechanics will have a service learning or outreach component.

- “Increase its capacity to meet the continuing educational, training, enrichment, and service needs of its varied constituencies”

Students graduating from this program will provide an excellent workforce in biotechnology for the Omaha area and the State of Nebraska.

The present proposal will also be able to attract students from other states to our University, assisting in fulfilling the goal set by our Campus Strategic Plan in Sub-Goal F and Objective 5 to increase enrollment to reach 20,000 students by 2020.

## 9. Consistency with the University of Nebraska Strategic Framework

The proposed Master's in Biomechanics will promote the University of Nebraska Strategic Framework by striving to attain several objectives identified in its strategic plan.

- “Increase enrollment, consistent with quality imperatives, to serve Nebraska’s goals for increased educational attainment”.

Adding this attractive master's degree will provide potential graduate students from Nebraska with a high quality degree program to attract them to UNO to add to their interest in the Biomechanics.

- “Campuses are encouraged to collaborate to achieve overall university goals”.

Examples of collaboration, both within and outside of the University, are listed throughout this proposal. Collaborations exist with other departments on the UNO campus, the University of Nebraska Medical Center, area hospitals and clinics, and international Universities.

- “Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas”

There is a growing workforce demand in all healthcare-related fields, as a result of an aging world population that continues to grow. The World Health Organization projects the number of people aged 65 or older to grow from an estimated 524 million in 2010 to nearly 1.5 billion in 2050. An increase in the prevalence of chronic health conditions such as arthritis and stroke has followed the rising population of older adults, further increasing the demand for rehabilitation and long-term care solutions in the healthcare system -- which Biomechanics professionals will be able to provide.

## 10. Avoidance of Unnecessary Duplication

The proposed program will be the only graduate degree program in Biomechanics in Nebraska. There will therefore not be any unnecessary duplication. After a survey of over 150 graduate programs across the United States, there are only two institutions that offer a Master's degree in Biomechanics. The University of Delaware, in Newark Delaware, offers graduate degrees in Biomechanics and Movement science through an interdisciplinary graduate program and Marshall University in Huntington, West Virginia offers both Bachelor's and Master's degrees in Biomechanics. The development of a Master's degree in Biomechanics will not only fulfill a national need but also a regional need. Additionally, being one of a few institutions to offer this degree will attract numerous students to our university.

## 11. Consistency with the Comprehensive Statewide Plan for Postsecondary Education:

The Master's in Biomechanics matches the statewide goals for education in the following ways:

- Meeting the needs of students: This student-centered master's degree program will emphasize the specific career outcomes desired by each student. The program will have

core classes but will also allow for considerable selection of elective classes to meet professional goals formally established early in the program.

- Meeting the needs of the state: This master's degree in Biomechanics is aimed at meeting the state and regional needs. Persons trained in this program will interface with health professionals in local, state, regional, and international health agencies. Their state of training will enhance their ability to influence the quality of health information provided by health agencies and the quality of health care provided in the work place.
- Meeting needs by building exemplary institutions: This proposed program enhances the mission of the University of Nebraska at Omaha in contributing to the health and biotechnology needs of the state. Increasing the ability of the University to affect overall health of the population will elevate the reputation of the University.
- Meeting educational needs through partnerships and collaboration: This master's degree program will be highly integrated with various sectors of the community. Consequently, the students will be exposed to a wide array of work sites and organizations. The topics they address for training in research, for example, will typically relate to a specific occupation and site. Students trained in this program, therefore, will be able to deliver the highest possible service to a broad segment of institutions and work places in the state.

November 1, 2017

To Whom It May Concern:

Re: Letter of Support for the Development of a Masters in Biomechanics degree

Please accept this letter in support of the development of a Masters degree in Biomechanics within the University of Nebraska at Omaha Department of Biomechanics. I am currently the Senior Research Scientist within Hanger Clinic's Department of Clinical and Scientific Affairs. Hanger Clinic is the largest provider of orthotics and prosthetics services in the world, with over 800 clinics across the United States, including 10 locations in or near Omaha. We treat patients with numerous neuromusculoskeletal conditions requiring either external bracing or prosthetic limbs to accomplish activities of daily living. The Department of Clinical and Scientific Affairs works to discover and disseminate evidence to facilitate evidence based practice within our clinics as well as overseeing daily clinical operations.

Orthotics and prosthetics devices impact the biomechanics of patients, hopefully to the benefit of the patient. As a trained biomechanist and trained orthotist/prosthetist, I know the value of this education to helping these patients. As such I try to hire individuals with these backgrounds. However, there is a shortage of individuals that are trained at the Masters level in biomechanics, and as a result I am needing to hire individuals that I do not feel are best suited. For example, this past year we did not even hire an intern over the summer due to poor candidates.

Additionally, a Master's degree in biomechanics creates the necessary advanced learning degree needed for many of our clinicians. In 2012, it was

mandated that all new trained orthotists and prosthetists have a minimum of a Master's degree in Orthotics and Prosthetics. While this raises the level of education for many of our new clinicians, which will ultimately benefit our patients, it has created an education gap for many of the older clinicians that have been grandfathered in. Many of these individuals others are anxious to raise their own education levels in order to stay competitive in the job market. The Master's degree in Orthotics and Prosthetics is an entry level and does not accept clinicians with a Bachelor's in Orthotics and Prosthetics. As a result, these individuals are looking to education in areas such as psychology, engineering and business, none of which are best suited for orthotists and prosthetists. The Masters degree in Biomechanics would be an excellent fit to help fill this void for many clinicians looking to advance their education and stay competitive in the workforce.

In summary, Hanger Clinic supports the development of a Masters degree in Biomechanics at the University of Nebraska at Omaha. If any further information can be provided to help accomplish this, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read 'SW', with a stylized flourish at the end.

Shane Wurdeman, PhD, CP  
Sr. Research Scientist  
Hanger Clinic, Department of Clinical and Scientific Affairs  
swurdeman@hanger.com



November 2, 2017

To Whom It May Concern,

We are writing in support of the addition of a Master's program in Biomechanics at UNO. There is an increasing demand for professionals with high-level knowledge in the area of biomechanics within the healthcare industry, especially considering the expansion of the use of rehabilitation technology in general.

QLI is a nationally-recognized healthcare organization that specializes in rehabilitation and care for adults with brain and spinal cord injuries. We work with patients at a crucial time in their recovery, striving to make a life-long impact on each patients' ability to gain independence following injury. Biomechanics plays an important role in our patient's recovery. Currently, QLI partners with UNO's biomechanics department in the area of rehab robotics, virtual reality, and on-going research to contribute to the field.

Dr. Stergiou and his colleagues have created a world-renowned facility and education program in the area of biomechanics. It is important to us that UNO continue to draw the best and most cutting-edge talent to Omaha in order to develop innovative tools and clinical strategies for families who are putting their lives back together following injury. The idea of potentially working even closer with the Biomechanics team at UNO with internship and research opportunities is exciting. We look forward to future collaborations and ideas on how we can further our partnership for the benefit of the patients we serve.

In addition, Nebraska students who are interested in a career in Biomechanics will benefit from a cost-effective program offered at a public university – especially a university with a reputation of pursuing excellence. With several UNO graduates working at QLI from varying degree fields, we are aware of the high quality programs UNO offers.

We look forward to a continued relationship with UNO's Biomechanics department, and look forward to working with you on this important initiative to ensure the vision for a Masters in Biomechanics program at UNO becomes a reality.

Sincerely,

Brad Dexter, DPT  
Coordinator, Physical Therapy and  
Occupational Therapy Department  
QLI

Jen Karolski  
Director, Development and Marketing  
QLI

Daniel J. Larose, M.D.  
C. Kent Boese, M.D.  
Huy D. Trinh, M.D.  
Thomas M. Atteberry, M.D.  
Roy Abraham, M.D.  
Caliste I. Hsu, M.D.  
Gavin D. O'Mahony, M.D.  
Kellen L. Huston, M.D.  
Pedro A. Ricart, M.D.  
Inderjit S. Panesar, D.P.M.  
Theresa Gallo, P.A.-C



Sports Medicine  
Trauma & Fracture Care  
Hand & Microvascular Surgery  
Total Joint Reconstruction  
General Orthopedics  
Spinal Surgery  
Podiatry

November 7, 2017

University of Nebraska at Omaha  
6001 Dodge Street  
Omaha, NE 68182

RE: Letter of support for new Master's program in Biomechanics

To whom it may concern:

I am writing this letter in support of the creation of a new Master's program in Biomechanics at the University of Nebraska at Omaha. I have had the opportunity to work with the Department of Biomechanics in multiple capacities, including an appointment as an Adjunct Professor as well as providing mentorship and guidance for ongoing research projects within the Center for Research in Human Movement Variability.

As a surgeon who specializes in total joint replacement, I am encouraged and excited by the work currently being done within the department. I am currently assisting Dr. Brian Knarr's team in the recruitment of total knee arthroplasty patients from the patient population at my private practice, Miller Orthopedic Specialists. Miller Orthopedic Specialists has served the Omaha and Council Bluffs metropolitan area for more than 40 years and has built a reputation of trust and excellent patient care. A partnership between Miller Orthopedic Specialists and the Department of Biomechanics ensures that there is a rich pool of potential research participants available within our own community, an important aspect of producing high quality research. There is the potential for future expansion of this partnership for other projects; Miller Orthopedic Specialists offers a wide range of services for its patients, including but not limited to sports medicine, spine and neck care, and foot and ankle care.

I have been an active researcher throughout much of my career and look forward to a continued partnership with the Department of Biomechanics at the University of Nebraska at Omaha. Collaboration such as this provides the opportunity for innovation and in the case of Dr. Knarr's work, the potential for the improvement of outcomes for future total joint replacement patients.

The Department of Biomechanics has my full support in the creation of a Master's program. I look forward to supporting the department through continued partnership and mentoring as well as the development of future collaborations.

Sincerely,

C. Kent Boese, MD  
Adjunct Professor of Biomechanics  
University of Nebraska at Omaha





September 23, 2016

To Whom It May Concern:

It is our pleasure to write a letter in support of the proposal for the development of a Master's in Biomechanics degree at the University of Nebraska Omaha. Our company main focus is to provide prosthetics & orthotics services. We believe that our programs and services represent the first few steps on the journey to a better rehabilitation experience. We are very enthusiastic and supportive about the development of this new Master's in Biomechanics. Our company has a very strong relationship with the faculty and current students working at the Biomechanics Department.

We believe that the development of this new graduate program will be extremely useful for the recruitment of new talent. We look forward to provide internships and possibly hire students graduating from this master's program. We are particularly interested in the development of 3D printed prosthetic and orthotic devices which is one of the research areas these students will be exposed at the Department of Biomechanics. Innovative Prosthetics & Orthotics is the only clinic fully engaged in 3D printing in Nebraska and thus, requires highly skilled workforce in this area. The technical expertise this degree program would foster will add immeasurable value to our employees aiding in the advancement of our company. We believe that the creation of the Master's in Biomechanics degree will contribute significantly to our need of competent and skilled workforce. If you need any other type of information, please feel free to contact me at any time.

Rakesh Srivastava, M.S., CPO  
President & CEO



ARISTOTLE UNIVERSITY OF THESSALONIKI  
Department of Physical Education & Sport Sciences  
Thessaloniki, 546 24 Greece

Tel: 302310992193  
Email: info@phed.auth.gr

Thessaloniki, 11.10.2016

### Letter of Support

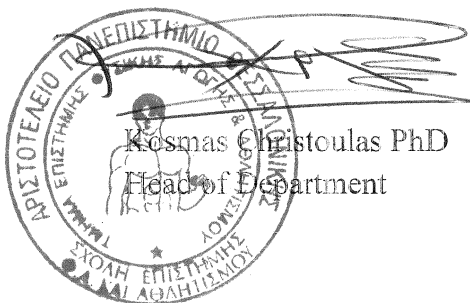
To Whom It May Concern

It is with great enthusiasm that I write this letter to support the proposal for the development of a Master's in Biomechanics degree at the University of Nebraska at Omaha. Our Department has developed strong relationships with the Department of Biomechanics at UNO over the years through collaborative research work with Dr. Stergiou and personnel exchange visits. We are very pleased to see the development of this new graduate program as we believe it will be extremely useful for the students from our institution by providing them a unique technical expertise in Biomechanics.

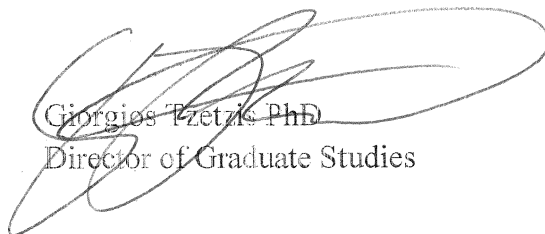
We are confident that the creation of the Master's in Biomechanics degree will play a significant role in increasing the number of competent and skilled workforce in the growing area of Biomechanics.

Please feel free to contact me at any time if you need any additional information.

Sincerely



Kosmas Christoulas PhD  
Head of Department



Giorgios Tzetzis PhD  
Director of Graduate Studies

# The Ridge House Group, LLC

September 23, 2016

To Whom It May Concern:

It is my pleasure to write a letter in support of the proposal for the development of a Master's in Biomechanics degree at the University of Nebraska Omaha. Our company looks forward to the opportunity of working with the Department of Biomechanics and we would hope that the development of a new Master's in Biomechanics would make future collaboration even more likely.

Our company has already been impressed by the faculty and current students working at the Biomechanics Department, which was reinforced as recently last week, when I was able to tour the facility and speak to them.

We would look forward to working with students from this program. Please don't hesitate to contact me with any questions, or let me know if there is anything else we can do.

Sincerely,



Andrew Kent Bonham  
Co-Founder  
The Ridge House Group, LLC

**5805 32<sup>nd</sup> Street NW  
Washington, DC 20015  
[www.collegesplits.com](http://www.collegesplits.com)**

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM  
MS in Biomechanics at UNO**

	(FY 2017-18) Year 1		(FY 2018-19) Year 2		(FY 2019-20) Year 3		(FY 2020-21) Year 4		(FY 2021-22) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
<b>Personnel</b>											
Faculty											\$0
Professional											\$0
Graduate assistants <sup>1</sup>		\$50,962		\$76,443		\$76,443		\$76,443		\$76,443	\$356,734
Office Associate <sup>2</sup>		\$0		\$22,400		\$44,800		\$44,800		\$44,800	\$156,800
Subtotal		\$50,962		\$98,843		\$121,243		\$121,243		\$121,243	\$513,534
<b>Operating</b>											
General Operating											\$0
Equipment											\$0
New or renovated space											\$0
Library/Information Resources											\$0
Other											\$0
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
<b>Total Expenses</b>		\$50,962		\$98,843		\$121,243		\$121,243		\$121,243	<b>\$513,534</b>

<sup>1</sup> Calculations for tuition and fees based on first year hiring of two Graduate Assistants (GA) in the first year. 18 credit hours each year will be covered. Three GAs will be hired in years two through five. The calculation is based on the tuition rate for 2016-17 which is \$255.75 and \$2,350 for health insurance. Funding for students is contingent upon securing external grants and are renewed on a yearly basis.

<sup>2</sup> Calculation of cost of salary and benefits (30%) for Office Associate starts on year 2 at 0.5 FTE and 1.0 FTE years 3 to 5. This personnel line is conditional on program growth and allocation of new resources to the program. The Office Associate is included in the Dean's proposed growth plan and, with the expansion of the building a reality, this has moved to priority status.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM  
MS in Biomechanics at UNO**

	(FY 2017-18) Year 1	(FY 2018-19) Year 2	(FY 2019-20) Year 3	(FY 2020-21) Year 4	(FY 2021-22) Year 5	<b>Total</b>
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees <sup>1</sup>	\$39,533	\$91,926	\$122,252	\$139,716	\$139,716	\$533,142
Other Funding <sup>2</sup>	\$50,962	\$76,443	\$76,443	\$76,443	\$76,443	\$356,734
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b>	<b>\$90,495</b>	<b>\$168,369</b>	<b>\$198,695</b>	<b>\$216,159</b>	<b>\$216,159</b>	<b>\$889,876</b>

<sup>1</sup> Calculations for tuition and fees based on first year enrollment of three resident and two non-resident students in the first year. Each student is expected to take 18 credit hours each year. Three resident and three non-resident new students are expected to enroll in year two. Four resident and four non-resident new students are expected to enroll in years three through five. The calculation is based on the tuition rate for 2016-17 which is \$255.75 for resident and \$714.50 for non-resident students.

<sup>2</sup> We expect to fund two new Graduate Assistants (GA) with external funding. Three new GAs will be hired in years two through five. Funding for students is contingent upon securing external grants and are renewed on a yearly basis.

	(FY 2017-18) Year 1	(FY 2018-19) Year 2	(FY 2019-20) Year 3	(FY 2020-21) Year 4	(FY 2021-22) Year 5
Anticipated New Enrollment					
Resident	3	3	4	4	4
Non-Resident	2	3	4	4	4
<b>Total Active Enrollment</b>	<b>5</b>	<b>11</b>	<b>14</b>	<b>16</b>	<b>16</b>

TO: The Board of Regents Addendum IX-B-1  
 Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Fund B, University Program and Facilities Fee (UPFF):  
 2018-19 Allocation for the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fee (UPFF)  
 2018-19 Allocation for the University of Nebraska at Kearney (UNK).

	Approved Allocation <u>2017-2018</u>	Recommended Allocation <u>2018-2019</u>
UPFF Fund B		
<u>Category</u>		
Health Services	\$815,000	\$760,000
Student Events	860,000	806,000
Facilities	650,000	602,000
Union	430,000	386,000
Wellness Center	488,000	457,000
TOTAL	<u>\$3,243,000</u>	<u>\$3,011,000</u>
Cost/FT Student Per Semester:	\$397	\$397

PREVIOUS ACTION: March 31, 2017 – The Board of Regents approved the 2017-18 Fund B allocation.

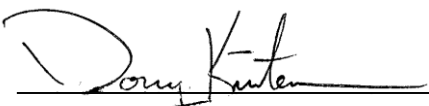
EXPLANATION: General policies governing the administration of the University Program and Facilities Fees are set forth in RP-5.9 of *the Policies of the Board of Regents*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents' policy. The proposed allocations are based on the UPFF fees to be collected in 2018-19.

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

PROJECT COST: None

SOURCE OF FUNDS: N/A

SPONSOR: Jon C. Watts  
 Vice Chancellor for Business & Finance

RECOMMENDED:   
 Douglas A. Kristensen, Chancellor  
 University of Nebraska at Kearney

DATE: May 31, 2018

Corrected Item  
Addendum IX-B-2

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Fund B University Program and Facilities Fees:  
2018-19 Allocation for the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the Fund B University Program and Facilities Fees (UPFF)  
2018-19 Allocation for the University of Nebraska-Lincoln (UNL)

UPFF Fund B Category	Approved Allocation <u>2017-18</u>	Recommended Allocation <u>2018-19</u>	
Facilities:			
Nebraska Unions	\$1,419,376	\$,1,419,376	
Recreation	960,300	960,300	
Existing Debt Service	2,826,250	2,826,250	
Campus Recreation	8,092,655	8,245,021	
Nebraska Unions	5,011,538	5,118,045	
Transit Services	1,261,358	1,290,952	
Univ. Health Center	6,510,649	7,160,477	
Total	<u>\$26,082,123</u>	<u>\$27,020,421</u>	
<u>Cost/Student/Semester:</u>			
6 CH or less	\$330.28	\$348.44	\$18.16/5.5%
*7 CH or more	576.84	<del>593.93</del> 595.93	19.0609/3.3%

PREVIOUS ACTION: June 1, 2017 -The Board of Regents approved the 2017-18 Fund B allocation.

May 30, 2014 - The Board approved a five-year agreement with the City of Lincoln to provide StarTran bus service on routes connecting UNL City and East Campuses to Nebraska Innovation Campus (NIC).

EXPLANATION: General policies governing the administration of University Program and Facilities Fees are set forth in Chapter 5.9 of the *Board of Regents' Policies*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents policy. The proposed allocations are based on UPFF fees to be collected in 2017-18.

The allocation increases are primarily attributable to increased personnel costs, the rising cost of utilities and additional funding for mental health services.

*\*President Hank Bounds and Chairman Robert Schafer approved the correction to this item after it was approved by the Board of Regents.*

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

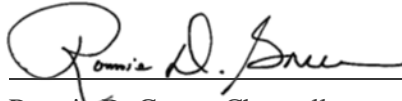
PROJECT COST: None

SOURCE OF FUNDS: None

SPONSORS: Laurie Bellows  
Interim Vice Chancellor for Student Affairs

William Nunez  
Interim Vice Chancellor for Business & Finance

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Ronnie D. Green", written over a horizontal line.

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: May 31, 2018



TO: The Board of Regents

Addendum IX-B-3

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Fund B, University Program and Facilities Fees (UPFF):  
2018-2019 Allocation for the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fee (UPFF)  
2018-19 Allocation for the University of Nebraska Medical Center.

	Approved	Recommended
UPFF Fund B	Allocation	Allocation
<u>Category</u>	<u>2017-18</u>	<u>2018-19</u>
Student Health Svcs	\$404,010	\$404,010
Supplemental		
Counseling	38,400	38,400
Campus Recreation	<u>223,125</u>	<u>223,125</u>
TOTAL	<u>\$665,535</u>	<u>\$665,535</u>

Cost/Student/Semester			<u>Increase</u>
Full-time:	\$162.25	\$162.25	0%
Part-time:	\$112.50	\$112.50	0%

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved the 2017-18 Fund B allocation.

EXPLANATION: The 2018-2019 recommended allocation for UPFF Fund B is the same as the 2017-2018 allocation.

General policies governing the administration of University Program and Facilities Fees are set forth in RP-5.9 of *the Policies of the Board of Regents*. This recommended allocation was reviewed by appropriate student representatives and administrative personnel as directed by Board of Regents policy. The proposed allocation is based on 2017-18 student enrollment. Actual revenues will be higher if enrollment increases and/or more students participate. The recommendation, if approved, will maintain the Fund B Campus Recreation Facility Fee at \$62.50/semester and maintain the Fund B Student Health Services/Supplemental Counseling Fee at \$99.75/semester.

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

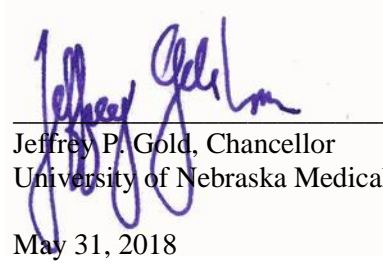
PROJECT COST: None

SOURCE OF FUNDS: None

SPONSOR: Donald S. Leuenberger

Interim Vice Chancellor for Business, Finance and Economic Development

RECOMMENDED:



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Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE:

May 31, 2018

TO: The Board of Regents Addendum IX-B-4  
 Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Fund B, University Program and Facilities Fees (UPFF):  
 2018-19 Allocation for the University of Nebraska Omaha (UNO)

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fees (UPFF)  
 2018-19 Allocation for the University of Nebraska Omaha (UNO)

UPFF Fund B Category	Approved Allocation 2017-18	Recommended Allocation 2018-19
Campus Recreation	\$1,438,880	\$1,617,669
Student Activities	672,685	756,398
Milo Bail Student Center	787,350	800,585
Milo Bail Student Center Bond Issue	999,428	999,428
H&K Addition/Renovation Bond Issue	3,050,690	3,050,690
Athletics	1,785,165	1,785,165
Health Services	978,414	1,122,134
Facilities	653,521	653,521
Intercampus Shuttle	<u>1,781,252</u>	<u>1,787,893</u>
TOTAL	<u>12,147,385</u>	<u>\$12,573,483</u>

<u>Cost/Student/Semester</u>	<u>2017-18</u>	<u>2018-19</u>	<u>Change</u>
6 SCH or less	\$271.50	\$278.30	\$6.80/2.5%
7 SCH or more	\$450.25	\$461.50	\$11.25/2.5%

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved the Fund B, University Program and Facilities Fees (UPFF) 2017-18 Allocation for the University of Nebraska at Omaha (UNO)

EXPLANATION: General policies governing the administration of the University Program and Facilities Fees are set forth in RP-5.9 of the *Policies of the Board of Regents*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents policy. The proposed allocations are based on UPFF fees to be collected in 2018-19.

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

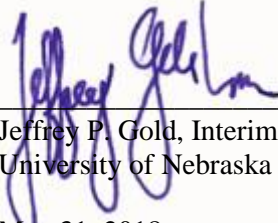
PROJECT COST: None

SPONSORS:

Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance & Economic Development

Daniel J. Shipp  
Vice Chancellor for Student Success

RECOMMENDED:



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Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

DATE:

May 31, 2018

TO: The Board of Regents Addendum IX-B-5  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Health Insurance – Medical, Dental, Pharmacy Plans

RECOMMENDED ACTION: Approve UMR, a UnitedHealthcare company, as the third party administrator for the University of Nebraska’s medical plan. Approve Ameritas as the third party administrator for the University of Nebraska’s dental plan. Approve Employers Health Coalition/CVS Health as the third party administrator for the University of Nebraska’s pharmacy plan. Approve the proposed terms and conditions and authorize the President or his designee to finalize negotiations and to execute such documents as are required to operate the program.

PREVIOUS ACTION: August 11, 2017 – The University of Nebraska entered into a consulting relationship with Gallagher Benefit Services, Inc, which was reported to the Board of Regents.

September 13, 1996 – The Board approved Blue Cross/Blue Shield of Nebraska as the carrier/administrator for the medical and dental plans.

July 13, 1996 – The Board approved Caremark as the Pharmacy Benefit Manager for the University of Nebraska Health Insurance Program effective January 1, 1997, under a completely self-insured contract.

EXPLANATION: The University of Nebraska’s health, pharmacy, and dental insurance plans are all self-insured plans offered to benefits eligible employees, pre- and post-65 retirees, and their dependents. The total employer and employee premium contributions supporting these plans was \$152 million in 2017.

In 2017 a 15-member committee of University of Nebraska faculty and staff representing all campuses was formed to evaluate requests for proposals (RFPs) for the University of Nebraska’s health, pharmacy and dental third party administrators. The RFPs were issued on December 18, 2017. The vendor submissions were received on January 19, 2018. The submissions were evaluated by the committee members on criteria that included both financial and non-financial components. Finalist presentations to the committee were held on February 14, 2018 and February 21, 2018.

The committee unanimously recommends the above-mentioned third party administrators. The University estimates that approval of this item will result in an annual savings of \$11 million, of which \$6 million will be from the University’s state-aided budget. All savings assume no change in the University’s current plan-design. Most providers currently in the Blue Cross/Blue Shield network are included in the UMR network, so provider coverage disruption should be minimal.

The agreements are effective January 1, 2019, for a three- year term, followed by the opportunity to renewal for two additional, one-year periods.

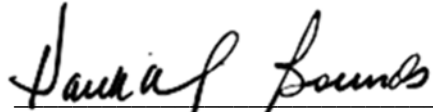
The committee was assisted in the process by Gallagher Benefit Services, Inc.

This has been reviewed by and is recommended for approval by the Business Affairs Committee.

SPONSOR:

Chris J. Kabourek  
Interim Vice President for Business and Finance | CFO

RECOMMENDED:

  
Hank M. Bounds, President  
University of Nebraska

DATE:

June 19, 2018

## PROPOSED TERMS AND CONDITIONS

### ADMINISTRATIVE SERVICES AGREEMENT BETWEEN UMR, INC. AND THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

The following are proposed terms and conditions of the Administrative Services Agreement between UMR, Inc and the Board of Regents of the University of Nebraska. The proposed agreement will cover the services to be provided by UMR to the University of Nebraska either directly or in conjunction with one of UMR's affiliates, for use with the University' Self-Funded employee benefit plan.

It should be noted that this term sheet is a brief explanation of significant terms of the proposed agreement and is not meant to be an exhaustive summary of all elements of the contract.

- a. Term – The agreement, to be effective January 1, 2019, will have an initial three-year term and may be extended for additional one-year periods.
- b. Record Keeping – UMR shall keep records relating to the services it provides under this Agreement and will provide the University or designee with reasonable access to information in order to perform plan administrative duties.
- c. Claims Processing – UMR will provide access to networks and network providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. UMR will i) perform initial benefit determinations and payment, ii) determine the validity of charges submitted to UMR under the Plan, and iii) make determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. This includes providing an Explanation of Benefits (EOB) notice to participants and Remittance Advice (RA) statement to providers.
- d. Member Services – UMR will provide toll-free access to a customer care unit, access to a member website that enables participants to check claim status, check eligibility information, and search for providers and online health information. UMR will provide standard ID cards (including replacement cards) for each employee who is covered under customer's plan.
- e. Reporting Services – UMR will provide the University with the following capabilities:
  - i. Monthly reports on plan performance
  - ii. Eligibility and benefits inquiry
  - iii. Claims inquiry
  - iv. Annual report
  - v. Ad hoc reports
  - vi. Customized Summary Plan Description
  - vii. Summary of Benefit Coverages.
- f. Performance Guarantees – UMR will provide guarantees for in-network discounts, account management performance, implementation, customer service, claims administration, and member satisfaction.
- g. Telemedicine – UMR will allow participant access to telemedicine services.
- h. Integration with Pharmacy Vendor – UMR will complete data integration with the University's pharmacy vendor.
- i. Rates – UMR is proposing an administrative fee of \$25.72 per employee per month. UMR has proposed this fee for 2019, 2020, 2021, 2022, and 2023.

## PROPOSED TERMS AND CONDITIONS

### ADMINISTRATIVE SERVICES AGREEMENT BETWEEN AMERITAS LIFE INSURANCE CORP. AND THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

The following are proposed terms and conditions of the Administrative Services Agreement between Ameritas Life Insurance Corp. and the Board of Regents of the University of Nebraska. The proposed agreement will cover the services to be provided by Ameritas to the University of Nebraska with respect to the University's employee dental benefits plan.

It should be noted that this term sheet is a brief explanation of significant terms of the proposed agreement and is not meant to be an exhaustive summary of all elements of the contract.

- a. Term – The agreement, to be effective January 1, 2019, will have an initial three-year term and may be extended for additional one-year periods.
- b. Record Keeping – Ameritas will maintain all benefit payment records as to request for benefits for a period of seven (7) years following the month in which the final benefit payment was made, or such longer period as required by applicable law.
- c. Claims Processing – Ameritas will process claims and determine the Plan benefits applicable to covered employees and their dependents, including coordination of benefits, where applicable, in accordance with the terms of the Plan as specified to Ameritas by the University of Nebraska, using Ameritas' claim paying system. Ameritas will notify a covered person of the initial denial of a claim and his or her right of review of the denial. Ameritas will prepare and provide form 1099 MED for each provider of services, in accordance with IRS rules.
- d. Member Services – Ameritas will provide toll-free access to a customer care unit that will answer claims questions and inquiries of covered persons and providers. Ameritas will provide plan identification cards for each eligible employee.
- e. Reporting Services – Ameritas will provide the University with the following capabilities:
  - i. Claim payment summary
  - ii. Claim payment breakdown by procedure type
  - iii. Claim summary – PPO vs. Non-PPO
  - iv. Claim payment analysis by procedure group
  - v. Claim payment analysis by category within procedure group
  - vi. Claims savings categories
  - vii. PPO Savings illustration.
- f. Performance Guarantees – Ameritas will provide guarantees for in-network discounts, account management performance, implementation, customer service, claims administration, and timely delivery of standard reports.
- g. Provider Recruitment – Ameritas will target the top 50 dental locations currently being utilized by the group and not participating in the Ameritas PPO Network.
- h. Rates – Ameritas is proposing an administrative fee of \$2.67 per employee per month. Ameritas has proposed this fee for 2019, 2020, and 2021.



## PROPOSED TERMS AND CONDITIONS

### ADDENDUM TO AMENDED AND RESTATED PRESCRIPTION BENEFIT SERVICE AGREEMENT BETWEEN CAREMARKPCS HEALTH, L.L.C., EMPLOYERS HEALTH PURCHASING CORPORATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

The proposed Addendum will supplement the Amended and Restated Prescription Benefit Service Agreement between CaremarkPCS Health, L.L.C, Employers Health Purchasing Corporation, and the University of Nebraska, dated January 1, 2008.

It should be noted that this term sheet is a brief explanation of significant terms of the proposed agreement and is not meant to be an exhaustive summary of all elements of the addendum.

The addendum reflects the following items:

- a. The University of Nebraska makes the following elections (this a reaffirmation of past selections and does not reflect changes)
  - i. Participation in the national network
  - ii. Allowance for participant 90 day extended supply
  - iii. Participation in the Advanced Control Specialty Formulary
  - iv. High performance generic step therapy rebates
  - v. Participation in the opt-in formulary
- b. The addendum reflects the pricing terms for retail, mail, specialty drug discounts and fees and rebate guarantees.
- c. Term – This agreement shall be effective as of January 1, 2019, through December 31, 3021.

TO: The Board of Regents Addendum IX-B-6

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: FY 2018-19 Operating Budget for the University of Nebraska

RECOMMENDED ACTION: Approve the University of Nebraska's FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105<sup>th</sup> Legislature, 2<sup>nd</sup> Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s).

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved the FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19.

July 22, 2016 – The Board of Regents approved the FY 2017-18 and 2018-19 University of Nebraska's Biennial Operating Budget Request.

EXPLANATION: The attached materials provide an overview of the University's proposed 2018-19 operating budget. Expenditures, including compensation, are estimated and subject to availability of State funds appropriated to the Board of Regents.

For the past two fiscal years, state agencies have been directed to restrain spending as a result of State revenue forecast shortfalls. In the current 2017-18 fiscal year, quarterly allotments of State appropriations to agencies, boards, and commissions were reduced by one percent in the third and fourth quarter to incentivize spending restraint and to prepare for budget reductions expected and subsequently adopted by the Legislature. Similarly, a two percent reduction in the original State approved appropriation was made for FY 2016-17.

The revenue shortfall triggered by the reduction in State approved appropriations resulted in \$24 million of mid-year budget cuts (\$13 million in 2016-17 and an additional \$11 million in 2017-18), as well as adversely impacting the University's cash flow.

These one-time mid-year cuts are in addition to an \$88 million recurring shortfall, the consequence of permanent State appropriation cuts made to the University's budget. In short, the University has made \$57 million in spending cuts and held spending growth to zero, compared to the prior

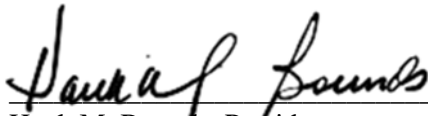
year. This budget requires no increase in tuition beyond that planned for and previously approved.

The great majority of these budget cuts require months at best, and in some instances years, to implement before the full budget impact is realized. Unfortunately, this lag time between the budget cut and the budget impact has necessitated the University's reliance on cash over the past two years, in order to meet its operational needs. The University's ability to respond to any future midyear reduction in the State approved appropriation is now severely limited. The University's need and reliance on the State appropriation is now particularly critical. Any reduction in the State approved appropriation can no longer be appropriately managed through spending cuts. Usually, setting tuition rates is within the purview of the Board of Regents, most commonly in conjunction with the approval of the budget. However, in order to provide the necessary speed and flexibility to address a midyear reduction in the State approved appropriation, the Board authorizes the President to make tuition adjustments, such authority to be exercised solely with respect to a reduction in the State approved (105<sup>th</sup> Legislature, 2<sup>nd</sup> Session) appropriation for this fiscal year. The President's authority to make additional tuition adjustments does not apply to future fiscal years. In addition, the aggregate projected revenue generated by any such tuition increase may not exceed the amount of the aggregate projected reduction in the State approved appropriation. In addition, the aggregate projected revenue generated by any such tuition increase may not exceed the amount of the aggregate projected reduction in the State approved appropriation.

SPONSOR:

Chris J. Kabourek  
Interim Vice President for Business and Finance | CFO

RECOMMENDED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

June 20, 2018



# **University of Nebraska FY 2018-19 Operating Budget**

**Proposal to the Board of Regents  
June 28, 2018**

# Index

<b>State-aided Operating Budget</b> .....	3
<b>FY 2018-19 Total Budget</b> .....	5
<b>Tuition Rates</b> .....	6
<b>Details and Rationale</b> .....	11
<b>Compensation</b> .....	11
Salaries, Wages, and Benefits .....	11
Health Insurance .....	12
Workers Compensation .....	12
<b>Operations</b> .....	13
General Operations - Inflation .....	13
Utilities .....	13
Building Operating and Maintenance .....	13
<b>Initiatives</b> .....	14
Programs of Excellence .....	14
Collegebound Nebraska (need-based aid) .....	14
<b>Budget Response Teams</b> .....	14

**University of Nebraska (excluding NCTA)**  
**State-aided Operating Budget**  
(Operating Budget Supported Primarily by State Appropriations and Tuition Funding)

	FY 2017-18 Beginning Budget	FY 2018-19 Proposed Budget (a)	Change from 2017-18	
			Amount	Percent
<b>ESTIMATED FUNDING</b>				
State Appropriations	566,803,225	567,972,711	1,169,486	0.2%
Legislative Designation: Behavioral Health Professionals	400,000	400,000	-	0.0%
Legislative Designation: iEXCEL		3,000,000	3,000,000	0.5%
Tuition (less University Remissions)	292,717,000	290,886,856	(1,830,144)	-0.6%
2018-19 Rate Increase		9,390,000	9,390,000	3.2%
UNMC Differential Tuition		520,392	520,392	0.2%
UNO Differential Tuition		1,492,212	1,492,212	0.5%
Distance Education Tuition (less University Remissions)	63,780,000	65,561,261	1,781,261	2.8%
Investment Income, other cash funds	20,977,181	20,658,142	(319,039)	-1.5%
Federal Smith/Lever Appropriations	6,201,594	6,201,594	-	0.0%
<b>Total Estimated Funding</b>	<b>950,879,000</b>	<b>966,083,168</b>	<b>15,204,168</b>	<b>1.6%</b>
<b>EXPENDITURES (b)</b>				
Salaries (c)	636,298,678	648,398,678	12,100,000	1.9%
Benefits	75,005,762	76,605,762	1,600,000	2.1%
Health Insurance	72,526,803	76,607,803	4,081,000	5.6%
Workers Compensation	2,134,077	2,134,077	-	0.0%
General Operations	84,864,376	85,714,834	850,458	1.0%
Utilities	48,169,824	48,169,824	-	0.0%
Initiatives: Programs of Excellence	30,000,000	30,000,000	-	0.0%
Initiatives: Collegebound Nebraska (need-based aid)	11,910,000	12,290,000	380,000	3.2%
Core Operations	960,909,520	979,920,978	19,011,458	2.0%
Building O&M: UNO First Data Building	500,000	900,000	400,000	0.0%
Building O&M: UNO Strauss		215,000	215,000	0.0%
Building O&M: UNMC Nursing-Lincoln		417,000	417,000	0.0%
Tuition Designation: UNMC Differential Tuition (d)	1,171,000	1,691,392	520,392	0.1%
Tuition Designation: UNO Differential Tuition (d)		1,492,212	1,492,212	0.2%
Tuition Designation: Distance Education (d)	2,617,696	4,398,957	1,781,261	0.2%
Enrollment 2018-19		(1,830,144)	(1,830,144)	-0.2%
Legislative Designation: Behavioral Health Professionals	400,000	400,000	-	0.0%
Legislative Designation: iEXCEL		3,000,000	3,000,000	0.3%
<b>Total Expenditures</b>	<b>965,598,216</b>	<b>990,605,395</b>	<b>25,007,179</b>	<b>2.6%</b>
<b>SPENDING CUTS</b>				
Budget Response Team Spending Cuts	(5,000,000)	(22,000,000)		
Programmatic Cuts		(6,323,189)		
<b>Total Spending Cuts</b>	<b>(5,000,000)</b>	<b>(28,323,189)</b>		
<b>Expenditures less Spending Cuts</b>	<b>960,598,216</b>	<b>962,282,206</b>	<b>1,683,990</b>	<b>0.2%</b>
<b>NET ACTIVITY</b>	<b>(9,719,216)</b>	<b>3,800,962</b>		

**Notes:**

(a) An estimated \$90 million of one-time carryforward funds (encumbrances and other one-time commitments) are not reflected above. Reinstatement of allotment (spending) authority for these funds will be submitted to the State of Nebraska Department of Administrative Services (DAS). Capital construction budgets are not shown.

Notes, cont.:

(b) Expenditure line items are estimated. Final budget figures may vary from figures noted above. All expenses are subject to availability of state funds appropriated to the Board of Regents.

(c) Reflects a 1.75% merit salary pool to be distributed on employee performance. An additional 0.25% increase is included for faculty tenure and promotions.

(d) Differential and distance tuition rates, which are market driven, vary from course to course and are approved by the President. These funds are allocated for specific priorities.

**University of Nebraska (excluding NCTA)**  
**FY 2018-19 Total Budget**  
**(All Funds)**

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	FY 2017-18 Beginning Budget	FY 2018-19 Proposed Budget (a)	Change from 2017-18	
			Amount	Percent
<b>REVENUES</b>				
State-aided Funds	950,879,000	966,083,168	15,204,168	1.6%
Designated Cash Funds	82,375,000	87,765,000	5,390,000	6.5%
Revolving/Auxiliary Funds	657,902,000	660,800,000	2,898,000	0.4%
Restricted Federal Funds	523,280,000	524,350,000	1,070,000	0.2%
Restricted Trust Funds	397,500,000	404,500,000	7,000,000	1.8%
<b>Total Revenue</b>	<b>2,611,936,000</b>	<b>2,643,498,168</b>	<b>31,562,168</b>	<b>1.2%</b>
<b>EXPENDITURES</b>				
State-aided Expenditures	960,598,216	962,282,206	1,683,990	0.2%
Non State-aided Expenditures	1,661,057,000	1,677,415,000	16,358,000	1.0%
<b>Total Expenditures</b>	<b>2,621,655,216</b>	<b>2,639,697,206</b>	<b>18,041,990</b>	<b>0.7%</b>



## Tuition Rates

### University of Nebraska-Lincoln

Student Category	Per Tuition Unit	2017-18 Rate	2018-19 Rate	Change
<b>Undergraduate</b>				
Resident	Sem. Credit Hr.	\$237.50	\$245.00	\$7.50
Nonresident	Sem. Credit Hr.	\$747.50	\$771.50	\$24.00
<b>Graduate</b>				
Resident	Sem. Credit Hr.	\$313.25	\$323.25	\$10.00
Nonresident	Sem. Credit Hr.	\$896.50	\$925.25	\$28.75
<b>College of Architecture Undergraduate</b>				
Resident	Sem. Credit Hr.	\$321.00	\$331.25	\$10.25
Nonresident	Sem. Credit Hr.	\$955.50	\$986.00	\$30.50
<b>College of Architecture Graduate</b>				
Resident	Sem. Credit Hr.	\$415.00	\$428.25	\$13.25
Nonresident	Sem. Credit Hr.	\$1,140.75	\$1,177.25	\$36.50
<b>College of Business Undergraduate</b>				
Resident	Sem. Credit Hr.	\$294.50	\$304.00	\$9.50
Nonresident	Sem. Credit Hr.	\$925.50	\$955.00	\$29.50
<b>College of Business Graduate</b>				
Resident	Sem. Credit Hr.	\$387.50	\$400.00	\$12.50
Nonresident	Sem. Credit Hr.	\$1,108.25	\$1,143.75	\$35.50
<b>College of Engineering Undergraduate</b>				
Resident	Sem. Credit Hr.	\$340.25	\$351.25	\$11.00
Nonresident	Sem. Credit Hr.	\$973.75	\$1,005.00	\$31.25
<b>College of Engineering Graduate</b>				
Resident	Sem. Credit Hr.	\$433.25	\$447.00	\$13.75
Nonresident	Sem. Credit Hr.	\$1,156.75	\$1,193.75	\$37.00
<b>Law</b>				
Resident	Sem. Credit Hr.	\$372.75	\$384.75	\$12.00
Nonresident	Sem. Credit Hr.	\$984.75	\$1,016.25	\$31.50

Rates rounded to the nearest \$0.25.

## University of Nebraska at Omaha

Student Category	Per Tuition Unit	2017-18 Rate	2018-19 Rate	Change
<b>Undergraduate</b>				
Resident	Sem. Credit Hr.	\$216.25	\$223.25	\$7.00
Nonresident	Sem. Credit Hr.	\$677.25	\$699.00	\$21.75
<b>Graduate</b>				
Resident	Sem. Credit Hr.	\$269.50	\$299.00	\$29.50
Nonresident	Sem. Credit Hr.	\$753.00	\$777.00	\$24.00
<b>College of Business Administration Undergraduate</b>				
Resident	Sem. Credit Hr.	\$270.25	\$289.00	\$18.75
Nonresident	Sem. Credit Hr.	\$758.00	\$797.50	\$39.50
<b>College of Business Administration Graduate</b>				
Resident	Sem. Credit Hr.	\$350.50	\$372.00	\$21.50
Nonresident	Sem. Credit Hr.	\$874.50	\$917.25	\$42.75
<b>College of Information Science &amp; Technology Undergraduate</b>				
Resident	Sem. Credit Hr.	\$216.25	\$267.25	\$51.00
Nonresident	Sem. Credit Hr.	\$677.25	\$836.50	\$159.25
<b>College of Information Science &amp; Technology Graduate</b>				
Resident	Sem. Credit Hr.	\$269.50	\$336.75	\$67.25
Nonresident	Sem. Credit Hr.	\$753.00	\$941.25	\$188.25

Rates rounded to the nearest \$0.25.

## University of Nebraska at Kearney

Student Category	Per Tuition Unit	2017-18 Rate	2018-19 Rate	Change
<b>Undergraduate</b>				
Resident	Sem. Credit Hr.	\$191.75	\$198.00	\$6.25
Nonresident	Sem. Credit Hr.	\$417.75	\$431.00	\$13.25
<b>Graduate</b>				
Resident	Sem. Credit Hr.	\$238.00	\$245.50	\$7.50
Nonresident	Sem. Credit Hr.	\$522.00	\$538.75	\$16.75

Rates rounded to the nearest \$0.25.

## University of Nebraska Medical Center

Student Category	Per Tuition Unit	2017-18 Rate (a)	2018-19 Rate	Change
<b>Undergraduate</b>				
Resident	Sem. Credit Hr.	\$237.50	\$245.00	\$7.50
Nonresident	Sem. Credit Hr.	\$747.50	\$771.50	\$24.00
<b>Graduate</b>				
Resident	Sem. Credit Hr.	\$313.25	\$323.25	\$10.00
Nonresident	Sem. Credit Hr.	\$896.50	\$925.25	\$28.75
<b>Allied Health - Cardiovascular Interventional Technology (Semester)</b>				
Resident	Semester	\$3,527	\$3,638	\$111
Nonresident	Semester	\$11,096	\$11,460	\$364
<b>Allied Health - Cardiovascular Interventional Technology (Summer)</b>				
Resident	Session	\$784	\$809	\$25
Nonresident	Session	\$2,469	\$2,550	\$81
<b>Allied Health - Clinical Perfusion (Semester)</b>				
Resident	Semester	\$6,132	\$6,328	\$196
Nonresident	Semester	\$15,939	\$16,446	\$507
<b>Allied Health - Clinical Perfusion (Summer)</b>				
Resident	Session	\$2,725	\$2,812	\$87
Nonresident	Session	\$7,084	\$7,309	\$225
<b>Allied Health - Cytotechnology (Semester)</b>				
Resident	Semester	\$4,968	\$5,126	\$158
Nonresident	Semester	\$12,913	\$13,887	\$411
<b>Allied Health - Cytotechnology (Summer)</b>				
Resident	Session	\$1,105	\$1,140	\$35
Nonresident	Session	\$2,869	\$2,960	\$91
<b>Allied Health - Diagnostic Medical Sonography (Semester)</b>				
Resident	Semester	\$4,275	\$4,410	\$135
Nonresident	Semester	\$13,446	\$13,887	\$441
<b>Allied Health - Diagnostic Medical Sonography (Summer)</b>				
Resident	Session	\$950	\$980	\$30
Nonresident	Session	\$2,988	\$3,086	\$98
<b>Allied Health - Magnetic Resonance Imaging (Semester)</b>				
Resident	Semester	\$3,800	\$3,920	\$120
Nonresident	Semester	\$11,952	\$12,344	\$392
<b>Allied Health - Medical Laboratory Science (Semester)</b>				
Resident	Semester	\$5,107	\$5,268	\$161
Nonresident	Semester	\$16,061	\$16,587	\$526

**University of Nebraska Medical Center, continued**

<b>Student Category</b>	<b>Per Tuition Unit</b>	<b>2017-18 Rate (a)</b>	<b>2018-19 Rate</b>	<b>Change</b>
<b>Allied Health - Medical Nutrition (Semester)</b>				
Resident	Semester	\$4,871	\$5,032	\$161
Nonresident	Semester	\$7,507	\$7,755	\$248
<b>Allied Health - Medical Nutrition (Summer)</b>				
Resident	Session	\$1,624	\$1,678	\$54
Nonresident	Session	\$2,502	\$2,585	\$83
<b>Allied Health - Physical Therapy (Semester)</b>				
Resident	Semester	\$7,432	\$7,659	\$227
Nonresident	Semester	\$13,083	\$13,475	\$392
<b>Allied Health - Physical Therapy (Summer)</b>				
Resident	Session	\$4,189	\$4,376	\$187
Nonresident	Session	\$7,383	\$7,700	\$317
<b>Allied Health - Physician Assistant (Semester)</b>				
Resident	Semester	\$7,638	\$7,882	\$244
Nonresident	Semester	\$19,854	\$20,485	\$631
<b>Allied Health - Physician Assistant (Summer)</b>				
Resident	Session	\$4,243	\$4,378	\$135
Nonresident	Session	\$7,463	\$7,700	\$237
<b>Allied Health - Radiation Therapy (Semester)</b>				
Resident	Semester	\$4,275	\$4,410	\$135
Nonresident	Semester	\$13,446	\$13,887	\$441
<b>Allied Health - Radiation Therapy (Summer)</b>				
Resident	Session	\$950	\$980	\$30
Nonresident	Session	\$2,988	\$3,086	\$98
<b>Allied Health - Radiography (Semester)</b>				
Resident	Semester	\$3,848	\$3,969	\$121
Nonresident	Semester	\$12,103	\$12,500	\$397
<b>Allied Health - Radiography (Summer)</b>				
Resident	Session	\$1,710	\$1,764	\$54
Nonresident	Session	\$5,374	\$5,550	\$176
<b>Dentistry - Dental Hygiene</b>				
Resident	Sem. Credit Hr.	\$237.50	\$276.75	\$39.25
Nonresident	Sem. Credit Hr.	\$747.50	\$771.50	\$24.00
<b>Dentistry (Semester)</b>				
Resident	Semester	\$13,500	\$15,325	\$1,825
Nonresident	Semester	\$30,956	\$31,947	\$991
<b>Dentistry (Summer)</b>				
Resident	Session	\$6,749	\$7,662	\$913
Nonresident	Session	\$15,478	\$15,973	\$495

## University of Nebraska Medical Center, continued

Student Category	Per Tuition Unit	2017-18 Rate (a)	2018-19 Rate	Change
<b>Medicine</b>				
Resident	Semester	\$16,228	\$16,747	\$519
Nonresident	Semester	\$38,272	\$39,497	\$1,225
<b>Nursing - Undergraduate</b>				
Resident	Sem. Credit Hr.	\$330.75	\$358.25	\$27.50
Nonresident	Sem. Credit Hr.	\$933.50	\$963.25	\$29.75
<b>Nursing – Graduate</b>				
Resident	Sem. Credit Hr.	\$531.50	\$576.00	\$44.50
Nonresident	Sem. Credit Hr.	\$1,008.25	\$1,040.50	\$32.25
<b>Pharmacy</b>				
Resident	Semester	\$11,918	\$12,299	\$381
Nonresident	Semester	\$20,755	\$15,374	(\$5,381)
<b>Public Health - Doctoral Programs</b>				
Resident	Sem. Credit Hr.	\$313.25	\$333.00	\$19.75
Nonresident	Sem. Credit Hr.	\$896.50	\$925.25	\$28.75
<b>Public Health - Professional Programs</b>				
Resident	Sem. Credit Hr.	\$410.50	\$436.50	\$26.00
Nonresident	Sem. Credit Hr.	\$1,028.25	\$1,061.25	\$33.00

Differential rates may only apply to new students.

- (a) In May 2018, the College of Allied Health Professions was approved to move from a semester credit hour-based to a semester-based tuition model. The 2018-19 rates are congruent with those approved by the Board of Regents on June 1, 2017. For comparison purposes, 2017-18 semester-based figures have been estimated.

## Details and Rationale

### Compensation

#### Salaries, Wages, and Benefits

A 1.75 percent salary merit pool is proposed. The UNO and UNK collective bargaining contracts will be funded at their negotiated 1.75 percent levels. An additional 0.25 percent is included for faculty promotions. Corresponding fringe benefits were adjusted accordingly (FICA, retirement contributions, etc.).

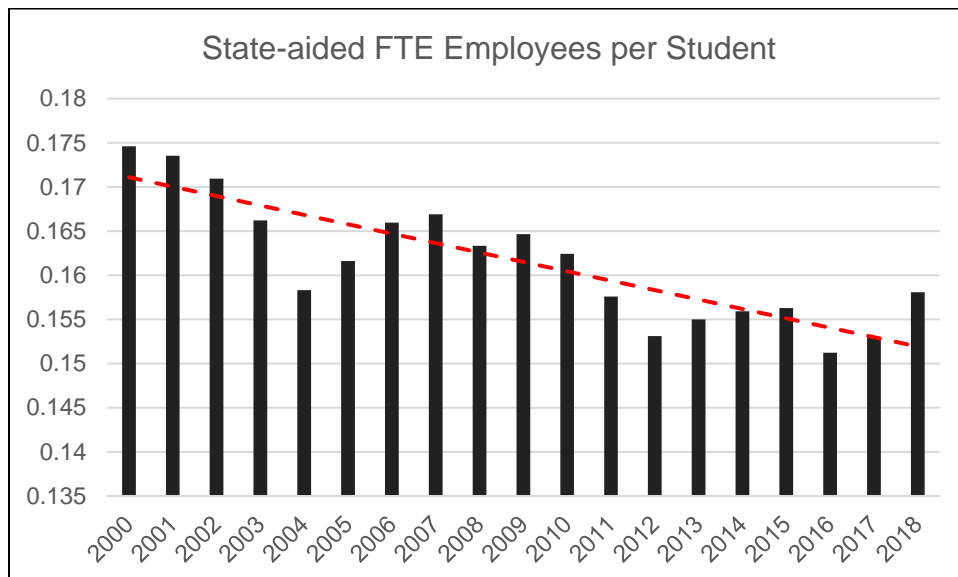
None of the University's goals would be possible without talented, dedicated, hard-working people who share a commitment to the fundamental values of public higher education. The University of Nebraska would not have the impact that it does without the 16,000 people who are working daily on behalf of students and the state.

Nebraska cannot recruit and retain talent with mountains, beaches, or the promise of year-round seventy-degree weather. But we can be a great place to work by compensating our talented employees competitively.

Like most universities, personnel costs are the largest component of our budget, accounting for over 80 percent of the expenses in our state-aided budget (supported by state tax dollars and tuition). Thus, compensation strategy is a key priority for the University.

Although compensation is a huge component of our budget, compensation costs have not been increasing due to additional employees being added to the state-aided payroll. As the chart below demonstrates, the number of University of Nebraska employees per student has decreased over the past two decades.

While we are always looking for ways to operate more cost-effectively and efficiently, the facts demonstrate that the University is doing more teaching, research, and outreach with fewer employees funded from state general funds and tuition.



## Health Insurance

The University of Nebraska offers a preferred provider (PPO) “self-insured” health plan providing medical, dental, and pharmacy coverage to its employees. Most employers the size of the University are self-insured for medical coverage as it gives them more control over plan design. In addition, any ‘profits’, typically built into insurance company prices, are retained by the Plan and its participants.

On June 28, the Board of Regents will consider approving a change to certain outside vendors to assist in the administration of the Plan. If approved, the new outside vendors will be:

<u>Entity</u>	<u>Description of Service Provided</u>
UMR (United Health Care)	Third party administrator for medical claims
Ameritas	Third party administrator for dental claims
CVS Caremark	Third party administrator for pharmacy claims
Wells Fargo	Trustee bank
Milliman	Independent actuaries providing projections used to set premiums

The plan, which operates on a calendar year basis, collects premiums through payroll deductions from eligible, participating employees and combines them with University premium contributions. The Plan deposits these funds into a trust account held by a trustee bank, Wells Fargo. Under state law, the Board of Regents is fully empowered to establish trust accounts, as they ensure the funds are protected and, in this case, may only be spent for health care purposes.

When covered employees and their dependents incur medical expenses, health providers (hospitals, doctors, pharmacies) send their bills to the third party administrators listed above for medical, dental, and pharmacy claims. The third party administrators assure that the submitted claims are valid using coverage criteria, limits, deductibles, and copays as set by the University. When the third party administrators pay claims, they are reimbursed by Wells Fargo, the trustee bank, for the claims cost plus an administrative fee.

Premiums charged to both the employer (University) and employees are designed to cover the Plan’s projected claims costs plus administrative expenses. Any potential changes in premiums, which become effective on January 1, are established by University management each fall after analyzing Milliman’s actuarial expense projections, which are based on a combination of University internal experience along with Milliman’s book of business experience.

If approved, the third party administrator changes would take effect January 1, 2019. Based on actuarial expense projections prior to the third party administrator changes, healthcare costs are projected to increase 5.7 percent during the next fiscal year.

## Workers Compensation

The University belongs to the State of Nebraska’s workers’ compensation plan. Workers compensation premiums are assessed by the Department of Administrative Services. Pursuant to the State of Nebraska’s budget instructions, the University’s workers’ compensation assessment will be flat in FY 2018-19.

## **Operations**

### **General Operations - Inflation**

While inflation (Consumer Price Index – CPI) increased approximately 2.1 percent last calendar year, given the limited resources available only a 1.0 percent inflationary increase is included in the 2018-19 budget. Campus have the discretion to further increase their operating budgets, if they so choose, by internally reallocating their existing budgets.

### **Utilities**

Again this year, no centralized funding for utility increases will be provided in the FY 2018-19 budget given the limited resources available. Campuses have the discretion to increase their campus utility budgets, if they so choose, by internally reallocating their existing budgets.

### **Building Operating and Maintenance**

Operating and maintenance support is vital as adequate maintenance extends the life of capital investments and contributes to the utilization of new/renovated space. Adequate support for operation, maintenance, utilities, and staffing will result in clean and functional work areas, and help minimize future deferred maintenance issues.

\$900,000 of “O&M” funding is included in the 2018-19 operating budget as UNO will soon begin occupying the First Data Resource building that was acquired with private funds. \$215,000 of “O&M” funding is included for the UNO Strauss project and \$417,000 for the UNMC College of Nursing-Lincoln project which will both open during academic year 2018-19.



## **Initiatives**

### **Programs of Excellence**

Through \$30 million of targeted investments in Programs of Excellence, the University has built premier academic programs in areas that are both important to Nebraska and strengths for the University. Given the limited resources available, no new funding has been identified for Programs of Excellence in the 2018-19 operating budget.

### **Collegebound Nebraska (need-based aid)**

While the benefits of a college degree have never been clearer, costs and access are key areas of concern for Nebraska students and families. The University must continue to keep costs reasonable so that all Nebraskans can attend regardless of their economic status—while also maintaining high academic standards. Collegebound Nebraska now promises full tuition coverage for nearly 7,000 Nebraska undergraduates attending the University—and the University intends to grow that figure.

The FY 2018-19 proposed budget includes increases for need-based aid to keep pace with the previously approved 3.2 percent tuition increase.

### **Budget Response Teams**

In January 2017, the University laid out its approach of how it would manage the difficult budget challenges during the 2017-2019 biennium. Ten working groups convened to look for efficiencies, consolidations, eliminations, or other options in a range of operational areas including finance, human resources, information technology, and facilities management.

In FY 2017-18, the Budget Response Teams (BRTs) implemented strategies resulting in \$6.5 million in recurring budget savings. The BRTs have done incredible work over the past 18 months and will achieve another \$15.5 million in recurring savings in FY 2018-19. This brings the recurring BRT total to \$22 million.

TO: The Board of Regents Addendum IX-B-7

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: FY 2018-19 Operating Budget for the Nebraska College of Technical Agriculture

RECOMMENDED ACTION: Approve the Nebraska College of Technical Agriculture's FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105<sup>th</sup> Legislature, 2<sup>nd</sup> Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s).

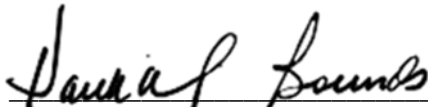
PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved the FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19.

July 22, 2016 – The Board of Regents approved the FY 2017-18 and 2018-19 Nebraska College of Technical Agriculture Biennial Operating Budget Request.

EXPLANATION: The attached materials provide an overview of the University's proposed 2018-19 operating budget. Expenditures, including compensation, are estimated and subject to availability of state funds appropriated to the Board of Regents.

SPONSORS: Michael J. Boehm  
NU Vice President and IANR Harlan Vice Chancellor

Chris J. Kabourek  
Interim Vice President for Business and Finance |CFO

RECOMMENDED:   
Hank M. Bouns, President  
University of Nebraska

DATE: June 20, 2018

**Nebraska College of Technical Agriculture (NCTA)**  
**FY 2018-19 State-aided Budget**  
(Operating Budget supported primarily by State Appropriations and Tuition Funds)

	FY 2017-18	FY 2018-19	Change from 2017-18	
	Beginning Budget	Proposed Budget (a)	Amount	Percent
<b>ESTIMATED FUNDING</b>				
State Appropriations	3,398,163	3,373,163	(25,000)	-0.7%
Tuition (less University Remissions)	902,103	866,844	(35,259)	-3.9%
2018-19 Rate Increase		27,739	27,739	3.1%
<b>Total Estimated Funding</b>	<b>4,300,266</b>	<b>4,267,746</b>	<b>(32,520)</b>	<b>-0.8%</b>
<b>EXPENDITURES (b)</b>				
Salaries (c)	2,645,937	2,696,210	50,273	1.9%
Benefits	336,442	343,171	6,729	2.0%
Health Insurance	391,401	395,921	4,520	1.2%
General Operations	632,655	638,981	6,326	1.0%
Utilities	458,206	458,206	-	0.0%
<b>Total Expenditures</b>	<b>4,464,641</b>	<b>4,532,489</b>	<b>67,848</b>	<b>1.5%</b>
<b>SPENDING CUTS</b>				
Budget Response Team Spending Cuts	-	(239,743)		
Programmatic Cuts	-	(25,000)		
<b>Total Spending Cuts</b>	<b>-</b>	<b>(264,743)</b>		
<b>Expenditures less Spending Cuts</b>	<b>4,464,641</b>	<b>4,267,746</b>		
<b>NET ACTIVITY</b>	<b>(164,375)</b>	<b>-</b>		

Notes:

- (a) An estimated \$500,000 of one-time carryforward funds (encumbrances and other one-time commitments) are excluded from the recurring budget presented above. Reinstatement of allotment (spending) authority for these funds will be submitted to the State of Nebraska Department of Administrative Services (DAS). Capital construction budgets are excluded from the operating budget figures presented above.
- (b) Expenditure line items are estimated. Final budget figures may vary from figures noted above. All expenses are subject to availability of state funds appropriated to the Board of Regents
- (c) Reflects a 1.75% merit salary pool to be distributed on employee performance. An additional 0.25% increase is included for faculty tenure and promotions.

**Nebraska College of Technical Agriculture (NCTA)**  
**FY 2018-19 Total Budget**  
 (All Funds)

	FY 2017-18	FY 2018-19	Change from 2017-18	
	Beginning Budget	Proposed Budget (a)	Amount	Percent
<b>REVENUES</b>				
State-aided Funds	4,300,266	4,267,746	(32,520)	-0.8%
Revolving/Auxiliary Funds	1,830,000	1,950,000	120,000	6.6%
<b>Total Revenues</b>	<b>6,130,266</b>	<b>6,217,746</b>	<b>87,480</b>	<b>1.4%</b>
<b>EXPENDITURES</b>				
State-aided Activities	4,464,641	4,267,746	(196,895)	-4.4%
Non State-aided Activities	1,830,000	1,950,000	120,000	6.6%
<b>Total Expenditures</b>	<b>6,294,641</b>	<b>6,217,746</b>	<b>(76,895)</b>	<b>-1.2%</b>

TO: The Board of Regents Addendum IX-B-8

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Approve a contract to unify the University's Research Administration software platform

RECOMMENDED ACTION: Approve a contract with Bolero Information Systems, LLC (Bolero) to continue research administration software maintenance and enhancements for UNL, UNK and UNO, and expand the software to accommodate all NU campus research administration.

PREVIOUS ACTION: None

EXPLANATION: Research administration software is used to obtain internal approvals for grant submissions, track award information, assess animal and human subjects research compliance, document Conflict of Interest and Outside Activity compliance with Board of Regents bylaws and policies, and other critical functions.

On March 28, 2013, NUtech Ventures executed an exclusive software license agreement with Bolero for commercialization of UNL-developed "NUgrant software" for the administration and management of grants and contracts operations at universities. In addition to a royalty on product sales and other consideration, NUtech Ventures also was granted an "equity equivalent" that will be paid out at the end of the agreement term, or three years before termination, at Bolero's discretion. It is expected that the software development associated with this contract will increase NUtech's equity value in Bolero. The "NUgrant software" is used by UNL (NUgrant), UNK (UNK Research Portal) and UNO (MAVgrants). Although operating with similar code, these three systems are not shared and do not leverage potential efficiencies that could be achieved by using a system-wide program.

The proposed contract represents the final transition from UNL to Bolero of the responsibility for providing research administration software services, maintenance and enhancements. In addition, the proposed contract outlines a process where the separate campus-based software systems will be combined into a single instance. A single instance provides the potential for multi-campus cross-training, staffing and/or administration of back-end research functions and support.

Development of the single instance, data transfers, and decommissioning of the individual campus instances will cost \$480,000 (\$160,000 per year for three years). Ongoing maintenance of the three-campus systems currently costs \$433,500 a year (the NU System office spends an additional \$13,000/year to manage Nebraska Research Initiative (NRI) proposals not possible with the separate campus systems). As single-instance modules are developed during a three-year period for all four

campuses and Central Administration, the yearly maintenance and enhancement fee will reach up to \$662,496 a year. UNMC has committed to using the Internal Competitions and Event Management modules and is evaluating others. If UNMC does not use any other modules, the yearly maintenance and enhancement fee will not exceed \$534,024 in year three.

This item has been reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
On-going Maintenance	\$433,500	\$451,116	\$662,496	*
Single Instance Development	\$160,000	\$160,000	\$160,000	
Total	\$593,500	\$611,116	\$822,496	*

\*Not to exceed. Timing and amount depends upon module development, implementation and UNMC participation. With limited UNMC participation, maintenance costs are expected to be \$534,024.

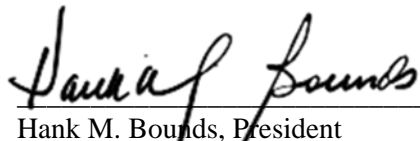
SOURCE OF FUNDS:

NRI, Campus Research Office Budgets

SPONSOR:

Susan M. Fritz  
Executive Vice President and Provost

RECOMMENDED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

June 14, 2018

**BOLERO INFORMATION SYSTEMS, LLC**

**MASTER SERVICE LEVEL AGREEMENT**

This **Master Service Level Agreement** (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between **Bolero Information Systems, LLC**, a Nebraska limited liability company having principal offices at 1901 N 21st Street, Suite 273, Lincoln, Nebraska 68508 (“Bolero”), and the **Board of Regents of the University of Nebraska**, a public body corporate organized under the laws of the State of Nebraska, having principal offices at 3835 Holdrege Street, Lincoln, Nebraska 68583 (“NU”). Bolero and NU may be collectively referred to as “Parties” and/or individually as “Party”.

WHEREAS, Bolero is in the business of providing certain consultant services for information technology infrastructure and/or end-user systems, which includes but is not limited to a research administration function portal entitled OneRamp eRA Suite (the “Services”);

WHEREAS, OneRamp eRA Suite (“OReS”) was initially developed at UNL and has been licensed from UNL by and through its affiliate technology transfer office NUtech Ventures by way of a certain Software and Works License Agreement, effective March 27, 2013 (the “NUtech Software License”) by Bolero for use and development (“Licensed Software”);

WHEREAS, NU is one university comprised of four (4) distinct administrative units on four campuses; the University of Nebraska-Lincoln (UNL), the University of Nebraska Medical Center (UNMC), the University of Nebraska at Omaha (UNO) and the University of Nebraska at Kearney (UNK) (collectively “University” or separately “Campus(es)”);

WHEREAS, each Campus may expect to utilize the Services provided hereunder; and

WHEREAS, NU desires to engage Bolero for the performance of the Services described in one or more Statements of Work agreed upon by the Parties in writing from time to time (each an “SOW”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bolero and NU hereby agree as follows:

**ARTICLE I  
STATEMENTS OF WORK**

**Section 1.01. Incorporation.** The initial SOW agreed to by the Parties is set forth in Attachment A of this Agreement. From time to time during the term hereof, the Parties may, in their discretion, agree in writing to additional SOWs, a template of which is attached hereto as Attachment B. Each such executed SOW is hereby incorporated into this Agreement, but shall not be effective unless signed by an authorized signatory from each Party. A SOW may not change any term in this Agreement. This Agreement and individual SOW entered hereunder may be extended or modified (including changes in scope) upon the issuance of a new SOW which shall not affect this Agreement, or prior, current or future SOW unless it is the express written intent of the parties to do so. In the event of a conflict between the terms of this Agreement and the SOW, the terms of this Agreement will govern. The Services provided under each SOW shall apply to University, as applicable to needs of each of the Campus individually. Where necessary to functionality of software or Campus requirements, a SOW may provide carve-outs for specific Campuses,

but such carve-out shall not be automatic. Therefore, functionality shall apply to any Campus receiving Services.

**Section 1.02. Compliance.** NU hereby retains Bolero to perform the Services, and Bolero agrees to perform the Services, in conformity with each SOW, subject to the terms and conditions of this Agreement and all applicable local, state, and federal laws and regulations.

**Section 1.03. Personnel.** Bolero will establish working hours for its personnel, and shall be entitled to use its own materials in the performance of the Services. Bolero shall, within the specifications set forth in the SOW, if any, determine the method, details and means of performing the Services. Bolero shall have the right to accept or decline any proposed SOW. Notwithstanding the foregoing, Bolero will offer sufficient levels of continuing support to enable NU and authorized users to accomplish the intended use of the Licensed Software. Bolero will make its personnel available during normal business hours by email or phone for feedback, problem-solving, or general questions (each a "Support Incident"), provided, however, Bolero will make its personnel available during off-hours when working to resolve unexpected downtime, system failures or other emergency email or phone call requests by NU. Bolero is required to provide periodic Licensed Software use information upon the request of the NU.

**Section 1.04. Work Requests.** Bolero will use commercially reasonable efforts to accommodate work schedule requests of NU. Bolero and its personnel shall reasonably cooperate with NU and its personnel in all respects, including providing responses to NU requests for information, providing access to Project facilities and systems on which the Licensed Software is installed for NU, and providing access to all necessary information regarding NU systems and facilities relating to a Project and under Bolero's control or supervision. NU will be responsible for making, at its own expense, any changes or additions to NU's current systems, software, and hardware that may be required to support operation of the Licensed Software.

**Section 1.05. General.** After NU's initial communication to Bolero as provided above, Bolero will (i) report its progress in correcting and working around such Support Incident to NU no less often than weekly until the Support Incident is resolved; and (ii) provide NU with a written response describing Bolero's then-existing diagnosis of the Support Incident and generally outlining Bolero's then-existing plan and timetable for correcting or working around the Support Incident.

**Section 1.06. Backups.** Bolero shall perform regular reviews and verifications that backup jobs are successful and shall periodically execute a media restore to perform a real-time check of the backup system ("Backup Procedure"). Bolero's Backup Procedure will provide Bolero with ongoing recovery assurance for both the Licensed Software and systems on the NU Campuses. The Backup Procedure will provide a level of recovery assurance that is in accordance with NU's tolerance for data loss, as must be communicated by NU to Bolero in writing. Any scripts or scheduled jobs associated with the Backup Procedure are the responsibility of Bolero and shall be executed, maintained and tested by Bolero.

**Section 1.07. Reports.** Bolero shall furnish such written reports, analyses and documentation in connection with the performance of Bolero's Services under this Agreement as NU may reasonably request in writing from time to time.



## **ARTICLE II FEES AND EXPENSES**

**Section 2.01. Fees.** Unless otherwise stated in an applicable SOW, all invoices shall be due and payable in U.S. Dollars within thirty (30) calendar days after the date of invoice.

**Section 2.02. Expenses.** In addition, as approved under an applicable SOW, NU shall reimburse Bolero for reasonable out-of-pocket expenses and the cost of materials incurred directly in connection with the performance of Services, including, without limitation, mileage, meals and lodging, and any materials required to complete the Services that are not supplied by NU. Upon NU's written request, Bolero shall furnish sufficient documentation to verify out-of-pocket expenses and the cost of any materials. Unless otherwise stated in the applicable SOW, Bolero shall furnish invoices, describing the Services rendered, stating the fees due and/or itemizing reimbursable expenses incurred by Bolero, where itemizing reimbursable expenses must be within thirty (30) days of such expense.

**Section 2.03. Taxes.** NU shall be liable for payment of all local state and federal sales, use, excise, personal property or other similar taxes or duties that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. Bolero will invoice NU for all such taxes based on the Services provided hereunder. In no event will either Party be responsible for any taxes levied against the other Party's net income. Bolero may be required to collect and remit taxes from NU, unless NU provides Bolero with a valid tax exemption certificate.

## **ARTICLE III TERM; EXPIRATION AND TERMINATION**

**Section 3.01. Term.** This Agreement commences on the Effective Date and expires five (5) years thereafter (the "Term").

**Section 3.02. Excess SOW Term.** Each SOW shall remain in full force and effect in accordance with its terms, unless terminated in accordance with this Article III or upon completion of Services, whichever comes first. In the event that any SOW remains in effect as of the termination or expiration of this Agreement, then, notwithstanding anything to the contrary in this Article III, this Agreement shall continue in effect solely for the term of, and for purposes of, such SOW.

**Section 3.03. Material Breach.** This Agreement may be terminated by either Party upon thirty (30) calendar days' written notice for a material breach by the other Party, unless such other Party cures the breach within the thirty (30) calendar day notification period. Termination of this Agreement does not relieve NU of any outstanding payments due prior to the effective date of termination or either Party of any liability arising prior to termination. Termination of this Agreement does not relieve Bolero of responsibilities for any uncompleted installations, improvements, or other work required under an SOW, where such services are required for functionality of Licensed Software, for clarity, NU is only entitled to substantial performance for completion of services initiated prior to a material breach, not strict performance of any remaining work required under a SOW..

**Section 3.04. Effect of Termination.** Upon expiration or earlier termination of this Agreement, each Party shall return to the other all copies of any information, data, documents or other materials, including all Confidential Information, in the Party's possession which had been provided to the other party pursuant to this Agreement. Article II, Section 3.02, Section 3.04, Article IV, Article V, Section 7.03, Article IX, Article XI, and Article XII of this Agreement shall survive the termination of any SOW or of this Agreement.

## **ARTICLE IV OWNERSHIP**

**Section 4.01. Work Product.** All work papers, bills, documents, reports, deliverables and work product of any kind (“Work Products”), except as noted in Section 4.02 (“Techniques and Component Elements”) below, generated or developed by Bolero under this Agreement become the property of NU upon final payment and satisfaction of terms under this Agreement.

**Section 4.02. Techniques and Component Elements.** NU acknowledges that (i) Work Products will often include data, ideas, modules, components, concepts, analysis, methods, techniques, patterns, formulas, technical information, know-how, and specifications (collectively, “Techniques and Component Elements”) used, invented, developed, or exclusively licensed by Bolero in the course of performing the Services and/or engagements for other clients, (ii) NU will receive the benefit of these Techniques and Component Elements in the more efficient and quicker preparation of the Work Products, and (iii) Bolero has set its fees based on its ability to use and provide Techniques and Component Elements in the course of preparing Work Products in subsequent engagements for other clients. Accordingly, NU agrees that Bolero owns and shall continue to own all right, title, and interest in and to the Techniques and Component Elements (subject to the residual or grant back rights of NU and its affiliates outlined in the NUtech Software License, hereinafter “Residual Rights”), including, but not limited to all copyrights and renewals and extensions of copyright therein, and all Techniques and Component Elements incorporated in Work Products will be deemed to be works made for hire. To the extent that title to any such Techniques and Component Elements may not otherwise vest in Bolero, or such Techniques and Component Elements may not be considered works made for hire, NU shall, and hereby does, exclusively and irrevocably assign, transfer and otherwise convey to Bolero all right, title, and interest in and to such Techniques and Component Elements, including all rights of copyright or other intellectual property rights pertaining thereto, subject to any Residual Rights. All Techniques and Component Elements will belong exclusively to Bolero, subject to any Residual Rights, with Bolero having the right to obtain and to hold in its own name, copyright registrations, patents, and such other intellectual property protection as may be appropriate to the subject matter, and any extensions and renewals thereof. NU agrees to give Bolero, and any person designated by Bolero, reasonable assistance, at Bolero’s expense, in perfecting or evidencing the rights defined in this Section, including, without limitation, by executing and delivering all documents reasonably requested by Bolero for such purposes.

**Section 4.03. Third Party Materials.** Notwithstanding the preceding Sections in this Article, the Parties agree that, to the extent that any materials owned by or licensed by Bolero from third parties (the “Third Party Materials”) are included in the Work Products, Bolero shall be responsible for obtaining for NU license rights necessary to use such Third Party Materials, as limited by the scope of Services defined under this Agreement and each applicable SOW.

**Section 4.04. NU Materials.** Unless otherwise expressly indicated in an SOW, all equipment, software, firmware, data, documentation, content, and other materials provided by or on behalf of NU to Bolero, or to which Bolero is granted access, in connection with the Services described in an SOW, and any derivative works thereof, and all intellectual property rights and other proprietary rights therein (collectively, “NU Materials”) are, as between the Parties, owned by NU and constitute the Confidential Information of NU. Bolero shall not obtain nor have, any right, title or interest in such NU Materials other than a limited, non-exclusive, non-transferable license, without any right to sublicense, which NU hereby grants to Bolero, to use such NU Materials solely for the limited purpose of performing the Services described in the applicable SOW and in accordance with the terms of such SOW, this Agreement and NU’s

instructions (“Permitted Purpose”) and such use by Bolero is restricted solely to use by Bolero’s employees who are U.S. citizens or U.S. permanent residents (“Permitted Bolero Personnel”). Bolero agrees to use the NU Materials solely for the Permitted Purpose and solely through Permitted Bolero Personnel. Bolero hereby assigns to NU all right, title and interest, if any, Bolero may now or hereafter be deemed to have in any such NU Materials under applicable law. In addition, unless given specific written authorization, Bolero shall not, at any time, (i) modify, alter, reverse engineer, de-compile, translate or disassemble any NU Materials constituting firmware or software; (ii) make any attempt to discover the source code of any NU Materials constituting firmware or software; (iii) create derivative works from any NU Materials constituting firmware or software; or (iv) permit any third party to do any of the foregoing. Further, with respect to all NU Materials that are licensed by NU from a third party (“Third Party NU Materials”), Bolero agrees to comply with any restrictions imposed by the applicable third party on the access to and use of such Third Party NU Materials that are disclosed to Bolero. Immediately upon the completion of the Services described in an applicable SOW or any earlier termination of such SOW, Bolero shall cease all use of the NU Materials (including without limitation the Third Party NU Materials) and shall promptly return all such items (and any copies thereof, whether in hard copy or electronic form) to NU.

**Section 4.05. NU Data.** NU shall retain ownership of any data generated in the course of NU’s use of the Licensed Software as permitted by the terms of this Agreement (the “NU Data”). “NU Data” includes but is not limited to research and administration details including research staff names, titles and abstracts of research, dates and dollar amounts of research, research sponsor identity(s), NU event details, and other data NU inputs for the automation and retrieval of its electronic records.

## **ARTICLE V CONFIDENTIAL INFORMATION**

**Section 5.01. Definition.** “Confidential Information” means any proprietary, confidential, and/or trade secret information of the disclosing Party hereto (“Discloser”) and/or others possessed by the Discloser relating to, among other things, the Discloser’s products, technology, specifications, manufacturing methods, know-how, business or marketing plans, or business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskettes and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples or facilities).

Confidential Information disclosed in documentary form shall be stamped “Confidential Information” or in some other manner clearly indicating that it is confidential or proprietary. The Discloser must confirm by written notice to the receiving Party hereto (“Receiver”) within thirty (30) calendar days of disclosure that Confidential Information disclosed orally, visually or in any other non-documentary form is “Confidential Information.” Notwithstanding the foregoing, the following shall be considered Confidential Information if disclosed orally or in writing by either Party during discussions concerning the business relationship: (i) all inventions, discoveries, know-how, techniques, devices, ideas, research, software implementation methods, practices, processes, systems, formulae, designs, products, projects, computer programs, improvements and developments which have not been generally available to the public; (ii) all client or customer lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of the Parties including, without limitation, information relative to customers, suppliers or other parties with which a Party has a business relationship, samples, sketches, bulletins, correspondence, company forms and records (including financial statements and product specification

sheets), information concerning sources of supply, costs of manufacture and sale and applications of equipment, whether published or unpublished, confidential or protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; (iii) any of the foregoing information developed by or proprietary to clients or customers of either Party; and/or (iv) all information that a reasonable prudent person would recognize as confidential when provided to Receiver.

**Section 5.02. Exclusions.** Confidential Information shall not include information that: (i) was in the public domain when disclosed; (ii) becomes public domain after disclosure, other than as a result of the Receiver's violation of this Agreement; (iii) was in the Receiver's lawful possession when disclosed and was not acquired directly or indirectly from the Discloser; and/or (iv) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the Discloser. In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party of the request prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

**Section 5.03. Care.** The Receiver: (i) will not disclose Confidential information, except to its employees or to its agents, representatives, suppliers and/or subcontractors which are bound by a written confidentiality agreement, with terms and conditions substantially similar to those presented in this Article V ("Confidential Information"); (ii) will not use Confidential Information except for the purposes contemplated by this Agreement; (iii) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances; and (iv) will make copies of Confidential Information only on an "as-needed" basis for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of the Discloser, or shall have markings supplied by the Receiver.

**Section 5.04. Title.** All Confidential Information and, except as otherwise provided in Article IV ("Ownership") above, all other written material provided to the Receiver by the Discloser hereunder shall be and at all times remain the exclusive property of the Discloser. All Confidential Information and such other written material provided to the Receiver by the Discloser hereunder, and any copies thereof, shall be promptly returned or destroyed (as specified by the Discloser) upon request of any designated representative of the Discloser, and in any event shall be returned or destroyed (as specified by the Discloser) within thirty (30) days after the effective date of expiration or termination of this Agreement.

**Section 5.05. Injunctive Relief.** In the event of breach of any of the provisions of this Article by the Receiver, the Discloser may be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity.

## **ARTICLE VI DATA SECURITY**

**Section 6.01. Data Security.** To the extent that Bolero has access to NU data, Bolero shall comply with generally accepted information security management standards. Bolero shall use reasonable

administrative, technical and physical safeguards to protect the security, integrity and confidentiality of NU data. Bolero certifies that any user designated by Bolero to have access and authority sufficient to elect configuration options is a duly authorized and competent representative of Bolero for such purposes and pursuant to this Agreement.

**Section 6.02. Breach.** In the event of a breach of the security, integrity or confidentiality of NU data, Bolero shall promptly notify NU and shall cooperate with NU for purposes of recovery, mitigation and/or notice as required by Applicable Laws or a governmental request. Bolero shall only use NU data to provide or assist in the provision of the Services, to perform obligations and exercise rights under this Agreement or Applicable Law, or as mutually agreed to in writing; Bolero may not use NU data for any other purpose.

**Section 6.03. Security Standards.** Bolero shall further maintain appropriate safeguards and controls and exercise due diligence to protect NU data against unauthorized access, use, and/or disclosure, considering all of the above factors. In the event of any conflict or inconsistency, Bolero shall protect the NU data in accordance with the highest applicable requirement: (i) Federal, state, legal and regulatory requirements; (ii) information technology and industry best practices; (iii) sensitivity of the data; and (iv) relative level and severity of risk of harm should the integrity, confidentiality, availability or security of the data be compromised, as determined by Bolero as part of an overall risk management program.

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES**

**Section 7.01. Mutual Provisions.** Each Party represents and warrants that (i) it has the legal power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) the performance of its obligations under this Agreement will not cause a breach of any agreements with any third parties.

**Section 7.02. Bolero Services.** Bolero warrants that all Services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards (“Services Warranty”).

**Section 7.03. Disclaimer.** BOLERO AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES ARE PROVIDED TO NU STRICTLY ON AN “AS IS” BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BOLERO AND ITS LICENSORS.

## **ARTICLE VIII INSURANCE**

**Section 8.01. General Commercial Liability Coverage.** Bolero shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming “The Board of Regents of the University of Nebraska” as an additional insured, to cover such liability caused by, or arising out of, activities of Bolero and its agents and/or employees while engaged in or preparing for the provision of the Services. Bolero will furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

**ARTICLE IX  
LIMITATION OF LIABILITY**

**Section 9.01. Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, GOODWILL OR DATA OR COST OF COVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY.

**Section 9.02. Total Liability.** THE TOTAL LIABILITY OF BOLERO FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO BOLERO BY NU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. IF DATA IS DAMAGED, LOST, OR OTHERWISE MODIFIED AS A RESULT OF BOLERO'S SERVICES AND SUCH DATA IS INSURED BY NU, NU SHALL CAUSE ITS INSURERS OF SUCH DATA TO WAIVE ANY RIGHT OF SUBROGATION AGAINST BOLERO.

**Section 9.03. Exceptions.** NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN THE PRECEDING PARAGRAPHS OF THIS ARTICLE IX SHALL NOT APPLY WITH RESPECT TO (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN; OR (B) A PARTY'S ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**Section 9.04. Essential Purpose.** THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING FOR SERVICES.

**ARTICLE X  
INDEPENDENT CONTRACTOR**

**Section 10.01. Independent Contractor.** Nothing herein shall be construed to ascribe to Bolero a status other than that of an independent contractor. NU shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to Bolero. NU will not provide Bolero with any form of insurance benefits, pension benefits, vacation or holiday benefits or any other kind of benefits or expenses whatsoever. Neither Party hereunder has the authority to bind the other Party to any third person nor otherwise to act in any way as the representative or agent of that other Party, unless otherwise expressly agreed to in writing.

**ARTICLE XI  
NON-SOLICITATION**

**Section 11.01. Non-Solicitation.** Each Party agrees not to directly solicit the employment of any employee or contractor of the other Party that is directly involved in the performance of such Party's obligations under the Agreement during the term of any SOW under this Agreement and for a six (6) month period after the expiration or termination of all SOW hereunder. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

**ARTICLE XII  
GENERAL PROVISIONS**

**Section 12.01. Entire Agreement; Integration.** This Agreement and all Attachments referencing this Agreement represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. No modification of this Agreement shall be effective unless in writing and signed by both Parties.

**Section 12.02. Notices.** All notices under this Agreement shall be in English and shall be in writing and given by email, registered airmail, or overnight delivery. Notices shall be deemed given when received.

**If to Bolero:**

Bolero Information Systems, LLC  
1901 N 21st Street, Suite 273  
Lincoln, NE 68508  
Attn: NU Consulting Services

**If to NU:**

Office of the Vice President and General Counsel  
Board of Regents of the University of Nebraska  
3835 Holdrege Street  
Lincoln, NE 68583  
Attn: General Counsel

**Section 12.03. Force Majeure.** Neither Party shall be liable for delays and/or defaults in its performance (other than NU's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of God or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks; epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

**Section 12.04. Relationship with Third Parties.** This Agreement governs the relationship between Bolero and NU. No NU end user or other person or entity not a Party to this Agreement shall be considered a third party beneficiary of this Agreement.

**Section 12.05. Severability.** The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction then such clause shall be re-construed to provide the maximum protection afforded by law in accordance with the intent of the applicable provision.

**Section 12.06. Assignment.** Neither Party may assign any rights or delegate any obligations hereunder, whether by operation of law or otherwise, except in the case of a sale of either Party's business whether by merger, sale of assets, sale of stock or otherwise, or except with the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Bolero may freely assign this Agreement to an affiliate or to an acquirer of all or part of Bolero's business or assets, whether by merger or acquisition. If Bolero assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets then Bolero may only transfer its rights and obligations under the

Agreement upon written notice to NU, subject to any Residual Rights and as outlined in the NUtech Software License. Any attempted assignment or delegation outside these exceptions or without such written consent shall be null and void. "Affiliate" or "Affiliates" as used herein shall mean any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with a Party. For the purposes of this definition, "ownership" or "control" means: (i) possession, or the right to possession, of at least fifty percent (50%) of the voting rights of a business entity; (ii) the power to direct the management and policies of the entity; (iii) the power to appoint or remove a majority of the board of directors; or (iv) the right to receive fifty percent (50%) or more of the profits or earnings. This Agreement binds the Parties, their respective participating subsidiaries, Affiliates, successors and permitted assigns.

**Section 12.07. Applicable Law.** This Agreement shall be governed under the laws of Nebraska without regard for its choice of law principles. Both Parties agree that any legal action involving this Agreement in any way will be instituted in the District Court of Lancaster County, Nebraska, and each Party consents to jurisdiction of the state courts in the State of Nebraska over such Party's person for purpose of such legal action.

**Section 12.08. Waiver.** Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

**Section 12.09. Headings; Order of Precedence.** All headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they in any way affect the interpretation hereof. If there is any conflict between this Agreement and any Attachment hereto, the order of precedence shall be that this Agreement shall supersede and then the applicable Attachment.

**Section 12.10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 12.11. Mutual Indemnification.** To the extent allowed by law, each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

**Section 12.12. Additional Indemnification by Bolero.** Bolero agrees to defend and indemnify NU and to hold it harmless from all damages awarded against NU for claims of infringement of third-party intellectual property rights arising from NU's expressly permitted use of the Licensed Software. Notwithstanding the foregoing, Bolero will have no liability for any claim of infringement based on (a) NU's use of the License Software in combination with any unauthorized third party products, including hardware and software, (b) modifications or maintenance of the Licensed Software by a party other than Bolero, (c) NU's misuse of the Licensed Software, or (d) failure of NU to implement any improvement or upgrades to the Licensed Software, if the infringement claim would have been avoided by the use of the improvement. If the Licensed Software has become (or in Bolero's reasonable judgment is likely to become) the subject of an infringement claim: Bolero will, at its option and expense, (i) procure for University the right to make continued use of it, (ii) replace or modify the Licensed Software with substantially similar software or



technology, or (iii) if (i) and (ii) above are not commercially reasonable to Bolero, then Bolero may at its sole option terminate the applicable Services and/or NU's use of the Licensed Software without further liability by Bolero *provided*, that Bolero will refund any pre-paid fees, and NU will not be responsible for early termination charges. THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF BOLERO WITH RESPECT TO INFRINGEMENT OF THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER PROPRIETARY RIGHTS, BY THE LICENSED SOFTWARE.

**Section 12.13. Conflict of Interest.** No article or service shall be purchased from any NU faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

**Section 12.14. Personal Use Prohibited.** NU funds shall not be expended for articles or services which are for the personal use of staff or faculty members.

**Section 12.15. Work Status Verification.** Bolero and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

**Section 12.16. Debarment List.** No contract shall be awarded to any entity listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For any SOW which in the aggregate exceed \$25,000, Bolero specifically warrants and represents that it is not included on the Debarment List. Bolero further agrees that should it be included on the Debarment List at the time any future SOW is awarded, or at any time during which it performs its contractual obligations pursuant to the Agreement, such listing shall be considered a material breach of the contract between NU and Bolero.

**Section 12.17. Nebraska Legislative Bill (LB) 429.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of January 1, 2014, NU is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov). It shall be the sole responsibility of Bolero to notify NU of any requested redactions to the Agreement, any SOWs, and any amendments under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

**Section 12.18. Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, Bolero shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**Section 12.19. Section 503.** If applicable, Bolero shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors to employ and advance in employment qualified individuals with disabilities.

**Section 12.20. Dispute Resolution.** Any dispute, controversy or claim arising out of the Agreement or the interpretation thereof (a "Dispute") shall be resolved as provided in this section. Prior to the initiation

of formal dispute resolution procedures, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If NU and Bolero are unable to resolve the Dispute within thirty (30) days after the referral of the Dispute to them, then each of Bolero and NU will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement and will negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

**Section 12.21. Good Faith Negotiations.** Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

*Signatures follow on the next page*

IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized representative with the intent it be effective as of the Effective Date:

<b>Board of Regents of the University of Nebraska</b> ("NU")	<b>Bolero Information Systems, LLC</b> ("Bolero")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## ATTACHMENT A: STATEMENT OF WORK (REF. NO. xxxxx)

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This Statement of Work (this "SOW"), dated as of this \_\_\_ day of \_\_\_\_\_, 2018 ("SOW Effective Date"), is entered into by and between **Bolero Information Systems, LLC** ("Bolero") and **Board of Regents of the University of Nebraska** ("NU"). This SOW is entered into pursuant to, and is governed by, that certain Master Service Level Agreement (the "Agreement"), dated as of \_\_\_\_\_, \_\_\_ 2018, by and between Bolero and NU.

### Definitions

**Maintenance** - refers to ongoing administration of accepted and "completed" functionalities/features. Examples would include, but not be limited to, providing ongoing support to module owners, fixing previously unknown bugs in the accepted functionality, ensuring that systems are running and available, running special data requests or setting up special access. We will not provide direct end-user support, but will assist module owners in helping end-users as needed.

**Enhancement** - refers to adding a new feature to an existing module that requires 20 hours or less for Bolero to implement. Examples would include, but not be limited to, creating new Internal Competition applications or reviews, creating a new report, adding/removing questions on existing forms, adding new automated emails or modifying an existing workflow step.

**Development** - refers to the primary implementation of new projects or features that will take more than 20 hours for Bolero to implement. Examples would include, but not be limited to, overhauling an existing module, adding a major new feature or creating a new module.

### Services

The overall objective of this project is to create a single instance of NUgrant, UNL's electronic research administration system, for the University of Nebraska system. NUgrant currently consists of the following core modules:

- Sponsored Programs – Pre-Award (OSP)
- Internal Competitions (IC)
- Interest and Activity Management (IAM)
- Human Research Compliance (IRB)
- Animal Research Compliance (IACUC)
- Biosafety Compliance (IBC)
- Radiation Safety Compliance (RSC)
- Export Control (EC)
- Event Management (EMS)
- Course and Lab Fee Management

There are also features of NUgrant for managing information about core facilities, funding announcements, and training. More detailed descriptions of each module are listed below.

Bolero currently runs three instances of NUgrant at UNL, UNO and UNK. The UNO instance, called MavGrants, currently runs the OSP, IC, IAM, EC and EMS modules. The UNK instance, called UNK Research Portal, currently runs the OSP and IAM modules.

The new single instance system, herein called OneRamp, will provide all the stated modules and features for all four NU campuses and central administration. Users will be able to log into the new system using NU's preferred authentication process. Authorization and reporting in the system will be expanded to provide an additional layer of access to data across all four campuses.

The University of Nebraska will establish an oversight committee for the project. This committee will be responsible for the overall direction of the project, with subcommittees that will oversee implementation of specific modules. Bolero and the University of Nebraska will each appoint a project lead that will direct all communication between the groups.

### **Timeline**

The project will be completed over a 3-year time period.

The first milestone will establish the foundation of OneRamp to prepare for multi-campus use, improve the flexibility in expanding the system and reduce future maintenance needs. Infrastructure for the system will be set up. The integration with the university's preferred authentication method will be implemented. A new layer of authorization will be established to manage an additional level access to data and reporting across all campuses. The organization hierarchy will be reorganized to establish systemwide organization unit information. This process is expected to take between 6 and 9 months to complete.

The second milestone will be to port the Internal Competitions module over to OneRamp. Currently UNL and UNO both use the internal competitions module. At the end of this milestone all campuses, including central administration, will be able to sponsor internal competitions. Features will be included to allow competitions to be held across the entire system or for specific campuses. The target for completing this milestone is at the end of the first year of the project.

Following the implementation of the Internal Competitions module, other modules will be ported to OneRamp at a pace of roughly 2 modules every six months. Multiple modules may be converted at the same time, but no more than 3 simultaneously. The order of conversion will be dictated by NU.

### **Fees**

The fees for this project are broken down into two categories, development fees and maintenance/enhancement fees.

Development fees for the creation of the single instance OneRamp system and porting over of processes and data from existing systems, as described above, are \$160,000 per year for a total of \$480,000.

During the development of the new OneRamp system, Bolero will continue Maintenance and Enhancement work for the three campus instances. As a module is brought online in OneRamp, the fees for that module will transition from the original campus specific system to the single instance OneRamp

system. Below is a cost schedule for maintenance/enhancement fees as OneRamp is developed. The first line represents the monthly fee for maintaining/enhancing the existing systems as the first milestone of OneRamp development is in progress. The second line, labeled Internal Competitions, represents the monthly maintenance/enhancement fees for the period after the IC module is complete, but before the OSP module is complete.

	<i>OneRamp Single Instance</i>	<i>UNL – Nugrant</i>	<i>UNK – Research Portal</i>	<i>UNO – MavGrants</i>	<i>Total</i>
<i>Initial Fees</i>	\$0	\$31,350	\$2,900	\$1,875	\$36,125
<i>Internal Competitions</i>	\$5,875	\$27,693	\$2,900	\$1,125	\$37,593
<i>OSP</i>	\$13,458	\$22,990	\$1,450	\$375	\$38,273
<i>IAM</i>	\$19,333	\$19,333	\$0	\$281	\$38,947
<i>Export Controls</i>	\$23,042	\$17,765	\$0	\$94	\$40,900
<i>Event Management</i>	\$26,750	\$16,198	\$0	\$0	\$42,948
<i>IRB</i>	\$34,333	\$11,495	\$0	\$0	\$45,828
<i>IACUC</i>	\$41,917	\$6,793	\$0	\$0	\$48,709
<i>Biosafety</i>	\$47,792	\$3,135	\$0	\$0	\$50,927
<i>Radiation Safety</i>	\$51,500	\$1,568	\$0	\$0	\$53,068
<i>Course and Lab Fees</i>	\$55,208	\$0	\$0	\$0	\$55,208

In the case that UNMC does not participate in one or more single instance OneRamp modules, the following table lists the amount that will be subtracted from the total costs listed above. In no case will the cost go below the original cost, \$36,125 per month.

	<i>Cost</i>
<i>Internal Competitions</i>	\$1,625
<i>OSP</i>	\$2,083
<i>IAM</i>	\$1,625
<i>Export Controls</i>	\$708
<i>Event Management</i>	\$708
<i>IRB</i>	\$2,083
<i>IACUC</i>	\$2,083
<i>Biosafety</i>	\$1,625
<i>Radiation Safety</i>	\$708
<i>Course and Lab Fees</i>	\$708

All fees are stated in US Dollars. The Total Fee for this Statement of Work includes the Development Fee and the Maintenance/Enhancement Fee. The Total Fee will be invoiced on a monthly basis. All fees shall be paid to Bolero subject to NU's receipt of Bolero's invoice, including any applicable NU Purchase Order number. NU shall pay all invoiced amounts within thirty (30) days after receipt of the applicable invoice.

Fees and rates for the Project shall remain firm during the Project Term; thereafter, fees and rates may be increased on an annual basis. In no event shall the aggregate of such increase(s) in any annual term of this Agreement exceed the previous year's fee or rate by more than five percent (5%).

## **Module Descriptions**

### **Sponsored Programs – Pre-Award (OSP)**

The Sponsored Programs module is used to manage internal approval, submission and reporting of proposal and award information. There is one form for the OSP module, the Routing form. Investigators complete the form online and sign the form along with attestations pertaining to the project. Department and college administrators are then contacted to review and approve the submission of the proposal. Once all signatures are complete, the OSP is notified and they complete the Validation and Submission Review steps of the process. Once a response is received from the sponsor, the response is recorded in the Award Processing step for reporting and tracking.

The module includes 29 different reports. Reports cover both proposal and award numbers. They aggregate data by fields such as purpose code, submission type, investigator credit, department, agency class and more. The reports are broken down into three major categories: Investigator Credit, Trend/Fiscal Year and Internal. Internal reports are designed for Office of Research staff and include reporting such as cost share commitments, board of regents and deadline reports.

Investigators also have access to expenditure reports regarding their projects. This data is pulled from the SAP data warehouse monthly. It provides information regarding financial, personnel, payroll and operating expenses.

There are several reminders and notifications in the OSP module. These include notifications to investigators, department and college administrators, sponsored programs staff, facilities and maintenance, biosafety, radiation safety, IANR, libraries, export controls and the IRB. These notifications are triggered at various stages of proposal and/or award processing and are frequently based on answers to specific questions in the routing form.

OSP administrators and staff also have access to manage coordinator assignments and a proposal dashboard for managing workloads.

### **Internal Competitions (IC)**

The Internal Competitions module is designed to give departments, colleges and administrative offices the ability to sponsor competitions. Competitions are typically tied to some form of funding, but not always. Each competition can have unique application and review forms. The sponsor of a competition controls when the application, routing and review processes start and stop. Faculty and students complete applications and route them through department and college administrators.

The competition sponsor also manages the review process in the system. Reviewers are selected when setting up the competition. As applications come in, the sponsor will assign them to one or more reviewers

and notify them that an application(s) is ready for review. Reviewers log into the system, review the proposal and complete a review form. The most common review form is a rubric, but the review form can be customized by Bolero for specific needs.

The IC module also contains a section for managing a contract section for applications that are funded. This is an optional process. The sponsor will complete a contract for each applicant that is funded, with specific language regarding their project, funding amounts and funding period. The contract is sent back to the investigators and then routed to department and college administrators for their information.

There is also a final report section. This is also an optional feature per competition. Investigators can be asked to complete a final report form at the end of their project.

All forms in the IC module (application, review, contract and final report) can be, and frequently are, customized by Bolero. It is common for specific forms to be set up for a competition one year, then adjusted slightly for subsequent iterations of the same competition.

### **Interest and Activity Management (IAM)**

The Interest and Activity Management module is designed to manage conflict of interest and conflict of commitment information. Faculty and staff complete the IAM form on an annual basis. Forms are routed to department and college administrators for review. Once all signatures are complete, the form is sent to reviewers. The first is the vice chancellor review. The vice chancellor reviews the outside activity portion of the form for any conflicts of commitment. The second review is completed by the Research Compliance Services office and potentially the Conflict of Interest Committee for review of financial conflict of interest.

The module contains a reviewer inbox to help the reviewers manage their workloads for the IAM module. Administrators and reviewers are sent notifications when forms need their review. The OSP is notified when forms are approved, so that any funding that is being held pending IAM approval can be released. Investigators also receive notifications for annual updates of their IAM information. An expiration report is also available for IAM module administrators to track forms needing annual updates for investigators on active OSP awards.

### **Human Research Compliance (IRB)**

The IRB module is designed to manage human research compliance information. When faculty are conducting research that involves humans in any way, they complete a protocol form in the IRB module. Once completed, the investigators sign off on the form along with several attestations. The form is then sent to IRB administrators for review.

Two checklists are completed on all protocols. The first is the Human Determination Checklist that is used to determine if the protocol falls under human research compliance regulation. The second checklist is the Exemption Determination Checklist that is used to determine if the protocol can be certified for exemption from the IRB process.



All other protocol forms go through one of two review processes. First is an expedited process where the protocol form is submitted to a single IRB committee member for review. Under certain circumstances forms will be sent to the full committee for review.

The second type of review is full committee reviews are managed through a meeting section in the module. Meetings are set up in the system and protocol forms are assigned to the meetings of review. Committee members have access to review the items in the meeting and submit comments. Attachments such as agendas, meeting minutes and supporting documentation can be uploaded to meetings.

Once a protocol is approved, The IRB staff and chair prepare an official approval letter that is sent to the investigators. They also provide an official stamped version of consent forms for the protocol. Investigators can then submit supplemental information via Change Request, Continuing Review or Final Report forms as needed. Change Request and Continuing Review forms undergo the same review processes as new protocol forms. Final reports are used to notify the IRB of project completion.

The module contains a reviewer inbox to help committee members and IRB staff manage workloads. Expedited review, full board review, approval letters and post meeting review letters are all managed through the reviewer inbox.

There are several reports in the IRB module. They include the following:

- CITI Training Status
- Continuing Review
- Exempt Projects at or Nearing Expiration
- Forms Submitted by Month
- Forms Approved by Month
- Timestamp Reports
- Tracking Report
- Year Comparison
- Unmanaged COI

### **Animal Research Compliance (IACUC)**

The Institutional Animal Care and Use Committee (IACUC) module is designed to manage animal compliance information. When faculty are conducting research that involves vertebrate animals, they complete a protocol form in the IACUC module. Once completed, the investigators sign off on the form. The form is sent to the primary investigators department chair for review, and then on to IACUC administrators for review.

The protocol form goes through an administrative, compliance, veterinarian and director pre-review before being sent to the IACUC. There are three phases of review by the IACUC. During preliminary review, all committee members are sent a notification about the new protocol form. They have a period of time in which to review the protocol and request clarification, recommend designated review or recommend full committee review.

For designated review, one or more committee members is selected as a specific reviewer for the protocol. Designated reviewers have the option to request clarifications, approve or recommend full committee member review.

Full committee review is conducted through a meeting section for the IACUC. Meetings are scheduled in the system and protocol forms are assigned to the meetings. The committee members can view meetings and conduct their reviews from the meeting page. They can enter comments on each protocol form. The meeting section also allows for files to be attached to the meeting, such as meeting minutes, agendas and other materials that will be reviewed in the meeting.

Once a protocol is approved, the IACUC staff prepare and send an official approval letter to the investigators. The investigator can then complete both Modification and Annual Review forms for their protocol, as needed. These forms go through the same review process as the original protocol form.

There is also a section for investigators or IACUC staff to complete Adverse Event forms. These forms are tied to one or more protocol forms, for which the adverse event affected. These forms are signed and submitted by the investigator and sent to IACUC staff for review.

The module also contains a section for tracking completion of General Regulation Training (GRT) and Occupational Health and Safety (OHS) participation. Both the GRT and OHS records are checked every time investigators submit protocol forms.

The module also contains the following reports:

- Animal Orders
- Projects Nearing Annual Review
- Projects Nearing Termination
- Tracking Report

Animal orders are tracked on a protocol level, as well as several checklist items used for reporting to the USDA and other regulating agencies. Reminders are sent for pending signatures, required annual updates and project terminations.

### **Biosafety Compliance (IBC)**

The Institutional Biosafety Committee (IBC) module is used for managing biosafety information. When using biohazardous materials, faculty members complete an IBC protocol form. When completed, the form is submitted to the institutional biosafety officer (BSO). The BSO conducts a review of the protocol and works with the investigator to clarify any questions. Once complete, the form is routed to the lead investigator and his/her department chair for signatures.

Once all signatures are complete, the BSO assigns the form to an IBC meeting. Like the other meeting sections, IBC members can review the protocols and comment on them in the meeting section. Other attachments such as meeting minutes, agendas and other items for the meeting can be uploaded to the meeting.

Once approved, the BSO and committee chair prepare and send an official approval letter through NUgrant. Investigators can then submit Amendment, Minor Modification or Annual Review forms on their protocol as needed. Minor Modification and Annual Review forms go through a simple review process with the biosafety officer. If, under the biosafety officer's determination, changes are being made that require a more thorough review by the IBC, the biosafety officer will request that an Amendment form be completed. Amendment forms are similar to the original protocol form and undergo the same review process as the original protocol form.

There are three reports in the IBC module:

- Protocol Needing Exempt Review
- Approved Forms under NIH Guidelines
- Forms Approved by Month

Notifications are sent for pending signatures, annual reviews and termination notices.

### **Radiation Safety Committee (RSC)**

The Radiation Safety Committee (RSC) module is used to track use of radioactive materials. Faculty complete an Application for Use of Radioactive Materials form and submit it to the radiation safety officer (RSO) for pre-review. The RSO works with the investigator(s) to ensure accuracy and completeness of the application. Once the pre-review step is complete, the form is sent to the investigator and his/her department chair for signatures.

After signatures are complete the RSO completes an audit of the project. The RSO fills in notes from the audit on NUgrant. At this point the form is sent to the committee for review. The committee can respond via NUgrant to request more information, approve or approve with contingencies.

Once approved, the RSO and committee chair complete an approval letter in NUgrant that is sent to the investigator, along with a certification PDF.

The meetings section for the RSC is used to inform the committee of new meetings and what activity has occurred since the last meeting. No forms are reviewed through the meeting section in the RSC module.

### **Export Control (EC)**

The Export Control module is designed to manage information pertaining to export control regulations. There are six sub-modules to the Export Control module: Entities, Equipment, Material, People, Projects and the International Travel Checklist. The International Travel Checklist is the only sub-module that contains a workflow that involves someone outside the export control group. The other sub-modules contain information that is used to help the export control group track information.

The International Travel Checklist is a form that faculty complete when traveling internationally for work. This module is tied to the university travel application process in SAP. On a nightly basis an SAP process pushes data to NUgrant. NUgrant then processes the data to determine if any new international travel

requests that may need attention from the export control office has been submitted. If so, NUgrant automatically creates a new travel checklist and notifies the traveler and export control office.

The process includes the traveler completing the form, signing it electronically and agreeing to an attestation regarding understanding of export control laws and regulations. Once signed, a notification is sent to the export control office for review. The export control office reviews the checklist and takes appropriate action to secure approval for the travel.

## **General System Features**

### **Single Sign-On**

The current installations of NUgrant at UNL, UNK and UNO all use LDAP to sign in. This will change with the new single instance. The system will be set up to use InCommon federation. This will allow users to log into the system with their campus identity.

### **Home Page**

The home page gives the user quick access to lots of information in NUgrant. The home page is designed to be flexible and provide the most pertinent information to users quickly. The page is divided into small sections we call widgets. The user can customize what widgets they see and in what order they see them. For instance, an investigator might put the quick add, recently viewed, open internal competitions and funding announcement widgets at the top. On the other hand, an OSP administrator could put the upcoming deadlines, proposals assigned to me, proposals assign to others and starred items at the top.

### **Event Management System (EMS)**

The Event Management System (EMS) is a module that is used to manage invitations and RSVPs for events. EMS allows event managers to create new events, set up email templates and manage communication with invitees. Several items can be configured when managing events such as start and end dates, when registration opens and closes, location and capacity. The module also contains a simple form builder for event managers to create their own custom registration pages. EMS also has an API that allows users to create registration pages on their own website. While EMS is primarily used for event management, it has also been used for other simple surveys. For instance, UNO used an EMS event to create a web form for judges to fill out during a poster contest.

### **Funding Announcements**

The funding announcements section is used to prepare and send customized funding announcements to faculty on campus. The proposal development office enters funding announcement information on a weekly basis and sends an email to anyone that registers to receive them. Faculty can tailor their emails by specifying select categories that they would like to receive funding announcements for. The available categories are managed by the proposal development office. The users select funding announcements also appear through a widget on the home page.

### Your Projects

The Your Projects menu item is designed to show investigators a quick snapshot of where their projects are in the application/review process. Users can view all the projects they are involved in and quickly filter or search for specific projects.

### PI Lookup

The PI lookup feature is designed to give a quick snapshot of investigators current and pending support. Module administrators can also manage training information for investigators, such as IRB or PHS training.

### System Inbox

The system inbox is a page for users to find a list of to-do items in NUgrant. Signature requests and review requests are a couple of examples of items that show up in the system inbox. The inbox is easily accessible from every page through the inbox icon in the page header.

### Miscellaneous

The Agreement and this SOW constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties as to the subject matter hereof. This SOW supersedes all prior discussions and understandings between the Parties with respect to the subject matter hereof. This SOW shall be construed wherever reasonable as being consistent with the terms of the Agreement. In the event such construction is unreasonable, the Agreement shall control unless this SOW specifically references and amends terms of the Agreement. For purposes of clarification and the avoidance of doubt only, all of the provisions of the Agreement not modified by this SOW will apply to this SOW as if included herein. Capitalized terms used and not otherwise defined in the SOW shall have the definition given to them under the Agreement. This SOW may be executed in counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Each Party agrees that electronic or facsimile signatures of authorized representatives of either Party will be binding for the purposes of executing this SOW.

IN WITNESS WHEREOF, each Party has executed this SOW by its duly authorized representative with the intent it be effective as of the SOW Effective Date:

<b>Board of Regents of the University of Nebraska</b> ("NU")	<b>Bolero Information Systems, LLC</b> ("Bolero")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



IN WITNESS WHEREOF, each Party has executed this SOW by its duly authorized representative with the intent it be effective as of the SOW Effective Date:

<b>Board of Regents of the University of Nebraska</b> ("NU")	<b>Bolero Information Systems, LLC</b> ("Bolero")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TO: The Board of Regents Addendum IX-B-9

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Consulting Contract for the Occupant Behavior Energy Conservation (OBEC) Program for the University of Nebraska

RECOMMENDED ACTION: Approve the contract between the Board of Regents, Nebraska Medicine, and Cenergistic to provide consultant services for the Occupant Behavior Energy Conservation Program for the University of Nebraska.

PREVIOUS ACTION: None

EXPLANATION: A selection committee consisting of the Assistant Vice Chancellor Facilities Maintenance & Operations UNL, Director Utilities & Energy Management UNL, Director Facilities Management & Planning UNK, Assistant Director of Facilities Management & Planning UNO, and Executive Director of Utilities & Energy Utilization UNMC recommended Cenergistic to provide professional services for the design, development, delivery and operation of an OBEC program. Two proposals were submitted and Cenergistic was selected for the project.

Through Cenergistic's on-site and ongoing assessments of the University's facilities, Cenergistic's energy consultants will deliver recommendations for energy savings that are specific to the University's environment. The University and Cenergistic will mutually agree upon administrative guidelines and recommendations that will comprise the University's customized energy management program (the "Program"), aligned with the University's research and academic priorities. Program implementation will be led by Cenergistic's team of on-site energy specialists.

Each month during the five-year contract, the University will pay Cenergistic a Performance Fee equal to 50% of the Total Savings of energy for that month. In the event the University has substantially implemented the Program and the University's costs of the required software and Performance Fees exceed the Total Savings during any Performance Year during the contract, Cenergistic will reimburse the University the difference.

Nebraska Medicine facilities may also be included in the Cenergistic agreement upon approval and execution by Nebraska Medicine.

This item was discussed with the Business Affairs Committee and is recommended for approval.


Proposed project start	July 2018
Proposed project completion	July 2024



PROJECT COSTS: N/A

SOURCE OF FUNDS: No new funds. Savings from reduced utility expenses

SPONSOR: Chris J. Kabourek  
Interim Vice President for Business and Finance | CFO

RECOMMENDED:   
Hank M. Bounds, President  
University of Nebraska

DATE: May 31, 2018

## Energy Savings Contract

This energy savings contract is between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska system, including all components, (specifically including the University of Nebraska at Kearney (“UNK”), University of Nebraska-Lincoln (“UNL”), University of Nebraska Medical Center (“UNMC”), University of Nebraska at Omaha (“UNO”) collectively, the “University” or “University System”); Nebraska Medicine, a Nebraska nonprofit corporation, and Cenergistic LLC (“Cenergistic”). This contract is subject to all applicable state and federal laws. The University facilities and meters subject to this contract will be all facilities (the “University Facilities”) except those facilities listed on Exhibit “A” as excluded facilities, which Exhibit is attached hereto and incorporated herein by reference. The Building Exclusion list will be reviewed semi-annually as requested by either party and the Exclusion List can be adjusted upon mutual agreement of the parties.

Cenergistic® delivers customized, comprehensive people-driven energy conservation programs that focus on changing human behavior to help school districts, churches and higher education clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by Cenergistic’s team of energy consultants - together representing several hundred years of energy conservation experience. Cenergistic’s clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. Cenergistic guarantees the success of these programs as set out in paragraph 7 below. To date Cenergistic has served more than 1,425 clients in 48 states.

The University was founded in 1869 and currently serves more than 51,835 students at all of its campuses. The University uses electricity and gas (collectively “energy”).

Cenergistic has offered to build and provide a customized energy conservation program that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the University can reinvest in the people it serves,
- Preserve a quality learning environment for the University’s students,
- Conserve energy for a positive impact on the environment, and
- Increase awareness to empower energy users to be energy savers.

Cenergistic will help the University pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between Cenergistic and the University as the program is initiated and implemented. Cenergistic provides extensive resources, education and onsite training, action planning, and other conservation-related services, while the University works cooperatively to implement Cenergistic’s program.

Shared responsibility also extends into the way Cenergistic is compensated for its services. With this in mind, Cenergistic is providing 10 energy specialists who will serve on-site to lead and manage

implementation of the energy conservation program and is offering a “performance fee” billing arrangement. This approach means the University will not have to spend any amounts for on-site management of the program and 100% of Cenergistic’s compensation is paid from the savings realized by the University. Cenergistic’s fee is contingent on the successful implementation of Cenergistic’s conservation program.

As a part of this shared responsibility, Cenergistic offers a *QuickStart* during the early months. During the *QuickStart* the University does not pay any fees to Cenergistic; at the same time Cenergistic delivers focus on priority elements of its Cenergistic energy management program for a quick start. The *QuickStart* accelerates net savings for the University.

The parties therefore agree as follows:

1. **Program.** On July 1, 2018 (“Start Date”) Cenergistic shall begin its work on this contract to provide the University with a people-driven energy management program that is customized to enable the University to reduce consumption of energy.

2. **Energy Consultants.** A Cenergistic team of energy consultants shall deliver the Program to the University as follows:

- Through Cenergistic’s on-site and ongoing assessments of the University’s facilities and based on Cenergistic’s experience in having assessed thousands of client facilities, Cenergistic’s energy consultants shall deliver hundreds of recommendations that are specific to the University’s environment. The University and Cenergistic will mutually agree upon the administrative guidelines and recommendations that will comprise the University’s customized energy management program (the “Program”), which guidelines and recommendations must be aligned with the University’s research and academic priorities. All capital projects will require baseline adjustment unless mutually agreed. Recommissioning and other maintenance projects in excess of twenty-five thousand dollars (\$25,000) will require a baseline adjustment unless mutually agreed by the parties.
- Cenergistic’s energy consultants shall guide and assist the University’s Program implementation following Cenergistic’s proven methodology, the Cenergistic energy management program.

3. **Energy Specialists.** (a) Onsite Assignment. Program implementation requires a daily focused effort at the University Facilities. This effort will initially be led by 10 energy specialists who can make conservation a priority while positively engaging people to conserve energy. Cenergistic may adjust the number of energy specialists depending upon the needs of the Program. Cenergistic shall take immediate actions to identify 10 persons to serve as energy specialists for the University. Cenergistic will provide the University with the names and background check results (pursuant to Section 12(v) hereof) of the proposed energy specialists for the University’s review. Cenergistic will not assign an energy specialist to the University that is unacceptable to the University, which acceptance shall not be unreasonably withheld. The energy specialists will be employees of Cenergistic and the salary or contract expense for the energy specialists will be paid by Cenergistic. A representative of the University Human Resources Department will participate in the Welcome Call to be conducted at a mutually agreeable time following the signing of this contract. The University will participate in providing information about the

existence of this effort, including the energy specialist positions, to University employees. The University will also participate in interviews by Cenergistic for prospective energy specialists. In the event the Program is suspended for reasons set out in paragraphs 7(b) or 8(c) below, the University shall reimburse Cenergistic for the compensation of the energy specialist during the period of Program suspension. All Cenergistic employees, contractors and agents, including the energy specialists, shall comply with applicable University policies at all times while on University property.

(b) Duties. The energy specialists' primary duties will be to spend time in the University's facilities to identify savings opportunities and to work closely with the University's people to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is also important for achieving positive results through accountability. For this the energy specialists will work to monitor energy consumption and other information related to energy use in the University Facilities. The energy specialists will use the EnergyCAP® energy accounting software program from EnergyCAP, Inc ("Software").

(c) Local Resources. Within a mutually agreed upon timeframe after the selection of the energy specialists the University will provide the energy specialists with office space, an office phone, internet access, email address, and access cards. Use of these resources is subject at all times to University policies and procedures.

4. **Program Implementation.** (a) Prompt Start. Once Cenergistic has assigned energy specialists to work on-site, the energy specialists, with support and participation of the University, will promptly begin and then continue to implement the Program.

(b) Commitment and Communication. In Cenergistic's experience, the success of the University's Program implementation will be a function of the demonstrated commitment of the governing board, president and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 90 days after the Start Date, the University administration must adopt appropriate administrative guidelines reflecting the University's commitment to the Program. The University shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. Cenergistic will provide semi-annual progress reports for the governing board. The University will make its operational records (limited to the information included in EnergyCAP) available for review and copying on request of the energy specialist or Cenergistic; provided, however, such information shall not be shared with any third party or used for any purpose other than for the implementation of the Program as set forth herein without the prior written consent of the University.

(c) Software Tool. The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by using a third-party software program, EnergyCAP®, with which Cenergistic's energy consultants are knowledgeable and trained to provide support to the University. During the Term of the Contract, the University must maintain a license for EnergyCAP® energy accounting software program from EnergyCAP, Inc., or, if later recommended by Cenergistic to its clients (e.g. because EnergyCAP® ceased to be available), an alternative software program ("Software").

(d) Program Liaison. The University has initially designated the Chief Financial Officer of the University and the Chief Operating Officer of Nebraska Medicine as the Program Champions for the Program. In the event there is a need to help communicate high level support or there are issues that cannot be resolved by Cenergistic and the Program Liaisons, the Program Champions will be reasonably

available to Cenergistic for communication and meetings concerning any unresolved problems or support that is needed for the Program. The Assistant Vice Chancellor, Facilities Maintenance & Operations (with respect to UNK, UNL and UNO), the UNMC Associate Vice Chancellor of Facilities (with respect to UNMC) and the Vice President of Facilities (with respect to Nebraska Medicine) will serve as the liaisons and primary points of contact for the University and Nebraska Medicine, respectively, on the Program ("Program Liaisons"). The Program Liaisons should be reasonably accessible and responsive to Cenergistic for communication and meetings and may not be someone who is unacceptable to Cenergistic. Cenergistic will provide, at Cenergistic's cost, education and training for the Program Liaisons (and any replacement Program Liaison) to effectively serve in the role, with an emphasis that will promote the Program Liaison's role in reviewing all savings determinations. To assist in the education and training, at the next scheduled session after the Start Date, the Program Liaisons shall attend, at Cenergistic's expense, the EnergyCAP workshop provided by EnergyCAP Inc. in Dallas, TX. The Program Liaisons may bring other University representatives to the EnergyCAP workshop, at University expense. In the event there is a replacement Program Liaison, after designation for that position, that person shall attend the next offered EnergyCAP workshop, at Cenergistic's expense, in Dallas, TX. The Program Liaison position shall not be vacant for more than thirty (30) consecutive days during the Term of the contract. In addition to, and in coordination with the Program Liaisons for the University, each individual campus shall designate one of its employees as a Campus Coordinator to coordinate with the energy specialist assigned to that campus and maintain campus support and implementation of the Program. The University shall not assign Campus Coordinators that are unacceptable to Cenergistic (which acceptance shall not be unreasonably withheld). Notwithstanding the foregoing, a Program Liaison may also serve as a Campus Coordinator. Cenergistic will discuss and collaborate on identifying the appropriate person for this important role and the Campus Coordinator at each campus may not be someone unacceptable to Cenergistic. In the event of any dispute or disagreement, the Program Liaison shall be the final authority for decisions on behalf of the University and each of the individual campuses rather than the individual Campus Coordinator. Cenergistic is authorized to deal with the Program Liaison concerning any decision related to either the University System or an individual campus within the University System.

(e) Access. The energy specialists need to have complete view access (specifically including, without limitation, all EMS system user screens and system programs, parameters, setpoints, trends and reports) to the University's energy management systems ("EMS") for purposes of evaluating energy usage. The parties agree to work on a mutually agreeable plan that is intended to ultimately lead to complete access to the EMS system (including change capabilities in accordance with the approved guidelines and University requirements) by some designated Cenergistic employees, depending upon the skills, training, and experience of the people to be given access. It is anticipated access would increase over time and any additional access would be on an individual basis.

(f) No Third-Party Interference. The University shall make a good faith effort to not allow any third party to interfere with the University's Program implementation.

5. **Savings Determination.** (a) General. Energy savings are determined in accordance with the Measurement and Verification Plan ("M & V Plan") attached hereto by comparing measured use at the building level (as defined below) before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

*Avoided Energy Use (or Savings) = Adjusted-Baseline Energy – Reporting-Period Energy ± Non-Routine Adjustments of baseline energy to reporting-period conditions netted for all University Facilities*

The energy specialists shall use the Software to calculate the University's savings by subtracting the energy and other utilities actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price for each type of energy and other utilities used by the University (based on the blended rate of the greater of the amounts assessed by the University to its internal customers or the amounts charged to the University for all sources of energy except for solar which is defined in paragraph 5(d)(iii) below) ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review and verification. The Program Liaison will work diligently to review reported Savings and will use best efforts to present any questions about the savings reports within ten business days of receipt. Cenergistic's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the University. The "measured use at the building level" means energy and utilities use measured by meters specific to each facility and calculated by the energy specialist for those facilities that are not directly measured (i.e. not separately metered).

(b) **Baseline Period.** A baseline period will be established as set out in the attached M & V Plan by Cenergistic and the energy specialists, in consultation with the Program Liaison. Unless modified as set out below, the Software will be used to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). The University represents that, to the best of the University's actual knowledge, the historical utility usage data provided to Cenergistic for the purpose of savings projections is accurate. If it is later determined that either: 1) there is a variation between the data provided and the accurate utility usage of ± 5% or more or, 2) changes in the 12 months preceding the Start Date would cause those 12 months to not accurately reflect actual pre-program usage by the University ("variation"), Cenergistic may select as the Base Year an alternate 12-month period from the 36 months preceding the Start Date. Unless otherwise mutually agreed, for new construction, a building will not be included in the Program until twelve (12) months after building commissioning is complete.

(c) **Reporting Period.** Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the energy specialists start work and the *QuickStart* (as defined below) ends on the first day after the Base Year ends ("First Year") and each Performance Year is consecutively named. The "Second Year" means the 12 month reporting period following the end of the First Year, the "Third Year" follows the Second Year, and so on. Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) **Appropriate Adjustments.** (i) Adjustments to the baseline shall be made in accordance with the M & V Plan to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use in the two time periods to an equivalent set of conditions.

(ii) The Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities ("Adjustment Variables"): outside temperature; floor space; occupancy type or

schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the University has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information will be used to create a more accurate statistical model for the University. The University shall communicate the University's administrative guidelines to its construction contractors and on-site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments (the method of determining Savings will be mutually agreed by the parties) in the event of any of the following: (a) the administrative guidelines are not substantially followed by third party construction contractors or on-site management service providers; or, (b) there are equipment malfunctions that substantially negatively impact Program Savings; . Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either party. In the event solar electricity is implemented by the University, the parties agree to a process that recognizes net metered electric generation to exclude any solar production from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this contract and Measurement and Verification Plan).

(iv) The data will continue to be reviewed for accuracy during the term of the Contract. In the event there are inaccuracies in the data or there are data entry errors (i.e. information not known at the time, incorrect meter reading or data entered into the Software incorrectly), the data may be updated to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the twelve (12) months immediately preceding the latest monthly billing statement will be deemed to be accurate by the parties.

(e) Comparing Consumption. The foundation of the savings calculation is the comparison of baseline period use and reporting period use – consumption before Program implementation vs. consumption after the start of Program implementation. There are three measurement levels for comparing consumption at the University:

- "M1" measurement information comes from utility provider billings,
- "M2" measurement information comes from the University meters that measure energy, including converted utilities (e.g. steam, chilled water, hot water and electricity), as it leaves the power plant, and
- "M3" measurement information comes from meters at the building level.

To determine savings, measured use will be determined at the most granular & reliable metered data point.

(f) Applicable Rate. Another element of the savings calculation is the application of rates to value the changes in consumption, determined as follows ("applicable rate"):

- For power plant energy, the rate will be the variable portion of unit cost (as defined below) for that energy. The "variable portion of unit cost" is the unit cost assessed by

the University to its internal customers less the fixed portion of that rate attributable to debt service, personnel costs and other non-consumable plant expenses, and

- For outside energy, the rate will be the average unit cost for that energy at M1.

The rate that is applied to determine Savings for each type of energy will be the applicable rate for the specific reporting period.

(g) **Cooperative Savings Determination.** The University's utility cost data will be entered into the EnergyCAP® software licensed to the University. The savings shall be determined by the energy specialists and Cenergistic in consultation with the University's Program Liaison, using the Software to compare measured use (as described above) in each Performance Year to the use in the Base Year, plus or minus any Adjustment Variables, and applying the applicable rate (as described above). Cenergistic's projections of Total Savings when using the Program are based upon energy consumption, rate information and other data furnished by the University.

6. **Term.** This contract shall be for a term beginning on the Start Date and ending on the due date for the Performance Fee payment for the last month of the Fifth Year ("Term").

7. **QuickStart and Fees.** (a) **QuickStart.** The University shall not pay any Performance Fees to Cenergistic during the *QuickStart* period, beginning on the Start Date and ending six months after the Start Date, or on such later date as determined by Cenergistic ("QuickStart").

(b) **Performance Fee.** Cenergistic's Performance Fees are based on the Total Savings the Program achieves during the first five Performance Years, excepting the QuickStart period, ("Fee Period"). For each month during the Fee Period, the University shall pay Cenergistic a fee in an amount equal to 50% multiplied by the Total Savings for that month ("Performance Fees"). Cenergistic shall submit a Performance Fees billing statement and supporting documentation to the University for each month during the Fee Period. Payment is due no later than 30 days after the University receives the billing statement. Failure to pay the uncontested amounts on a billing statement within 60 days after they are due, at Cenergistic's option, shall result in the Program being suspended (including, without limitation, the suspension of consultant and energy specialist participation in the Program). Savings shall continue to accrue during any suspension for failure to pay the billing statement.

(c) **Billing Audit Contingent Fees.** As indicated above, the University shall not pay any Performance Fees during the *QuickStart*. However, the University shall pay Cenergistic a fee in an amount equal to 50% multiplied by the amount of any refund or credit that the University receives during the *QuickStart* from a third party provider of energy as a result of a Program billing audit ("Billing Audit Contingent Fees"). Any such credit or refund received during the Fee Period shall be payable according to paragraph 7(b). Cenergistic shall submit a Billing Audit Contingent Fees billing statement at the start of the Fee Period. Payment is due no later than 30 days after the University receives the billing statement.

(d) **Additional Facilities.** In the event the University builds, acquires, contracts with, or otherwise becomes responsible for additional facilities that will be part of the Program ("additional facilities"), such additional facilities will become part of the Program pursuant to this Contract for all purposes (specifically including the payment of fees as set out in this Contract), unless there is mutual agreement to exclude such facilities (which agreement shall not be unreasonably withheld). If the University is requested by another University ("requesting university") to allow one of the University's energy specialists to provide energy management support, the University agrees to not share, utilize, or include the Program (including the use or services of the energy specialists trained by Cenergistic) to any



extent, in any facilities in the requesting university without Cenergistic’s express written consent and payment of additional fees as mutually agreed.

(e) Savings Guarantee. Cenergistic’s commitment to the quality of the Program is evidenced by Cenergistic’s Savings Guarantee (as defined below). Cenergistic shall reimburse the University for the difference if the University’s Costs (as defined below) exceed its Total Savings during any Performance Year during the Term (“Savings Guarantee”). To be eligible for the Savings Guarantee the University must have substantially implemented the Program. The “University’s Costs” means the total amounts paid for initial and renewal costs of the Software and the Performance Fees. Cenergistic shall pay the University a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Cenergistic and the energy specialists. If Cenergistic fails to make a required reimbursement, the University may terminate this contract without payment of a Work Fee (as defined below) and recover the amount of the required reimbursement from Cenergistic.

8. **Termination for Convenience or Lack of Substantial Implementation.** (a) Termination for Convenience by University. As provided in this contract Cenergistic anticipates a long-term relationship and remains committed to the University through the Term and beyond. However, the University may terminate this contract for any reason and without cause as provided in this paragraph. Also, Cenergistic may terminate this contract in the event that even after notice and an opportunity to remedy the University is not substantially implementing the Program (as defined below). In either instance, the University must pay a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the University (and not as a penalty) (“Work Fee”), with the calculation based upon the date of termination, as follows:

Quick Start through the end of Performance Year One	Reimbursement of direct personnel costs (as defined below) incurred by onsite Cenergistic energy specialists through the date of termination, plus 15% of direct costs for overhead (to cover all ongoing business expenses not included in the direct personnel costs such as office support personnel, and other indirect costs of doing business).
Performance Year Two	An amount equal to the preceding twelve months’ Performance Fees
Performance Year Three	An amount equal to 75% of the preceding twelve months’ Performance Fees
Performance Year Four	An amount equal to 50% of the preceding twelve months’ Performance Fees
Performance Year Five	The lesser of: (a). the remaining projected fees for Performance Year 5 per the Cenergistic matrix; or, (b). an amount equal to the preceding four months Performance Fees

“Direct personnel costs” shall be an amount equal to the total salary and benefits for the energy specialists paid from hire date through the date of termination for any days spent onsite at the University; (ii) Traveling consultants: the documented daily equivalent of actual salary and benefits incurred times the number of days spent onsite at the University. Travel costs are not tracked by client, but will be totaled for each weekly period that involved a trip to/from the University, then multiplied by the percentage of work days spent at the University divided by the total work days for the week. For example, if Consultant A's total salary, benefits and travel expenses for a week equal \$3000 and he/she spent 2 of the 5 days onsite at the University, the University's direct costs for this consultant and this week for purposes of this paragraph would be \$1200.

(b) To validly exercise its right to terminate during the Term for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic's failure to perform its material obligations under this contract) (a “Termination for Convenience”), the University shall provide Cenergistic with at least 60 days prior written notice and shall promptly pay Cenergistic (1) the Work Fee identified in the table above, plus (2) an amount equal to the unpaid Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date, plus (3) if the termination occurs during Performance Years Two through Five, 50% multiplied by the Total Savings for the previous Performance Year. The University's right to terminate for convenience does not limit the rights and remedies of the University. More specifically, if Cenergistic fails to perform its material obligations under this contract, the University's legal rights and remedies are not limited by the terms of this paragraph. If the University contends Cenergistic has committed a material breach of the contract, the University will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the University may terminate this contract without any obligation to pay a Work Fee or any other fee or amount that would accrue after termination.

(c) Substantial Implementation. If Cenergistic reasonably determines that the University is not substantially implementing the mutually agreed upon Program, Cenergistic shall give the University written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate University action) and, at Cenergistic's discretion, the Performance Year and payment of the Performance Fees shall be suspended until the University is substantially implementing the Program. The University shall act within a reasonable time to cure such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the University is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 12(c) below. “Substantial implementation of the Program” does not require the University to have implemented the Program in every detail. To “substantially implement” the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. Without limiting the foregoing, the following shall be a lack of substantial implementation for purposes of this paragraph: (i) failure to pay a billing statement within 90 days from the due date; or, (ii) if the University directs Cenergistic to suspend work for reasons other than a material breach of this contract and such notice is not withdrawn within sixty (60) days after initial delivery to Cenergistic. For purposes of determining savings, savings shall continue to accrue through any suspension period. If Cenergistic reasonably determines the University continues to fail or refuse to substantially implement the Program

following such notice and opportunity to remedy, (including the opportunity to follow the dispute resolution process set forth in Paragraph 12(c) below), then Cenergistic may exercise this right to terminate during the Term on written notice and the University shall promptly pay Cenergistic: (1) a Work Fee as calculated according to this paragraph 8 above, plus (2) an amount equal to the unpaid Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date.

9. **Termination Event.** Upon termination of this contract or discontinuation of the Program at the end of the Fee Period the University shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic, including all copies thereof, excepting work product created by University employees or agents; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic and not paid for by University (Cenergistic may not install any monitoring or sensor devices without the prior written consent of the appropriate Program Liaison); and (c) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the University is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources other than Cenergistic, or (ii) hiring people (other than an energy specialist trained by Cenergistic) to assist with monitoring energy use or consumption.

10. **Proprietary Program and Information.** (a) The University will have access to and use of Cenergistic's energy management program as well as materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic (collectively "Proprietary Information").

(b) The University agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by law. The University shall give Cenergistic written notice and an opportunity to respond if the University receives a third party request for Proprietary Information. Except as required by law, the University shall not disclose the Proprietary information to any unauthorized person or use it outside of the University or this Contract. The University's obligations under this paragraph survive termination of this contract.

(c) Cenergistic agrees that the University's proprietary information (including all copies) continues to be the University's property and should be kept confidential to the full extent permitted by law. Cenergistic's obligations under this paragraph survive termination of this contract.

11. **Program Continuation Phase.** (a) It is the parties' desire for the Program to continue providing energy savings and financial benefits for many years after the Term of the contract. Based upon the agreement of the parties, Cenergistic will offer services during the continuation phase to assist the University with maximizing savings.

(b) To prepare for the transition and continuation phase from the initial Term of your Program, no later than six (6) months prior to the end of the Term, the parties will meet to mutually agree upon the fees and terms related to the following transition and continuation details: (i) Cenergistic's continued provision of the energy specialists(s) during the continuation phase, (ii) continued access to all of Cenergistic's proprietary technology tools, and (iii) any additional value-added services offered by Cenergistic that the University may desire. In the event the parties decide not to continue the Program, once the University has paid all fee amounts owed to Cenergistic for the Fee Period and complied with all obligations for a termination event as set out in paragraph 9 above, the Program will terminate at the end of the Term except for any obligations to protect Cenergistic's Intellectual Property as set out in this contract.

12. **Miscellaneous.** (a) This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract.

(b) This contract shall be governed by the laws of the State of Nebraska, without regard to its choice of law provisions. Any legal actions brought by either party hereunder shall be instituted in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed, that to the extent applicable, any legal action by Cenergistic in relation to this Contract may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8.302 – 81.306), as amended.

(c) **Dispute Resolution.** Open communication and cooperation of the parties is vital to the success of the Program and to the settlement of disputes if they arise. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at the University to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this contract shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

(d) **Counterparts.** A signed copy of this Contract delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

(e) **Insurance.** During the Term, Cenergistic will maintain insurance and Cenergistic will furnish certificates of insurance to the University for the following coverage amounts: (1) Worker's Compensation – Statutory requirements and benefits; (2) Automobile Liability – \$2,000,000.00 per accident, bodily injury and property damage combined; (3) Commercial General Liability – \$1,000,000.00 per occurrence and \$3,000,000 general aggregate, to include contractual liability, premises operation liability, independent contractor's liability, explosion, collapse and underground property damage, personal liability and products liability. The University shall be named as an additional named insured on the general liability and the automobile insurance coverage.

(f) **Independent Contractor.** Cenergistic and its energy specialists are independent contractors. Neither Cenergistic nor any of its employees, representatives or subcontractors shall be considered employees of the University. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. Cenergistic shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

(g) **Indemnification.** Cenergistic agrees to defend, indemnify, and hold harmless the University, its regents, officers, agents and employees from and against all claims, losses, expenses, damages and liabilities of any kind, including reasonable attorneys' fees and costs, arising out of or

resulting from the negligence or omissions of Cenergistic, its partners, directors, officers, employees, licensees, subcontractors or agents, in the performance or nonperformance under this contract.

(h) Conflicts of Interest. Cenergistic certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this contract. If Cenergistic cannot so certify, it shall provide a disclosure statement to the University which describes all relevant information concerning any potential conflict of interest under this contract. In the event the potential conflict of interest cannot be resolved, the University may declare this contract void and of no further force or effect and the University shall have no further obligations hereunder.

(i) Force Majeure. If either party's performance of obligations under this contract is materially hampered, interrupted, or interfered with by reason of any fire, casualty, lockout, strike, unavoidable accident, riot, war, act of terrorism, act of God, or by the enactment, issuance or operation of any municipal, county, State or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the affected party shall be excused from performance of the contract.

(j) Right to Audit. Cenergistic shall maintain documentation for all amounts under this contract. The books, records, and documents of Cenergistic, insofar as they relate to money paid or received under this contract, shall be maintained for a period of three (3) years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or its duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

(k) Use of Name or Intellectual Property. Cenergistic agrees it will not use the name or any intellectual property of the University, including, but not limited to, any University trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the University. Cenergistic agrees it will not use the University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation or other communication, especially as it relates to Cenergistic's business.

(l) Noninfringement. Cenergistic warrants that the energy management program, products, processes, techniques, and methodologies provided or developed by Cenergistic, and/or the University's use of any such program, products, techniques, or methodologies shall not infringe upon the copyright, patent or proprietary rights of others.

(m) Severability. The terms of this contract are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

(n) Waiver. A waiver of any term or provision of this contract by the University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this contract. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

(o) Fair Labor Standards. Pursuant to Neb. Rev. Stat. §73-102, Cenergistic warrants that it is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of this contract and that fair labor standards shall be maintained for the term of this contract.

(p) Work Status Verification. Cenergistic and any of its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§4-108 – 4-114, as amended.

(q) Excluded/Debarred Contractors Cenergistic certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. This shall be an ongoing certification and warranty during the term of this contract and Cenergistic shall immediately notify the University of any change in the status of the certification and warranty set forth in this section. If Cenergistic is placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, such action shall be treated as a material breach of this Contract (with 30 days' notice and the opportunity to cure such breach).

(r) Nondiscrimination. Cenergistic agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §48-1122), as amended.

(s) Equal Opportunity. Cenergistic shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

(t) Taxpayer Transparency Act. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended, the University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Cenergistic to notify the University of any requested redactions to the contract under Neb. Rev. Stat. §84-712.05(3) at the time of execution. In addition, Cenergistic agrees to defend any challenge to such redactions at its own expense.

(u) Other. The University may, by written notice to Cenergistic, cancel this contract if it discovers that gratuities, in the form of entertainment, gifts, or the like, were offered or given by Cenergistic to any officer or employee of the University with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this contract.

(v) Background Checks. Cenergistic will comply with Nebraska law and University requirements concerning background checks for Cenergistic personnel (including the energy specialists), and without limitation will perform standard employment and criminal history background checks for all Cenergistic personnel working in University. Cenergistic will use OneSource, The Background Check Company used by the University for background checks. Cenergistic shares the University's commitment

to not employ persons with criminal backgrounds or that would present a risk to students or others on the District campus.

Each party is signing this contract on the date stated under that party's signature.

Board of Regents of the University of Nebraska

CENERGISTIC LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ray Hood

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: May 18, 2018

Nebraska Medicine

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

University of Nebraska System, NE - UNIVERSITY TK MES CONTRACT final 061818

## MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan (“M&V Plan”) is prepared for the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska system (the “Organization”) by Cenergistic and is agreed to by the parties as the M&V plan in accordance with the protocols of the International Performance Measurement and Verification Protocol (“IPMVP”) for the energy program delivered by Cenergistic pursuant to the contract with a Start Date of July 1, 2018.

This M&V Plan is prepared in accordance with Section 7 of IPMVP Core Concepts (EVO 10000-1:2016).

The IPMVP guideline, developed and maintained by the nonprofit Efficiency Valuation Organization (see [www.EVO-World.org](http://www.EVO-World.org)), is the most current and widely-recognized guideline promulgated by a non-profit and impartial source. The IPMVP is the product of an international consortium of volunteers working together to promote standardized methods for the correct valuation of energy efficiencies.

IPMVP includes guidance for many types of energy management initiatives and circumstances; not all guidance is applicable in all cases. The purpose of this M&V Plan is to document how the M&V guidance contained within IPMVP will be specifically applied to this contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, this Plan takes precedence.

- 1. Facility and Project Overview** Cenergistic energy programs are people driven programs that include multiple facilities and conservation steps. The program scope and list of measures are described within the contract.
- 2. ECM Intent** The energy conservation measures (“ECMs”) reduce electricity and gas usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. The expected savings will be an amount in excess of the cost of the program in accordance with the Savings Guarantee. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the organization’s published energy policy and administration guidelines and aligned with research and academic priorities and/or requirements.
- 3. Selected IPMVP Option and Measurement Boundary** IPMVP Option C (Whole Facility) will be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, submetered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity and gas will be included in the savings M&V for the organization. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and infrastructure except those identified on Exhibit “A” to the Energy Savings Contract between the parties. In the event metering equipment is determined to be unreliable, unavailable, or does not measure the effect of the ECM, Option A (Retrofit-isolation: Key Parameter Measurement), Option B (Retrofit Isolation: All Parameter Measurement) or Option D (Calibrated Simulation), will be used.
- 4. Baseline: Period, Energy and Conditions** Using the Software (as defined in the contract, hereinafter “Software”), a baseline period shall be established for each meter consisting of 12 consecutive months (or 24 consecutive months when conditions warrant an expanded baseline) that precede the energy program Start Date. Normally this will be the 12 months immediately prior to start



date, but under circumstances described in the contract, an alternate period (up to 24 months) may be chosen.

The baseline data for each meter will be defined and available in the M&V Software upon import and preparation of the data for each meter & facility. The Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as agreed by the parties. Local weather data will be obtained from a nationally-recognized service.

5. **Reporting Period** Each reporting period will be a 12 month period called a “Performance Year”. The Performance Year begins according to the terms of the contract.
6. **Basis for Adjustment** Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. Since savings are to be reported as “cost avoidance”, under reporting period conditions, the IPMVP equation for reporting period savings will be used. This method quantifies how savings in a given reporting period is determined, relative to what energy use would have been without the ECMs in place, consider routine and non-routine adjustments and is expressed as:

$$\text{Avoided Energy Use (or Savings)} = \text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage but do reduce Organization’s out of pocket utility costs.

7. **Calculation Methodology and Analysis Procedure** The Software performs the cost avoidance calculation and analysis procedure. The Software allows appropriate routine and non-routine adjustments to the baseline period, using available data to account for the following factors occurring during the reporting period that affect the energy used in facilities: number of days in the billing period, energy unit cost, and reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; facility construction/renovation; and energy management hardware retrofits installed under unrelated projects. Specific cost avoidance analysis algorithms used by the Software are extensively documented and can be furnished upon request.

The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the organization has experienced abnormal temperatures during the baseline period, a total of 36 months of billing information can be used to create a more representative statistical weather model. Savings will be determined using either calibrated simulation or by making appropriate adjustments (the method of determining Savings will be mutually agreed by the parties) in the event of any of the following: (a) the administrative guidelines are not substantially followed by third party construction contractors or on-site management service providers; or, (b) there are equipment malfunctions that substantially negatively impact Program Savings;

The Software adheres to the IPMVP guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals and Certified Energy Managers.

- 8. Energy Prices** Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, each period. Prices will be calculated by the Software for each month. The price applied for each utility (except solar) is the realized price, based on the blended rate to the Organization for each type of energy purchased by the organization, taking into account consumption and all charges from the utility provider. In the event solar electricity is implemented by the Organization, the parties agree to a process that recognizes net metered electric generation to exclude any solar production sold back to the grid from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as “average unit cost” is defined in this contract and Measurement and Verification Plan).
- 9. Meter Specifications** Utility grade meters used for billing are the only meters used. Exception: For bulk fuel stored in tanks, manual measurements recorded by the organization or by the provider may be used. In master-metered campus situations, submeters may be necessary for accurate identification of building by building energy usage.
- 10. Monitoring responsibilities** Energy data from utility bills will be recorded in the Software as set out in the contract. The Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Software. Responsibility for collection, entry, calculation and accuracy of the data in the Software is the responsibility of the Energy Specialist(s) under the supervision of Cenergistic.
- 11. Expected Accuracy** The accuracy of data capture of the utility billing data and entry of that data into the Software is expected to be verified 100% ( $\pm 2\%$ ) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Software’s routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Software, is used for any savings calculations. The accuracy of the Software’s calculations has been validated empirically against the Department of Energy’s ENERGY STAR program, which benchmarks buildings’ performance. The calculations of the Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).
- 12. Budget** The cost of M&V includes the Software cost, as defined in the contract, plus a portion of the Energy Specialist’s time. The Software cost is defined in the contract. More time will be required early in the energy program by the Energy Specialist as the baselines are determined and the Energy Specialist becomes familiar with the Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialist has become familiar with the Software and the process, subsequently, the savings determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist’s time, across all meters and facilities for the organization.
- 13. Report Format** Cost avoidance will be calculated on a monthly basis as set out in the contract. M&V and cost avoidance reports will be prepared and provided at least semi-annually to the organization. Cost avoidance calculations will commence with a formal data release occurring

approximately five months after the Energy Specialist is in place. Cost avoidance reports will include results from the Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but in general show usage and cost for: baseline actual, baseline adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).

**14. Quality Assurance** Cenergistic quality assurance procedures and testing principles are applied to the baseline and performance data at the beginning of each program and periodically throughout the term of the contract. Testing includes, but is not limited to a review of the baseline for compliance with contractual terms including M&V Plan, testing of baseline data for reasonableness, accuracy and completeness, substantive sampling techniques for software bill entry data correctness, software settings and standard and special adjustments appropriateness and correctness.

The parties agree this M & V plan will be modified as mutually agreed to reflect changes that occur or additional data that may be obtained.

This M & V plan has been developed for University of Nebraska System by the following qualified professional.

**CENERGISTIC LLC**



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**Eileen Byrd**  
**SENIOR VICE PRESIDENT – QUALITY ASSURANCE**

**CERTIFIED PUBLIC ACCOUNTANT (Texas State Board of Public Accountants)**

**CERTIFIED INTERNAL AUDITOR (Institute of Internal Auditors)**

**CERTIFIED QUALITY ENGINEER (American Society of Quality)**

**CERTIFIED MEASUREMENT AND VERIFICATION PROFESSIONAL (Association of Energy Engineers)**

**CERTIFIED ENERGY MANAGER (Association of Energy Engineers)**

**EXHIBIT A**

## **UNIVERSITY AND NEBRASKA MEDICINE FACILITIES EXCLUDED FROM INCLUSION IN THIS CONTRACT**

The following facilities will be excluded from the scope of the Contract between the University, Nebraska Medicine and Cenergistic for purposes of the Cenergistic Program:

### **UNIVERSITY**

#### **All Campuses**

- Energy input meters (gas, electric, fuel oil) at the Utility Plants are excluded from energy savings calculations.

#### **UNK**

- Museum of Nebraska Art; 30,657 sq ft

#### **UNL – City Campus**

- Nebraska Champions Club; 23,400 sq ft; C178
- Developer-owned portion(s) of 18<sup>th</sup> & R Parking Garage, or the “50-50 building”

#### **UNL – East Campus**

- Terry M Carpenter & Jack G McBride NE Ed. Telecomm Center; 134,538 sq ft; A079
- Forage Research Laboratory – USDA; 7,874 sq ft; A066
- National Agroforestry Center – USDA; 8,533 sq ft; A069
- National Agroforestry Center Storage Building; 1,800 sq ft; A101
- NE Statewide Arboretum Greenhouse & Headhouse; 2,518 sq ft; A110
- USDA Physiology Building; 5,802 sq ft; A108

#### **UNL – Innovation Campus**

- Food Innovation Center; 178,000 sq ft.
- Greenhouse Innovation Center; 44,449 sq ft.
- Innovation Commons – Conference Center Unit One; 66,825 sq ft.

#### **UNO**

- Thompson Alumni Center; 23,999 sq ft

**UNMC** – None excluded at this time

**NEBRASKA MEDICINE** – None excluded at this time

TO: The Board of Regents Addendum IX-B-10  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Project Budget for Early Childhood Education Center at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approve a scope and budget change for the Early Childhood Education Center to be constructed on the University of Nebraska at Kearney campus.

PREVIOUS ACTION: January 27, 2017 – The Board of Regents approved the Program Statement and Budget for the Early Childhood Education Center to be constructed on the University of Nebraska at Kearney campus.

EXPLANATION: The Early Childhood Education Center (ECEC) project, as approved, would construct a new facility to accommodate an expanded version of the existing ECEC program. The program, currently located at the soon-to-be replaced Otto Olsen building, will relocate to a new facility at University Village. The building interior will include state-of-the-art, age-appropriate environments, all accessible on a single level.

Since the time the project budget and scope were approved, UNK has received a transformational donation to expand the facility to include Montessori education. This gift will enhance the three-pronged project: improving services to children, enhancing educational experiences for UNK students and faculty, and outreach to the community. The project will allow the current early education program to increase the quality of services provided and the capacity of the number of young children enrolled, including children with special needs and diversity. Early education programs, majors and minors throughout the UNK campus will benefit from the state-of-the-art learning environments, including Montessori education, which is not viable in the existing location. A larger facility will also enable UNK and ECEC to increase collaborations that involve academics, research, and outreach to community, state and national organizations.

Project costs are estimated to increase \$1,400,000; \$1,000,000 for building design, construction, additional furniture and special equipment and \$400,000 due to inflationary increases since the project was approved in January 2017. While the donor funds are sufficient to support facility expansion, Facilities Funds will be utilized for the inflationary increases.

The matter was reviewed and recommended for approval by the Business Affairs Committee

PROJECT COST:

Budget by Phase	Total Construction	Non-construction	Total
Program Statement Budget	\$5,026,500	\$1,373,500	\$6,400,000
Proposed Increase	\$1,000,000	\$400,000	\$1,400,000
<b>Budget, as Amended</b>	<b>\$6,026,500</b>	<b>\$1,773,500</b>	<b>\$7,800,000</b>

SOURCES OF FUNDS:

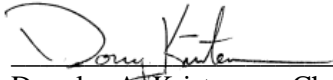
	Program Statement	Proposed Increase	Total
Private Funds	\$0	\$1,000,000	\$1,000,000
State Funds (LB 957)	\$2,000,000	\$0	\$2,000,000
University Revolving Funds and dedicated Facilities Funds	\$4,400,000	\$400,000	\$4,800,000
<b>Total Sources, as Amended</b>	<b>\$6,400,000</b>	<b>\$1,400,000</b>	<b>\$7,800,000</b>

ON-GOING FISCAL IMPACT: Annual Operating Costs \$161,000

SPONSOR:

Jon C. Watts  
Vice Chancellor for Business & Finance

RECOMMENDED:

  
\_\_\_\_\_  
Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

DATE:

May 31, 2018

TO: The Board of Regents Addendum IX-B-11  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Purchase of Real Property at 807 West 25<sup>th</sup> Street, Kearney, NE

RECOMMENDED ACTION: Authorize the President, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the purchase of real estate at 807 West 25<sup>th</sup> Street, Kearney, NE

PREVIOUS ACTION: None

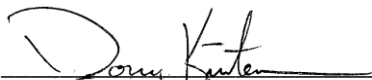
EXPLANATION: The property located at 807 West 25th is adjacent to the primary campus entry point from the east via Highway 30. During the past several years, UNK has finalized plans to develop a formal main east entrance to campus and mitigate current risks to pedestrian safety. While NDOT is completing its Highway 30 safety/enhancement project in 2019, UNK has a unique opportunity to simultaneously complete its east entrance project. In addition, UNK's acquisition of the property importantly enables us to protect buffer property immediately adjacent to campus and the new east entrance.

The proposed purchase was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$380,050

SOURCE OF FUNDS: Plant funds – East Gateway Project

SPONSOR: Jon C. Watts  
Vice Chancellor for Business & Finance

RECOMMENDED:   
\_\_\_\_\_  
Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

DATE: May 31, 2018

TO: The Board of Regents Addendum IX-B-12

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Infrastructure Project Budget Increase for Loop Road Renovation at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve a budget increase for Loop Road Renovation at the University of Nebraska-Lincoln

PREVIOUS ACTION: August 11, 2017 The Board of Regents approved the project budget for infrastructure renovation of the Loop Road at the University of Nebraska-Lincoln for \$2,385,000.

EXPLANATION: Following approval of the budget, design was completed and the project was initially bid on March 27, 2018, with a single response and total base bid of \$3,300,000. The scope of work was simplified and rebid on May 2, 2018, with two responses and a low bid of \$2,145,674. With added non-construction costs and retaining \$100,000 in construction contingency the total project cost is \$2,685,000. Therefore, this item seeks to increase the project budget by \$300,000.

The original project was funded with Auxiliary and Services Funds. The additional project costs will also be funded by Auxiliary and Services funds.

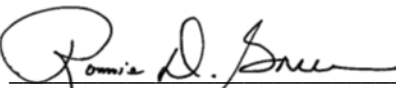
The budget increase was reviewed by the Business Affairs Committee and is recommended for approval.

Proposed start of construction May 2018  
Proposed completion of construction August 2018

PROJECT COST:	Original Project Budget	\$2,385,000
	<u>Additional Budget</u>	<u>300,000</u>
	Total Budget	\$2,685,000

SOURCE OF FUNDS: Designated Auxiliary and Services Funds

SPONSOR: William J. Nunez, Ph.D.  
Interim Vice Chancellor for Business & Finance

RECOMMENDED:   
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: May 31, 2018



TO: The Board of Regents Addendum IX-B-13

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Approve an increase in the budget for the Global Center for Advanced Interprofessional Learning

RECOMMENDED ACTION: Approve an increase in the budget for the Global Center for Advanced Interprofessional Learning to build a three-story lighted iconic art decorative screen wall prominently located on the main southern entrance to the University of Nebraska Medical Center campus

PREVIOUS ACTION: March 29, 2018 – The Board of Regents authorized the President, in consultation with the Chancellor and the Board of Regents Chairman, to approve and execute change orders for the Global Center for Advanced Interprofessional Learning to be constructed at the University of Nebraska Medicine.

January 27, 2017 - The Board of Regents approved a scope change and budget increase to implement a contract by the Office of the Assistant Secretary of Preparedness and Response (ASPR) in the U.S. Department of Health and Human Services, to develop and deliver biopreparedness training to federal employees and provide quarantine facilities for persons exposed to but not yet showing symptoms of serious infectious diseases such as Ebola.

September 16, 2016 - The Board of Regents received the Intermediate Design Report for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

October 9, 2015 - The Board of Regents approved the program statement and budget for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

April 2015 - The Board of Regents approved the establishment of the Interprofessional Experiential Center for Enduring Learning (iEXCEL) to be housed in the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

EXPLANATION: The Global Center for Advanced Interprofessional Learning (Global Center) project constructs a new structure to house and support the activities of the Interprofessional Experiential Center for Enduring Learning (iEXCEL).

Additionally, per a federal contract with the Office of the Assistant Secretary of Preparedness and Response (ASPR) in the U.S. Department of Health and Human Services, the project also delivers

biopreparedness training to federal employees and provides quarantine facilities for persons exposed to, but not yet showing, symptoms of serious infectious diseases such as Ebola. The federal contract requires the facility to be open by April 2019.

Since completion of the final design, it is apparent the level of interest from local, national and international visitors and dignitaries far exceeds original projections. A number of redesign change orders are anticipated to meet demand.

Proposed changes include an addition of a canopy covered entrance with two elevators to accommodate the large volume of outside visitors arriving by auto or bus, including redesign of the parking lot and inclusion of an attractive public entrance to highlight the building. This proposed entrance is enclosed in an iconic art decorative screen wall, prominently located on the main south entrance to the Med Center Campus.

This project will be paid entirely from private funds.

The matter was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST:	Proposed budget as originally approved	\$118,931,000
	Proposed Increase – Private Funds	<u>\$ 2,870,000</u>
	Total	\$121,801,000

SOURCES OF FUNDS:	Private Funds	\$ 79,870,000
	State Funds	\$ 25,000,000
	Federal Funds	<u>\$ 16,931,000</u>
		\$121,801,000

ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance	No additional impact
	Additional Programmatic Costs	No additional impact

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance and Economic Development

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

TO: The Board of Regents Addendum IX-B-14

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Scope and budget change for the Wittson Hall Renovation Project to create and name the Wigton Heritage Center on the University of Nebraska Medical Center campus in Omaha

RECOMMENDED ACTION: Approve a scope and budget change for the Wittson Hall Renovation Project to create and name the Wigton Heritage Center on the University of Nebraska Medical Center campus

PREVIOUS ACTION: August 11, 2017 – The Board of Regents approved the program statement and budget for the use of LB957 funds for the Wittson Hall/McGoogan Library Renovation project at the University of Nebraska Medical Center

EXPLANATION: Nearly 50 years of service has rendered Wittson Hall obsolete. The building no longer complies with building and life safety codes, and the precast concrete exterior of the building is deteriorating. The funding provided from the State (LB 957) will allow the University to update and repurpose this important space.

Through the generosity of private donors, a budget and scope change is proposed to the Wittson Hall Renovation project to create the Wigton Heritage Center. The Wigton Heritage Center, will serve as a catalyst for understanding, experiencing and appreciating UNMC's unique heritage. Gallery and digital exhibit space will tell UNMC's story and history through McGoogan Library's vast special collections, artifacts, archives and rare books. An atrium exposing University Hospital's historic façade and iconic columns will provide welcoming, comfortable space for alumni gatherings, visiting lecturers, delegations of visitors, new students, prospective students and others. Conversation, fellowship and engagement will continue in an outdoor garden plaza, allowing for formal or informal gatherings. It will replace the existing link and significantly improve the connections between facilities, while enhancing student, recruit, staff and public interaction space.

Capital funding has been committed by private donors, whose legacies span multiple generations of service at UNMC. Their commitment further demonstrates the ongoing public-private partnerships on the University of Nebraska Medical Center campus.

Efficiencies in both schedule and budget will be gained by combining the Wigton Heritage Center with the Wittson Hall Renovation project in the same construction zone.

President Bounds and Chancellor Gold have approved the Wigton Heritage Center naming in accordance with *RP 6.2.7(3)(c), naming of a building...in honor of an individual*. The Board of Regents expresses on behalf of the University of Nebraska Medical Center its deepest gratitude and appreciation for the Wigton's family's generosity and dedication to UNMC.

The matter was reviewed and recommended for approval by the Business Affairs Committee.

**PROJECT COST:**

	<b>Original Budget (P-16125)</b>	<b>Proposed Increase</b>	<b>Total</b>
Construction Costs	\$14,857,000	\$6,630,000	\$21,487,000
Non-Construction Costs	\$3,143,000	\$1,370,000	\$4,513,000
<b>Total Project Costs</b>	<b>\$18,000,000</b>	<b>\$8,000,000</b>	<b>\$26,000,000</b>

**ON-GOING FISCAL  
IMPACT:**

None

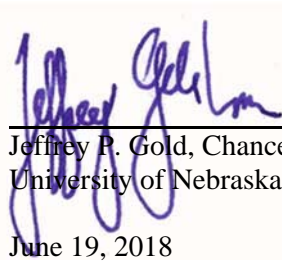
**SOURCE OF FUNDS:**

Original: State & University Funds (LB 957)	\$18,000,000
Budget Change Funding: Private Donations	<u>\$8,000,000</u>
Total	\$26,000,000

**SPONSOR:**

Donald S. Leuenberger  
Interim Vice Chancellor for Business and Finance, and Economic Development

**RECOMMENDED:**




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Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

**DATE:**

June 19, 2018

## **Program Statement**

Project Name: Wigton Heritage Center  
Campus: University of Nebraska Medical Center  
Date: March 18, 2018  
Prepared by: UNMC Facilities Planning and Construction  
Campus Project No: P-17124  
Phone: (402) 559-5300

### **1. Introduction**

#### **A. Background and history**

During the last 150 years, the University of Nebraska Medical Center has developed a rich heritage of excellence. The proposed Wigton Heritage Center will celebrate and memorialize this history, while developing a campus welcome center. Currently the McGoogan Library is a highly regarded United States center for history of medicine collections. This unique location provides an opportunity to showcase these collections and preserve an architectural timeline of campus growth.

The Wigton Heritage Center is a privately funded project proposed to be a budget and scope change to the Wittson Hall Renovation Project (P-16125). After nearly 50 years of service, Wittson Hall shows the effects of obsolescence inside and out. Renewal of the building was started with extensive, but partial, updating of building systems, especially HVAC, completed in 2013 with LB 605 funds. The building is out of compliance with current building and life safety codes. The precast concrete exterior of the building is deteriorating. The signing of LB 957 into law provided funding to update and re-purpose this space that is so important to the campus. The private public partnership of the Wigton Heritage Center will also address deferred maintenance that is out of scope for the LB 957 funds, such as replacement of the connecting link, loading dock, and upgrades to the courtyard.

Major funding has been committed by Dr. Robert Wigton for the Wigton Heritage Center. The Wigton legacy spans three generations with several physicians within the family serving on the faculty of UNMC. Dr. Robert Wigton, a 1969 alumnus of the College of Medicine, served as professor in internal medicine at UNMC. During his career Dr. Wigton held numerous academic and administrative positions at the College of Medicine, including associate dean for graduate medical education (1976 to 2013), associate dean for academic affairs and chief of the section of general internal medicine. He has been described as one of the pillars upon which UNMC's history rests. With the naming of these areas as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors' generous support to the University of Nebraska and UNMC.

#### **B. Project description**

The Wigton Heritage Center will serve as a catalyst for understanding, experiencing and appreciating UNMC's unique heritage. Gallery and digital exhibit space will tell UNMC's story and history through McGoogan Library's vast special collections, artifacts, archives and rare books. An atrium exposing University Hospital's historic façade and iconic columns will provide welcoming, comfortable space for alumni gatherings, visiting lecturers, delegations of visitors, new students, prospective students and others. Conversation, fellowship and engagement will continue in an outdoor garden plaza allowing for formal or informal gatherings. It will replace the existing link and significantly improve the connections between facilities while enhancing student, recruit, staff and public interaction space.

Capital funding has been committed by private Donors, whose legacies span multiple generations of service at UNMC. Their commitment further demonstrates the ongoing public-private partnerships on the University of Nebraska Medical Center campus.

The Wigton Heritage Center itself will fund \$2-3M in deferred maintenance costs. The project itself will replace an existing link between Wittson Hall/McGoogan Library and University Hospital Unit I. Additional deferred maintenance this project addresses is the replacement/updates to the loading dock and the addition of a trash compactor. The project provides a new courtyard for campus. The new structure will create a new reception/lobby space that further connects the campus while enhancing collaboration spaces for faculty, students, and researchers.

**C. Purpose and objectives**

The project purpose and objectives are to provide the UNMC campus with a welcome center by:

- Providing a gallery and exhibit space to tell the story and heritage of UNMC utilizing existing and newly accessioned artifacts.
- Constructing a reception facility for Visitors, Students, and Faculty.
- Exposing and highlighting the University Hospitals' historic façade including limestone ionic columns, entablature and brick masonry

**2. Justification of the Project**

**A. Data that supports the funding request**

The Wigton Heritage Center will support campus growth and development by providing a central welcome center and showcasing the campus history. Students, faculty, researchers and visitors will be able to will be able to learn and appreciate the campus collections and history while having collaborative discussions about the future of Medicine.

**B. Alternatives considered: NA**

**3. Location and site considerations**

**A. County: Douglas**

**B. Town or campus: University of Nebraska Medical Center – Midtown Omaha**

**C. Proposed site: The Wigton Heritage Center's proposed location is on the west side of Wittson Hall to the exterior east wall of University Tower Unit 1.**



Original University Hospital Tower Entrance

**D. Statewide building inventory: NA**

**E. Influence of project on existing site conditions**

1) **Relationship to neighbors and environment**

The project will provide a connection that will highlight the historical importance of Wittson Hall and University Tower Unit 1 to the University of Nebraska Medical Center and its' numerous alumni.

2) **Utilities**

Utilities serving the proposed building will be supplied from existing campus utility infrastructure.

3) **Parking & circulation**

The project will increase pedestrian circulation paths across campus. As well as, provide vehicular drop off circulation to the Wigton Heritage Center for campus visitors.

**4. Comprehensive Plan Compliance**

**A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.**

The objectives of this project support the following goals of the University of Nebraska Strategic Planning Framework 2014-2016.

2. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.

**Campus Strategic Plan:**

The objectives of this project support the following strategies of the UNMC – Nebraska Medicine Strategic Plan 2017-2020:

**Strategy 1: INSTITUTIONAL OUTREACH:** *Advance UNMC and Nebraska Medicine's urban and rural community outreach as well as the national and global partnerships to build a healthier future.*

**Strategy 7: ORGANIZATIONAL CULTURE:** *Strengthen employee loyalty, satisfaction and wellness by continually enhancing the organizational culture.*

**B. Consistency with the agency comprehensive capital facilities plan**

The proposed project is consistent with the concepts of the UNMC 2016 – 2025 Facilities Development Plan. It also supports UNMC and the University of Nebraska's goal to provide state of the art experiences.

**C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan NA**

## 5. Analysis of existing facilities

### A. Function and purpose of existing programs as they relate to the proposed project

Functions benefited by the project include:

- Colleges of Medicine and Allied Health Professions
- Campus administration
- McGoogan Library

### B. Square footage of existing areas:

NA

### C. Utilization of existing space by facility, room and/or function

NA

### D. Physical deficiencies

NA

### E. Programmatic deficiencies

Currently, the University of Nebraska Medical Center is lacking the presence of a visitor's center.

### F. Replacement cost of existing building

NA

## 6. Facility Requirements and the Impact of the Proposed Project

### A. Functions and purpose of the proposed program

#### 1) Activity identification and analysis

The proposed program will meet programmatic needs a campus visitors and alumni center.

#### 2) Projected occupancy/use levels

- Personnel projections – None
- Describe/justify projected enrollments/occupancy

This space will provide for daily gathering of students, faculty, and staff. While providing a welcoming function to the campus that showcases its' historical importance. The space will additionally be utilized for large campus functions.



**B. Space requirements**

1) **Square footage by individual areas and/or functions**

<b>Level 3 Scope</b>	
<b>Area</b>	<b>SF</b>
H3000 North Vestibule	150
H3001 North Corridor	260
H3002 Corridor Ramp/Stairs	600
H3003 Reception-Lobby	795
H3004 South Vestibule	310
H3005 Stairway	375
H3006 Transformer Enclosure	840
<b>Sub-Total</b>	<b>3,330</b>

<b>L3 Heritage Project Support in Wittson Hall Budget</b>	
	<b>SF</b>
3099A Corridor Display Upgrade	990

<b>L3 Outdoor Scope</b>	
	<b>SF</b>
South Plaza *	8,670
North Plaza**	8,860

\*Includes 1010 Sf Drop-off Canopy  
 \*\* Includes 460 Sf Balcony Projection

<b>Level 4 Scope</b>	
	<b>SF</b>
H4000 North Balcony	650
H4001 Reception UT Level	2,010
H4003 Stage & Media Wall	270
H4004 South Passage / Lounge	825
H4005 Stairway	150
<b>Sub-Total</b>	<b>3,905</b>

<b>L4 Space in Wittson Hall &amp; UT</b>	
	<b>SF</b>
4023 Reception WH Level	1,340
UT Interior corridor	230
4054 Men's & Women's ADA Public Toilets	740
<b>Sub-Total</b>	<b>2,310</b>

<b>L4 Heritage Project Support in Wittson Hall Budget</b>	
	<b>SF</b>
4022A Catering Support	280
4022 Storage (Tables/Chairs)	250
4099A Level 4 Wittson Hall Display Corridor Upgrade	1,370
<b>Sub-Total</b>	<b>1,900</b>

<b>Level 5 Scope</b>	
	<b>SF</b>
H5001 Reception	2,110
H5002 Level 5 Skywalk	425
H5003 Storage	325
<b>Sub-Total</b>	<b>2,860</b>

<b>L5 Space in Wittson Hall &amp; UT</b>	
	<b>SF</b>
5019 Catering Support	225
5017 Men's & Women's ADA Public Toilets	490
5099 New Corridor (Connects to Chancellors Corridor)	560
5025A Remodel Office in Wittson Hall	113
5025 Remodel Reception in Wittson Hall	206
University Tower Corridor Entrance	180
5099A Corridor Upgrade (Chancellor's Corridor)	420
<b>Sub-Total</b>	<b>2,194</b>

<b>Total Area Attributed to Heritage Center*</b>	<b>17,489</b>
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\*Excluding Exterior Area

- 2) **Basis for square footage/planning parameters**  
All spaces have been programmed using UNMC space standards and/or good architectural practice.
- 3) **Square footage difference between existing and proposed areas (net and gross)**  
The proposed renovation will not impact the gross square footage of Wittson Hall.

**C. Impact of the project on existing space**

- 1) **Reutilization and function(s)**

NA

- 2) **Demolition**

Demolition is limited to removal of selected precast panels for installation of new connection and removal of the existing loading dock. Interior demolition is limited to work occurring at the building intersections. Special care will be taken during construction to ensure public safety and current pedestrian traffic is rerouted.

- 3) **Renovation**

Spaces directly impacted by the building connections will be renovated and repurposed to meet current standards.

## **7. EQUIPMENT REQUIREMENTS**

**A. List of available equipment for reuse**

Not applicable

**B. Additional Equipment**

- 1) **Fixed equipment:** NA

- 2) **Movable equipment**

Furniture provided by the project will be limited to common areas and will be specified during the design phase of the project.

- 3) **Special or technical equipment**

A media wall will be installed in the visitor's center.

## **8. SPECIAL DESIGN CONSIDERATIONS**

**A. Construction Type**

The building will be a structural steel frame with curtain wall assemblies on the north and south faces. The east and west faces are comprised of existing buildings.

**B. Heating and Cooling Systems**

The current basis for design is package roof top units and fed from adjacent building infrastructure.

**C. Sustainability**

Building modifications will be designed to meet the basic requirements of the University of Nebraska Sustainable Design Policy.

**D. Life Safety/ADA**

The facility will be built in accordance with the International Codes 2012 Edition, all applicable NFPA 101-2000 code references and the 2010 ADA Standards for Accessible Design and the ICCI ANSI A117.1-2002 Accessibility Codes, and Title 156 of the Nebraska Administrative Code.

**E. Security**

Building security will be considered in the design of the building including the installation of card access at desired locations, surveillance cameras and other physical security measures to be determined during the design process.

**F. Historic or architectural significance**

This project will preserve and highlight the original façade and entry architecture of the first University Hospital Tower.

**G. Artwork**

The artwork budget is consistent with Board of Regents 1% for art policy.

**H. Phasing**

Construction phasing will be required to maintain existing activities and will be determined during the design process.

**I. Future expansion**

None anticipated

**J. Other**

Project Impact: Current traffic to the loading dock and morgue will need to be permanently accounted for during the project design phase.

Smoke Evacuation System: The proposed building will require an in depth study for a smoke evacuation system.

## 9. PROJECT BUDGET & FISCAL IMPACT

### A. Cost Estimate Criteria

1) **Identify recognized standards, comparisons and sources**

The programming architect developed the opinion of probable construction cost for this project with input from the construction community and consultation with an independent construction cost consultant. Cost estimates were normalized to the Omaha market area.

2) **Identify year and month on which estimates are made and inflation factor used**

The project cost estimate was prepared in December 2017. The cost estimate assumes a 4% annual inflation rate for the 12-month period from December 2017 to the midpoint of construction in December 2018.

3) **Gross and net square feet**

**Wigton Heritage Center New Construction**

Net Square Feet	9,850
Gross Square Feet	12,975
Building Efficiency	76%

**Wittson Hall Updated Space**

Net Square Feet	7,639
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**Outdoor Space**

Net Square Feet	17,530
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4) **Project cost per net and gross square foot**

Cost/NSF: \$458 (calculation based on total project cost, which includes outdoor space)  
Cost /GSF: Not calculated due to combination of interior updates and new construction.

5) **Construction cost per gross square foot**

Construction Cost/NSF: \$379\*\*

\*Calculated based on net square feet per not under 9.A.4

**B. Total project cost**

**Construction**

General Construction	\$	6,180,000
In-House Construction	\$	205,000
Fixed Equipment	\$	-
Site Utilities	\$	-
Construction Contingency	\$	245,000
<b>Subtotal</b>	<b>\$</b>	<b>6,630,000</b>

**Non-Construction**

Project Planning	\$	-
Professional Consultant Fees	\$	555,000
Professional In-house	\$	155,000
Equipment - Movable	\$	430,000
Equipment - Special Technical	\$	-
Land Acquisition	\$	-
Artwork	\$	80,000
Other	\$	25,000
Non-construction Contingency	\$	125,000
<b>Subtotal</b>	<b>\$</b>	<b>1,370,000</b>

<b>Total Project Cost</b>	<b>\$</b>	<b>8,000,000</b>
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**C. Fiscal impact based on first full year of operations**

- 1) **Estimated additional operational and maintenance costs per year**

None

- 2) **Estimated additional programmatic costs per year**

None

**10. FUNDING**

- A. Total funds required: \$8,000,000 of private donations.**

	<b>Original Budget (P-16125)</b>	<b>Proposed Increase</b>	<b>Total</b>
Construction Costs	\$14,857,000	\$6,630,000	\$21,487,000
Non-Construction Costs	\$3,143,000	\$1,370,000	\$4,513,000
<b>Total Project Costs</b>	<b>\$18,000,000</b>	<b>\$8,000,000</b>	<b>\$26,000,000</b>

**B. Project Funding Sources:**

Donor Funded – 100%

**C. Fiscal year expenditures**

FY 19	\$3,500,000
FY 20	\$4,500,000

**11. TIMELINE**

Program Statement	March 2018
Intermediate design documents	June 2018
Receive bids for construction	July 2018
Award of contract and start of construction	August 2018
Completion of construction	December 2019

**12. HIGHER EDUCATION SUPPLEMENT**

**A. Coordinating Commission for Postsecondary Education (CCPE) Review**

- i.  CCPE review is required.
- ii.  CCPE review is not required.

**B. Method of Contracting**

**1) Identify method**

Construction of the project will be a bid as part of the approved Wittson Hall Renovation project (P-16125).

**2) Provide rationale for method selection**

The work between these two projects is related and in the same construction zone, thus making scope management and general conditions more efficient to manage as one project.

TO: The Board of Regents Addendum IX-B-15

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement

RECOMMENDED ACTION: Approve program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement to be installed and constructed within the existing building purchased at 6902 Pine Street for the University of Nebraska Medical Center in Omaha

PREVIOUS ACTION: None

EXPLANATION: The Munroe-Meyer Institute's (MMI) mission is to be a world leader in transforming the lives of individuals with disabilities and complex health care needs, as well as those of their families and community, through outreach, engagement, premier educational programs, innovative research, and extraordinary patient care.

MMI provides extraordinary interdisciplinary, lifelong, family-centered services for persons with disabilities and complex health care needs. MMI trains individuals in the medical and therapeutic management of these needs through interprofessional educational experiences, outreach training, and onsite technical assistance. They conduct basic, translational and clinical research to transform diagnosis, care and treatment of individuals with all types of complex health care needs.

MMI is currently housed in a four-story building near 44th Street and Dewey Avenue, comprised of multiple structures, built and expanded over the course of nearly forty years. The 60-year old building is physically and functionally outdated to adequately support MMI's mission. MMI's facility needs have changed, shifting away from providing both inpatient residential care and outpatient treatment to solely outpatient services; and from exclusively supplying pediatric care to delivering care throughout the patient's life. The present structure, limits MMI's ability to create flexible and unique clinical, treatment, and therapy spaces that define this unique institute. Significant deferred maintenance, life safety and code compliance issues exist, rendering the present facility a poor candidate for renovation.

The proposed project will consolidate, replace and improve upon existing MMI facilities, creating a landmark building that reflects and supports the mission. The project included partial renovation of an existing office building at 6902 Pine Street to accommodate programmatic needs for clinic, therapy, education, research collaboration and office spaces. Updates to the new facility support intense accessibility for the population MMI serves. The existing interior configurations will be updated where required, with the existing envelope, structural system, vertical circulation and infrastructure all in good condition to support long-term utilization for MMI.

The project will include a new main entrance lobby, indoor and outdoor playground / therapy areas and an indoor pool serving a variety of therapies. Site improvements will include minor roadway reconfiguration to create dedicated drop-off and parking.

The matter was reviewed and recommended for approval by the Business Affairs Committee.

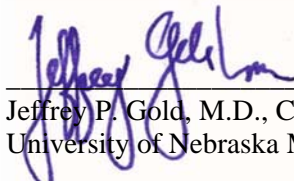
PROJECT COST:	Construction Cost	\$38,221,000
	<u>Non-construction Cost</u>	<u>\$46,864,210</u>
	Total Project Cost	\$85,085,210

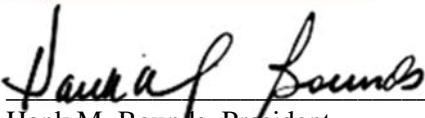
ON-GOING FISCAL IMPACT: None

SOURCE OF FUNDS:	State Funds (from LB957)	\$10,000,000
	MMI Clinical Revenue	\$ 5,000,000
	UNMC Parking Fund	\$ 2,500,000
	<u>Private</u>	<u>\$67,585,210</u>
	Total	\$85,085,210

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business and Finance  
and Economic Development

RECOMMENDED:

  
\_\_\_\_\_  
Jeffrey P. Gold, M.D., Chancellor  
University of Nebraska Medical Center

  
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Hank M. Bounds, President  
University of Nebraska

DATE: May 31, 2018



## **Program Statement**

Project Name: Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement  
Campus: University of Nebraska Medical Center  
Date: April 9, 2018  
Prepared by: UNMC Facilities Planning and Construction  
Altus Architectural Studios  
Campus Project No: P-17013  
Phone: (402) 552-7859

### **1. Introduction**

#### **A. Background and history**

The Munroe-Meyer Institute's (MMI) mission is to be world leaders in transforming the lives of all individuals with disabilities and complex health care needs, their families and the community through outreach, engagement, premier educational programs, innovative research and extraordinary patient care.

MMI provides extraordinary interdisciplinary, family-centered services for persons with disabilities and complex health care needs across their lifespan. The institute trains individuals in the medical and therapeutic management of individuals with disabilities and complex health care needs through interprofessional educational experiences, outreach training and onsite technical assistance. They conduct basic, translational and clinical research with the goal to transform the diagnosis, care and treatment of individuals with all types of disabilities and complex health care needs.

MMI works within the local and state of Nebraska community to promote awareness and inclusion and to enable individuals with disabilities and complex health care needs to live happy and productive lives. The Institute serves as the premier source of disability-related information to scientists, care providers, clinicians, families and community leaders in the state of Nebraska, across the region, the nation and the world. They improve the educational, health and community practices that impact Nebraska children and families who are at risk for adverse developmental outcomes through program evaluation, training and community outreach. MMI advocates at the local, state, federal and international level to promote best practices, policies and/or laws on behalf of individuals with disabilities and complex health care needs and their families.

The Munroe-Meyer Institute for Genetics and Rehabilitation (MMI) is currently housed in a four-story building containing approximately 123,752 gross square feet near 44<sup>th</sup> Street and Dewey Avenue, of which MMI occupies 87,918 GSF. This building is comprised of multiple structures, built and expanded over the course of nearly forty years. The Hattie B. Munroe Pavilion and Meyer Rehabilitation Institute buildings were constructed first and completed between 1958 and 1959. An addition to the Meyer Rehabilitation Institute building was

completed in 1973. These two buildings were then joined by an addition constructed in 1992. The entire facility underwent another expansion on the north side in 1997 which included lab space for the Human Genetics Laboratory.

The 60-year old building is physically and functionally outdated to adequately support the mission of MMI. The Institute's physical needs have changed throughout decades of community service and a shift away from providing both inpatient residential care and outpatient treatment programs to furnishing strictly outpatient services and from exclusively supplying pediatric care to delivering care throughout one's lifespan. The existing structure, building, and technology systems have limited MMI's ability to create flexible and unique clinical, treatment and therapy spaces reflective of the Institute's unparalleled array of services offered under one roof. There are significant deferred maintenance, life safety and code compliance issues with the existing facility making it a poor candidate for renovation and updating.

Additionally, because of size limits imposed by the building itself, some spaces have had to be located off-site reducing operational efficiency. This occurs for the Institute's Outpatient clinic that houses Developmental Pediatrics which occupies 4,957 GSF in a satellite location at 412 South Saddle Creek and Education and Child Development Department in 5,433 net square feet housed in leased space in the Center Mall on South 42<sup>nd</sup> and Center Streets.

## **B. Project description**

The proposed project will consolidate, replace and improve upon existing MMI facilities, creating a landmark building that reflects and supports the Institute's mission. The project will include partial renovation of an existing office building at 6902 Pine Street, built in 2000 for First Data Resources, to accommodate programmatic needs for clinic, therapy, education, research collaboration and office spaces. The renovation will include updates to the facility to support intense accessibility across the lifespan for those MMI serves with low mobility. The existing interior configurations will be updated where required however the existing envelope, structural system, vertical circulation and infrastructure are all in good condition to support the long-term utilization of the facility for MMI.

The project will include additions to the building to house a new main entrance lobby, indoor & outdoor playground / therapy areas and an indoor pool serving multiple therapy components of the Institute. Site improvements will include minor roadway reconfiguration to create dedicated drop-off and parking areas along with the creation of an enclosed outdoor play area adjacent to the therapy areas.

## **C. Purpose and objectives**

The project purpose and objectives are to prepare the MMI for continued long-term success, future program growth, provide efficiencies and to meet modern building and accessibility codes. This relocation will provide an avenue by which to overcome some of the shortcomings in the existing MMI building including:

- Meet current code requirements including the Americans with Disabilities Act (ADA) requirements for handicapped accessibility.
- Create a barrier-free environment for patients, families, faculty, staff and students.
- Reduce and clearly delineate building entrances according to purpose to improve security, access and clarity of navigation.
- Improve building systems including technology infrastructure.
- Promote greater collaboration between disciplines and better operational efficiency through improved organization of spaces.
- Anticipate future change and growth through the creation of flexible, multi-functional and shared spaces.

## **2. Justification of the Project**

### **A. Data that supports the funding request**

MMI supports programs and facilities critical to the education and research missions of UNMC, as well as, providing an array of services to communities in Nebraska unlike any other institution in the United States through outreach, engagement, premier educational programs, innovative research and extraordinary patient care.

#### **1) Education and Training**

- > 9,000 participants in community education activities per year
- 102 long-term trainees (doctoral, masters, interns) per year across various programs
- ~150,000 hours of interdisciplinary training in 2016/17

#### **2) Research**

- Basic, clinical and translational research
- ~40 faculty involved in research activities
- 459 presentations and publications by MMI faculty and staff in 2017

#### **3) Patient Care**

- >70,000 yearly services (75% takes place in the community)
- >50 provider locations across the state (>40 outside Omaha)
- >50 types of services provided
- >50,000 genetics tests to 49 states and four international locations
- National model for delivering rural mental health
- Only provider of genetic medicine services in NE

## **B. Alternatives considered**

New construction solutions on four different greenfield sites and two building refits were tested and ultimately proven to be too costly. After cost benefit analysis of each of the six total options the proposed relocation and refit of the Pine Street location clearly provided the best combination of long term flexibility, reduction in duplication, cost performance and community access.

## **3. Location and site considerations**

**A. County:** Douglas

**B. Town or campus:** Aksarben area – Omaha, NE

**C. Proposed site:** 6902 Pine Street

**D. Statewide building inventory:** TBD once building becomes state property at closing.

## **E. Influence of project on existing site conditions**

### **1) Relationship to neighbors and environment**

The project will slightly change the relationship of the existing building to neighboring buildings in the vicinity due to an alteration in Aksarben Drive and existing parking. Additionally, building entry points and inter-building circulation routes will be enhanced to meet programmatic requirements for the Munroe-Meyer Institute.

### **2) Utilities**

Utilities serving the building are planned to remain unchanged and are provided by local utility providers and not connected to the central campus.

- A single domestic water entrance with meter, backflow, and bypass is anticipated to be of appropriate capacity to support the new building function. Domestic water heating is served by distributed electric storage type hot water heaters, this system may have to be modified and supplemented to support the new building function.
- The existing electrical service along with generator and UPS is in good functioning condition, the UPS / generator supports life safety as well as building telecommunications systems, both the main normal entrance and generator systems are anticipated to have appropriate capacity to serve the new building functions.
- The building cooling is served by two (2) partially redundant water cooled chillers and a two (2) cell tower with remote sump located in the penthouse, the capacity of condition of these systems are adequate to support the new building functions.
- The building ventilation and heat are served from indoor custom air-handling units which distribute to variable air volume terminal boxes with hot water reheat coils. Heat is generated from five (5) high efficiency modular boilers

located in the penthouse, these systems are adequate in capacity, condition, and redundancy to support the new building functions.

- Controls to the facility are DDC; however, they are not Siemens matching the campus standard control system and will need to be updated.
- The building is fully wet sprinkled with several pre-action systems distributed supporting data closets. A single fire service supports the wet fire suppression system. The building does not utilize a fire pump as city pressure is adequate. Building wide fire alarm is in functioning condition; however, further review of its potential for expansion will be needed.

### **3) Parking & circulation**

The property includes 12.3406 acres of land which includes approximately 805 existing parking stalls. The project will alter some vehicular circulation, parking and pedestrian circulation to improve safety and access for patients, visitors, and employees of the facilities. The patient population served by MMI includes a majority of low or very low mobility youths and adults who use wheelchairs or other adaptive equipment which require special consideration for parking, drop off and entry. Service access to the building will remain unchanged.

## **4. Comprehensive Plan Compliance**

### **A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.**

The objectives of this project support the following goals of the University of Nebraska Strategic Planning Framework:

1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.
2. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.
3. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.
4. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.

## **Campus Strategic Plan:**

Strategy 1: EDUCATIONAL LEARNER FOCUS: Establish UNMC and its educational programs as the most learner-centered university in health professions education.

Strategy 2: RESEARCH SCOPE & PROMINENCE: Increase the research scope & prominence of UNMC as a top tier academic health sciences center.

Strategy 3: CLINICAL EXCELLENCE: Establish UNMC & Nebraska Medicine as a hub & spoke academic health system across Nebraska & beyond based upon quality care, patient experiences & clinical scope.

Strategy 4: INSTITUTIONAL OUTREACH: Advance community outreach of UNMC to provide a healthier future for urban and rural Nebraska communities as well as national & global partners.

Strategy 6: ECONOMIC DEVELOPMENT: Diversify and strengthen the regional and global economic impact of UNMC's educational, research and clinical programs.

### **B. Consistency with the agency comprehensive capital facilities plan**

The proposed project is consistent with the concepts of the UNMC 2016 – 2025 Facilities Development Plan. It also supports UNMC and the University of Nebraska's goal to provide state of the art academic and clinical experiences.

### **C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan**

The Statewide Comprehensive Capital Facilities Plan states that individual capital construction projects will support institutional strategic comprehensive facilities plans.

## **5. Analysis of existing MMI facilities**

### **A. Function and purpose of existing programs as they relate to the proposed project**

Functions benefited by the project include:

- Multi-Disciplinary Clinics & Therapies
  - Provide array of services under one roof
  - Reach the State of Nebraska via telemedicine
  - Provide continuum of care across disciplines and lifespan
- Shared Offices and Work Space
  - Foster interdisciplinary collaboration, including collaboration with other institutions
- Administration and Business Office
  - Sustain a culture of community focus, awareness, and outreach
- Facilities, Education & Training
  - Tailor Work Force Development Planning & Services to State Government Needs Assessment Training

**B. Square footage of existing areas:**

Midtown Campus Main Building

Net square feet	70,568
Gross square feet	87,918
Efficiency	80.3 %

*\*Net SF and modified Gross SF do not include SF for the Human Genetics Lab and non-MMI space in this building which will not be relocated as part of this effort.*

412 Building: Total Building

Net square feet	3,244
Gross square feet	4,957 (this includes 1 <sup>st</sup> floor only, basement is unused)
Efficiency	65.4%

The Center Mall Leased Space

Net square feet	5,433
Gross square feet	5,976 (assumes 10% multiplier since leased space)
Efficiency	90.9%

**C. Utilization of existing space by facility, room and/or function**

Description of Space	Space Use Code	Existing NSF
<b>Facilities Education and Training</b> (non-clinical)		
Staff/Office Support Services	315	8,911
Conference Rooms   Classrooms	110	2,903
Core Grants	310	1,344
Lobby, Registration, Family Resources	880	1,237
IT Offices	310	734
Education and Child Development	110	4,830
<b>Administration and Business</b>		
Administrative Offices	310	1,241
Business Office	310	586
Community Engagement   Media	310	648
Patient Information Office   Case Work	310	2,038
<b>Clinical Services by Department</b>		
Center for Autism Spectrum Disorders	850	7,884
Clinical Genetics	850	2,688
Developmental Pediatrics	850	3,244
Pediatric Feeding Disorders	850	3,006
Psychology	250	5,794
Occupational Therapy	850	1,330
Physical Therapy	850	6,295
Recreational Therapy	850	6,519
Speech Language Pathology	250	4,176
<b>Offices and Work Space</b>		
Faculty, Therapists, Staff, & Students	310	11,482
Faculty & Students (Research)	251	2,355
<b>TOTALS</b>		<b>79,245</b>
<b>Gross SF*</b>		<b>98,851</b>

*\*Gross SF is total based on space allocated to MMI in the existing facility (less the Human Genetics Lab, which will not be moved as part of this project) plus SF used by MMI in the 412 Building and MMI leased space in The Center Mall*



## D. Physical deficiencies

Existing MMI Midtown Campus Facility:

Note: Discussion of existing facilities is based on midtown campus facility. 412 Building and Center Mall location are not considered in description below. 412 building is on site of MCDC development and MMI will be evicted through time. Center Mall location is leased space to support growth and lease will be terminated upon move to new facility

- Site: Provides inadequate accessible drop off and pick up, parking and building access.
- Building envelope: Significant deferred maintenance issues with wall and window systems.
- Mechanical/Electrical/Plumbing: Systems are largely near or past end of life with significant deferred maintenance.
- Building Codes: Building fire separations, egress and life safety do not meet current codes. Majority of building components do not meet ADA accessibility guidelines.

Existing building purchased for project: No significant deficiencies, minor deficiencies will be addressed through renovation and fit out process.

## E. Programmatic deficiencies

Existing MMI Midtown Campus Facility:

- Access and parking: Security for the building is complicated by the numerous entry/exit points. Additionally, it is difficult for visitors and first-time patients to know which entrance to use. Parking and drop-off zones are not sufficient (both in quantity and size of stall) at each entrance.
- Wayfinding: Navigation through the building is difficult and some public corridors cut through treatment and therapy spaces causing confusion and disruption.
- Efficiency of providing care: Therapy and treatment spaces are inconsistent in size and layout making cross-utilization among services difficult and in some instances, impossible reducing flexibility.
- Collaboration: Office locations and staff support spaces are not centrally located which hinders the ability for interdisciplinary work.
- Patient dignity: Mobility impairment is not sufficiently accommodated in all corridor widths, elevator sizes or rest rooms. Toileting and changing needs for this population are not available in all departments.

Existing building purchased for project: No significant deficiencies, minor deficiencies will be addressed through renovation, addition and fit out process.

## F. Replacement cost of existing building

Main midtown campus facility: \$23,460,253 (per the 2016 FMIR)

## 6. Facility Requirements and the Impact of the Proposed Project

### A. Functions and purpose of the proposed program

**1) Activity identification and analysis:** The proposed program will meet programmatic needs for the Munroe-Meyer Institute for Genetics and Rehabilitation. It will also allow for future growth and flexibility of services.

### 2) Projected occupancy/use levels

- **Personnel projections**

MMI currently employs approximately 500 employees. Our future projections anticipate an additional clinical 20 faculty, and >70 clinical staff members, with minimal increases in departmental/divisional or central MMI administration. This growth in personnel will be in direct response to planned program expansion including greater service to Special Olympic athletes, a more comprehensive approach to adaptive technologies for intellectual and developmental disabilities, establish a new enzyme replacement therapy infusion center and enhance our Center for Autism Spectrum Disorders to become a more comprehensive lifespan and truly integrated service.

- **Describe/justify projected enrollments/occupancy**

MMI's mission is "to be world leaders in transforming the lives of all individuals with disabilities and complex health care needs, their families and the community through outreach, engagement, premier educational programs, innovative research and extraordinary patient care." We recognize that we cannot be stagnant, and we must continuously re-evaluate our organizational structure and the services provided. Thus, the proposed space modifications to the MMI replacement facility are driven by recommendations of SOLVE Consulting, MMI External Advisory Council, external autism consultants, discussions with MMI leadership, conversations with senior UNMC officials and community feedback of more than 60 individuals. MMI in the last year trained more than 9,000 participants in workshops, conferences, teleconferences and other community education activities. MMI had 102 long-term trainees (doctoral, masters, interns), and provided interdisciplinary training for 129 students, interns, residents and post-doctoral fellows for a total of 142,747 hours, and more than 100 of courses and seminars taught by our faculty. Currently MMI provides ~70,000 clinical visits/year. In addition to growing MMI's educational and research activities, the expansion will almost double the clinical care capacity, to an estimated 120,000 clinical visits/year over the next several years, providing more comprehensive and integrated health care to the population it serves. To fulfill its mission statement, MMI must grow all aspects of its activities. This expansion of capacity will allow reduction of patient waiting times for services, and expand teaching, training and clinical research activities. Existing services will expand by 30-120% based on institutional priorities, while establishment of new service lines will be coordinated with all external and internal stakeholders, as well as patient families.

## B. Space requirements

### 1) Square footage by individual areas and/or functions

Description of Space	Space Use Code	Replacement NSF
<b>Facilities Education and Training (non-clinical)</b>		
Staff/Office Support Services	315	10,769
Conference Rooms   Classrooms	110	7,865
Core Grants	310	2,493
Lobby, Registration	880	3,000
IT	310	1,274
Education and Child Development	310	5,008
<b>Administration and Business</b>		
Administrative Offices	310	3,458
Business Office	310	1,014
<b>Community Care</b>		
Community Engagement   Media	310	806
Patient Information Office   Case Work	315	3,900
Family Resources	880	2,500
Therapeutic Indoor Pool	850	6,065
Indoor Playground and Gym*	850	3,500
Special Athletes Health Care Program*	250	5,000
<b>Outpatient Diagnostic &amp; Multidisciplinary Treatment Center (shared across all services)</b>		
Exam/treatment Rooms with sink	850	15,000
Exam/treatment Rooms without sink	250	10,000
Center for Integrated Autism Spectrum Disorders (low sensory zone)	850	8,000
<b>Specialty Services (with physical constraints outside the Outpatient Center) *</b>		
Treatment of Severe Behavior	850	8,000
Pediatric Feeding Disorders	850	5,000
Early Intervention for Autism Spectrum Disorders	850	6,000
Recreational Therapy	850	6,000
Occupational Therapy	850	3,000
Physical Therapy	850	3,000
Speech Language Pathology	250	3,000
ETR Infusion Center	850	4,000
Psychology (biofeedback, neuropsych, academic intervention, pain management, etc.)	250	3,000
Adaptive Technologies	250	7,000
<b>Shared Offices and Work Space</b>		
Faculty, Therapists, Staff, & Students	310	28,758

Faculty & Students (Research) *	251	11,247
<b>TOTALS</b>		177,657
<b>Gross SF</b>		215,882

*\*The existing building creates silos through segregating spaces by department/service, the proposed program is organized to create shared spaces between clinics and combines spaces for therapies. It also promotes the co-location of faculty, physician, therapist, staff and student offices. This shift in organization creates shared office areas to increase collaboration, allowing MMI to deliver a continuum of care across disciplines. NSF are grouped to reflect this strategy. Note that departmental and program boundaries are eliminated whenever possible, resulting in a new, dynamically scheduled Clinical Outpatient Center with diagnostic and multidisciplinary treatment rooms to promote clinical and translational research. The currently proposed clinical space allocations may undergo minor redistribution, as some of the projections are still preliminary.*

## 2) Basis for square footage/planning parameters

All spaces to be remodeled have been programmed using UNMC space standards and/or good architectural practice.

## 3) Square footage difference between existing and proposed areas (net and gross)

Description of Space	Space Use Code	Existing NSF	Replacement NSF	Difference NSF
<b>Facilities Education and Training (non-clinical)</b>				
Staff/Office Support Services	315	8,911	10,769	1,858
Conference Rooms   Classrooms	110	2,903	7,865	4,962
Core Grants	310	1,344	2,493	1,149
Lobby, Registration	880	1,237	3,000	1,763
IT	310	734	1,274	540
Education and Child Development	110	4,830	5,008	178
<b>Administration and Business</b>				
Administrative Offices	310	1,241	3,458	2,217
Business Office	310	586	1,014	428
<b>Community Care</b>				
Community Engagement   Media	310	648	806	158
Patient Information Office   Case Work	310	2,038	3,900	1,862
Family Resources	880	0	2,500	2,500
Therapeutic Indoor Pool	850	Legacy**	6,065	6,065
Indoor Playground and Gym*	850	Legacy**	3,500	3,500
Special Athletes Health Care Program*	250	0	5,000	5,000
<b>Outpatient Diagnostic &amp; Multidisciplinary Treatment Center (shared across all services)</b>				
Exam/treatment Rooms with sink	850	0	15,000	15,000

Exam/treatment Rooms without sink	250	0	10,000	10,000
Center for Integrated Autism Spectrum Disorders (low sensory zone)	850	0	8,000	8,000
<b>Legacy Clinical Services by Department**</b>				
Center for Autism Spectrum Disorders	850	7,884	0	-7,884
Clinical Genetics	850	2,688	0	-2,688
Developmental Pediatrics	850	3,244	0	-3,244
Pediatric Feeding Disorders	850	3,006	0	-3,006
Psychology	250	5,794	0	-5,794
Occupational Therapy	850	1,330	0	-1,330
Physical Therapy	850	6,295	0	-6,295
Recreational Therapy	850	6,519	0	-6,519
Speech Language Pathology	250	4,176	0	-4,176
<b>Specialty Services (with physical constraints outside the Outpatient Center) *</b>				
Treatment of Severe Behavior	850	0	8,000	8,000
Pediatric Feeding Disorders	850	0	5,000	5,000
Early Intervention for Autism Spectrum Disorders	850	0	6,000	6,000
Recreational Therapy	850	0	6,000	6,000
Occupational Therapy	850	0	3,000	3,000
Physical Therapy	850	0	3,000	3,000
Speech Language Pathology	250	0	3,000	3,000
ETR Infusion Center	850	0	4,000	4,000
Psychology (biofeedback, neuropsych, academic intervention, pain management, etc.)	250	0	3,000	3,000
Adaptive Technologies	250	0	7,000	7,000
<b>Shared Offices and Work Space*</b>				
Faculty, Therapists, Staff, & Students	310	11,482	28,758	17,276
Faculty & Students (Research)	251	2,355	11,247	8,892
<b>TOTALS NSF</b>		<b>79,245</b>	<b>177,657</b>	<b>98,412</b>
<b>Gross SF</b>		<b>98,851</b>	<b>215,882</b>	<b>117,031</b>

\* Note that due to reorganization of MMI the new services do not map well on the existing services: departmental boundaries are disappearing in the new treatment delivery model. The MMI replacement facility will be organized based on the principles of the “F-words of disability”: Function, Fitness, Fun, Family, Friends and Future. Thus, the new Outpatient Center does not belong to any department, it is dynamically scheduled.

\*\* Legacy Clinical Services are listed to represent existing departments only. This organization does not carry forward in the new model of delivery. The indoor therapeutic pool and indoor playground and gym are currently part of existing departments but moving forward will support a broader offering of community care.

### **C. Impact of the project on existing space**

#### **1) Reutilization and function(s)**

Existing MMI facility will not be reused. One program element in the existing facility is not being relocated, the Human Genetics Lab. Additionally Nebraska Medicine operates a lab in space leased from MMI. A separate long term project is underway to consider the Human Genetics Lab long term location which is not in the scope of this project. Additionally, it is intended that Nebraska Medicine will purchase the existing facility and land in as-is condition for their future use with an indefinite right of use for the Human Genetics Lab until such time as UNMC relocates it.

#### **2) Demolition: N/A**

#### **3) Renovation: N/A**

#### **4) Expansion: N/A**

### **7. Equipment Requirements**

#### **A. List of available equipment for reuse**

Minor equipment planned for reuse however majority of equipment is end of life and to be replaced as part of project

#### **B. Additional Equipment**

##### **1) Fixed equipment**

Minor equipment planned for reuse however majority of equipment is end of life and to be replaced as part of project

##### **2) Movable equipment**

Minor equipment planned for reuse however majority of equipment is end of life and to be replaced as part of project

##### **3) Special or technical equipment**

Minor equipment planned for reuse however majority of equipment is end of life and to be replaced as part of project

### **8. Special Design Considerations**

#### **A. Construction Type**

The existing purchased facility is a Type 2A construction and will remain unmodified.

#### **B. Heating and Cooling Systems**

Existing systems in the purchased facility will be renovated for this use with minor updates and controls systems improvements to meet UNMC design guidelines.

**C. Sustainability**

Building modifications will be designed to meet the basic requirements of the University of Nebraska Sustainable Design Policy.

**D. Life Safety/ADA**

The facility will be renovated in accordance with the International Codes 2012 Edition, all applicable NFPA 101-2000 code references and the 2010 ADA Standards for Accessible Design and the ICCI ANSI A117.1-2002 Accessibility Codes, and Title 156 of the Nebraska Administrative Code. Improvements include modifications required to maintain required exiting after plan modifications, restrooms and space modifications required for the ADA.

**E. Security**

Building security will be considered in the design of the building renovations including the installation of card access at desired locations, surveillance cameras and other physical security measures, both for access into the building and therapy spaces and elopement from said spaces, to be determined during the design process.

**F. Historic or architectural significance**

Not applicable

**G. Artwork**

The artwork budget is consistent with Board of Regents 1% for art policy.

**H. Phasing**

Construction phasing is anticipated to be minimal as construction and renovation will take place on and within an unoccupied building. Detailed phasing will be determined during the design process.

**I. Future expansion**

Site capacity at the purchased property exists to support long term expansion if needed through the reduction of surface parking.

**J. Other: N/A**

**9. Project Budget & Fiscal Impact**

**A. Cost Estimate Criteria**

**1) Identify recognized standards, comparisons and sources**

The programming architect developed the opinion of probable construction cost for this project with input from the construction community and consultation with an independent construction cost consultant. Cost estimates were normalized to the Omaha market area.

**2) Identify year and month on which estimates are made and inflation factor used**

The project cost estimate was prepared in March 2018. The cost estimate assumes a 4% annual inflation rate for the 22-month period from March 2018 to the midpoint of construction in December 2019.

**3) Gross and net square feet**

Existing Net Square Feet: 171,110  
Existing Gross Square Feet: 207,614  
Existing Building Efficiency: 82.4%

New Construction Net Square Feet: 6,547  
New Construction Gross Square Feet: 8,268

Total Building Net Square Feet: 177,657  
Total Building Gross Square Feet: 215,882  
Total Building Efficiency: 82.3%

**4) Project cost per net and gross square foot**

Cost/NSF: \$478.93  
Cost /GSF: \$394.13

**5) Construction cost per gross square foot**

Construction Cost/GSF: \$177.05



**B. Total project cost**

Construction	
General Construction	\$ 34,746,000
Fixed Equipment	\$ -
Site Utilities	\$ -
Construction Contingency	\$ 3,475,000
Total Construction Cost	\$ 38,221,000
Non-Construction	
Project Planning	\$ 100,000
Professional Consultant Fees	\$ 3,323,000
Professional In-house	\$ 1,052,000
Equipment - Movable	\$ 8,094,000
Equipment - Special & Technical	\$ 1,000,000
Building & Land Acquisition & Carrying Cost	\$ 30,436,000
Artwork	\$ 382,210
Other	\$ 574,000
Fundraising Expenses	\$ 450,000
Non-construction Contingency	\$ 1,453,000
Total Non-construction Cost	\$ 46,864,210
<b>Total Project Cost</b>	<b>\$ 85,085,210</b>

**C. Fiscal impact based on first full year of operations**

1) Estimated additional operational and maintenance costs per year: None

2) Estimated additional programmatic costs per year: We estimate that in the first three years we will need approximately \$1,000,000/year for program expansion, in years 4-5 this will be reduced to \$500,000. Beyond this, these programs will become mostly self-sustaining. These programmatic costs will be covered by MMI clinical revenue, institutional reserves and philanthropy. The expansions in other departments will be primarily clinical margin driven.

**10. Funding**

**A. Total funds required:**

\$85,085,210

**B. Project Funding Sources:**

State Funds – \$10,000,000 (from LB957)

MMI Clinical Revenue - \$5,000,000

UNMC Parking Fund - \$2,500,000

Private - \$67,585,210

### C. Fiscal year expenditures

Cash Flow	
FY 17/18	\$ 100,000
FY 18/19*	\$ 6,004,533
FY 19/20	\$ 78,980,677
*pending exact closing date could include \$30,000,000 additional in 18/19 instead of 19/20	

### 11. Timeline

Program Statement: June 2018  
Funding: July 2018  
Professional consultant(s) selection: August/September 2018  
Intermediate design documents: February 2019  
Receive bids for construction: June 2019  
Award of contract and start of construction: June 2019  
Completion of construction: June 2020  
Commissioning and move-in completed: July 2020

### 12. Higher Education Supplement

#### A. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1)  CCPE review is required.
- 2)  CCPE review is not required.

#### B. Method of Contracting

- 1) Identify method: Construction of the project will be bid with subsequent contract award to the low responsible bidder.
- 2) Provide rationale for method selection: Bidding conditions in the Omaha construction market are currently favorable, and are expected to yield the most favorable price at the time the project will be bid.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic Framework document.

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: June 5, 2018

## **INVESTING IN NEBRASKA'S FUTURE**

### **Strategic Planning Framework**

**2014-2016**

The University of Nebraska is a four-campus, public university which was created and exists today to serve Nebraskans through quality teaching, research, and outreach and engagement. We strive to be the best public university in the country as measured by the impact we have on our people and our state, and through them, the world. To do that, we must compete effectively with other institutions around the world for talented students and faculty. The future of Nebraska is closely tied to that of its only public university, and this framework guides university-wide and campus planning to help build and sustain a Nebraska that offers its citizens educational and economic opportunity and a high quality of life.

The framework consists of six overarching goals emphasizing access and affordability, quality academic programs, workforce and economic development, research growth, engagement with the state, and accountability. Each goal has a number of related objectives, strategies and accountability measures developed for Board and university-wide monitoring over a multi-year period. Companion documents include an implementation tool with metrics and the schedule for monitoring by the Board, as well as a dashboard reflecting progress.

The university's efforts will not be limited to these priorities, as we expect to be able to measure progress in other areas given the interrelatedness of the objectives, other priorities of the Board and the President, and the ongoing strategic planning efforts of the four campuses. Campus plans are consistent with this framework and operate within its broader goals. Each campus has established a set of quality indicators that provide a means to evaluate achievement and momentum related to its principal objectives.

1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.
  - a. The university will strive to increase affordability and ensure qualified students are not denied access based on economic circumstances.
    - i. Secure state funding sufficient to support access to high quality programs.*
    - ii. Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.*
    - iii. Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).*
  - b. Increase the percentage of Nebraska high school graduates (the state “college-going rate”) who enroll at and graduate from the university.
    - i. Increase enrollment, consistent with quality imperatives, to serve Nebraska’s goals for increased educational attainment.*
    - ii. Increase each campus’s undergraduate freshman-to-sophomore retention rate each year, with a goal of exceeding the average of its peer institutions.*
    - iii. Increase each campus’s undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.*
  - c. Increase the diversity of those who enroll at and graduate from the university, employing measures permitted by state and federal law.
    - i. Engage in partnerships with other higher education institutions, K-12, and the private sector to increase diversity of students who seek a post-secondary education, employing measures permitted by state and federal law.*
  - d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.
  - e. Promote adequate student preparation for success in higher education.
    - i. Engage in pilot programs with Nebraska high schools for development of high school academies in partnership with the university.*
    - ii. Provide timely and usable information to middle school students, parents, teachers and school administrators.*

- f. Promote ease of transfer to the university from other higher education institutions.
    - i. *Improve programs for transfer from community colleges, state colleges and other higher education institutions.*
  - g. Expand distance education programs, taking advantage of university-wide marketing and efficiencies and campus role and mission, strengths and entrepreneurship.
    - i. *The University will offer a variety of its academic programs by distance education through Online Worldwide in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.*
2. The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.
- a. Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity.
    - i. *To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.*
    - ii. *Develop and maintain programs to enhance work/life conditions of faculty and staff, including overall campus climate.*
    - iii. *Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.*
    - iv. *Increase support for professorships and named/distinguished chairs.*
  - b. Pursue excellence through focus on targeted programs in areas of importance to Nebraska where the university can be a regional, national and/or international leader (e.g. agriculture and natural resources, life sciences, information technology and architectural engineering).
    - i. *Programs of Excellence funding shall be increased when practicable and results of allocations shall be periodically reviewed for impact.*
    - ii. *Resource allocation shall take advantage of distinct campus roles and missions to achieve overall university goals.*
    - iii. *Campuses are encouraged to collaborate to achieve overall university goals.*
  - c. Provide opportunities for global engagement of faculty through international teaching, research and outreach exchanges, fellowships and collaborations.
    - i. *Increase faculty participation in Fulbright and related programs.*

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.
  - a. Work to stem and reverse the out-migration of graduates and knowledge workers.
  - b. Increase proportion of the most talented Nebraska high school students who attend the University of Nebraska.
    - i. *Increase enrollment of Nebraska students ranked in top 25% of their high school class.*
    - ii. *Increase support for merit-based scholarships.*
  - c. To attract talent to the state, increase the number of nonresident students who enroll at the university.
    - i. *Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.*
  - d. To adequately prepare students for the global economy, significantly increase opportunities for international study and engagement.
    - i. *Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to study abroad.*
    - ii. *Significantly increase the number of international undergraduates and graduates studying at the university.*
  - e. Encourage and facilitate the commercialization of research and technology to benefit Nebraska.
  - f. Develop and strengthen internship and service learning opportunities with business, education, government, military, and nonprofit organizations.
  - g. Engage in partnerships with government and the private sector to develop regional economic strength.
  - h. Pursue excellence in educational attainment aligned with the long-term interests of the state.
    - i. *Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas.*
    - ii. *Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.*

iii. *Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands.*

4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

a. Increase external support for research and scholarly activity.

i. *Increase federal support for instruction, research and development, and public service.*

ii. *Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.*

b. Increase undergraduate and graduate student participation in research and its application.

c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.

d. Improve the quantity and quality of research space through public and private support.

e. Focus resources on areas of strength in research where the university has the opportunity for regional, national and international leadership and in areas of strategic importance to the health and economic strength of Nebraska (e.g. agriculture and life sciences; natural resources, especially water; prevention and cure of diseases such as cancer; and early childhood education).

i. *Invest resources through the Nebraska Research Initiative, Programs of Excellence and other sources to build capacity and excellence in research.*

5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.

a. Support economic growth, health and quality of life through policy initiatives consistent with university mission.

b. Recognize and reward faculty innovation and effectiveness in outreach and engagement.



- c. Support Nebraska's economic development.
  - i. Partner and collaborate with government and the private sector to attract, retain, and spur business development and economic opportunity.*
  - ii. Use university research and other resources to foster more effective relationships with the private sector.*
- d. Support entrepreneurship education, training and outreach.
- e. Collaborate with the public and private sectors to build successful regional, multistate, international linkages.
- f. Use university resources to engage Nebraskans outside cities where our major campuses are located.
  - i. Effectively use the Nebraska Rural Initiative and other university-wide and campus programs to develop excellence in supporting community development while creating quality economic opportunities throughout rural Nebraska.*
  - ii. Effectively use regional research and extension operations and statewide extension for engagement with the university.*

6. The University of Nebraska will be cost effective and accountable to the citizens of the state.

- a. Support the development of a sustainable university environment.
  - i. Build a comprehensive long-range capital facilities planning process and provide a six-year capital construction plan, updated quarterly.*
  - ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*
  - iii. Campuses shall pursue energy efficiency.*
  - iv. Campuses shall promote through policies and scheduling effective utilization of university facilities.*
- b. Maintain a safe environment for students, faculty, staff and visitors.
  - i. Develop and regularly monitor fire safety plans and procedures.*
  - ii. Collaborate with state and local government in disaster planning.*
  - iii. Develop and test campus plans for emergencies and disasters.*

- c. Allocate resources in an efficient and effective manner.
  - i. *Use best practices in procurement and construction and other business engagement.*
  - ii. *Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.*
  - iii. *Develop and report on matrix of business health indicators, including university debt.*
- d. Maximize and leverage non-state support.
  - i. *Promote entrepreneurship and revenue-generating opportunities.*
  - ii. *Collaborate with the University of Nebraska Foundation to secure private support for university priorities.*
- e. Create and report performance and accountability measures.
- f. Maximize potential of information technology to support the university's activities.
- g. Provide accurate and transparent information to the public about college costs and student learning and success outcomes.
  - i. *Participate in the Student Achievement Measure (SAM) program.*
  - ii. *Participate in the National Survey of Student Engagement.*
  - iii. *Monitor student achievements on licensing and professional examinations.*
  - iv. *Participate and measure effectiveness of national pilot projects on learning assessment with the goal of adopting university measurements.*
- h. Implement awareness and education programs to assist all students in management of personal financial matters.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: University of Nebraska Strategic Framework Accountability Measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the strategic accountability measures.

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: June 5, 2018

## INVESTING IN NEBRASKA’S FUTURE

### Strategic Planning Framework 2014-2016 Accountability Measures

**1. State Funding (1-a-i)**

*Secure state funding sufficient to support access to high quality programs*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2017-18	To be developed as part of the 2017-19 biennial budget request planning process.	June 2017	Business
FY 2018-19	To be developed as part of the 2017-19 biennial budget request planning process.	June 2018	Business

**2. Tuition (1-a-ii)**

*Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2017-18	To be developed as part of the 2017-19 biennial budget request planning process.	June 2017	Business
FY 2018-19	To be developed as part of the 2017-19 biennial budget request planning process.	June 2018	Business

**3. Need-based Financial Aid (1-a-iii)**

*Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2018	Academic

4. **Enrollment (1-b-i)**

*Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	<ul style="list-style-type: none"> <li>UNL increase enrollment 3.0%</li> <li>UNO increase enrollment 4.0%</li> <li>UNK &amp; UNMC increase enrollment over previous year</li> </ul>	Dec. 2017	Academic
Fall 2018	<ul style="list-style-type: none"> <li>UNL increase enrollment 2.9%</li> <li>UNO increase enrollment 4.5%</li> <li>UNK &amp; UNMC increase enrollment over previous year</li> </ul>	Dec. 2018	Academic

5. **Graduation Rates (1-b-iii)**

*Increase each campus's undergraduate six-year graduate rate, with a goal of exceeding the average of its peer institutions.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2015-16 Academic Year	<ol style="list-style-type: none"> <li>Each campus will maintain or reach the average six-year graduation rate of its peers</li> <li>All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee</li> </ol>	Jan. 2018	Academic

6. **Faculty Merit Compensation (2-a-i)**

*To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2017-18	<ol style="list-style-type: none"> <li>All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	June 2018	Business

7. **Faculty Diversity (2-a-iii)**

*Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	<ol style="list-style-type: none"> <li>Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	Jan. 2018	Academic

8. **Nebraska Top 25% (3-b-i)**  
*Increase enrollment of Nebraska students ranked in top 25% of their high school class.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater.	Dec. 2017	Academic
Fall 2018	Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater.	Dec. 2018	Academic

9. **Merit-based Scholarships (3-b-ii)**  
*Increase support for merit-based scholarships.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2018	Academic

10. **Nonresident Student Enrollment (3-c-i)**  
*Increase enrollment of nonresident undergraduate students at UNL, UNO, and UNK.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	Increase the number of domestic nonresident undergraduate students by 1.5% annually.	Dec. 2017	Academic
Fall 2018	Increase the number of domestic nonresident undergraduate students by 1.5% annually.	Dec. 2018	Academic

11. **Workforce Development (3-h-i and 3-h-iii)**  
*Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas. (3-h-i) Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands. (3-h-iii)*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	TBD	March 2018	Academic

12. **Research (4-a-i)**  
*Increase federal support for instruction, research and development, and public service.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2018	Academic

13. **Entrepreneurship (5-d)**

*Support entrepreneurship education, training, and outreach.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2017	<p>Increase over previous year. Evaluate and modify annual targets as appropriate.</p> <ol style="list-style-type: none"> <li>1) Entrepreneurship education               <ol style="list-style-type: none"> <li>a) Entrepreneurship student credit hours</li> <li>b) Number of entrepreneurship students</li> </ol> </li> <li>2) Entrepreneurship outreach               <ol style="list-style-type: none"> <li>a) Attendees at seminars provided</li> <li>b) Website visits</li> </ol> </li> <li>3) Business creation               <ol style="list-style-type: none"> <li>a) NU-affiliated companies formed</li> <li>b) NU licensing activity                   <ol style="list-style-type: none"> <li>i) Patents disclosed</li> <li>ii) Patents filed</li> <li>iii) Patents awarded</li> </ol> </li> </ol> </li> <li>4) Business support               <ol style="list-style-type: none"> <li>a) Clients served</li> <li>b) Average investment</li> <li>c) Average sales increase</li> <li>d) Total jobs created</li> <li>e) Total jobs saved</li> </ol> </li> </ol>	March 2018	Academic

14. **LB 605 (6-a-ii)**

*Implement the second phase of LB 605 to repair, renovate, and/or replace specific university facilities.*

\*A capstone report on LB 605 was presented to the Board of Regents in January 2011.

15. **Business Process Efficiencies (6-c-ii)**

*Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative, and business process efficiencies and effectiveness.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2017 Calendar Year	<ol style="list-style-type: none"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa1 rating; exceed 1.15 coverage</li> <li>4) Capital: Report on Capital Queue</li> <li>5) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> </ol>	<ol style="list-style-type: none"> <li>1) June 2018</li> <li>2) January 2018</li> <li>3) January 2018</li> <li>4) Quarterly</li> <li>5) June 2018</li> </ol>	Business

16. **Student Learning Assessment (6-g)**

*Provide accurate and transparent information to the public about college costs and student learning and success outcomes.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.	August 2018	Academic

17. **Global Engagement - Study Abroad (3-d-i)**

*Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to student aboard.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2016-17	By 2019-20, the number of students who have studied abroad will reach 1,780, an increase of 50% over the number in 2011-12.	August 2018	Academic

*Metric was revised in January 2015 by the Academic Affairs committee with the consent of the incoming chair.*

18. **Global Engagement - International Student Recruitment (3-d-ii)**

*Significantly increase the number of international undergraduates and graduates studying at the university.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Dec. 2017	Academic
Fall 2018	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Dec. 2018	Academic

*Base academic year in the metric was corrected from 2009-10 to 2010-11 in November 2013; the number of students was unchanged.*



19. **Distance Education (1-g-i)**

*The University will offer a variety of its academic programs by distance education through University of Nebraska Online in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.*

<b>Reporting Period</b>	<b>Accountability Measure</b>	<b>Report Date</b>	<b>Reporting Committee</b>
Academic Year 2016-17	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Dec. 2017	Academic
Academic Year 2017-18	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Dec. 2018	Academic

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: University of Nebraska calendar for establishing and reporting  
accountability measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is a calendar for establishing and reporting accountability  
measures.

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: June 12, 2018

## Strategic Framework Accountability Measure Reporting and Update Calendar

Revised for June 28, 2018 meeting

<u>Board Meeting Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>
June 1, 2018	Research [4-a-i]	State Funding [1-a-i] Tuition [1-a-ii] Faculty Merit Compensation [2-a-i] Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue, Human Resources)</i>
August 3, 2018	Student Learning Assessment [6-g] Study Abroad [3-d-i]	None
October 3, 2018	UNK campus visit with discussion of campus strategic plan and performance indicators.	
December 4, 2018	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii] Distance Education [1-g-i]	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: University of Nebraska Strategic Dashboard Indicators

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic Framework Indicators.

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: June 5, 2018

## University of Nebraska Strategic Dashboard Indicators (Updated as of March 29, 2018)

State Funding Change (1.a.i) FY2017-18		Tuition Change (1.a.ii) FY 2017-18		Enrollment Change (1.b.i) Fall 2017		Retention (1.b.i) Fall 2017		Need-Based Aid (1.a.iii) FY2016-17		
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	
State funding and cost mgmt.= moderate and predictable tuition	-2.2%	State funding and cost mgmt.= moderate and predictable tuition	5.4% 2017-18 3.2% 2018-19	UNL= 3.0% increase UNO= 4.0% increase UNK= increase UNMC= increase	+0.7% +0.7% -2.1% +1.2%	80% retention rate	80.6%	Raise at least \$9 million in private funds	Raised \$15.7 million	
Women Faculty (2.a.iii) Fall 2016		Minority Faculty (2.a.iii) Fall 2016		Top 25% Enrollment (3.b.i) Fall 2017		Nonresident Students (3.c.i) Fall 2017		Merit-Based Aid (3.b.ii) FY2016-17		
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	
Increase over 2015	2016=37.14% 2015=36.78%	Increase over 2015	2016=21.78% 2015=21.39%	Increase to 50%	49.3%	Increase 1.5% over 2016	+2.1%	Raise at least \$9 million in private funds	Raised \$34.1 million	
Study Abroad (3.d.i) AY2015-16		International Students (3.d.ii) Fall 2017		Distance Education (3.g.i) Fall 2016		Six-Year Graduation Rate (1.b.iii) AY2014-15				
Target	Outcome	Target	Outcome	Target	Outcome	Campus	Target	Outcome		
50% increase over 2011-12 number by 2019-20	7.55% increase over prior year	Double base of 3,018 students by 2019-20	3.4% increase over prior year (4,488)	Resident and nonresident growth above public four-year national average	Resident =+15.8% Nonresident =-0.5%	UNL UNO UNK UNMC	Maintain or show progress toward reaching the average six-year graduation rate of peers Not applicable	2016= -6.3% 2015= -6.1% 2016= -1.5% 2015= +3.0% 2016= +5.3% 2015= +4.1%	Not Applicable	

**LEGEND:**



Target Met or Exceeded









Progress Toward Target



Target Not Met

## University of Nebraska Strategic Dashboard Indicators (Updated as of March 29, 2018)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2015-16						Faculty Salaries (2.a.i) FY2016-17			
	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>
	UNL	3.4%	-1.92%		UNMC	0.99%		UNL	2017= -5.2% 2016= -4.2%
							UNMC	Significant progress toward exceeding midpoint of peers	2017= -5.7% 2016= -6.1%
							UNO		*
							UNK		*

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	<b>Four-Year Graduation Guarantee (1.b.iii) AY2014-15</b>	All prospective and current undergraduate students are informed about the University's four-year graduation guarantee.	All campuses have posted information about the four-year graduation guarantee on their websites and also have a link to four-year graduation guarantee information on the UNCA website.
	<b>Faculty Salaries (2.a.1) Fall 2017</b>	Award all salary increases, to the extent possible, on the basis of merit.	Faculty salaries at UNL and UNMC may be based/granted entirely on merit, while faculty salaries at UNO and UNK are negotiated through the collective bargaining process and therefore the amount and method of distribution at UNO and UNK must be determined by agreement.
	<b>Entrepreneurship (5.d) 2017</b>	Increase over FY 2014 baseline data for: 1) Entrepreneurship coursework hours 2) Entrepreneurship number of students 3) Entrepreneurship seminar attendees 4) Entrepreneurship website visits 5) NU-affiliated companies formed 6) NU Licensing activity 7) Business support-clients served 8) Business support-client investments 9) Business support-sales increases 10) Business support-jobs created 11) Business support-jobs saved	1) 2016=10,943; 2017=10,319 2) 2016=3,692; 2017=3,451 3) 2016=11,642; 2017=13,242 4) 2016=189,723; 2017=111,098 5) 2016=31; 2017=63 6) 2016=178; 2017=211 (patents filed), 2016=60; 2017=95 (patents awarded) 7) 2016=8,756; 2017=9,952 8) 2016=\$343,578; 2017=\$222,895 9) 2016=\$458,142; 2017=\$275,947 10) 2016=994; 2017=714 11) 2016=644; 2017=548

**LEGEND:**



Target Met or Exceeded









Progress Toward Target



Target Not Met

## University of Nebraska Strategic Dashboard Indicators (Updated as of March 29, 2018)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	<b>Workforce Development</b> (3.h.i and 3.h.iii) Fall 2017	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	Faculty and state agency research has been reviewed. The University of Nebraska continues to monitor relevant faculty and agency research to identify emerging workforce opportunities and trends in the state.
	<b>Student Learning Assessment</b> (6.g) Fall 2016	<ol style="list-style-type: none"> <li>1. Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	<p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is generally above average for all campuses.</p> <p>Campuses are taking a variety of approaches to participation in pilot programs designed to measure learning outcomes, including exploring processes for assessing general studies requirements and past participation in the administration of the College Assessment of Academic Proficiency (CAAP).</p>
	<b>Business Process Efficiencies</b> (6.c.ii)		
	<b>Short Term Cash Investments</b> January 2017	Exceed average of similar fund types.	The 2015 return on the State's Operating Investment Pool (1.5%) exceeded the benchmark value of 1.3%.
	<b>Endowments</b> December 2017	Exceed average of similar fund types.	Fund N endowments gained 13.9% for the year ending June 30, 2017, while similar funds gained an average of 13.2% over the same period.
	<b>Debt</b> December 2017	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating maintained at Aa1 and exceeded 1.15 coverage.
	<b>Human Resources</b> June 2017	Meet midpoint of peers in faculty and staff salaries.	Faculty salaries at UNL and UNMC are below the midpoint of peers for 2017*.

**Notes:**

\*UNO and UNK salaries are governed by collective bargaining.

**LEGEND:**



TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Board of Regents agenda items related to the University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: The current version of the framework appears as an information item at each Board of Regents meeting.  
  
April 2005 – The Board of Regents began development of the University of Nebraska “Strategic Framework – Accountability Measures” document.

EXPLANATION: Attached is an explanation of the agenda items that are aligned with the strategic goals of the Board of Regents’ Strategic Framework.

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: June 12, 2018



Alignment of University's Strategic Goals with Board of Regents Agenda Items  
June 28, 2018

- 1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate, and professional education.**
  - Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of program review reports to the NCCPE
  - Approve the establishment of a quasi-endowment from the Virginia Long Maples Revocable Trust to establish the “Stanley D. Long Student Fund” at the University of Nebraska Medical Center
  - Approve the request to create the Master of Science degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney
  - Approve the request to establish the Department of Cyber Systems and merge the Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology; and the dissolution of the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney
  - Approve the request to merge the College of Fine Arts and Humanities and the College of Natural and Social Sciences to form the College of Arts and Sciences at the University of Nebraska at Kearney
  - Approve the request to create the Bachelor of Fine Arts in Emerging Media Arts in the Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln
  - Approve the request to create the Master of Arts in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at the University of Nebraska at Omaha and the Department of Psychology in the Munroe-Meyer Institute at the University of Nebraska Medical Center
  - Approve the request to create the Master of Science in Biomechanics in the Department of Biomechanics in the College of Education at the University of Nebraska at Omaha
  - Approve the 2018-19 University Program and Facilities Fee (UPFF) Fund B allocations
  - Report on laboratory, student, and miscellaneous fees for 2018-2019
  - Report on spring 2018 enrollment
  - Report on revisions to the University of Nebraska Graduate College Governance Document
  - Strategic Framework report on State Funding and Tuition Accountability Measures
  
- 2. The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
  - Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of program review reports to the NCCPE
  - Approve the request to create the Master of Science degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney
  - Approve the request to establish the Department of Cyber Systems and merge the Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology; and the dissolution of the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney

- Approve the request to move the Interior Design Program from the recently-renamed Department of Family Studies to the Department of Industrial Technology in the College of Business and Technology at the University of Nebraska at Kearney
- Approve the request to create the Bachelor of Fine Arts in Emerging Media Arts in the Johnny Carson School of Theatre and Film in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln
- Approve the request to create the Master of Arts in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at the University of Nebraska at Omaha and the Department of Psychology in the Munroe-Meyer Institute at the University of Nebraska Medical Center
- Approve the request to consolidate the Master of Arts and Master of Science degrees in Counseling into the Master of Science in Counseling with thesis and non-thesis options in the Department of Counseling in the College of Education at the University of Nebraska at Omaha
- Approve the request to create the Master of Science in Biomechanics in the Department of Biomechanics in the College of Education at the University of Nebraska at Omaha
- Quarterly personnel report
- Report on renaming the Department of Family Studies and Interior Design to the Department of Family Studies in the College of Business and Technology at the University of Nebraska at Kearney
- Report on expedited approval of the Business in Health Administration (BHA) graduate certificate in the College of Business Administration at the University of Nebraska at Omaha
- Report on expedited approval of the Kodaly graduate certificate in the School of Music at the University of Nebraska at Omaha
- Report on the renaming of the Bachelor of Science in Biotechnology to the Bachelor of Science in Molecular and Biomedical Biology in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha
- Report on revisions to the University of Nebraska Graduate College Governance Document

**3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector, and other educational institutions.**

- Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of program review reports to the NCCPE
- Approve the request to create the Master of Science degree in Long-Term Care Management to be administered by the Office of Health Science Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney
- Approve the request to establish the Department of Cyber Systems and merge the Information Technology-related programs into the Department of Cyber Systems in the College of Business and Technology; and the dissolution of the Department of Computer Science and Information Technology in the College of Natural and Social Sciences at the University of Nebraska at Kearney
- Approve the request to create the Master of Arts in Applied Behavior Analysis offered jointly by the Department of Psychology in the College of Arts and Sciences at the University of Nebraska at Omaha and the Department of Psychology in the Munroe-Meyer Institute at the University of Nebraska Medical Center
- Approve a scope change and budget increase for the Early Childhood Education Center to be constructed at the University of Nebraska at Kearney
- Report on expedited approval of the Business in Health Administration (BHA) graduate certificate in the College of Business Administration at the University of Nebraska at Omaha

- 4. The University of Nebraska will pursue excellence and regional, national, and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.**
  - Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of program review reports to the NCCPE
  - Approve the purchase of a Multiphoton Microscope at the University of Nebraska Medical Center
  - Approve the purchase and installation of a new MRI for the University of Nebraska Medical Center
  - Approve the purchase of a consolidated Dental Clinical Information System at the University of Nebraska Medical Center
  - Approve the request to establish the Center of Excellence in Pancreatic Cancer administered by the College of Medicine at the University of Nebraska Medical Center
  - Approve a contract with Bolero Information Systems, LLC to continue research administration software maintenance and enhancements for the University of Nebraska-Lincoln, University of Nebraska at Kearney, and University of Nebraska at Omaha; and to develop a replacement single instance for all campuses of the University of Nebraska
  - Approve program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement in existing building purchased at 6902 Pine Street for the University of Nebraska Medical Center
  - Strategic Framework report on Research
  - Report on National Disaster Medical System Contract at the University of Nebraska Medical Center
  
- 5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.**
  - Approve an amendment to the Nebraska Pediatric Practice, Inc. members agreement with the University of Nebraska Medical Center
  - Approve a scope change and budget increase for the Early Childhood Education Center to be constructed at the University of Nebraska at Kearney
  - Approve increase in budget for the Global Center for Advanced Interprofessional Learning to build a three-story lighted iconic art decorative screen wall prominently located at the main entrance to the University of Nebraska Medical Center
  - Approve program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement in existing building purchased at 6902 Pine Street for the University of Nebraska Medical Center
  
- 6. The University of Nebraska will be cost effective and accountable to the citizens of the state.**
  - Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of program review reports to the NCCPE
  - Approve amendments to RP-5.9 of the *Policies of the Board of Regents* related to student fees
  - Approve amendments to RP-6.2.1 of the *Policies of the Board of Regents*, Purchasing Policy, to comply with Federal Uniform Guidance related to procurement
  - Approve the purchase of licenses and leasing of hardware
  - Approve the Agency Agreement for Management and Investment of Endowments within the University of Nebraska Trust Fund between the Board of Regents of the University of Nebraska and the University of Nebraska Foundation for management and investment of funds in the University of Nebraska Trust Fund

- Approve renaming the former College of Business Administration Building to the “Louise Pound Hall” at the University of Nebraska-Lincoln
- Approve the establishment of a quasi-endowment from the Sandra Johnson Estate to create the “Oscar, Elizabeth, and Sandra Johnson Fund” at the University of Nebraska-Lincoln
- Approve the appointment of Robert Wilhelm as a member of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2018; the reappointment of Tom Henning, Dana Bradford, and Hank Bounds as members of the “Class A” Directors of NICDC for three-year terms effective July 1, 2018; and the appointment of the Executive Vice Chancellor and Chief Academic Officer of the University of Nebraska-Lincoln as an ex-officio, non-voting member of the NICDC Board of Directors effective July 1, 2018
- Approve the purchase of a Multiphoton Microscope at the University of Nebraska Medical Center
- Approve the purchase and installation of a Siemens Magetom 3T MRI for research at the University of Nebraska Medical Center
- Approve the purchase of a consolidated Dental Clinical Information System at the University of Nebraska Medical Center
- Approve the establishment of a quasi-endowment from the Virginia Long Maples Revocable Trust to establish the “Stanley D. Long Student Fund” at the University of Nebraska Medical Center
- Approve an amendment to the Nebraska Pediatric Practice, Inc. members agreement with the University of Nebraska Medical Center
- Approve the restated contract of employment for Hank M. Bounds as President of the University of Nebraska, extending the term of the contract to June 30, 2023, effective July 1, 2018
- Approve the request to merge the College of Fine Arts and Humanities and the College of Natural and Social Sciences to form the College of Arts and Sciences at the University of Nebraska at Kearney
- Approve the request to eliminate the Associate of Arts degree in Fire Protection Technology in the Durham School of Architectural Engineering and Construction in the College of Engineering at the University of Nebraska-Lincoln
- Approve the 2018-19 University Program and Facilities Fee (UPFF) Fund B allocations
- Approve UMR, a UnitedHealthcare company as the third party administrator for the University of Nebraska’s medical plan; approve Ameritas as the third party administrator for the University of Nebraska’s dental plan; and approve Employers Health Coalition/CVS Health as the third party administrator for the University of Nebraska’s pharmacy plan
- Approve the University of Nebraska’s FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska’s Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105th Legislature, 2nd Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s)
- Approve the Nebraska College of Technical Agriculture’s FY 2018-19 Operating Budget. Reappropriate with the State of Nebraska’s Department of Administrative Services any unexpended balances existing on June 30, 2018 that are committed to be spent in FY 2018-19. In order to meaningfully address a budget shortfall and appropriately sustain operations, the President is authorized to implement tuition increases, effective for the Spring 2019 semester, should a portion of the State approved (105th Legislature, 2nd Session) appropriation designated for the University be withheld from its regularly scheduled payment; provided that any such

tuition increases shall not, in the aggregate, produce projected revenue in excess of the aggregate projected reduction in the State approved and appropriated payment(s)

- Approve a contract with Bolero Information Systems, LLC to continue research administration software maintenance and enhancements for the University of Nebraska-Lincoln, University of Nebraska at Kearney, and University of Nebraska at Omaha; and to develop a replacement single instance for all campuses of the University of Nebraska
- Approve a contract with Cenergistic to provide consultant services for the Occupant Behavior Energy Conservation Program at the University of Nebraska
- Approve a scope change and budget increase for the Early Childhood Education Center to be constructed at the University of Nebraska at Kearney
- Authorize the President in consultation with the Executive Committee of the Board to approve terms and conditions to complete the purchase of real estate at 807 West 25<sup>th</sup> Street, Kearney, NE
- Approve a budget increase for the Loop Road Renovation at the University of Nebraska-Lincoln
- Approve increase in budget for the Global Center for Advanced Interprofessional Learning to build a three-story lighted iconic art decorative screen wall prominently located at the main entrance to the University of Nebraska Medical Center
- Approve a scope change and budget increase for the Wittson Hall Renovation Project to create the Heritage Center at the University of Nebraska Medical Center
- Approve program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement in existing building purchased at 6902 Pine Street for the University of Nebraska Medical Center
- Approve or accept various regular reports including:
  - Report on bids and contracts
  - Quarterly report on gifts, grants, contracts, and bequests
  - Quarterly report on status of capital construction projects
  - Semi-annual report on licenses
  - Status report on six-year capital plan
- Intermediate Design Reports for:
  - Johnny Carson Center for Emerging Media Arts at the University of Nebraska-Lincoln
  - Gymnastics Training Facility at the University of Nebraska-Lincoln
- Strategic Framework report on State Funding and Tuition Accountability Measures
- Report on National Disaster Medical System Contract at the University of Nebraska Medical Center
- Reports on namings of :
  - Room S-109 in the College of Law's Marvin and Virginia Schmid Clinic Building, "The Berkshire Family Interview Room" at the University of Nebraska-Lincoln
  - Gallery at the Sheldon Museum of Arts the "Sarah Pearson Campbell Gallery" at the University of Nebraska-Lincoln
  - Selected research space within the Suzanne and Walter Scott Research Tower the "Robert S. Holmes Collaborative Center" at the University of Nebraska Medical Center
  - Early Childhood Education Center the "LaVonne Kopecky Plambeck Early Childhood Education Center" at the University of Nebraska at Kearney

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Personnel Reports

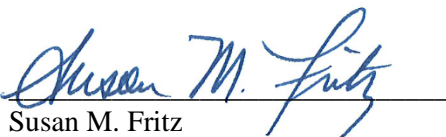
RECOMMENDED ACTION: Report

PREVIOUS ACTION: On December 10, 1994, the Board of Regents amended Section 3.2 of the *Bylaws of the Board of Regents* to delegate to the President, or administrative officers designated by the President, authority to make appointments in the Academic-Administrative staff to faculty positions and to administrative positions below the rank of Dean and equivalent ranks. Executive Memorandum No. 13 subsequently delegated authority to the Chancellors to make Academic-Administrative appointments below the level of Dean. Such appointments at the rank of assistant professor or above are required by the *Bylaws of the Board of Regents* to be reported to the Board after each quarter and maintained on file as a public record in the Office of the Corporation Secretary.

EXPLANATION: A series of reports of campus personnel actions approved by each Chancellor during the 1st quarter of 2018 is attached.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 31, 2018

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA AT KEARNEY**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Brownfield, Lindsay	Calvin T. Ryan Library	Assistant Professor, Reference and Instruction Librarian	Specific Term	2/1/2018		68,000 FY	1.00
Fryda, Megan	Academic Resources	Director	Special	1/1/2018		81,119 FY	1.00
Neal, Lisa	Institutional Research	Director	Special	1/1/2018		81,119 FY	1.00
Saleem, Muhammed	Biology	Assistant Professor	Specific Term	1/1/2018		55,000 AY	1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Casey, Jason	Institutional Effectiveness and Analytics	Director	Special	1/15/2018		127,750 FY	1.00
Davison, Matthew	Athletics	Associate Athletic Director, Football	Special	3/1/2018		209,000 FY	1.00
Deng, Leimin	Electrical and Computer Engineering	Research Assistant Professor	Special	2/1/2018	5/15/2020	85,000 FY	1.00
Herman, Michael	School of Biological Sciences	Director	Special	1/1/2018		105,600 AY	0.60
		Professor	Continuous	1/1/2018		64,000 AY	0.40
Ibrahimasic, Emira	Global Studies	Assistant Professor of Practice	Special	1/1/2018	5/15/2020	50,000 AY	1.00
Johnson, Jacob	Student Affairs	Assistant Vice Chancellor	Special	1/22/2018		115,000 FY	1.00
Kang, Tony	School of Accountancy	Associate Professor	Continuous	1/2/2018		260,000 AY	1.00
Kiewra, Christine	Child Youth and Family Studies	Assistant Professor of Practice	Special	1/2/2018	5/15/2020	57,000 AY	1.00
Lambrecht, Gerrod	Athletics	Football Chief of Staff and Associate Athletic Director	Special	3/1/2018		375,000 FY	1.00
Perdikaris, Sophia	Anthropology	Chairperson	Special	1/1/2018		88,440 AY	0.60
		Professor	Continuous	1/1/2018		53,600 AY	0.40



**PERSONNEL REPORT**  
**1/1/2019 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Rasmussen, Heather	Nutrition and Health Sciences	Assistant Professor	Specific Term	1/1/2018		75,000 AY	1.00
Savage, Cary	Center for Brain Biology and Behavior	Director	Special	1/1/2018		204,100 AY	1.00
		Chancellor's Professorship	Special	1/1/2018	5/13/2022	15,000 AY	0.00
Witte, Amanda Lynn	Nebraska Center for Research on Children, Youth, Families and Schools	Research Assistant Professor	Special	3/8/2018	6/30/2019	68,000 FY	1.00
Zavala, Rebecca	Research	Assistant Vice Chancellor	Special	1/5/2018		175,000 FY	1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Arnold, Justin	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	2/1/2018		65,000 FY	1.00
Cue, Kathleen	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	3/1/2018		59,200 FY	1.00
Eskenson, Michael	West Central Research and Extension Center	Assistant Extension Educator	Special	3/19/2018		52,250 FY	1.00
Fomenko, Dmitri	Food Science and Technology	Research Assistant Professor	Special	1/5/2018		60,000 FY	1.00
Kaiser, Michael	Agronomy and Horticulture	Assistant Professor	Specific Term	1/1/2018		82,000 AY	1.00
Mantonya, Kurt	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	3/1/2018		67,500 FY	1.00
Merrick, Elena	West Central Research and Extension Center	Assistant Extension Educator	Special	2/5/2018		50,000 FY	1.00
Morgan, Mariah	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/16/2018		54,000 FY	1.00
Nacke, Beth	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	2/15/2018		53,700 FY	1.00
Park, Dongjin	Food Science and Technology	Assistant Professor of Practice	Special	1/1/2018		92,500 FY	1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Weigle, Jason	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		65,000 FY	1.00
Woolsoncroft, Mariah	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/15/2018		55,000 FY	1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Al-Kadhimi, Zaid	Internal Medicine	Associate Professor	Health Prof	3/1/2018	6/30/2019	50,000	FY 1.00
Berkheim, David	University Dental Associates	Executive Director	Special	1/2/2018		105,000	FY 1.00
Boyle, Shawna	Surgery	Assistant Professor	Health Prof	1/1/2018	6/30/2020	55,000	FY 1.00
Brouwer, Andrew	Internal Medicine	Assistant Professor	Special	2/1/2018		45,000	FY 1.00
Cardoso Genaro De Mattos, Thiago	Munroe-Meyer Institute, Administration	Research Assistant Professor	Special	1/10/2018		60,000	FY 1.00
Carroll, Regina	Munroe-Meyer Institute, Psychology	Associate Professor	Special	1/1/2018		86,000	FY 1.00
Cohen, Marlene	College of Nursing-Omaha Division	Professor	Special	1/17/2018		44,417	FY 0.25
Emerson, Margaret	College of Nursing-Omaha Division	Assistant Professor	Special	1/2/2018		20,300	FY 0.20
Gibert, Jennifer	Internal Medicine	Assistant Professor	Special	2/1/2018		22,500	FY 0.50
Gonzalez Garcia, Zoe	Pediatrics	Assistant Professor	Health Prof	1/15/2018	6/30/2019	45,000	FY 1.00
Gumina, Richard	Internal Medicine	Associate Professor	Health Prof	1/1/2018	6/30/2019	50,000	FY 1.00
Hansen, Bethany	Munroe-Meyer Institute, Center for Pediatric Feeding Disorders	Assistant Professor	Special	1/22/2018		80,000	FY 1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Hansen, Jay	Growth and Development	Assistant Professor	Health Prof	2/1/2018	6/30/2021	120,000	FY	1.00
		Co-Director, Genetic Practice Residency (Stipend)	Special	2/1/2018		6,000	FY	0.00
Houfek, Julia Fisco	College of Nursing-Omaha Division	Professor	Special	2/1/2018		29,920	FY	0.20
Lowndes, Bethany	Neurological Sciences	Assistant Professor	Health Prof	3/19/2018	6/30/2019	45,000	FY	1.00
		Research Scientist (Stipend)	Special	3/19/2018		68,500	FY	0.00
Pedavally, Swetha	Neurological Sciences	Assistant Professor	Special	1/1/2018		50,000	FY	0.60
Saksena, Yun	Adult Restorative Dentistry Dental Administration	Associate Professor	Health Prof	1/2/2018	6/30/2021	130,000	FY	1.00
		Associate Dean for Education (Stipend)	Special	1/2/2018		75,000	FY	1.00
Santarpia, Joshua	Pathology and Microbiology	Associate Professor	Health Prof	3/26/2018	6/30/2019	70,000	FY	1.00
		Research Scientist (Stipend)	Special	3/26/2018		107,000	FY	0.00
	National Strategic Research Institute	Director (Stipend)	Special	3/26/2018		50,000	FY	0.00
Vogel, Jeffrey	Radiology	Associate Professor	Special	2/1/2018		45,000	FY	1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA AT OMAHA**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
More, James	Physics	Associate Professor	Continuous	1/2/2018		73,000 AY	1.00
		Haddix Community Chair in	Special	1/2/2018	8/31/2018	22,500 AY	0.00
		Physical Science (Stipend)					

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN NCTA**

<b>NEW APPOINTMENTS</b>							
<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Moreland, Darcy	Nebraska College of Technical Agriculture	Assistant Professor	Special	1/2/2018		62,000 AY	1.00

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA AT KEARNEY**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Mocarski, Richard	Sponsored Programs and Research Development	Assistant Vice Chancellor	Special	1/1/2018		135,000	FY 1.00
		Director	Special		12/31/2017	85,938	FY 1.00
<sup>1</sup> Shakouri Hassanabadi, Mahmoud	Industrial Technology	Assistant Professor	Specific Term	1/1/2018		75,506	AY 1.00
		Assistant Professor	Specific Term		12/31/2017	74,090	AY 1.00

<sup>1</sup> Increase consistent with UNK collective bargaining agreement and receipt of PhD per letter of offer.

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
2 Asgarpoor, Sohrab	College of Engineering	Interim Associate Dean (Includes stipend)	Special	3/1/2018	8/13/2018	144,243	AY	1.00
		Interim Associate Dean (Includes stipend)	Special		2/28/2018	138,493	AY	1.00
Bahe, Lindsey	Interior Design	Associate Professor	Continuous			76,596	AY	0.90
		Associate Professor	Continuous			76,596	AY	0.90
		Program Director (Includes stipend)	Special	1/1/2018		8,500	AY	0.10
		Interim Program Director (Includes stipend)	Special		12/31/2017	8,500	AY	0.10
Bartelt-Hunt, Shannon	Civil Engineering, Omaha	Professor	Continuous	2/1/2018		58,694	AY	0.50
		Professor	Continuous		1/31/2018	117,388	AY	1.00
	Graduate Studies	Interim Associate Dean (Includes stipend)	Special	2/1/2018	12/31/2020	64,563	AY	0.50
		N/A	N/A			0	AY	0.00
Foster, Charlesette	Student Affairs	Assistant to the Vice Chancellor	Special	2/1/2018		100,000	FY	1.00
		Interim Assistant to Vice Chancellor	Special		1/31/2018	81,480	FY	1.00

2 Equity increase

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Goddard, Stephen	Research	Interim Vice Chancellor for Research and Economic Development (Includes stipend)	Special	1/1/2018		326,400	FY 1.00
		Interim Vice Chancellor for Research and Economic Development (Includes stipend)	Special		12/31/2017	326,400	FY 1.00
	College of Engineering	College Professorship	Special			10,000	FY 0.00
		College Professorship	Special			10,000	FY 0.00
Gonzalez-Allende, Iker	Modern Languages and Literatures	Associate Professor	Continuous			68,722	AY 1.00
		Associate Professor	Continuous			68,722	AY 1.00
	Leland J. and Dorothy H. Olson Professorship	Leland J. and Dorothy H. Olson Professorship	Special	1/1/2018	5/12/2023	5,000	AY 0.00
		N/A	N/A			0	AY 0.00
Hansen, Tamiko	Institutional Equity and Compliance	Assistant to the Chancellor (Includes stipend)	Special	2/1/2018		183,538	FY 1.00
		Assistant to the Chancellor	Special		1/31/2018	147,538	FY 1.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Hayden-Roy, Priscilla	Modern Languages and Literatures	Professor	Continuous			88,663 AY	1.00
		Professor	Continuous			88,663 AY	1.00
	Anthropology	N/A	N/A	3/1/2018		0	0.00
		Interim Chairperson (Includes stipend)	Special		2/28/2018	5,320 AY	0.00
Hoistad, Mark	Architecture	Professor	Continuous			121,463 AY	1.00
		Professor	Continuous			121,463 AY	1.00
	Landscape Architecture Program	Interim Director (Stipend)	Special	2/1/2018	5/31/2019	5,000 AY	0.00
		N/A	N/A			0 AY	0.00
Hong, Miyoung	Interior Design	Assistant Professor	Specific Term			65,000 AY	1.00
		Assistant Professor	Specific Term			65,000 AY	1.00
	College of Architecture	Bachman Professorship	Special	2/1/2018	8/18/2019	10,000 AY	0.00
		N/A	N/A			0 AY	0.00
Maerlender, Arthur	Center for Brain Biology and Behavior	Research Associate Professor	Special	1/3/2018	12/31/2018	42,665 FY	0.25
		Research Associate Professor	Special		1/2/2018	170,661 FY	1.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Marron, Mary	Office of the Executive Vice Chancellor	Coordinator	Special	1/20/2018	8/12/2018	224,473	FY 1.00
		Dean (Includes stipend)	Special		1/19/2018	209,473	FY 1.00
	College of Journalism and Mass Communications	N/A	N/A	1/20/2018		0	FY 0.00
		Roper Dean's Future Fund Professorship	Special		1/19/2018	15,000	FY 0.00
<sup>3</sup> Meier, Nathan	Research	Assistant Vice Chancellor (Includes stipend)	Continuous	1/5/2018	7/31/2018	182,880	FY 1.00
		Assistant Vice Chancellor	Continuous		1/4/2018	166,260	FY 1.00
Messersmith, Jake	Management	Associate Professor	Continuous	3/1/2018		102,122	AY 0.60
		Associate Professor	Continuous		2/28/2018	170,204	AY 1.00
		Executive Director of Graduate Programs (Includes stipend)	Special	3/1/2018	5/10/2019	85,102	AY 0.40
		Executive Director of Graduate Programs (Stipend)	Special		2/28/2018	17,020	AY 0.00

<sup>3</sup> Stipend ends July 31, 2018

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
Molfese, Victoria	Child, Youth and Family Studies	Professor	Continuous	1/1/2018		158,120 AY	1.00	
		Professor	Continuous		12/31/2017	79,060 AY	0.50	
		Chancellor's Professorship	Special			15,000 AY	0.00	
		Chancellor's Professorship	Special			15,000 AY	0.00	
	College of Education and Human Sciences	N/A	N/A		1/1/2018		0 AY	0.00
		Interim Associate Dean	Special			12/31/2017	79,060 AY	0.50
Norby, Monica	Research	Assistant Vice Chancellor (Includes stipend)	Special	1/5/2018	3/31/2018	204,417 FY	1.00	
		Assistant Vice Chancellor	Special		1/4/2018	185,829 FY	1.00	
Olson, Kristen	Sociology	Associate Professor	Continuous			88,411 AY	1.00	
		Associate Professor	Continuous			88,411 AY	1.00	
		Leland J. and Dorothy H. Olson Professorship	Special	1/1/2018	5/12/2023	5,000 AY	0.00	
		N/A	N/A			0 AY	0.00	

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Osterman, John	School of Biological Sciences	Associate Professor	Continuous	1/1/2018		87,557 AY	1.00
		Associate Professor	Continuous		12/31/2017	35,023 AY	0.40
		N/A	N/A	1/1/2018		0 AY	0.00
		Interim Director (Includes stipend)	Special		12/31/2017	57,787 AY	0.60
<sup>4</sup> Paudel, Tula	Physics and Astronomy	Research Assistant Professor	Special	1/1/2018	12/31/2018	54,018 FY	1.00
		Research Assistant Professor	Special		12/31/2017	52,598 FY	1.00
<sup>5</sup> Psota, Eric	Electrical and Computer Engineering	Research Assistant Professor	Special	3/1/2018		80,000 AY	1.00
		Research Assistant Professor	Special		2/28/2018	71,612 AY	1.00
Radu, Petronela	Mathematics	Associate Professor	Continuous			86,800 AY	1.00
		Associate Professor	Continuous			86,800 AY	1.00
		Leland J. and Dorothy H. Olson Professorship	Special	3/1/2018	5/12/2023	5,000 AY	0.00
		N/A	N/A			0 AY	0.00

<sup>4</sup> Salary increase based on new letter of offer

<sup>5</sup> Retention salary increase

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Shell, Duane	Educational Psychology	Research Professor	Special	1/1/2018	9/30/2018	37,547 FY	0.2667
		Research Professor	Special		12/31/2017	51,625 FY	0.3667
Sohi, Ravipreet	Marketing	Director, Center for Professional Sales	Special			74,650 AY	0.35
		Director, Center for Professional Sales	Special			74,650 AY	0.35
		Chairperson	Special	1/1/2018	5/15/2020	74,650 AY	0.35
		Interim Chairperson	Special		12/31/2017	74,650 AY	0.35
		Professor	Continuous			63,986 AY	0.30
		Professor	Continuous			63,986 AY	0.30
Souto, Francisco	School of Art, Art History and Design	Director (Includes stipend)	Continuous	1/1/2018		115,277 FY	1.00
		Professor	Continuous		12/31/2017	81,888 AY	1.00
Struthers, Amy	College of Journalism and Mass Communications Advertising	Interim Dean (Includes stipend)	Special	1/20/2018		134,869 AY	1.00
		Professor	Continuous			93,369 AY	1.00
	Graduate Journalism	N/A	N/A	1/20/2018		0 AY	0.00
		Graduate Chair (Stipend)	Special		1/19/2018	5,000 AY	0.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
Swearer, Susan	Educational Psychology	Professor	Continuous	1/1/2018		57,247 AY	0.50	
		Professor	Continuous		12/31/2017	114,494 AY	1.00	
		Cather Professorship	Special			5,000 AY	0.00	
		Cather Professorship	Special			5,000 AY	0.00	
	Office of the Executive Vice Chancellor	Coordinator (Includes stipend)	Special	1/1/2018	5/10/2019	62,972 FY	0.50	
		N/A	N/A			0 FY	0.00	
Thomas, Julie	College of Education and Human Sciences	Interim Associate Dean (Includes stipend)	Special	1/1/2018		79,813 AY	0.70	
		N/A	N/A			0 AY	0.00	
	Teaching, Learning and Teacher Education	Research Professor	Special	1/1/2018	5/16/2018	29,930 AY	0.30	
		Research Professor	Special		12/31/2017	99,766 AY	1.00	
	<sup>6</sup> Tytarenko, Olha	Modern Languages and Literatures	Assistant Professor of Practice	Special	1/1/2018	5/10/2019	44,820 AY	1.00
			Assistant Professor of Practice	Special		12/31/2017	44,310 AY	1.00

<sup>6</sup> Negotiated salary increase

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
Weber, Joseph	New-Editorial	Associate Professor	Continuous			89,042 AY	1.00	
		Associate Professor	Continuous			89,042 AY	1.00	
		Jerry and Karla Huse Professorship of News-Editorial	Special			20,000 AY	0.00	
		Jerry and Karla Huse Professorship of News-Editorial	Special			20,000 AY	0.00	
	Graduate Journalism	Chair (Stipend)	Special	3/1/2018		5,000 AY	0.00	
		N/A	N/A			0 AY	0.00	
	Wilson, Kim	Landscape Architecture Program	Professor (Includes stipend)	Continuous	2/1/2018		114,387 FY	0.66
			Professor	Continuous		1/31/2018	94,630 FY	0.63
N/A			N/A	2/1/2018		0 FY	0.00	
Director (Includes stipend)			Special		1/31/2018	19,757 FY	0.13	
Cooperative Extension Division		Professor	Continuous	2/1/2018		36,396 FY	0.34	
		Professor	Continuous		1/31/2018	36,396 FY	0.24	

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
7 Abts, Angela	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		65,701	FY	1.00
		Associate Extension Educator	Special		12/31/2017	59,901	FY	1.00
7 Arterburn, Jack	Panhandle Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		55,000	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	50,825	FY	1.00
7 Aufdenkamp, Brenda	West Central Research and Extension Center	Extension Educator	Special	1/1/2018		70,305	FY	1.00
		Extension Educator	Special		12/31/2017	69,108	FY	1.00
7 Averill, Bradley	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		55,750	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	52,868	FY	0.00
Azzam, Azzeddine	Agricultural Economics	Professor	Continuous			177,002	AY	1.00
		Professor	Continuous			177,002	AY	1.00
		Roy Frederick Professor of Agricultural Economics	Special	1/1/2018	12/31/2022	10,000	AY	0.00
		N/A	N/A			0	AY	0.00

7 Equity adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
8 Barrera Fuentes, Sandra	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		61,308	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	52,631	FY	1.00
Beckman, Ben	Eastern Nebraska Research and Extension Center Water Center	Assistant Extension Educator	Special	1/15/2018		55,000	FY	1.00
		Managerial/Professional	Other		1/14/2018	49,200	FY	1.00
8 Behnken, Tracy	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		43,032	FY	0.60
		Extension Educator	Special		12/31/2017	42,426	FY	0.60
8 Behrends, Donnia	Nutrition and Health Sciences	Associate Extension Educator	Special	1/1/2018		59,178	FY	0.90
		Associate Extension Educator	Special		12/31/2017	53,222	FY	0.90
8 Bennett, Bradley	Animal Science	Assistant Extension Educator	Special	1/1/2018		54,405	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	51,742	FY	1.00

8 Equity adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
9 Black, Karly	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		55,340 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,703 FY	1.00
9 Brison, Cindy	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		68,966 FY	1.00
		Extension Educator	Special		12/31/2017	66,472 FY	1.00
9 Burda, Megan	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,669 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,808 FY	1.00
9 Burr, Kathy	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		52,152 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	47,975 FY	1.00
9 Colgrove, Kayla	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		59,958 FY	1.00
		Associate Extension Educator	Special		12/31/2017	58,242 FY	1.00
9 Cook, Kimberly	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2018		62,106 FY	1.00
		Associate Extension Educator	Special		12/31/2017	56,440 FY	1.00
9 Equity adjustment							
		<i>Reflects new or ongoing appointment</i>					
		<i>Un-shaded reflects old appointment</i>					

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
10 Crandall, Julie	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		52,448	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	47,261	FY	1.00
Elsen, Kerry	West Central Research and Extension Center	Assistant Extension Educator	Special	3/30/2018		55,600	FY	1.00
		Managerial/Professional	Other		3/29/2018	43,107	FY	1.00
10 Epp, Jennifer	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,310	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,339	FY	1.00
10 Fenton, Ann	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		75,766	FY	1.00
		Extension Educator	Special		12/31/2017	72,900	FY	1.00
10 Fenton, Melissa	4-H and Youth Development	Assistant Extension Educator	Special	1/1/2018		51,751	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	47,448	FY	1.00
10 Frecks, Nancy	West Central Research and Extension Center	Extension Educator	Special	1/1/2018		70,451	FY	1.00
		Extension Educator	Special		12/31/2017	68,072	FY	1.00
10 Equity adjustment								
	<i>Reflects new or ongoing appointment</i>							
	<i>Un-shaded reflects old appointment</i>							

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Fulginiti, Lilyan	Agricultural Economics	Professor	Continuous			145,771 AY	1.00
		Professor	Continuous			145,771 AY	1.00
		Roy Frederick Professor of Agricultural Economics	Special	1/1/2018	12/31/2022	10,000 AY	0.00
		N/A	N/A			0 AY	0.00
11 Goedeken, Jill	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,496 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	51,155 FY	1.00
11 Goffena, Jamie	Panhandle Research and Extension Center	Extension Educator	Special	1/1/2018		74,723 FY	1.00
		Extension Educator	Special		12/31/2017	68,382 FY	1.00
11 Gratopp, Emily	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		56,118 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,735 FY	1.00
11 Gremm, Leah	Panhandle Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,735 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	50,977 FY	1.00
11 Equity adjustment							
		<i>Reflects new or ongoing appointment</i>					
		<i>Un-shaded reflects old appointment</i>					

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
12 Hansen, Jennifer	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		59,887	FY	1.00
		Associate Extension Educator	Special		12/31/2017	54,609	FY	1.00
12 Harris-Broomfield, Susan	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,686	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	53,419	FY	1.00
12 Hartline, Morgan	Nutrition and Health Sciences	Assistant Extension Educator	Special	1/1/2018		55,128	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,768	FY	1.00
12 Havlovic, Alyssa	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		57,336	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,840	FY	1.00
12 Heemstra, Jill	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		71,690	FY	1.00
		Extension Educator	Special		12/31/2017	69,607	FY	1.00

12 Equity adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
13 Hinrichs, Kayla	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		70,156	FY	1.00
		Extension Educator	Special		12/31/2017	68,845	FY	1.00
13 Houska, Kristen	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		56,037	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	50,500	FY	1.00
Irmak, Suat	Biological Systems Engineering	Professor	Continuous			152,449	FY	1.00
		Professor	Continuous			152,449	FY	1.00
		Harold W. Eberhard Distinguished Professor	Special	1/1/2018	12/31/2023	15,000	FY	0.00
		Harold W. Eberhard Distinguished Professor	Special		12/31/2018	15,000	FY	0.00
13 Johnston, Bethany	Panhandle Research and Extension Center	Extension Educator	Special	1/1/2018		53,824	FY	0.80
		Extension Educator	Special		12/31/2017	51,793	FY	0.80
13 Jones, Jessica	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		59,790	FY	1.00
		Associate Extension Educator	Special		12/31/2017	53,175	FY	1.00
13 Equity adjustment								
		<i>Reflects new or ongoing appointment</i>						
		<i>Un-shaded reflects old appointment</i>						



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Kaslon, Lisa	Eastern Nebraska Research and Extension Center	Extension Educator	Special	2/1/2018	8/10/2027	46,609	FY	0.50
		Extension Educator	Special		1/31/2018	93,218	FY	1.00
		Assistant Director Intern and District 4-H Youth Coordinator (Includes stipend)	Special	2/1/2018	1/31/2020	51,270	FY	0.50
		N/A	N/A			0	FY	0.00
<sup>14</sup> Kennedy, Kaytlyn	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,199	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,653	FY	1.00
<sup>14</sup> Killinger, Elizabeth	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2018		63,427	FY	1.00
		Associate Extension Educator	Special		12/31/2017	58,490	FY	1.00
<sup>14</sup> Kreifels, Brett	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		50,656	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,500	FY	1.00
<sup>14</sup> Kreikemeier, Julia	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		52,346	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,449	FY	1.00
<sup>14</sup> Equity adjustment								
		<i>Reflects new or ongoing appointment</i>						
		<i>Un-shaded reflects old appointment</i>						

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
15 Kuenning, Deborah	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2018		47,239	FY	0.80
		Associate Extension Educator	Special		12/31/2017	46,001	FY	0.80
15 Laborie, Erin	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		55,668	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	50,931	FY	1.00
15 Leimer, Allison	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		54,494	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	50,750	FY	1.00
15 Losey, Audra	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		37,815	FY	0.60
		Associate Extension Educator	Special		12/31/2017	32,871	FY	0.60
Mabie, David	Biological Systems Engineering	Assistant Professor of Practice	Special	1/1/2018	12/31/2020	58,937	FY	1.00
		Assistant Professor of Practice	Special		12/31/2017	58,937	FY	1.00
15 Manning, Leanne	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		74,268	FY	1.00
		Extension Educator	Special		12/31/2017	70,062	FY	1.00

15 Equity adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
16 Milius, Jacie	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		53,466 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,989 FY	1.00
16 Mueller, Ashley	Cooperative Extension Division	Assistant Extension Educator	Special	1/1/2018		58,900 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	55,275 FY	1.00
16 Murray, Chandra	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		59,735 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	50,835 FY	1.00
16 Nixon, Jennifer	Panhandle Research and Extension Center	Extension Educator	Special	1/1/2018		72,578 FY	1.00
		Extension Educator	Special		12/31/2017	70,300 FY	1.00
16 Ohnesorg, Wayne	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		63,427 FY	1.00
		Associate Extension Educator	Special		12/31/2017	57,635 FY	1.00
16 Onwiler, Philip	4-H Youth and Development	Assistant Extension Educator	Special	1/1/2018		51,706 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,228 FY	1.00
16 Equity adjustment							
		<i>Reflects new or ongoing appointment</i>					
		<i>Un-shaded reflects old appointment</i>					

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
17 Paisley, Sarah	Panhandle Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		53,972	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	51,054	FY	1.00
17 Pearman, Susan	Panhandle Research and Extension Center	Associate Extension Educator	Special	1/1/2018		63,175	FY	1.00
		Associate Extension Educator	Special		12/31/2017	56,019	FY	1.00
17 Pesek, Darci	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		60,584	FY	1.00
		Associate Extension Educator	Special		12/31/2017	53,776	FY	1.00
17 Peterson, Amy	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		77,124	FY	1.00
		Extension Educator	Special		12/31/2017	76,470	FY	1.00
17 Pieskac, Katelyn	4-H Youth and Development	Assistant Extension Educator	Special	1/1/2018		55,697	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	47,800	FY	1.00

17 Equity adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
18 Porter, John	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		31,377	FY	0.50
		Assistant Extension Educator	Special		12/31/2017	27,741	FY	0.50
	Nebraska College Technical Agriculture	Assistant Extension Educator	Special	1/1/2018		31,377	FY	0.50
		Assistant Extension Educator	Special		12/31/2017	27,741	FY	0.50
18 Potthoff, Katherine	4-H Youth and Development	Assistant Extension Educator	Special	1/1/2018		57,006	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,897	FY	1.00
18 Prachell, Tracy	4-H Youth and Development	Associate Extension Educator	Special	1/1/2018		62,372	FY	1.00
		Associate Extension Educator	Special		12/31/2017	59,350	FY	1.00
18 Roberts, Sarah	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		55,850	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,347	FY	1.00
18 Saner, Randy	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2018		80,819	FY	1.00
		Associate Extension Educator	Special		12/31/2017	74,391	FY	1.00
18 Equity adjustment								
		<i>Reflects new or ongoing appointment</i>						
		<i>Un-shaded reflects old appointment</i>						

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
19 Schneider-Miller, Carrie	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		69,258 FY	1.00
		Extension Educator	Special		12/31/2017	67,544 FY	1.00
19 Sehi, Natalie	Nutrition and Health Sciences	Associate Extension Educator	Special	1/1/2018		58,691 FY	0.90
		Associate Extension Educator	Special		12/31/2017	56,859 FY	0.90
Sharpe, Blayne	Global Engagement College of Agricultural Sciences and Natural Resources	Director	Special	1/8/2018		92,500 FY	1.00
		Managerial/Professional	Other		1/7/2018	65,048 FY	1.00
19 Sherry, Hallie	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		84,772 FY	1.00
		Extension Educator	Special		12/31/2017	78,095 FY	1.00
19 Stitt, Shelly	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		52,862 FY	1.00
		Assistant Extension Educator	Special		12/31/2017	49,044 FY	1.00
19 Stone, Gary	Panhandle Research and Extension Center	Associate Extension Educator	Special	1/1/2018		63,948 FY	1.00
		Associate Extension Educator	Special		12/31/2017	54,548 FY	1.00
19 Equity adjustment							
		<i>Reflects new or ongoing appointment</i>					
		<i>Un-shaded reflects old appointment</i>					

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
20 Stoner, Nichole	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		57,445	FY	1.00
		Associate Extension Educator	Special		12/31/2017	52,994	FY	1.00
20 Stuhr, Tammy	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2018		58,652	FY	1.00
		Associate Extension Educator	Special		12/31/2017	55,134	FY	1.00
20 Ulmer, Kristen	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		55,000	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	53,758	FY	1.00
20 Valentine, Dagen	4-H Youth and Development	Assistant Extension Educator	Special	1/1/2018		50,936	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,720	FY	1.00
20 VanDeWalle, Brandy	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		66,398	FY	1.00
		Extension Educator	Special		12/31/2017	63,659	FY	1.00
VanWormer, Elizabeth	Veterinary and Biomedical Sciences	Assistant Professor	Specific Term	1/1/2018		107,000	FY	1.00
		Assistant Professor of Practice	Special		12/31/2017	81,219	FY	1.00
20 Equity adjustment								
		<i>Reflects new or ongoing appointment</i>						
		<i>Un-shaded reflects old appointment</i>						

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
21 Vonderohe, Ruth	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		71,040	FY	1.00
		Extension Educator	Special		12/31/2017	68,483	FY	1.00
21 Welte, Carroll	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		77,096	FY	1.00
		Extension Educator	Special		12/31/2017	74,636	FY	1.00
21 Werth, LaDonna	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2018		76,672	FY	1.00
		Extension Educator	Special		12/31/2017	74,073	FY	1.00
21 Wielenga, Vanessa	Nutrition and Health Sciences	Assistant Extension Educator	Special	1/1/2018		55,131	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	48,768	FY	1.00
21 Williams, Tyler	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2018		60,536	FY	1.00
		Assistant Extension Educator	Special		12/31/2017	58,509	FY	1.00

21 Equity adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Baldwin, Jeffrey	Pharmacy Practice	Professor	Special	1/1/2018		72,065	FY	0.50
		Professor	Continuous		12/31/2017	144,130	FY	1.00
<sup>22</sup> Bartenhagen, Lisa	Medical Imaging and Therapeutic Sciences	Associate Professor	Health Prof			46,620	FY	0.49
		Associate Professor	Health Prof			46,620	FY	0.49
		Program Director	Special			48,516	FY	0.51
		Program Director	Special			48,516	FY	0.51
		Chairperson (Stipend)	Special	1/3/2018		7,500	FY	0.00
		Chairperson (Stipend)	Special		1/2/2018	5,000	FY	0.00
Bavitz, J. Bruce	Surgical Specialties	Professor	Continuous			68,480	FY	0.40
		Professor	Continuous			68,480	FY	0.40
		Chairperson (Includes stipend)	Special			111,539	FY	0.60
		Chairperson (Includes stipend)	Special			111,539	FY	0.60
	University Dental Associates	N/A	N/A	1/1/2018		0	FY	0.00
		Co-Director (Stipend)	Special		12/31/2017	21,333	FY	0.00

<sup>22</sup> Increased Responsibilities

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Becker, Betsy	Physical Therapy Education	Assistant Professor	Health Prof			90,557	FY	1.00
		Assistant Professor	Health Prof			90,557	FY	1.00
		Associate Director	Special	3/1/2018		5,000	FY	0.00
		N/A	N/A			0	FY	0.00
Berg, Teresa Grace	Obstetrics and Gynecology	Associate Professor	Health Prof			137,329	FY	1.00
		Associate Professor	Health Prof			137,329	FY	1.00
		McGoogan Professor of Obstetrics and Gynecology	Special	1/1/2018	12/31/2022	0	FY	0.00
		McGoogan Professor of Obstetrics and Gynecology	Special		12/31/2017	0	FY	0.00
<sup>23</sup> Britigan, Bradley	College of Medicine	Dean (Includes stipend)	Special	1/1/2018		358,251	FY	0.85
		Dean (Includes stipend)	Special		12/31/2017	351,210	FY	0.85
		Stokes-Shackelford Chair of Infectious Diseases	Special			51,283	FY	0.15
		Stokes-Shackelford Chair of Infectious Diseases	Special			51,283	FY	0.15
	Internal Medicine	Professor	Continuous			0	FY	0.00
		Professor	Continuous			0	FY	0.00

<sup>23</sup> Deferred Annual Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Brown, David	Oral Biology	Professor	Special	1/8/2018		87,580	FY 0.50
		Professor	Continuous		1/7/2018	17,516	FY 0.10
		N/A	N/A	1/8/2018		0	FY 0.00
		Executive Associate Dean (Includes stipend)	Special		1/7/2018	187,603	FY 0.90
<sup>24</sup> Burt, Jennifer	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		83,423	FY 1.00
		Assistant Professor	Special		12/31/2017	80,423	FY 1.00
Carmines, Pamela	Graduate Studies	Executive Associate Dean (Includes stipend)	Special	1/1/2018		94,518	FY 0.50
		Assistant Dean, Engagement and Assessment (Includes stipend)	Special		12/31/2017	79,518	FY 0.50
	Cellular and Integrative Physiology	Professor	Continuous			74,018	FY 0.50
		Professor	Continuous			74,018	FY 0.50
		N/A	N/A	1/1/2018		0	FY 0.00
		Vice Chair, Graduate Education (Stipend)	Special		12/31/2017	2,000	FY 0.00

<sup>24</sup> Market adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
25 Chadwell, Mindy	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		71,340	FY	1.00
		Assistant Professor	Special		12/31/2017	68,340	FY	1.00
25 Clarke, Brandy	Munroe-Meyer Institute, Psychology	Assistant Professor	Health Prof	1/1/2018		81,604	FY	1.00
		Assistant Professor	Health Prof		12/31/2017	78,604	FY	1.00

25 Market Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>		
<sup>26</sup> Cowan, Kenneth	Eppley Institute	Director (Includes stipend)	Special	1/1/2018		330,716	FY	1.00		
		Director (Includes stipend)	Special		12/31/2017	324,944	FY	1.00		
		Eppley Professor of Oncology	Special			0	FY	0.00		
		Eppley Professor of Oncology	Special			0	FY	0.00		
		Robert F. and Myrna L. Krohn Chair in Cancer Research	Special			0	FY	0.00		
		Robert F. and Myrna L. Krohn Chair in Cancer Research	Special			0	FY	0.00		
		Fred and Pamela Buffett Cancer Center	Professor	Continuous			0	FY	0.00	
	Professor		Continuous			0	FY	0.00		
			Director (Stipend)	Special			5,000	FY	0.00	
			Director (Stipend)	Special			5,000	FY	0.00	
	Crump, Natalie		Internal Medicine	Assistant Professor	Special	1/1/2018		36,180	FY	0.90
				Assistant Professor	Special		12/31/2017	40,200	FY	1.00

<sup>26</sup> Deferred Annual Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
27 Davies, Herbert	Academic Affairs	Senior Vice Chancellor (Includes stipend)	Special	1/1/2018		218,715	FY 0.67	
		Senior Vice Chancellor (Includes stipend)	Special		12/31/2017	215,333	FY 0.67	
	Graduate Studies	Dean	Special	1/1/2018		102,800	FY 0.33	
		Dean	Special		12/31/2017	100,930	FY 0.33	
	Pediatrics	Professor	Continuous			0	FY 0.00	
		Professor	Continuous			0	FY 0.00	
Ellis, Cynthia	Munroe-Meyer Institute, Developmental Medicine	Professor	Special			189,668	FY 1.00	
		Professor	Special			189,668	FY 1.00	
	Coordinator	Special	1/1/2018		5,000	FY 0.00		
	N/A	N/A			0	FY 0.00		
	Pediatrics	Professor	Health Prof			0	FY 0.00	
		Professor	Health Prof			0	FY 0.00	
	Emerson, Margaret	College of Nursing, Omaha Division	Assistant Professor	Special	2/1/2018		101,500	FY 1.00
			Assistant Professor	Special		1/31/2018	20,300	FY 0.20

27 Deferred Annual Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Evans, Joseph	Munroe-Meyer Institute, Psychology	Professor	Special			169,271	FY	0.80
		Professor	Special			169,271	FY	0.80
		Coordinator (Stipend)	Special	1/1/2018	6/30/2018	10,000	FY	0.00
		N/A	N/A			0	FY	0.00
<sup>28</sup> Foster, Nancy	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		89,148	FY	1.00
		Assistant Professor	Special		12/31/2017	86,148	FY	1.00
<sup>29</sup> Freifeld, Alison	Internal Medicine	Professor	Special	1/1/2018		53,664	FY	0.60
		Professor	Special		12/31/2017	68,434	FY	0.70
	Epidemiology	Professor	Special	12/1/2017		14,770	FY	0.10
		N/A	N/A			0	FY	0.00
<sup>28</sup> Grennan, Allison	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		76,409	FY	1.00
		Assistant Professor	Special		12/31/2017	73,409	FY	1.00

<sup>28</sup> Market Adjustment

<sup>29</sup> College of Public Health is paying a portion of Dr. Freifeld's Internal Medicine salary due to her clinic work revenue.

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
30 Guthmiller, Janet	College of Dentistry	Dean (Includes stipend)	Special	1/1/2018		347,429	FY	1.00
		Dean (Includes stipend)	Special		12/31/2017	341,453	FY	1.00
	Surgical Specialties	Professor	Continuous			0	FY	0.00
		Professor	Continuous			0	FY	0.00
Hyde, Mia	Physician Assistant Education	Assistant Professor	Special			101,000	FY	1.00
		Assistant Professor	Special			101,000	FY	1.00
		Director of Clinical Development (Stipend)	Special	1/2/2018		5,000	FY	0.00
		N/A	N/A			0	FY	0.00
Hansen, Neil	Radiology	Assistant Professor	Special			96,861	FY	1.00
		Assistant Professor	Special			96,861	FY	1.00
		Jud W. Gurney Professor of Radiology	Special	1/1/2018	12/31/2022	0	FY	0.00
		N/A	N/A			0	FY	0.00
31 Hembree, Kristen	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		71,340	FY	1.00
		Assistant Professor	Special		12/31/2017	68,340	FY	1.00

30 Deferred Annual Adjustment

31 Market Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Hessler, Karen	College of Nursing, West Nebraska Division	Associate Professor	Special	1/2/2018		61,803	FY	0.80
		Associate Professor	Special			23,176	FY	0.30
<sup>32</sup> Higgins, William	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		74,474	FY	1.00
		Assistant Professor	Special		12/31/2017	71,474	FY	1.00
		Director, Autism Care for Toddlers Clinic	Special			5,000	FY	1.00
		Director, Autism Care for Toddlers Clinic	Special			5,000	FY	1.00
Horak, Shaun	Physician Assistant Education	Assistant Professor	Special			109,890	FY	1.00
		Assistant Professor	Special			109,890	FY	1.00
		Interim Director (Stipend)	Special	1/27/2018		15,000	FY	0.00
		N/A	N/A			0	FY	0.00

<sup>32</sup> Market adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Jenkins, James	Adult Restorative Dentistry	Assistant Professor	Health Prof			129,002	FY 1.00
		Assistant Professor	Health Prof			129,002	FY 1.00
	University Dental Associates	N/A	N/A	1/1/2018		0	FY 0.00
		Co-Director (Stipend)	Special		12/31/2017	21,333	FY 0.00
Kador, Peter	Pharmaceutical Sciences	Professor	Special	1/1/2018		38,484	FY 0.25
		Professor	Continuous		12/31/2017	153,935	FY 1.00
<sup>33</sup> Khan, Ali	Epidemiology	Professor	Health Prof	1/1/2018		230,416	FY 1.00
		Professor	Health Prof		12/31/2017	226,453	FY 1.00
	College of Public Health	Dean (Stipend)	Special	1/1/2018		117,013	FY 0.00
		Dean (Stipend)	Special		12/31/2017	115,000	FY 0.00
<sup>34</sup> Kharbanda, Kusum	Internal Medicine	Professor	Health Prof	2/1/2018		28,329	FY 0.27
		Professor	Health Prof		1/31/2018	17,837	FY 0.17

<sup>33</sup> Deferred Annual Adjustment

<sup>34</sup> Remaining salary defrayed by VA Nebraska -Western Iowa Healthcare System

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Kortepeter, Mark	Epidemiology	Professor	Special	3/1/2018		82,825	FY	0.37
		Professor	Special		2/28/2018	55,963	FY	0.25
<sup>35</sup> Kuhn, Brett	Munroe-Meyer Institute, Psychology	Professor	Health Prof	1/1/2018		114,603	FY	1.00
		Professor	Health Prof		12/31/2017	111,603	FY	1.00
<sup>35</sup> Kupzyk, Sara	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		76,433	FY	1.00
		Assistant Professor	Special		12/31/2017	73,433	FY	1.00
Kutty, Shelby	Pediatrics	Professor	Health Prof			95,230	FY	1.00
		Professor	Health Prof			95,230	FY	1.00
		Vice Chair for Faculty Development (Stipend)	Special			10,000	FY	0.00
		Vice Chair for Faculty Development (Stipend)	Special			10,000	FY	0.00
	College of Medicine	Assistant Dean for Research Development	Special	1/1/2018		0	FY	0.00
		N/A	N/A			0	FY	0.00

<sup>35</sup> Market Adjustment

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*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
LaGrange, Chad	Surgery	Associate Professor	Health Prof			89,110	FY	1.00
		Associate Professor	Health Prof			89,110	FY	1.00
		Division Chief (Stipend)	Special			25,000	FY	0.00
		Division Chief (Stipend)	Special			25,000	FY	0.00
		Malashock Chair of Urologic Surgery	Special	1/1/2018	12/31/2022	0	FY	0.00
		Malashock Chair of Urologic Surgery	Special		12/31/2017	0	FY	0.00
<sup>36</sup> Larsen, Jennifer	Research	Vice Chancellor	Special	1/1/2018		233,867	FY	0.90
		Vice Chancellor	Special		12/31/2017	229,840	FY	0.90
	Internal Medicine	Professor	Continuous	1/1/2018		68,471	FY	0.10
		Professor	Continuous		12/31/2017	67,286	FY	0.10
		Louise and Morton Degen Professor of Internal Medicine (Stipend)	Special	1/1/2018		12,041	FY	0.00
		Louise and Morton Degen Professor of Internal Medicine (Stipend)	Special		12/31/2017	11,846	FY	0.00

<sup>36</sup> Deferred Annual Adjustment

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*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Lisco, Steven	Anesthesiology	Professor	Continuous			245,074	FY	1.00
		Professor	Continuous			245,074	FY	1.00
		Chairperson (Stipend)	Special			10,000	FY	0.00
		Chairperson (Stipend)	Special			10,000	FY	0.00
		Myrna Newland, M.D. Professor of Anesthesiology	Special	1/1/2018	12/31/2022	0	FY	0.00
		N/A	N/A			0	FY	0.00
Liu, Howard	Psychiatry	Associate Professor	Special	2/19/2018		93,168	FY	1.00
		Associate Professor	Special		2/18/2018	65,217	FY	0.70
	Psychiatry	Chairperson (Stipend)	Special	2/19/2018		70,000	FY	0.00
	Academic Affairs	Assistant Vice Chancellor for Faculty Development (Includes stipend)	Special		2/18/2018	32,951	FY	0.30

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**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>	
Love, Linda	Academic Affairs	Director, Faculty Development (Includes stipend)	Special	2/19/2018		82,839	FY	0.88	
		Assistant Director, Faculty Development	Special		2/18/2018	77,839	FY	0.88	
	Psychiatry	Assistant Professor	Special			13,376	FY	0.12	
		Assistant Professor	Special			13,376	FY	0.12	
<sup>37</sup> Lowe, John-Martin	Environmental, Agricultural, and Occupational Health	Associate Professor	Health Prof	1/1/2018		120,000	FY	1.00	
		Associate Professor	Health Prof		12/31/2017	107,577	FY	1.00	
	Academic Affairs	Assistant Vice Chancellor, Interprofessional Health Security Training and Education (Stipend)	Special			10,000	FY	0.00	
		Assistant Vice Chancellor, Interprofessional Health Security Training and Education (Stipend)	Special			10,000	FY	0.00	
		College of Nursing, Omaha Division	Associate Professor	Special			108,528	FY	1.00
			Associate Professor	Special			108,528	FY	1.00
<sup>37</sup> Equity Increase	N/A	Coordinator, Master of Science in Nursing Program (Stipend)	Special	1/1/2018		1,500	FY	0.00	
		N/A	N/A			0	FY	0.00	
		<i>Shaded reflects new or ongoing appointment</i>							
<i>Un-shaded reflects old appointment</i>									

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Meier, Nancy	College of Nursing, West Nebraska Division	Assistant Professor	Special			72,000	FY 1.00
		Assistant Professor	Special			72,000	FY 1.00
		N/A	N/A	1/1/2018		0	FY 0.00
		Coordinator, Master of Science in Nursing Program (Stipend)	Special		12/31/2017	1,500	FY 0.00
<sup>38</sup> Menousek, Kathryn	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		77,483	FY 1.00
		Assistant Professor	Special		12/31/2017	74,483	FY 1.00
<sup>39</sup> Meyer, Kyle	College of Allied Health Professions	Dean (Includes stipend)	Special	1/1/2018		204,986	FY 0.79
		Dean (Includes stipend)	Special			200,681	FY 0.79
	Physical Therapy Education	Associate Professor	Continuous			45,319	FY 0.21
		Associate Professor	Continuous			45,319	FY 0.21

<sup>38</sup> Market Adjustment

<sup>39</sup> Deferred Annual Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
40 Mirnics, Karoly	Munroe-Meyer Institute	Director (Includes stipend)	Special	1/1/2018		279,055	FY	0.80
		Director (Includes stipend)	Special		12/31/2017	274,435	FY	0.80
		Hattie B. Munroe Endowed Professorship	Special	1/1/2018		56,720	FY	0.20
		Hattie B. Munroe Endowed Professorship	Special		12/31/2017	55,565	FY	0.20
	Psychiatry	Professor	Continuous			0	FY	0.00
		Professor	Continuous			0	FY	0.00
41 Morse, Megan	Munroe-Meyer Institute, Psychology	Clinical Assistant Professor	Special	1/1/2018		70,000	FY	1.00
		Clinical Assistant Professor	Special		12/31/2017	67,000	FY	1.00
40 O'Neil, Patricia	Allied Health Administration	Assistant Dean for Finance and Administration	Special	1/1/2018		111,166	FY	0.80
		Assistant Dean for Finance and Administration	Special		12/31/2017	107,976	FY	0.80

40 Deferred Annual Adjustment

41 Market Adjustment

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*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>	
Patterson, Andrew	Anesthesiology	Professor	Continuous			185,697	FY	1.00	
		Professor	Continuous			185,697	FY	1.00	
		Margaret Larson Professor of Anesthesiology	Special			0	FY	0.00	
		Margaret Larson Professor of Anesthesiology	Special			0	FY	0.00	
	Academic Affairs	N/A	N/A		1/1/2018		0	FY	0.00
		Associate Director, Interprofessional Academy of Educators	Special			12/31/2017	5,000	FY	0.00
	Payne, Jeffrey	Surgical Specialties	Professor	Continuous			165,705	FY	1.00
			Professor	Continuous			165,705	FY	1.00
F. Gene and Rosemary Dixon Endowed Chair in Dentistry (Stipend)			Special			25,000	FY	0.00	
F. Gene and Rosemary Dixon Endowed Chair in Dentistry (Stipend)			Special			25,000	FY	0.00	
University Dental Associates		N/A	N/A		1/1/2018		0	FY	0.00
		Co-Director (Stipend)	Special			12/31/2017	21,333	FY	0.00

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*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01-01-2018 - 03-31-2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Peterson-Layne, Cathleen	Anesthesiology	Professor	Health Prof			100,100	FY	1.00
		Professor	Health Prof			100,100	FY	1.00
		Dr. Gail Walling Yanney Professor of Anesthesiology	Special	1/1/2018	12/31/2022	0	FY	0.00
		N/A	N/A			0	FY	0.00
Pozehl, Bunny	College of Nursing, Omaha Division	Professor	Continuous			152,614	FY	1.00
		Professor	Continuous			152,614	FY	1.00
		Dorothy Hodges Olson Chair in Nursing (Stipend)	Special	1/1/2018	12/31/2022	5,000	FY	0.00
		N/A	N/A			0	FY	0.00
Reed, Jill	College of Nursing, Kearney Division	Assistant Professor	Special			75,549	FY	1.00
		Assistant Professor	Special			75,549	FY	1.00
		Interim Coordinator, Master of Science in Nursing (Stipend)	Special	1/1/2018		1,500	FY	0.00
		N/A	N/A			0	FY	0.00

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**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
42 Roberts, Holly	Munroe-Meyer Institute, Psychology	Associate Professor	Special	1/1/2018		93,359	FY	1.00
		Associate Professor	Special		12/31/2017	90,359	FY	1.00
Schmid, Kendra	Biostatistics	Professor	Continuous			137,076	FY	1.00
		Professor	Continuous			137,076	FY	1.00
		Interim Chairperson (Stipend)	Special			15,000	FY	0.00
		Interim Chairperson (Stipend)	Special			15,000	FY	0.00
	Graduate Studies	Assistant Dean (Stipend)	Special	1/1/2018		20,000	FY	0.00
		N/A	N/A			0	FY	0.00
Academic Affairs	Director, Campus-wide Assessment (Stipend)	Special	1/1/2018		5,000	FY	0.00	
	N/A	N/A			0	FY	0.00	
43 Sebastian, Juliann	College of Nursing	Dean (Includes stipend)	Special	1/1/2018		291,092	FY	1.00
		Dean (Includes stipend)	Special			286,086	FY	1.00
		Professor	Continuous			0	FY	0.00
		Professor	Continuous			0	FY	0.00

42 Market Adjustment

43 Deferred Annual Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
44 Shivaswamy, Vijay	Internal Medicine	Associate Professor	Health Prof	1/1/2018		34,358	FY	0.3750
		Associate Professor	Health Prof		12/31/2017	22,905	FY	0.25
45 Shriver, Mark	Munroe-Meyer Institute, Psychology	Professor	Continuous	1/1/2018		59,803	FY	0.50
		Professor	Continuous		12/31/2017	58,303	FY	0.50
		Associate Director of Education (Stipend)	Special			3,500	FY	0.00
		Associate Director of Education (Stipend)	Special			3,500	FY	0.00
		Professor	Special	1/1/2018		59,803	FY	0.50
		Professor	Special		12/31/2017	58,303	FY	0.50
45 Sikorski, Jonathon	Psychiatry	Assistant Professor	Special	2/1/2018		96,000	FY	1.00
		Assistant Professor	Special			86,488	FY	1.00

44 Remaining salary defrayed by VA Nebraska -Western Iowa Healthcare System.

45 Market Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>	
<sup>46</sup> Simonsen, Kari	Pediatrics	Associate Professor	Health Prof			82,446	FY	0.75	
		Associate Professor	Health Prof			109,728	FY	1.00	
		Vice Chair for Clinical and Academic Affairs (Stipend)	Special			10,000	FY	0.00	
		Vice Chair for Clinical and Academic Affairs (Stipend)	Special			10,000	FY	0.00	
		Director, Undergraduate Education (Stipend)	Special			10,000	FY	0.00	
		Director, Undergraduate Education (Stipend)	Special			10,000	FY	0.00	
	Academic Affairs	Assistant Vice Chancellor for Faculty Affairs (Includes stipend)	Special	1/1/2018		42,482	FY	0.25	
		N/A	N/A			0	FY	0.00	
	<sup>47</sup> Singh, Pankaj	Eppley Institute	Professor	Continuous	2/1/2018		165,148	FY	1.00
			Professor	Continuous		1/31/2018	140,148	FY	1.00
Coordinator, Metabolomics (Stipend)			Special			30,000	FY	0.00	
Coordinator, Metabolomics (Stipend)			Special			30,000	FY	0.00	

<sup>46</sup> Negotiated salary

<sup>47</sup> Market adjustment

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*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
48 Sjuts, Tara	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		73,048	FY	1.00
		Assistant Professor	Special		12/31/2017	70,048	FY	1.00
Smith, Shelley	Munroe-Meyer Institute, Developmental Neuroscience	Professor	Special	1/1/2018		178,082	FY	0.75
		Professor	Special		12/31/2017	237,443	FY	1.00
		Coordinator	Special	1/1/2018		5,000	FY	0.00
		Bruce A. Buehler Endowed	Special		12/31/2017	20,000	FY	0.00
	Pediatrics	Professor	Continuous			0	FY	0.00
		Professor	Continuous			0	FY	0.00

48 Market Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Sorrell, Michael	College of Medicine	Professor	Special	3/2/2018		29,282 FY	0.15
		Professor	Continuous		3/1/2018	195,212 FY	1.00
	Internal Medicine	UNMC Distinguished Chair of Internal Medicine (Stipend)	Special			25,000 FY	0.00
		UNMC Distinguished Chair of Internal Medicine (Stipend)	Special			25,000 FY	0.00
<sup>49</sup> Swindells, Susan	Internal Medicine	Professor	Continuous			95,451 FY	1.00
		Professor	Continuous			85,451 FY	0.95
		Terry K. Watanabe Distinguished Chair	Special			0 FY	0.00
		Terry K. Watanabe Distinguished Chair	Special			0 FY	0.00
	Academic Affairs	UNMC Ombudsperson (Stipend)	Special	3/1/2018		10,000 FY	0.00
		Director, Equity Office and UNMC Ombudsperson (Includes Stipend)	Special		2/28/2018	20,000 FY	0.05
<sup>50</sup> Teply, Benjamin	Internal Medicine	Assistant Professor	Health Prof	1/21/2018		28,125 FY	0.63
		Assistant Professor	Health Prof		1/20/2018	45,000 FY	1.00

<sup>49</sup> Professor salary includes redistribution of a portion of the Director, Equity Office stipend.

<sup>50</sup> Remaining salary defrayed by VA Nebraska -Western Iowa Healthcare System (discrepancy in salary due to rounding).

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
51 Turek, Joshua	Munroe-Meyer Institute, Psychology	Assistant Professor	Special	1/1/2018		71,173	FY	1.00
		Assistant Professor	Special		12/31/2017	68,173	FY	1.00
Twiss, Janice	College of Nursing, Omaha Division	Associate Professor	Special	1/1/2018		73,058	FY	0.60
		Associate Professor	Continuous		12/31/2017	121,763	FY	1.00
		Coordinator, Masters of Science in Nursing Program (Stipend)	Special			1,500	FY	0.00
		Coordinator, Masters of Science in Nursing Program (Stipend)	Special			1,500	FY	0.00
		Coordinator, Masters of Science in Nursing Program (Stipend)	Special			1,500	FY	0.00
51 Valleley, Rachel	Munroe-Meyer Institute, Psychology	Associate Professor	Special	1/1/2018		100,869	FY	1.00
		Associate Professor	Special		12/31/2017	97,869	FY	1.00
		Associate Director, Clinical Services and Outreach (Stipend)	Special			3,500	FY	0.00
		Associate Director, Clinical Services and Outreach (Stipend)	Special			3,500	FY	0.00

51 Market Adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Volkman, Kathleen	Physical Therapy Education	Associate Professor	Continuous			93,164 FY	1.00
		Associate Professor	Continuous			93,164 FY	1.00
		Associate Director (Stipend)	Special	3/1/2018		5,000 FY	0.00
		Associate Director (Stipend)	Special		2/28/2018	3,500 FY	0.00
Vose, Julie	Internal Medicine	Professor	Continuous			96,482 FY	1.00
		Professor	Continuous			96,482 FY	1.00
		Neumann M. and Mildred E. Harris Professor of Oncology (Stipend)	Special	1/1/2018	12/31/2022	50,034 FY	0.00
		Neumann M. and Mildred E. Harris Professor of Oncology (Stipend)	Special		12/31/2017	50,034 FY	0.00
Wengel, Steven	Psychiatry	Professor	Continuous	2/19/2018		234,774 FY	1.00
		Professor	Continuous		2/18/2018	93,856 FY	0.40
	Academic Affairs	Assistant Vice Chancellor for UNMC/ UNO Campus Wellness (Stipend)	Special	2/19/2018		17,500 FY	0.00
	Psychiatry	Chairperson (Includes stipend)	Special		2/18/2018	158,418 FY	0.60

*Shaded reflects new or ongoing appointment*  
*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2018 - 3/31/2018**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

Wheelock, Lisa	Radiology	Assistant Professor	Special	1/1/2018	23,489	FY	0.55
		Assistant Professor	Special	12/31/2017	27,760	FY	0.65
Wulf, Kathy	College of Nursing, Omaha Division	Assistant Professor	Special	1/1/2018	20,075	FY	0.20
		Assistant Professor	Special	12/31/2017	50,188	FY	0.50
		N/A	N/A	1/1/2018	0	FY	0.00
		Coordinator, Master of Science in Nursing Program (Stipend)	Special	12/31/2017	1,500	FY	0.00
Zetterman, Rowen	Academic Affairs	Associate Vice Chancellor (Includes stipend)	Special	1/1/2018	107,915	FY	0.50
		N/A	N/A		0	FY	0.00
		Director, Faculty Mentorship	Special	1/1/2018	43,958	FY	0.25
	Business and Finance	Director, Faculty Mentorship	N/A	12/31/2017	87,915	FY	0.50
		Associate Vice Chancellor for Planning	Special		43,915	FY	0.25
		Associate Vice Chancellor for Planning	Special		43,915	FY	0.25
		Internal Medicine	Professor	Special		0	FY
Professor	Special			0	FY	0.00	

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2018 - 03/31/2018**  
**UNIVERSITY OF NEBRASKA AT OMAHA**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Clinkinbeard, Samantha	School of Criminology and Criminal Justice	Associate Professor	Continuous			72,297 AY	1.00
		Associate Professor	Continuous			72,297 AY	1.00
		Coordinator, Omaha Undergraduate Program	Special	1/1/2018	5/10/2019	7,500 AY	0.00
		Coordinator, Omaha Undergraduate Program	Special		12/31/2017	5,000 AY	0.00
Ekwerekwu, Lindsey	Athletics, NCAA Compliance	Associate Athletic Director	Special	2/1/2018		74,991 FY	1.00
		Assistant Athletic Director	Special		1/31/2018	52,773 FY	1.00
<sup>52</sup> Rogan, Rodney	Athletics, Women's Basketball	Assistant Coach	Special	2/23/2018		53,500 FY	1.00
		Assistant Coach	Special		2/22/2018	50,960 FY	1.00

<sup>52</sup> Merit based salary increase

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2018 - 03/31/2018**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
53 Askren, Mark	University of Nebraska-Lincoln	Vice Chancellor for Information Technology and Chief Information Officer	Special	3/1/2018		192,500	FY	0.70
		Vice Chancellor for Information Technology and Chief Information Officer	Special		2/28/2018	178,123	FY	0.70
	University of Nebraska	Vice President for Information Technology	Special	3/1/2018		82,500	FY	0.30
	University of Nebraska-Lincoln	Vice Chancellor for Information Technology	Special		2/28/2018	77,000	FY	0.30
	Bakken, Philip	Office of the President	Special Assistant to the President	Special	1/20/2018		44,791	FY
Special Assistant to the President			Special		1/19/2018	67,791	FY	1.00
Vice President for Business and Finance		Interim Assistant Vice President for Budget and Fiscal Analysis	Special	1/20/2018		48,000	FY	0.40
		N/A	N/A			0	FY	0.00

53 Mid-year increase due to external market adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2018 - 03/31/2018**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
54 Currin, Bruce	University of Nebraska-Lincoln	Assistant Vice Chancellor for Human Resources	Special	3/1/20018		140,000	FY	0.70
		Assistant Vice Chancellor for Human Resources	Special		2/28/2018	131,004	FY	0.70
	University of Nebraska	Associate Vice President for Human Resources	Special	3/1/2018		60,000	FY	0.30
		Associate Vice President for Human Resources	Special		2/28/2018	56,144	FY	0.30
Gallagher, Kathleen	Buffett Early Childhood Institute	Director, Research and Evaluation	Special	1/1/2018		145,000	FY	1.00
		Professor	Special		2/28/2018	49,095	AY	0.50
	Teacher Education	N/A	N/A			0	AY	0.00
		Endowed Community Chair in Early Childhood Education	Special		2/28/2018	49,094	AY	0.50
Hammons, Matthew	Office of University Affairs	Assistant Vice President and Director of Federal Government Relations	Special	1/7/2018		125,000	FY	1.00
		Director of Federal Government Relations	Special			108,766	FY	0.60
		N/A	N/A			0	FY	0.00
		Interim Vice President	Special		1/6/2018	70,609	FY	0.40

54 Mid-year increase due to external market adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2018 - 03/31/2018**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
55 Miller, Terry	University of Nebraska-Lincoln	Assistant Vice Chancellor for Facilities Planning and Construction	Special	3/1/2018		100,000	FY	0.50
		Assistant Vice Chancellor for Facilities Planning and Construction	Special		2/28/2018	79,958	FY	0.50
	University of Nebraska	Associate Vice President for Facilities Management	Special	3/31/2018		100,000	FY	0.50
		Associate Vice President for Facilities Management	Special		2/28/2018	79,958	FY	0.50
Petroski, Mary	Vice President for Business and Finance	Interim ADA-504 Compliance/AA-EEO Officer/Ombudsperson	Special	2/20/2018		24,000	FY	0.20
		N/A	N/A			0	FY	0.00
	University of Nebraska at Kearney	Chief Compliance Officer	Special	2/20/2018		96,681	FY	0.80
		Chief Compliance Officer	Special		2/19/2018	96,681	FY	1.00

55 Mid-year increase due to external market adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2018 - 03/31/2018**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
56 Witt, Margaret	University of Nebraska-Lincoln	Director, Procurement Services and Strategic Sourcing	Special	3/1/2018		98,000	FY	0.70
		Director, Procurement Services and Strategic Sourcing	Special		2/28/2018	82,000	FY	0.70
	University of Nebraska	Associate Vice President for Procurement	Special	3/1/2018		42,000	FY	0.30
		Associate Vice President for Procurement	Special		2/28/2018	34,500	FY	0.30

56 Mid-year increase due to external market adjustment

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

TO: The Board of Regents Addendum IX-D-2  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Laboratory, Student, and Miscellaneous Fees for 2018-2019

RECOMMENDED ACTION: Report

PREVIOUS ACTION: July 18, 2013 – The Board of Regents approved changes to *Board of Regents Policies* RP-5.9.2 and RP-5.9.3 concerning Course, Laboratory and Miscellaneous Fees:

RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees

Course fees are established to cover the costs related to a particular course, for example, the costs associated with the bulk purchase of self-assessments or copyright fees. A laboratory fee is defined as a charge made to students to underwrite, in whole or in part, the cost of service, rentals, and consumable supplies utilized in a laboratory environment. These include, for example, such materials as manuals, chemicals, glassware, protective or other clothing, computer related software and expendables, paints, brushes and canvasses. A miscellaneous student fee is defined as all fees other than UPFF, course, and laboratory fees charged to students incidental to the providing of instruction. Examples of fees included within this category are application fees, transcript fees, teacher placement fees, special instructional fees, late payment fees, and returned check fees.

RP-5.9.3 Reporting of Course, Laboratory, and Miscellaneous Fees

The Chancellors on each of the campuses shall report to the President no later than March 1 of each year a listing of all planned changes in student fees of any nature for the next academic year. Any planned increase in fees must be approved by the President and subsequently included as a report to the Board of Regents in a meeting agenda, prior to the proposed implementation of the increased fees. A list of all laboratory fees will be included in the schedule of classes which is provided to students prior to the time that they register for classes.

EXPLANATION: Earlier this year, the President requested the Chancellors closely scrutinize fee increase requests to insure they reflect increases in costs passed through to students. The changes approved by the President for the University of Nebraska for the 2018-2019 academic year are listed on the attached reports by campus.

This report includes information on all categories of fees requested by the Board and all changes to fees that would affect the campus student body. On several campuses, a screening committee, often with student



representatives, has reviewed proposed changes. Each item on the report has been reviewed and approved by campus administration.

PROGRAM COST: None


SOURCE OF FUNDS: None

RECOMMENDED: Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

Jeffrey P. Gold  
Chancellor, University of Nebraska Medical Center  
Interim Chancellor, University of Nebraska at Omaha

APPROVED:

  
\_\_\_\_\_  
Hank Bounds, President  
University of Nebraska

DATE: May 8, 2018

**University of Nebraska at Kearney  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Department	Course Number	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>College of Business and Technology</b>				
Industrial Technology	SFED 462 – Supervision of Construction Safety Programs	\$ 5.00	\$ 125.00	(1)
<b>College of Fine Arts and Humanities</b>				
Art & Art History	ART 100 – Art Structure	\$ 10.00	\$ 20.00	(2)
Art & Art History	ART 102 – Drawing I	\$ 25.00	\$ 35.00	(3)
Art & Art History	ART 118 – Color and Design	\$ 10.00	\$ 30.00	(4)
Art & Art History	ART 202 – Drawing II	\$ 25.00	\$ 35.00	(3)
Art & Art History	ART 205 – Foundations of Art Education	\$ -	\$ 50.00	(5)
Art & Art History	ART 211 – 3D Design	\$ -	\$ 55.00	(6)
Art & Art History	ART 214 – Painting I	\$ 20.00	\$ 75.00	(7)
Art & Art History	ART 216 – Water Based Media	\$ 30.00	\$ 90.00	(8)
Art & Art History	ART 230 – Ceramics I	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 235A - Printmaking I - Intaglio & Relief	\$ 90.00	\$ 140.00	(10)
Art & Art History	ART 235B – Printmaking I - Silkscreen	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 244 – Glass I	\$ 100.00	\$ 150.00	(12)
Art & Art History	ART 246 – Sculpture I	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 314 A – Painting II	\$ 20.00	\$ 75.00	(7)
Art & Art History	ART 314 B – Painting III	\$ 20.00	\$ 75.00	(7)
Art & Art History	ART 314 C – Painting IV	\$ 20.00	\$ 75.00	(7)
Art & Art History	ART 330 A – Ceramics II	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 330 B – Ceramics III	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 330 C – Ceramics IV	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 335 A – Printmaking II	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 335 B – Printmaking III	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 335 C – Printmaking IV	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 346 A – Sculpture II	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 346 B – Sculpture III	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 346 C – Sculpture IV	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 352A – Drawing III	\$ 25.00	\$ 125.00	(14)
Art & Art History	ART 352B – Drawing IV	\$ 15.00	\$ 125.00	(14)
Art & Art History	ART 352C – Drawing V	\$ 15.00	\$ 125.00	(14)
Art & Art History	ART 360 – Elementary Art Methods	\$ 5.00	\$ 35.00	(15)
Art & Art History	ART 362 – Art Methods for Elementary Art Teachers	\$ -	\$ 35.00	(16)
Art & Art History	ART 370 – Art Methods	\$ -	\$ 35.00	(17)
Art & Art History	ART 403 – Individual Problems – Ceramics 3D	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 403 – Individual Problems – Painting 2D	\$ 30.00	\$ 75.00	(7)
Art & Art History	ART 403 – Individual Problems – Printmaking 3D	\$ 150.00	\$ 140.00	(11)
Art & Art History	ART 403 – Individual Problems – Sculpture 3D	\$ 150.00	\$ 125.00	(13)

**University of Nebraska at Kearney  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Department	Course Number	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>College of Fine Arts and Humanities (continued)</b>				
Art & Art History	ART 414 A – Painting V	\$ 15.00	\$ 75.00	(7)
Art & Art History	ART 414 B – Painting VI	\$ 15.00	\$ 75.00	(7)
Art & Art History	ART 414 C – Painting VII	\$ 15.00	\$ 75.00	(7)
Art & Art History	ART 430 A – Ceramics V	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 430 B – Ceramics VI	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 430 C – Ceramics VII	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 435 A – Printmaking V	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 435 B – Printmaking VI	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 435 C – Printmaking VII	\$ 90.00	\$ 140.00	(11)
Art & Art History	ART 446 A – Sculpture V	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 446 B – Sculpture VI	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 446 C – Sculpture VII	\$ 100.00	\$ 125.00	(13)
Art & Art History	ART 450 – Special Topics – Ceramics 3D	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 450 – Special Topics – Glass 3D	\$ 80.00	\$ 150.00	(12)
Art & Art History	ART 450 – Special Topics – Painting 2D	\$ 30.00	\$ 75.00	(7)
Art & Art History	ART 450 – Special Topics – Printmaking 3D	\$ 80.00	\$ 140.00	(11)
Art & Art History	ART 450 – Special Topics – Sculpture 3D	\$ 80.00	\$ 125.00	(13)
Art & Art History	ART 499 – Senior Project: BFA – Ceramics 3D	\$ 80.00	\$ 100.00	(9)
Art & Art History	ART 499 – Senior Project: BFA – Glass 3D	\$ 80.00	\$ 150.00	(12)
Art & Art History	ART 499 – Senior Project: BFA – Painting 2D	\$ 60.00	\$ 75.00	(7)
Art & Art History	ART 499 – Senior Project: BFA – Printmaking 3D	\$ 60.00	\$ 140.00	(11)
Art & Art History	ART 499 – Senior Project: BFA – Sculpture 3D	\$ 80.00	\$ 125.00	(13)
Dance	DANC 122 – Dance Appreciation	\$ -	\$ 5.00	(18)
Dance	DANC 138, 139, 238, 239, 348, 349	\$ 35.00	\$ -	(19)
Dance	DANC 131 – Modern I	\$ -	\$ 40.00	(19)
Dance	DANC 132 – Modern II	\$ -	\$ 40.00	(19)
Dance	DANC 141 – Ballet I	\$ -	\$ 40.00	(19)
Dance	DANC 142 – Ballet II	\$ -	\$ 40.00	(19)
Dance	DANC 148 – Jazz I	\$ -	\$ 40.00	(19)
Dance	DANC 149 – Jazz II	\$ -	\$ 40.00	(19)
Dance	DANC 248 – Jazz III	\$ -	\$ 40.00	(19)
Dance	DANC 331 – Modern III	\$ -	\$ 40.00	(19)
Dance	DANC 343 – Ballet III	\$ -	\$ 40.00	(19)
Dance	DANC 344 – Dance Improvisation & Basic Composition	\$ -	\$ 45.00	(20)
Theatre	THEA 241 – Introduction to Costume Technology	\$ 10.00	\$ 30.00	(21)
Theatre	THEA 322 – Theatre & Stage Management	\$ 20.00	\$ 10.00	(22)
Theatre	THEA 421 – Playwriting	\$ -	\$ 5.00	(23)
Theatre	THEA 480 – Play Direction	\$ -	\$ 5.00	(24)

**University of Nebraska at Kearney  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Department	Course Number	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>College of Education</b>				
Kinesiology & Sports Sciences	PE 360 – Introduction to Anatomy/Biomechanics	\$ 26.00	\$ -	
Kinesiology & Sports Sciences	PE 459 – Special Topics: Gross Anatomy	\$ 82.50	\$ 175.00	(25)
Kinesiology & Sports Sciences	PE 460/860P – Gross Anatomy of Movement	\$ 82.50	\$ 175.00	(25)
<b>College of Natural and Social Sciences</b>				
Biology	BIOL 201 – Fundamental Tools for Biological Studies	\$ 18.00	\$ -	
Biology	BIOL 860 – Concepts in Genetics	\$ 10.00	\$ -	
Chemistry	CHEM 490L – Advanced Chemistry Laboratory I	\$ -	\$ 90.00	(26)
Chemistry	CHEM 491L – Advanced Chemistry Laboratory II	\$ -	\$ 90.00	(26)
Computer Science & Information Technology	CSIT 301 – Computer Organization	\$ -	\$ 40.00	(27)
Engineering	ENGR 325 – Mechanics of Materials	\$ -	\$ 30.00	(28)
<b>Miscellaneous Fees</b>				
Police & Parking Services	Administrative Parking Permit	\$ 225.00	\$ 230.00	(29)
Police & Parking Services	Faculty/Professional Staff Permit	\$ 140.00	\$ 145.00	(29)
Police & Parking Services	Staff Permit	\$ 110.00	\$ 115.00	(29)
Police & Parking Services	Residence Parking Permit – Zones A & C	\$ 125.00	\$ 130.00	(29)
Police & Parking Services	Commuter Parking Permit	\$ 100.00	\$ 105.00	(29)
Police & Parking Services	Perimeter Parking Permit	\$ 70.00	\$ 75.00	(29)
Police & Parking Services	Motorcycle Parking Permit	\$ 40.00	\$ 45.00	(29)
Enrollment Management	Dual Enrollment Fee	N/A	\$ 75.00/cr hr	(30)

(1) This is a required course for Construction Management students that includes course study to obtain an OSHA 30 hour safety card. As of January 2017 OSHA required certified training companies to teach the course online or for the course to be taught face to face by certified instructors. The training through OSHA online certification instruction companies costs \$125 per student. The new course fee will cover the online training expense for the enrolled student.

(2) Purchase of consumable art supplies for course is limited in local bookstores and arts/crafts stores. It is beneficial to students to purchase consumable materials needed in bulk. Cost is \$22.29 per student. Current fee is low when compared to equivalent courses at UNL, UNO and our other three peer institutions. Fee increase would allow UNK to be comparable to schools in our area, yet provide substantial support within a reasonable budget.

(3) Purchase of consumable art supplies for course is limited in local bookstores and arts/crafts stores. It is beneficial to students to purchase consumable materials needed in bulk. Consumable materials for courses include but not limited to: set of sketching pencils, Bristol board pads, natural craft paper roll, Mars block erasers, kneadable erasers, pastel blending set, Richeson pastel set, etc. Cost per student is \$35.97.

(4) Purchase of consumable art supplies for course is limited in local bookstores and arts/crafts stores. It is beneficial to students to purchase consumable materials needed in bulk. Cost per student is \$30.87.

(5) The materials purchased for this class will vary from semester to semester. New fee will defray costs of consumable materials purchased including but not limited to: crayons, colored pencils, markers, block-printing ink, foam palettes, watercolor paints, glue bottles, glue sticks, construction paper, watercolor paper, crafting materials, masking tape, and model magic. These materials will be used by pre-service art teachers to develop and implement lesson plans that are taught to children during the course hours. Cost per student is \$53.10.

(6) New fee will defray costs of consumable materials that include but not limited to glue sticks, gloves, wire, sheet insulation form, needle nose pliers, safety glasses, white poster board, packing tape, snap off utility knife, scissors, metal ruler, sculpture grade plasticine clay, and sheet plastic. Cost is \$53.67 per student.

(7) Fee increase will defray costs of consumable materials needed for class. Examples of consumable materials used by students enrolled in class include but not limited to: paint rags, plastic/glass palette, plastic lidded container for thinner, plastic lidded container for medium, single edge razor scraper, palette knife, brushes in variety of sizes, 16 x 20" canvas pad, 18 x 24" hardboard panel, 8 oz. linseed oil, and 32 oz. paint thinner. Total cost paid per student per course is \$148.42.

(8) Fee increase will defray costs of consumable materials needed for class. Consumable materials include: Set of 4-squirrel hair brushes, set of 4-bulldog clips, pad of water color paper, set of 12 Sargeant paints, water masking fluid, and 1-sheet hot press watercolor paper. Cost per student is \$91.10.

(9) Consumable materials across all ceramic courses is \$100.07 per student. Fee increase will help defray costs of consumable materials. Consumable materials include but not limited to: throwing sponges, Laguna porcelain clay, pottery plaster, Cedar Heights fire clay, dolomite, silica/flint, alumina hydrate, volcanic ash, etc.

- (10) Fee increase will defray costs of steadily rising expenses of printmaking materials. Materials needed for course are ordered by the instructor from several companies specializing in printmaking materials. Cost per student is \$142.19.
- (11) In the last several years there has been a steady rise in prices for various printmaking materials. As a result, the current fees charged per student does not cover the expenses spent on supplies. Also, purchase of consumable art supplies for course is limited in local bookstores and arts/crafts stores. It is beneficial to students to purchase consumable materials needed in bulk. Essential supplies for these classes include: Ulano TZ Photo emulsion, screen printing fabric (2 yds per student), Speedball Black Acrylic Ink (1 gal. bucket), Speedball White Acrylic Ink (1 gal. bucket), Speedball Tint Base Acrylic Ink (1 gal. bucket), Speedball Acrylic Inks (color) (1 qt. can), and Speedball Printmaking Paper. Cost per student is \$140.72.
- (12) Fee increase will defray expenses of consumable materials needed for the course. Consumable materials include but not limited to: glassworking safety glasses, 1-pair glove, 10 ft. insulation tubing material (tongs), sandblasting supplies, 5-pack 400 grit sanding belts, soldering materials, torch kit, cardboard, etc. Cost per student is \$153.29.
- (13) Student caps in this course have been lowered for safe studio operation, thus reducing revenue. The fee increase will cover the purchase of consumable materials. Consumable materials include but not limited to: fettling hard knife, x-acto gripster knife, 8 oz rubber cement, freestyle cutter, hot glue sticks, dual temperature hot glue gun, Bristol pad smooth (19 x 24), flex stainless steel ruler (24"), etc. Cost per student is \$123.04.
- (14) Model costs \$18 per hour for 60 hours for year. Models \$1080; and drawing supplies \$1280.55. Cost per student is \$131.14.
- (15) The fee increase will defray costs of materials purchased for this course. Consumable materials will vary from semester to semester but will include but not limited to: crayons, colored pencils, markers, watercolor paints, glue bottles, glue sticks, construction paper, watercolor paper, crafting materials, masking tape, and model magic. These materials are used by pre-service teachers (students in ART 360) to develop and implement lesson plans that are taught to children during the course hours. Cost per student is \$36.82.
- (16) New fee will be used toward the purchase of consumable materials including but not limited to: crayons, colored pencils, markers, block-printing ink, foam palettes, watercolor paints, glue bottles, glue sticks, construction paper, watercolor paper, crafting materials, masking tape, and model magic. These materials will be used by pre-service art teachers to develop and implement lesson plans that are taught to children during the course hours. Cost per student is \$36.82.
- (17) New fee will be used toward the purchase of consumable materials including but not limited to: crayons, colored pencils, markers, block-printing ink, foam palettes, watercolor paints, glue bottles, glue sticks, construction paper, watercolor paper, crafting materials, masking tape, and model magic. These materials will be used by pre-service art teachers (students in ART 370) to develop and implement lesson plans that are taught to children during the course hours. Cost per student is \$36.82.
- (18) As part of the Dance curriculum, students are required to experience a portion of the technique aspects of the Dance program. This means they must have access to studio space for practice and group projects in each genre. New fee will defray costs for guest artists, first aid supplies, and cleaning supplies. Cost per student is \$5.00.
- (19) As part of the curriculum development in Dance program – Courses were renamed from Dance Technique 1-6 to Modern 1-3 and Ballet 1-3. Course fees associated with previous courses did not transfer to newly-titled courses. New fee will defray costs for guest artists, classroom musicians, first aid supplies and cleaning supplies. Cost per student is \$43.13. These new courses replace six DANC Courses (138, 139, 238, 239, 348, 349) that will no longer be offered.
- (20) As a part of this course, students choreograph and present a dance piece. This new course fee will off-set the cost of minimal costuming, lighting and/or props for the students' production. Cost per student is \$46.25.
- (21) Fee increase will be used to defray consumable materials used in course. Consumable costs include: Fabric \$19; Thread/Needles/Notions \$6.50; Craft/Pattern Paper \$4.50. Cost per student is \$30.00.
- (22) Fee will defray costs of consumable materials such as a ream of paper, copy charges, and binders for scripts. Cost per student is \$10.00.
- (23) New fee will allow students enrolled in course to use copier in Theatre Department for course-related printing. Fee would cover cost per-copy printing as well as reams of standard copy paper. Cost per student is \$5.00.
- (24) New fee will allow students enrolled in course to use copier in Theatre Department for copy printing of scripts, sides, audition forms, rehearsal logs, etc. It will also cover cost of reams of standard copy paper. Cost per student is \$5.00.
- (25) The fee increase will cover the costs of the cadavers used in Gross Anatomy and Special Topics Anatomy. The cost of each cadaver has now reached just over \$1300 per cadaver (we use 6/year). In addition, consumables such as latex-free gloves, dissection scalpel blades, and sharps containers, mileage/van rental are covered by this fee increase. Cost per student is \$178.40.
- (26) This new fee will be used to cover cost of consumable materials. Materials used but not limited to include: acetic acid, sea sand, acetonitrile, silica gel, hexanes, bromoform, acetate tetra hydrate, and norbornylene. Cost per student is \$217.45.
- (27) To address the changing environment of technology, CSIT has implemented the use of popular and inexpensive computers known as Raspberry Pi's to learn about computer assembly. These devices are used for programming projects, where the students can use the devices both on campus and in their residence halls. The kit for the device provides all the required components (case, cables, power supply and SD card) and costs about \$75.00. These kits will be reused but don't last beyond 1-2 years. Cost per student is \$39.58.
- (28) This course involves hands on experience with a Universal Testing Machine. This fee will cover consumable expenses for the course. The consumable supplies include aluminum test samples that cost \$300.00 for 12 test samples. Expenditures assume that 6 test samples are used per year. Cost per student is \$30.00.
- (29) Fee increases will be used for parking services operations and renewal of parking lots on campus.
- (30) This replaces Dual Enrollment tuition. No increase. Currently there are no dedicated funds for operating or personnel for Dual Enrollment. This new dedicated fee will create a pool of dollars to support this initiative that will likely grow. Expenditures that will be covered by this fee include school visits, brochures, postage, and summer seminar for high school teachers, high school teacher stipends, etc. Total cost \$100,000 (450 students per year). Mirrors UNO's practice of charging dual enrollment students a fee.

**University of Nebraska-Lincoln**  
**Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Department	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>College of Agricultural Sciences and Natural Resources</b>				
Animal Science	ASCI 310	\$ 20.00	\$ 40.00	(31)
<b>College of Arts and Sciences</b>				
Anthropology	ANTH 332	\$ -	\$ 15.00	(32)
Anthropology	ANTH 482/882	\$ 20.00	\$ -	(33)
Anthropology	ANTH 484/884	\$ 25.00	\$ -	(34)
Anthropology	ANTH 487/887	\$ -	\$ 30.00	(35)
Earth and Atmospheric Sciences	GEOL 200	\$ -	\$ 60.00	(36)
Modern Languages and Literature	CHIN 101	\$ 20.00	\$ -	(37)
Modern Languages and Literature	CHIN 102	\$ 10.00	\$ -	(38)
Modern Languages and Literature	CZEC 201	\$ 20.00	\$ -	(39)
Modern Languages and Literature	CZEC 202	\$ 20.00	\$ -	(40)
Modern Languages and Literature	GERM 298	\$ 10.00	\$ -	(41)
Modern Languages and Literature	GERM 321	\$ 10.00	\$ -	(42)
Modern Languages and Literature	GERM 322	\$ 10.00	\$ -	(43)
<b>College of Education and Human Sciences</b>				
Educational Psychology	EDPS 953	\$ 55.00	\$ 120.00	(44)
Nutrition and Health Sciences	NUTR 145	\$ -	\$ 30.00	(45)
Special Education and Communication Disorders	SLPA 150	\$ -	\$ 35.00	(46)
Textiles, Merchandising and Fashion Design	TMFD 145	\$ 35.00	\$ 100.00	(47)
Textiles, Merchandising and Fashion Design	TMFD 425	\$ 35.00	\$ 50.00	(48)
<b>College of Engineering</b>				
Civil Engineering	CIVE 341	\$ -	\$ 10.00	(49)
<b>College of Journalism and Mass Communications</b>				
Journalism and Mass Communications	ADPR 339	\$ -	\$ 40.00	(50)
Journalism and Mass Communications	ADPR 439	\$ -	\$ 40.00	(50)
<b>Hixson-Lied College of Fine and Performing Arts</b>				
Art, Art History and Design	AHIS 406	\$ -	\$ 15.00	(51)
Theatre and Film	THEA 112G	\$ 35.00	\$ 50.00	(52)
<b>Miscellaneous Fees</b>				
Housing Contract Application Fee		\$ -	\$ 100.00	(53)

(31) Fresh Meats is designed to provide students with an in-depth understanding of the properties of fresh meats. Students conduct a series of labs that define the palatability traits of fresh meats (color, shelf-life, cooking, tenderness, sensory evaluation). In the past, ground beef was used as the fresh meats product. While effective, this limits the entrees students can create. Two years ago, the course started using whole muscle cuts of fresh meats: beef, pork, lamb, bison, chicken, and turkey. Shifting to a whole muscle entree and the resulting changes to the entrees which require more ingredients, and the increased student interest and enrollment have increased the expense of the course. Whole muscle meats: \$400; ingredients: \$200. Total expenses: \$600/year. Enrollment: 15 students/ year. Proposed fee: \$40.

(32) Archaeological Collections Management introduces students to the ethics and practice of preparing archaeological materials for curation. The requested fee will be used to pay for rental and gas for vehicles rented from Transportation Services to visit various repositories in Lincoln and the Nebraska State Historical Society Gerald R. Ford Conservation Center in Omaha. A small portion of the fee will go towards archive quality pens used in creating labels for specimens. One-day van rental from Transportation Services is \$33 for a seven-passenger minivan; three vehicles will cost \$99; gas estimate: \$187; archive quality pens (20 at \$3.50 each): \$70. Total expenses: \$356/year. Enrollment: 20 students/year. Proposed fee: \$15.

(33) Research Methods in Anthropology introduces students to qualitative research methods. The initiating instructor made use of specialized software for tagging and parsing transcribed interview, and the fee was used to pay for this software. The current instructor takes a different approach; specialized software is no longer required. Fee is no longer needed.

(34) Quantitative Methods in Anthropology introduces students to the collection, description, analysis, and presentation of anthropological data. The course previously relied on SPSS as the analytic tool, but SPSS has become too expensive to use. The course is being reconfigured to make use of R, a powerful, free, open-source, data analytics environment. Fee is no longer needed.

(35) Analysis of Archaeological Materials is an archaeological analysis methods course focusing on stone artifacts. As part of the course, students experiment with making and using stone tools. The rock that is needed for this consists of obsidian and chert/flint that must be purchased from a rock shop. Consumable supplies: \$450. Total expenses: \$900/year. Enrollment: 15 students/year. Proposed fee: \$30.

(36) Minerology has updated curriculum and now includes a mandatory student field trip to the Black Hills in October. The fee will cover transportation and lodging. Students will be expected to purchase their own meals during the field trip. Vehicle rental and gas: \$1,010; lodging: \$200. Total expenses: \$1,210/year. Enrollment: 20 students/year. Proposed fee: \$60.

(37) Beginning Chinese I focuses on fundamentals of the Chinese language. New instructor does not use the lab for introductory language instruction. Fee is no longer needed.

(38) Beginning Chinese II focuses on grammar, reading, writing, and listening. New instructor does not use the lab for introductory language instruction. Fee is no longer needed.

(39) Second Year Czech I focuses on development of skills for travel and study in the Czech Republic along with an introduction to literature. Instructor uses Canvas and online tools instead of the lab. Fee is no longer needed.

(40) Second Year Czech II focuses on preparation for a stay in the Czech Republic. Instructor uses Canvas and online tools instead of the lab. Fee is no longer needed.

(41) Special Topics is only used for transferring credit back from Berlin. Fee is no longer needed.

(42) German Civilization I is no longer offered. Fee is no longer needed.

(43) German Civilization II focuses on systematic, chronological presentation of German civilization from the beginning to present. Course is taught in Berlin. Fee is no longer needed.

(44) Psychological Assessment II trains students in the use of psychological assessment. The American Psychological Association accreditation requires coursework in psychological assessment, and the program is expanding the assessments that students will be involved in administering. The current fee covers the costs of the Minnesota Multiphasic Personality Inventory (MMPI) (\$55/student). The fee increase will cover two additional personality inventories, the NEO-PI (\$10/student) and the PAI (\$60/student). Total expenses: \$1,250/year. Enrollment: 10 students/year. Proposed fee: \$120/year.

(45) Food Literacy is a laboratory class focusing on food safety and sanitation, proper use of basic kitchen equipment, food identification, proper handling and preparation, menu planning, food purchasing, and sensory evaluation. All foods purchased are used for teaching food preparation to community health and wellness majors. The funds from this fee will be used to purchase supplies, including food (\$500), disposable paper goods (\$25), and small appliances for food preparation (\$75). Total expenses: \$600/year. Enrollment: 20 students/year. Proposed fee: \$30/year.

(46) Communication Process and Disorders is an introductory course about speech, language, and hearing problems for children and adults. Professional certification requirements for speech-language pathology include a minimum of 25 hours of observation in speech, language, and hearing evaluation treatment; the program meets these requirements through observation hours distributed across prerequisite courses. SLPA 150 will utilize the Master Clinician Network (MCN), a web-based video system that provides peer-reviewed examples of evidence-based practice in speech-language pathology and audiology for observation and clinical discourse. Individual student licenses provide students with a one-year subscription to the web-based videos. Because the subscription extends for a full year, the MCN will be used in other prerequisite courses without additional costs to students. SLPA 150 is the first course in the sequence of prerequisites and the first class where students will access the MCN website. A department-wide site license is not available; a one-year student membership fee is \$35. Total expenses: \$4,200/year. Enrollment: 120 students/year. Proposed fee: \$35.

(47) Color Studio: Theory and Practice is a studio course that is project based and requires a number of supplies. The costs of acrylic paints with appropriate quality for student work has recently increased. The fee increase is requested so that the majority of supplies can be provided to students as part of the course fees. Even with the proposed increase, students will still be required to buy some supplies to complete some projects. Supplies include: paint brushes (\$240), acrylic paints (\$2,600), cleaning supplies (\$190), adhesives (\$400), color wheels (\$25), palettes and palette knives (\$100), cutting implements (\$33), paper (\$350), fashion magazines (\$50), color aid swatch kit (\$22), plastic sheets (\$40). Total expenses: \$4,050/year. Enrollment: 40 students/year. Proposed fee: \$100.

(48) Advanced Design for Printed Textiles introduces silk-screen printing and laser cutting. The increase in lab fee will support emulsion to coat screens and burn images (\$300), replacement screens (\$100), inks (\$300), and a one-month Innovation Studio membership to use the laser cutters (\$300). Total expenses: \$1,000/year. Enrollment: 20 students/year. Proposed fee: \$50.

(49) Introduction to Structural Engineering is a junior-level, core, civil engineering class that has a practicum session where instructors utilize demonstrations and experiential learning techniques to enhance student learning. To date, many of the materials needed have been donated by friends of the department, supplied by industry groups, purchased by the College, or purchased by individual faculty members. The fee would be used to subsidize the donated and department/college purchased material for demonstration each year. The total costs for the concrete beams (concrete, reinforcing steel, formwork, miscellaneous hardware and materials): \$1,200; steel tension test supplies: \$800. Total expenses: \$2,000/year. Enrollment: 80 students/year. Proposed fee: \$10.

(50) Student Ad Competitions and Student Competitions are research and evaluation courses. The learning outcome for both courses is the creation, interpretation and application of research findings through campaign planning, implementation and final measurement. Because these courses work with real-life clients who usually operate nationally, a representative sample data set is needed in order to generalize to a larger population. To access a diverse national sample, the instructor must purchase research responses through a service like Amazon's Mechanical Turk (MTurk). Over the past few semesters, the cost has averaged \$1 per response. A sizable sample is needed, but is determined based on client and project. The data sets have previously been paid with Foundation funds that are now depleted. Total expenses for each course: \$1,600/year. Enrollment for each course: 40 students/year. Proposed fee for each course: \$40.

(51) Visualizing Ancient Cities uses the SketchUp program extensively for 3D modeling for a wide range of drawing applications. SketchUp Pro's license information must be installed into a specific user account; it is not installed for all users of a computer. In order to keep SketchUp active for this class, it is necessary to purchase an annual license of \$15 per student. Total expenses: \$375/year. Enrollment: 25 students/year. Proposed fee: \$15.

(52) Introduction to Theatre requires each student to attend productions produced by the Nebraska Reperatory Theatre and Theatrix. Course fees are used to support the cost of admission to these productions. Ticket price increases have necessitated an increase in course fees. The department subsidized these costs previously. Cost of two Nebraska Rep performances totals \$61,812 (one non-musical production \$15 ticket fee plus \$1 handling fee and one musical production \$17 ticket fee plus \$1 handling fee); two tickets for Theatrix productions totals \$29,088 (\$7 ticket fee plus \$1 handling fee for each production). Total expenses \$90,900. Enrollment: 1,818 students/year. Proposed fee: \$50.

(53) Housing Contract Application Fee Proposal (Office of Student Affairs). Currently, Housing requires a \$400 advance payment from a student to hold a room. If the student follows through on their application, the payment is applied to their housing bill. If a student cancels after May 1, there is a cancellation fee of \$200. The current "advance payment" process confuses students and parents for a variety of reasons. It also is labor-intensive to implement. In lieu of the "advance payment," Housing is proposing a \$100 application fee which would be submitted at the time a Housing contract is submitted. The \$100 fee is a more affordable "cost of entry" payment than the current advance payment that must be submitted with a contract (\$200 or \$400 depending on timing). Housing also would eliminate cancellation fees for students who withdraw or fail to enroll/re-enroll (currently \$400). The revenue generated from the fee (estimated at approximately \$550,000) will allow Housing to modify reservation and cancellation process to make it simpler and less confusing for students. Additional revenue would be combined with other revenues generated by Housing room/board fees to first cover operating expenses and then to cover debt service. Once those costs are covered, bond covenants stipulate that remaining net income is swept into surplus reserve accounts used for major repair and renovation as approved by the Board of Regents. The proposed application fee process is in alignment with how most other institutions manage the contracting process, and it is also in use by many local private housing competitors. Housing application fees at other Big Ten Institutions vary broadly in their amounts and method of application. Four institutions require an application fee, four require both an application fee and deposit, two institutions (including Nebraska) have either an advance payment or a deposit and four have no application fee, deposit or advance payment. Focusing then on the Big Ten institutions with an application fee, the prevalent range is between \$40 (Michigan State) and \$200 (Indiana).



**Nebraska College of Technical Agriculture  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Department	Miscellaneous Fees	Current Fee 2017-2018	Proposed Fee 2018-2019	
NCTA	Add Ncard fee to existing student fees	\$ 19.62/cr hr	\$ 20.50/cr hr	<sup>(54)</sup>

(54) NCTA began issuing N Cards to students last summer for identification purposes, to facilitate electronic meal plan access, and for the implementation of electronic building access in the near future. A \$15 fee is proposed to cover the additional cost of card provision and transaction system management. This will increase NCTA student fees from \$19.62/credit hour to \$20.50/credit hour.

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019
<b>College of Allied Health Professions</b>			
(CAHP is removing all individual course and lab fees and moving to a flat fee structure instead so that students can more easily follow their bills with fewer errors in billing. This new fee will replace course and/or lab fees that were tied to individual courses prior to 2018-19.)			
<b>Course Fees</b>	<b>Cardiovascular Interventional Technology</b>		
	CVIT Spring Course Fee (see MRI Spring Course Fee and MITS 468R/668R)	\$ -	\$ 87.00 <sup>(55)</sup>
<b>Course Fees</b>	<b>Cytotechnology</b>		
	CYTO Fall Course Fee (see CYTO 701)	\$ -	\$ 30.00 <sup>(56)</sup>
	CYTO 701 Introduction to Cytology (see CYTO Fall Course Fee)	\$ 30.00	\$ - <sup>(56)</sup>
	CYTO Spring Course Fee (see CYTO 714)	\$ -	\$ 80.00 <sup>(57)</sup>
	CYTO 714 Cytotechnology Clinical Practicum (see CYTO Spring Course Fee)	\$ 80.00	\$ - <sup>(57)</sup>
<b>Course Fees</b>	<b>Diagnostic Medical Sonography</b>		
	DMS Fall Course Fee (see MITS 415S/615S)	\$ -	\$ 140.00 <sup>(58)</sup>
	DMS Spring Course Fee (see MITS 419S/619S)	\$ -	\$ 35.00 <sup>(59)</sup>
	MRI Fall Course Fee (see MITS 465R/665R)	\$ -	\$ 115.00 <sup>(60)</sup>
	MRI Spring Course Fee (see MITS 468R/668R and CVIT Spring Course Fee)	\$ -	\$ 87.00 <sup>(61)</sup>
<b>Course Fees</b>	<b>Medical Imaging and Therapeutic Sciences</b>		
	MITS 306R Special Projects II (see RAD2 Spring Course Fee)	\$ 80.00	\$ - <sup>(62)</sup>
	MITS 315R Applied Radiography Technology I (see RAD1 Fall Course Fee)	\$ 30.00	\$ - <sup>(63)</sup>
	MITS 402R Intro to Radiologic Physics (see RAD1 Fall Course Fee)	\$ 45.00	\$ - <sup>(63)</sup>
	MITS 407R Radiographic Imaging Seminars (see RAD2 Spring Course Fee)	\$ 280.00	\$ - <sup>(62)</sup>
	MITS 415S/615S Orientation to Diagnostic Medical Sonography (see DMS Fall Course Fee)	\$ 40.00	\$ - <sup>(58)</sup>
	MITS 419S/619S Professional Projects I (see DMS Spring Course Fee)	\$ 35.00	\$ - <sup>(59)</sup>
	MITS 428T/628T Principle and Practice of Radiation (see Rad Therp Fall Course Fee)	\$ 10.00	\$ - <sup>(64)</sup>
	MITS 435T/635T Treatment Planning and Delivery (see Rad Therp Spring Course Fee)	\$ 50.00	\$ - <sup>(65)</sup>
	MITS 436T/636T Applied Radiation Therapy I (see Rad Therp Fall Course Fee)	\$ 25.00	\$ - <sup>(64)</sup>
	MITS 445T/645T Comprehensive Seminar and Board Review (see Rad Therp Summer Course Fee)	\$ 10.00	\$ - <sup>(66)</sup>
	MITS 462R CT Clinical Rotation	\$ 10.00	\$ - <sup>(67)</sup>
	MITS 465R/665R MRI Clinical Rotations I (see MRI Fall Course Fee)	\$ 15.00	\$ - <sup>(60)</sup>
	MITS 468R/668R Special Projects II (see MRI Spring Course Fee and CVIT Spring Course Fee)	\$ 80.00	\$ - <sup>(55), (61)</sup>

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>Course Fees</b>	<b>Medical Imaging and Therapeutic Sciences (continued)</b>			
	MITS 434S/634S Vascular Sonography Externship	\$ -	\$ 50.00	(68)
	MITS 436S/636S Adult Cardiac Sonography Externship	\$ -	\$ 50.00	(68)
<b>Course Fees</b>	<b>Medical Laboratory Science</b>			
	MLS 511 Medical Microbiology	\$ 5.00	\$ -	(69)
	MLS Manual Fee - Spring Semester	\$ 15.00	\$ -	(70)
	MLS Manual Fee - Fall Semester	\$ 40.00	\$ 30.00	(71)
<b>Course Fees</b>	<b>Medical Nutrition Education</b>			
	MMN1 Fall Course Fee (see MNED 720 and 777)	\$ -	\$ 168.00	(72)
	MMN1 Spring Course Fee (see MNED 722 and 787)	\$ -	\$ 328.00	(73)
	MMN1 Summer Course Fee (see MNED 779)	\$ -	\$ 462.00	(74)
	MMN2 Fall Course Fee (see MNED 790 Fall)	\$ -	\$ 75.00	(75)
	MMN2 Spring Course Fee (see MNED 790 Spring)	\$ -	\$ 75.00	(75)
	MNED 720 Professional Development and Leadership I (see MMN1 Fall Course Fee)	\$ 75.00	\$ -	(72)
	MNED 722 Interprofessional Learning and Leadership II (see MMN1 Spring Course Fee)	\$ 235.00	\$ -	(73)
	MNED 777 Medical Nutrition and Medical Diagnoses (see MMN1 Fall Course Fee)	\$ 93.00	\$ -	(72)
	MNED 779 Nutrition Therapy Practicum (see MMN1 Summer Course Fee)	\$ 462.00	\$ -	(74)
	MNED 787 Nutrition Therapy and Nutrition Care Process (see MMN1 Spring Course Fee)	\$ 93.00	\$ -	(73)
	MNED 790 Capstone (Fall and Spring) (see MMN2 Fall Course Fee)	\$ 75.00	\$ -	(75)
	MNED 877 Medical Nutrition and Medical Diagnoses	\$ 93.00	\$ -	(69)
<b>Course Fees</b>	<b>Physical Therapy</b>			
	PT1 Fall Course Fee (year 1 PT only) (see PHYT 502)	\$ -	\$ 10.00	(76)
	PT1 Spring Course Fee (year 1 PT only) (see PHYT 505 and 550)	\$ -	\$ 43.50	(77)
	PT1 Summer Course Fee (year 1 PT only) (see PHYT 510)	\$ -	\$ 5.00	(78)
	PT2 Fall Course Fee (year 2 PT only) (see PHYT 605, 615, and 630)	\$ -	\$ 15.00	(79)
	PT2 Spring Course Fee (year 2 PT only) (see PHYT 606, 612, 614, 624, 740)	\$ -	\$ 59.00	(80)
	PT2 Summer Course Fee (year 2 PT only) (see PHYT 650)	\$ -	\$ 32.00	(81)
	PT3 Fall Course Fee (year 3 PT only) (see PHYT 720, 727, 750)	\$ -	\$ 42.00	(82)
	PT3 Spring Course Fee (year 3 PT only) (see PHYT 751 and 752)	\$ -	\$ 64.00	(83)
<b>Course Fees</b>	<b>Physical Therapy - PT1's (per course)</b>			
	PHYT 502 Foundations of PT Practice (see PT1 Fall Course Fee)	\$ 10.00	\$ -	(76)
	PHYT 505 Musculoskeletal PT I (see PT1 Spring Course Fee)	\$ 10.00	\$ -	(77)
	PHYT 510 Physical Agents (see PT1 Summer Course Fee)	\$ 5.00	\$ -	(78)
	PHYT 550 Clinical Education I (see PT1 Spring Course Fee)	\$ 9.50	\$ -	(77)

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>Course Fees</b>	<b>Physical Therapy - PT2's (per course)</b>			
	PHYT 605 Musculoskeletal Physical Therapy II (see PT2 Fall Course Fee)	\$ 10.00	\$ -	(79)
	PHYT 606 Musculoskeletal Physical Therapy III (see PT2 Spring Course Fee)	\$ 5.00	\$ -	(80)
	PHYT 612 Pediatric Physical Therapy (see PT2 Spring Course Fee)	\$ 7.00	\$ -	(80)
	PHYT 614 Physical Therapy Management of Individuals with Chronic Health (see PT2 Spring Course Fee)	\$ 7.00	\$ -	(80)
	PHYT 615 Concepts of Therapeutic Exercise for Rehabilitation (see PT2 Fall Course Fee)	\$ 5.00	\$ -	(79)
	PHYT 624 Orthotics and Prosthetics (see PT2 Spring Course Fee)	\$ 5.00	\$ -	(80)
	PHYT 630 Prevention and Wellness (see PT2 Fall Course Fee)	\$ 5.00	\$ -	(79)
	PHYT 650 Clinical Education II (see PT2 Summer Course Fee)	\$ 7.00	\$ -	(81)
	PHYT 740 Critical Inquiry II (see PT2 Spring Course Fee)	\$ 10.00	\$ -	(80)
<b>Course Fees</b>	<b>Physical Therapy - PT3's (per course)</b>			
	PHYT 720 Differential Diagnosis (see PT3 Fall Course Fee)	\$ 5.00	\$ -	(82)
	PHYT 722 Practice Management Skills in Physical Therapy II	\$ 5.00	\$ -	(84)
	PHYT 726 Instructional Development	\$ 5.00	\$ -	(84)
	PHYT 727 Imaging for Physical Therapists (see PT3 Fall Course Fee)	\$ 10.00	\$ -	(82)
	PHYT 750 Clinical Education III (see PT3 Fall Course Fee)	\$ 7.00	\$ -	(82)
	PHYT 751 Clinical Education IV (see PT3 Spring Course Fee)	\$ 7.00	\$ -	(83)
	PHYT 752 Clinical Education V (see PT3 Spring Course Fee)	\$ 7.00	\$ -	(83)
<b>Course Fees</b>	<b>Physician Assistant</b>			
	PA1 Spring Course Fee (year 1 PA only) (see PHAS 630, 632, 650)	\$ -	\$ 205.00	(85)
	PA1 Summer Course Fee (year 1 PA only) (see PHAS 635, 637, 645, 655, 670)	\$ -	\$ 645.00	(86)
	PA2 Fall Course Fee (year 2 PA only) (see PHAS 656, 660, 665, 770, and Clinical Education Clerkship Fee)	\$ -	\$ 323.00	(87)
	PA2 Spring Course Fee (year 2 PA only) (see PHAS 770)	\$ -	\$ 178.00	(88)
	PA3 Fall Course Fee (year 3 PA only) (see PHAS 770)	\$ -	\$ 178.00	(88)
<b>Course Fees</b>	<b>Physician Assistant Education Phase I (per course)</b>			
	PHAS 630 Clinical Skills I (see PA1 Spring Course Fee)	\$ 60.00	\$ -	(85)
	PHAS 632 Communication in Medicine I (see PA1 Spring Course Fee)	\$ 25.00	\$ -	(85)
	PHAS 635 Clinical Skills II (see PA1 Summer Course Fee)	\$ 540.00	\$ -	(86)
	PHAS 637 Communication in Medicine II (see PA1 Summer Course Fee)	\$ 25.00	\$ -	(86)
	PHAS 645 Behavioral Medicine (see PA1 Summer Course Fee)	\$ 25.00	\$ -	(86)
	PHAS 650 Adult and Pediatric Medicine I (see PA1 Spring Course Fee)	\$ 120.00	\$ -	(85)

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>Course Fees</b>	<b>Physician Assistant Education Phase I (per course) (continued)</b>			
	PHAS 655 Adult and Pediatric Medicine II (see PA1 Summer Course Fee)	\$ 35.00	\$ -	(86)
	PHAS 656 Adult and Pediatric Medicine III (see PA2 Fall Course Fee)	\$ 100.00	\$ -	(87)
	PHAS 660 Medical Ethics (see PA2 Fall Course Fee)	\$ 20.00	\$ -	(87)
	PHAS 665 Systems in Health Care and Management (see PA2 Fall Course Fee)	\$ 25.00	\$ -	(87)
	PHAS 670 Research Applications in Medicine (see PA1 Summer Course Fee)	\$ 20.00	\$ -	(86)
<b>Course Fees</b>	<b>Physician Assistant Education Phase II (per course)</b>			
	PHAS 700 Clinical Education Clerkships (per semester) (see PA2 Fall Course Fee, PA2 Spring Course Fee, and PA3 Fall Course Fee)	\$ 178.00	\$ -	(87, 88)
<b>Course Fees</b>	<b>Radiation Therapy</b>			
	Rad Therp Fall Course Fee (see MITS 428T/628T and 436T/636T)	\$ -	\$ 35.00	(64)
	Rad Therp Spring Course Fee (see MITS 435T/635T)	\$ -	\$ 50.00	(65)
	Rad Therp Summer Course Fee (see MITS 445T/645T)	\$ -	\$ 10.00	(66)
<b>Course Fees</b>	<b>Radiography</b>			
	RAD1 Fall Course Fee (year 1 RAD only) (see MITS 315R and 402R)	\$ -	\$ 215.00	(63)
	RAD2 Spring Course Fee (year 2 RAD only) (see MITS 306R and 407R)	\$ -	\$ 347.00	(62)
<b>College of Dentistry</b>				
<b>Course Fees</b>	Dental Student Books and Instruments D2 Students	\$ 3,920.00	\$ 2,875.00	(89)
	Dental Hygiene Student Books and Instruments DH4 Students	\$ 1,900.00	\$ 1,030.00	(90)
<b>College of Nursing</b>				
<b>Course Fees</b>	All College of Nursing course fees (2-year moratorium)	Fees range from \$10 to \$1,600 per course	Moratorium for 2018-19 and 2019- 20	(91)
<b>College of Allied Health Professions</b>				
(CAHP is removing all individual course and lab fees and moving to a flat fee structure instead so that students can more easily follow their bills with fewer errors in billing. This new fee will replace course and/or lab fees that were tied to individual courses prior to 2018-19.)				
<b>Laboratory Fees</b>	<b>Clinical Perfusion</b>			
	Perfusion1 Spring Lab Fee (year 1 CPE only) (see CLPR 515)	\$ -	\$ 65.00	(92)
	CLPR 515 Perfusion Concepts II (see Perfusion1 Spring Lab Fee)	\$ 65.00	\$ -	(92)
	Perfusion1 Summer Lab Fee (year 1 CPE only) (see CLPR 701)	\$ -	\$ 1,100.00	(93)
	CLPR 701 In Vitro/In Vivo Lab Procedures (see Perfusion1 Summer Lab Fee)	\$ 1,100.00	\$ -	(93)

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>Laboratory Fees</b>	<b>Cytotechnology</b>			
	CYTO Fall Lab Fee (see CYTO 701)	\$ -	\$ 60.00	(94)
	CYTO 701 (see CYTO Fall Lab Fee)	\$ 60.00	\$ -	(94)
	CYTO Spring Lab Fee (see CYTO 714)	\$ -	\$ 60.00	(95)
	CYTO 714 (see CYTO Spring Lab Fee)	\$ 60.00	\$ -	(95)
<b>Laboratory Fees</b>	<b>Diagnostic Medical Sonography</b>			
	DMS Fall Lab Fee (see MITS 412S/612S)	\$ -	\$ 50.00	(96)
	DMS Spring Lab Fee (see MITS 402S/602S)	\$ -	\$ 50.00	(96)
	DMS Summer Lab Fee (see MITS 452S/652S)	\$ -	\$ 50.00	(96)
<b>Laboratory Fees</b>	<b>Medical Imaging and Therapeutic Sciences</b>			
	MITS 402S/602S, 412S/612S, and 452S/652S Ultrasound Technology (per course) (see DMS Fall Lab Fee, Spring Lab Fee, and Summer Lab Fee)	\$ 50.00	\$ -	(96)
<b>Laboratory Fees</b>	<b>Physical Therapy</b>			
	PT1 Fall Lab Fee (year 1 PT only) (see PHYT 502)	\$ -	\$ 87.00	(97)
	PT1 Spring Lab Fee (year 1 PT only) (see PHYT 505, 511, 512)	\$ -	\$ 45.00	(98)
	PT1 Summer Lab Fee (year 1 PT only) (see PHYT 506, 510, 522)	\$ -	\$ 86.00	(99)
	PT2 Fall Lab Fee (year 2 PT only) (see PHYT 605, 610, 615, 616, 630)	\$ -	\$ 74.00	(100)
	PT2 Spring Lab Fee (year 2 PT only) (see PHYT 606, 612, 617, 624)	\$ -	\$ 107.00	(101)
<b>Laboratory Fees</b>	<b>Physical Therapy - PT 1's (per course)</b>			
	PHYT 502 Foundations of PT Practice (see PT1 Fall Lab Fee)	\$ 87.00	\$ -	(97)
	PHYT 505 Musculoskeletal PT I (see PT1 Spring Lab Fee)	\$ 18.00	\$ -	(98)
	PHYT 506 Functional Mobility (see PT1 Summer Lab Fee)	\$ 48.00	\$ -	(99)
	PHYT 510 Physical Agents (see PT1 Summer Lab Fee)	\$ 30.00	\$ -	(99)
	PHYT 511 Integumentary PT (see PT1 Spring Lab Fee)	\$ 20.00	\$ -	(98)
	PHYT 512 Neuromuscular Physical Therapy I (see PT1 Spring Lab Fee)	\$ 7.00	\$ -	(98)
	PHYT 522 Professional Practice Expectations (see PT1 Summer Lab Fee)	\$ 8.00	\$ -	(99)
<b>Laboratory Fees</b>	<b>Physical Therapy - PT 2's (per course)</b>			
	PHYT 605 Musculoskeletal Physical Therapy II (see PT2 Fall Lab Fee)	\$ 12.00	\$ -	(100)
	PHYT 606 Musculoskeletal Physical Therapy III (see PT2 Spring Lab Fee)	\$ 12.00	\$ -	(101)
	PHYT 610 Cardiopulmonary Physical Therapy (see PT2 Fall Lab Fee)	\$ 35.00	\$ -	(100)
	PHYT 612 Pediatric Physical Therapy (see PT2 Spring Lab Fee)	\$ 5.00	\$ -	(101)
	PHYT 615 Concepts of Therapeutic Exercise for Rehabilitation (see PT2 Fall Lab Fee)	\$ 10.00	\$ -	(100)

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019**

Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>Laboratory Fees</b>	<b>Physical Therapy - PT 2's (per course) (continued)</b>			
	PHYT 616 Neuromuscular Physical Therapy II (see PT2 Fall Lab Fee)	\$ 10.00	\$ -	(100)
	PHYT 617 Neuromuscular Physical Therapy III (see PT2 Spring Lab Fee)	\$ 8.00	\$ -	(101)
	PHYT 624 Orthotics and Prosthetics (see PT 2 Spring Lab Fee)	\$ 30.00	\$ -	(101)
	PHYT 630 Prevention and Wellness (see PT2 Fall Lab Fee)	\$ 10.00	\$ -	(100)
<b>College of Dentistry</b>				
<b>Laboratory Fees</b>	COD Anatomy Lab - D1	\$ -	\$ 55.00	(102)
	COD Anatomy Lab DH3	\$ -	\$ 25.00	(102)
<b>College of Medicine</b>				
	<b>Genetics, Cell Biology &amp; Anatomy</b>			
<b>Laboratory Fees</b>	GCBA 452 and 552	\$ 68.00	\$ 71.00	(103)
	GCBA 812, 814, 830, 832, 908, and 924	\$ 117.00	\$ 123.00	(103)
	GCBA 825	\$ 174.00	\$ 183.00	(103)
	GCBA 826	\$ 174.00	\$ 183.00	(103)
	GCBA 909 and 913	\$ 1,737.00	\$ 1,824.00	(103)
	GCBA 910/920 - <b>Both courses</b>	\$ 331.00	\$ 348.00	(103)
	Technology Fee - All Masters in Medical Anatomy (per year)	\$ 165.00	\$ 173.00	(103)
	GCBA/Anatomy for PAs and PTs (per year)	\$ 794.00	\$ 834.00	(103)
	M-ID 711 Anatomic Dissection	\$ 794.00	\$ 834.00	(103)
<b>College of Nursing</b>				
<b>Laboratory Fees</b>	All College of Nursing lab fees (2-year moratorium)	Fees range from \$100 to \$400 per course	Moratorium for 2018-19 and 2019-20	(91)
<b>College of Allied Health Professions</b>				
<b>Miscellaneous Fees</b>	CAHP Pre-enrollment Deposit (applied toward tuition)			(104)
	Medical Laboratory Science	\$ 50.00	\$ -	
	Diagnostic Medical Sonography	\$ 50.00	\$ -	
	Medical Nutrition	\$ 50.00	\$ -	
	Nuclear Medicine Technology	\$ 50.00	\$ -	
	Radiography	\$ 50.00	\$ -	
	Radiation Therapy	\$ 50.00	\$ -	
	MLS Technology Fee (previously CAPH Technology Fee - MLS Students)	\$ 150.00	\$ 165.00	(105)
<b>College of Medicine</b>				
<b>Miscellaneous Fees</b>	COM Technology Fee - all students M1-M4	\$ 150.00	\$ 155.00	(106)
	COM Anatomy and Neuroanatomy Fee (First Year Only) 1st Semester- new flat fee replaces courses M-ID 570 and 580	\$ 911.00	\$ 957.00	(107)

University of Nebraska Medical Center Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019				
Fee Type	Course	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>College of Nursing</b>				
Miscellaneous Fees	CON Distributive Learning miscellaneous fee (1-year moratorium)	\$30.00 per credit hour	Moratorium for 2018-19	(91)
	CON ATI Learning System - Levels 01-05	\$ 25.00	\$ 27.00	(108)
<b>College of Public Health</b>				
Miscellaneous Fees	COPH Technology Fee - all students	\$ 150.00	\$ 200.00	(109)
<b>Academic Affairs</b>				
Miscellaneous Fees	Binding of Dissertation or Thesis	\$ 20.00	\$ 25.00	(110)

(55) New flat fee replaces MITS course fees for 468R/668R; increased by \$7 to cover rising costs of printing student posters. Students in 468R/668R are charged for either MRI Spring Course Fee or CVIT Spring Course fee.

(56) New flat fee replaces CYTO 701 course fee.

(57) New flat fee replaces CYTO 714 course fee.

(58) New flat fee replaces MITS 415S/615S course fees; increased by \$100 to cover the required Trajecsyst enrollment fee which students have previously paid out-of-pocket at the start of the Fall semester.

(59) New flat fee replaces MITS 419S/619S course fees.

(60) New flat fee replaces MITS 465R/665R course fees; increased by \$100 to cover the required Trajecsyst enrollment fee which students have previously paid out-of-pocket at the start of the Fall semester.

(61) New flat fee replaces MITS 468R/668R course fees. Students in 468R/668R are charged for either MRI Spring Course Fee or CVIT Spring Course fee.

(62) New flat fee replaces MITS 306R and 407R course fees; increased by \$7 due to rising costs of printing student posters.

(63) New flat fee replaces MITS 315R and 402R course fees. The expense for lead markers decreased by \$10 due to use of technology; however, fee was increased by \$150 to cover the required Trajecsyst enrollment fee which students have previously paid out-of-pocket at the start of the fall semester. The result is an increase of \$140/student.

(64) New flat fee replaces MITS 428T/628T and 436T/636T course fees.

(65) New flat fee replaces MITS 435T/635T course fees.

(66) New flat fee replaces MITS 445T/645T course fees.

(67) Fee eliminated; materials provided electronically.

(68) New fee; covers the required Trajecsyst enrollment fee which students have previously paid out-of-pocket at the start of the fall semester.

(69) Fee eliminated; course is no longer offered.

(70) Fee eliminated.

(71) Fee is being reduced; printing of manuals required in biohazard areas (MLS 407, 408, 409, 410, 411) has decreased.

(72) New flat fee replaces MNED 720 and 777 course fees.

(73) New flat fee replaces MNED 722 and 787 course fees.

(74) New flat fee replaces MNED 779 course fee.

(75) New flat fee replaces MNED 790 fall and spring course fees.

(76) New flat fee replaces PHYT 502 course fee.

(77) New flat fee replaces PHYT 505 and 550 course fees. Fee increased due to addition of clinical education data management software.

(78) New flat fee replaces PHYT 510 course fee.

(79) New flat fee replaces PHYT 605, 615 and 630 course fees; fee will drop from \$20 total from the three courses to \$15.

(80) New flat fee replaces PHYT 606, 612, 614, 624 and 740 course fees. Fee increased due to increased printing costs for student posters.

(81) New flat fee replaces PHYT 650 course fee. Fee increased due to addition of clinical education data management software.

(82) New flat fee replaces PHYT 720, 727 and 750 course fees. Fee increased due to addition of clinical education data management software.

(83) New flat fee replaces PHYT 751 and 752 course fees. Fee increased due to addition of clinical education data management software.

(84) Fee eliminated; evaluations completed electronically and so paper copies are no longer required.

(85) New flat fee replaces PHAS 630, 632, and 650 course fees.

(86) New flat fee replaces PHAS 635, 637, 645, 655 and 670 course fees.

(87) New flat fee replaces PHAS 656, 660, and 665 course fees and the Clinical Education Clerkship Fee.

(88) New flat fee replaces Clinical Education Clerkship Fee.

(89) Starting last year, the D1 class became responsible for purchasing their own textbooks. This year, the D2 class and the D1 class will purchase their own books. The College will continue to purchase books for the D3 and D4 classes.



- (90) Starting last year, the DH3 class became responsible for purchasing their own textbooks. This year, the DH4 class and the DH3 class will purchase their own books.
- (91) A two-year moratorium is planned for all College of Nursing course and lab fees (FY 2018-19 and FY 2019-20), excluding NRSRG 250; a one-year moratorium is planned for the College of Nursing Distributive Learning miscellaneous fee (FY 2018-19).
- (92) New flat fee replaces CLPR 515 lab fee.
- (93) New flat fee replaces CLPR 701 lab fee.
- (94) New flat fee replaces CYTO 701 lab fee.
- (95) New flat fee replaces CYTO 714 lab fee.
- (96) New flat fees: DMS Fall lab fee replaces 412S/612S lab fee; DMS Spring lab fee replaces MITS 402S/602S lab fee; and DMS Summer lab fee replaces 425S/625S lab fee.
- (97) New flat fee replaces PHYT 502 lab fee.
- (98) New flat fee replaces PHYT 505, 511 and 512 lab fees.
- (99) New flat fee replaces PHYT 506, 510 and 522 lab fees.
- (100) New flat fee replaces PHYT 605, 610, 615, 616 and 630 lab fees.
- (101) New flat fee replaces PHYT 606, 612, 617 and 624 lab fees. Items include: linen, tape for treatment techniques, exercise equipment, manual therapy equipment, hi/lo table maintenance and repair, and splinting material. Fee increased due to addition of new simulated exercise being implemented.
- (102) The College of Dentistry anatomy laboratory must provide cadavers, supplies and equipment to D1 and DH3 students for required courses. The proposed fee will help offset the costs associated with operating the anatomy lab.
- (103) This is a lab fee to operate and supply the Anatomy Lab. The costs to run the lab are escalating rapidly; for example, there has been a recent increase of almost 15% in the cost of cadavers.
- (104) Fees eliminated; deposits no longer required for Medical Laboratory Science, Diagnostic Medical Sonography, Medical Nutrition, Nuclear Medicine Technology, Radiography, and Radiation Therapy.
- (105) Fee increased to cover increased costs in maintaining/leasing iPads, virtual microscopy software/hardware maintenance fees and virtual microscopy online portal fee. This fee covers maintenance and replacement of iPads used in student labs on Omaha and Kearney campuses, full microscope replacement, virtual microscopy equipment maintenance, and student access to web-based viewer.
- the replacement of equipment in the Computer and Clinical Skills Labs. The College determined that there was a need for a five-year plan to provide available funds for replacement equipment. The original equipment is now over five years old and the College is using these funds for replacement.
- (107) The Anatomy and Neuroanatomy Fee replaces the M-ID 570 and M-ID 580 fees. This is a lab fee to operate and supply the Anatomy Lab. The costs to run the lab are escalating rapidly; for example, there has been a recent increase of almost 15% in the cost of cadavers.
- (108) ATI Learning System is utilized in the undergraduate program to prepare students for the NCLEX (licensing) exam. The ATI products have been enhanced to correlate to student performance and test scores, and prices for the ATI products have increased. After extensive analysis of ATI product costs, it has been determined that a fee of \$27 will cover expenses that the CON accrues in FY19.
- (109) A fee increase of \$50/student/semester is requested. This fee is used to pay the fee assessed to the College of Public Health by ITS for the ITS Video Services Reallocation. The fee has not been raised since 2012, despite increases in the ITS costs.
- (110) McGoogan Library requests increasing the *optional* student fee for binding dissertations or theses. In Spring 2017, the library's bindery vendor increased its charges to cover fuel for delivering bound copies. In previous years, McGoogan Library absorbed shipping costs, as well as costs for staff processing effort.

University of Nebraska at Omaha Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019				
Department	Course Number	Current Fee 2017-2018	Proposed Fee 2018-2019	
<b>College of Arts and Sciences</b>				
Biology	BIOL 2740 Human Physiology and Anatomy I (per student)	\$ 15.00	\$ 30.00	(111)
Biology	BIOL 2840 Human Physiology and Anatomy II (per student)	\$ 15.00	\$ 30.00	(111)
Biology	BIOL/ENVN 3670 Introduction to Sustainable Landscape Design Laboratory (per student)	\$ 10.00	\$ 17.00	(112)
Environmental Studies	ENVN 2000 Landscape Appreciation and Environmental Sustainability (per student)	\$ -	\$ 5.00	(113)
Environmental Studies	ENVN 4610 Environmental Monitoring and Assessment (per student)	\$ -	\$ 20.00	(114)
Mathematics	MATH 1210 Intermediate Algebra (per student)	\$ -	\$ 5.00	(115)
Mathematics	MATH 1220 College Algebra (per student)	\$ -	\$ 5.00	(115)
Mathematics	MATH 1310 Intermediate Algebra (per student)	\$ 5.00	\$ -	(116)
Mathematics	MATH 1330 Trigonometry (per student)	\$ -	\$ 5.00	(115)
Mathematics	MATH 1930 Calculus for the Managerial, Life, and Social Sciences (per student)	\$ -	\$ 5.00	(115)
<b>College of Business Administration</b>				
Finance, Banking and Real Estate	FNBK 3500 Financial Markets (per student)	\$ 215.00	\$ 99.00	(117)
<b>College of Communication, Fine Arts and Media</b>				
Art and Art History	ART 1100 Foundation Drawing and Design: Two Dimensional Applications (per student)	\$ 20.00	\$ 40.00	(118)
Art and Art History	ART 3370 Technology in Arts Education (per student)	new course	\$ 100.00	(119)
Art and Art History	ART 3510 Elementary Printmaking (per student)	\$ 100.00	\$ 136.00	(120)
Art and Art History	ART 3520 Photographic Digital Printmaking (per student)	\$ 100.00	\$ 175.00	(121)
Art and Art History	ART 3610 Elementary Ceramics (per student)	\$ 60.00	\$ 212.00	(122)
Art and Art History	ART 3620 Intermediate Ceramics (per student)	\$ 60.00	\$ 212.00	(122)
Art and Art History	ART 3910 Intermediate Printmaking (per student)	\$ 100.00	\$ 119.00	(123)
Art and Art History	ART 4510 Advanced Techniques in Printmaking (per student)	\$ 100.00	\$ 175.00	(123)
Art and Art History	ART 4610 Advanced Ceramics (per student)	\$ 60.00	\$ 212.00	(122)
Music	MUS 1010 Music Technology Seminar (per student)	\$ 75.00	\$ 90.00	(124)
Theatre	THEA 1550 Costume and Makeup for Theatre (per student)	\$ 65.00	\$ 125.00	(125)
Theatre	THEA 1630 Stagecraft (per student)	\$ -	\$ 30.00	(126)
Theatre	THEA 2310 Acting I (per student)	\$ -	\$ 15.00	(127)
Theatre	THEA 2510 Costume Patterning and Draping (per student)	\$ -	\$ 65.00	(128)
Theatre	THEA 3660 Stage and TV Lighting (per student)	\$ -	\$ 15.00	(129)
Theatre	THEA 4050 Shakespeare on Film: The Art of Interpretation (per student)	\$ -	\$ 160.00	(130)
Theatre	THEA 8665 Stage and TV Lighting (per student)	\$ -	\$ 15.00	(129)
<b>College of Education</b>				
Counseling	COUN 8220 Counseling Practicum (per student)	\$ 15.00	\$ 150.00	(131)
Counseling	COUN 8740 School Counseling Groups (per student)	\$ -	\$ 200.00	(132)
Physical Education	PE 8210 Emergency Management of Injuries and Illnesses (per student)	\$ -	\$ 18.00	(133)
Physical Education	PE 8360 Advanced Orthopedic and Medical Aspects of Athletic Training (per student)	\$ -	\$ 31.00	(134)

University of Nebraska at Omaha Laboratory, Student, and Miscellaneous Fee Changes for 2018-2019			
Department	Course Number	Current Fee 2017-2018	Proposed Fee 2018-2019
<b>Miscellaneous Fees</b>			
Academic and Student Affairs/Enrollment Management	Student Access and Success Fee	\$ 92.95	\$ 98.05 <sup>(135)</sup>
Office of Undergraduate Admissions	Enrollment Deposit Fee	\$ -	\$ 100.00 <sup>(136)</sup>

(111) Fee covers various consumables such as electrophysiology mouth pieces and electrodes, lab cleaning supplies, markers, and model building supplies; slide replacements; and model updates. A \$15 fee increase is requested to cover the cost of dissection specimens (\$13) and gloves (\$2) for dissections. Currently, students pay out-of-pocket for these fees and split the cost of the specimens and gloves with other students in class. At the request of Chancellor Gold, the cost for dissection specimens and gloves are being incorporated into the lab fee.

(112) Fee covers large format copies for maps used in concept design projects. The course was formerly taught as HORT 2670; however, the fee associated with the course was not requested when the course changed to BIOL/ENVN 3670. The course involves students having in-class training and experience with landscape design. The base maps and markers/pens provide students with the materials for the lab experience that mimic what would be used at a landscape architectural firm.

(113) Fee covers large format copies for maps used in concept design projects. This is a General Education course and using base maps for in-class activities will provide a hands-on experience for students to understand the process and procedures for landscape design. Two students per map allows suitable participation in a cost-effective manner.

(114) ENVN 4610 is cross-listed with Biology 4610, Geology 4610, Geography 4610/8616, for which \$20 lab fees are charged. Fee covers two minivan rentals (\$80 each) for two field trips.

(115) Fee covers costs incurred for the student materials and operation of the UNO Math Lab, and are for the fiscal year. An additional yearly cost per computer of \$100 for the Virtual Machines' licenses is being added this year. There are 161 computers in the UNO Math Lab.

(116) Math 1310 was replaced by Math 1220.

(117) The required textbook for the course is exclusively offered by a third party. A change will be made in the third party used for the course effective Fall 2018 from Securities Training Corporation (STC) to Solomon Exam Prep. STC charged \$215 per student, while Solomon is only \$99 per student. The fee will provide students access to Solomon's online learning management system, which provides the e-book, progress quizzes, practice exams, and review content.

(118) Fee covers supply replacements, including drawing materials and paper, tools and materials such as rulers, triangles, T-squares, equipment repairs, and replacements such as drawing horses, easels, drawing board, projector light bulbs, and cleaning supplies.

(119) Art 3370 is a new required course for art education majors starting in Fall 2017. This course provides hands-on experience for art education/education students to learn how to apply and implement current and emerging technologies in curriculum design and lessons in K-12 school settings. It is critical that the Art 3370 course offer students opportunities to become familiar with and implement popular apps and current/emerging technology for education. Fee covers art-, art education-, or education-related mobile apps (\$200); art education- or technology-related current software, online services, or equipment (\$800); and iOS devices such as iPads and their accessories for students (\$800 for 2-3 devices each year for the first four years and for the device updates/upgrades starting in the fifth year).

(120) This fee has not increased since at least 2008. Costs for some materials have doubled in this time and several primary printmaking suppliers have closed. The current fee does not cover the current expenditures for the class, which include paper, solvents, disposable nitrile gloves, shop towels, ink, linoleum and birch plywood for relief printing, ultra fine lithography plates, and other supplies.

(121) This fee has not increased since at least 2008. Costs for some materials have doubled in this time and several primary printmaking suppliers have closed. The current fee does not cover the current expenditures for the class, which include paper, solvents, disposable nitrile gloves, shop towels, ink, linoleum for relief printing, smart plates, smart plate chemistry, transfer paper/carbon paper, and other supplies.

(122) The increased fee reflects necessary additions to the curriculum. The fee covers necessary, consumable materials including clay, pottery plaster, shipping, kiln parts, and glaze chemicals.

(123) This fee has not increased since at least 2008. Costs for some materials have doubled in this time and several primary printmaking suppliers have closed. The current fee does not cover the current expenditures for the class, which include paper, solvents, disposable nitrile gloves, shop towels, ink, linoleum for relief printing, plywood, transfer paper/carbon paper, and other supplies.

(124) The School of Music is undergoing expansion and renovation including the construction of a new recording studio facility. This renovation will add four additional recording studio spaces for a total of five rooms; this new space requires the purchase of equipment to outfit all recording needs. The current renovation budget will cover some but not all items needed for such a dramatic increase in studio size. Further, many of these items are consumables such as gaff tape, soldering equipment, compact discs which constitute ongoing costs. Funding will be primarily dedicated to software licenses that are either subscription based or need to be purchased for new computers in the studio.

(125) The current \$65 fee is for the Costume class only; Costume and Makeup now have been combined into one course which increases the total expense. This course is a hands-on technical class which uses consumable materials (makeup, fabric, etc.) as well as tools for application of the makeup and the building and sewing of costume samplers and garments. The increased fee would cover required tools and materials for both sections of the course. Previously, students were required to purchase their own materials, but some would not do so because of their lack of funds. This fee will be covered by their financial aid, and so everyone will have the materials necessary for the course.

(126) This is a hands-on introductory course that focuses on tools, scenery construction, properties, scene painting, drafting and model building for theatre. There are six application projects in this course: woodworking, molding and casting, scene painting, drafting, scenic model building, and combining all semester topics into a final project. The fee only covers materials used by the entire class; additional needs will be purchased by the individual students.

(127) The fee will enable the proper cleaning, repair and replacement of gymnastics mats; cleaning supplies; individual yoga mats; exercise equipment for physical training including balls of various sizes; foam rollers; copies of scripts; articles; music and guidelines; musical and percussive instruments for rhythmic training; art supplies for visual art exercises; technology updates for music; microphones; portable speakers; neutral and comedian masks (breathable and fitted to the student); materials for puppet creation; standard rehearsal costumes; props; hats and stage weapons; class guest artists; and rehearsal piano accompanist.

(128) Costume Patterning and Draping is an experiential learning course with the majority of course content being delivered via in-class demos and projects requiring students to develop a greater depth of knowledge and understanding of terms, techniques, materials, machines and safety required in the draping, patterning and construction of theatrical costumes. The course fee is necessary to cover the cost of in-class supplies including fabric shears, yardages of fashion fabric and mockup muslin, pattern paper for pattern curves, snaps, buttons, etc. It also helps defray the cost of maintaining classroom equipment, such as sewing machines, sergers, shears and rotary blades.

(129) Stage and TV Lighting is an active, hands-on teaching experience. The fee will be used to purchase supplies and safety equipment required for the course. This will include items such as safety glasses, gloves, wrenches and drafting supplies. The fee will also subsidize the replacement of lamps used in the theatrical lights. The instructor will purchase these items in bulk and develop an inventory of materials, thus saving students from purchasing this equipment at a much higher expense.

(130) The fee supports the use of an off-campus Film Streams' theatre for the screening of full-length films. Lectures and discussions that happen in traditional meetings of this class are held on the North campus, but there is no suitable space for full-length film screenings at UNO with the appropriate projector, screen, audience configuration, sightlines, sound reproduction, sound isolation from adjoining spaces, or room lighting. The closest possible fit would be the Criss Library Theatre (which seats 20), but that space cannot be reserved in advance of the eight screenings, making it impossible to organize the class showings. Film Streams does not charge an admission fee for this rental. The fee itself will cover the cost of a union projectionist for each of the showings in addition to a reduced rental fee.

(131) The Counseling Department operates an in-house Community Counseling Clinic; it is a requirement by CACREP accreditation that graduate students complete 700 hours of clinical experience with 280 of those hours being direct client contact. The Community Counseling Clinic provides students with experiences, under direct and indirect supervision from licensed counseling faculty and staff, that is consistent with the work of a licensed professional counselor. Costs associated with supervision and other administrative responsibilities, along with telephone, marketing materials, and other office supplies, constitute the key operational costs of the clinic. These costs are shared with COUN 8360/8740 that are required courses for counseling students. This fee was requested at \$150 last year, but was incorrectly entered as \$15.

(132) The Counseling Department requires a "Group Experience" for students in all three specialization programs (Clinical Mental Health, School, and Student Affairs) that is run through the UNO Community Counseling Clinic. In the past, students had the option of attending "group therapy" outside the Counseling Department; costs exceeded \$200 due to participation in services provided by private practitioners. The Counseling Department uses graduates who are licensed mental health providers, but willing to work at a reduced fee to "give back" to the program. In order to provide this opportunity to the students, a clinical coordinator is hired to staff the clinic during clinical sessions. There are also operational costs that incur which include telephone and other miscellaneous office supplies. These costs are shared with COUN 8220.

(133) Expendable items (gauze, bandages, disposable gloves, steri-strips, cotton balls, cotton-tipped applicators, Red Cross Oxygen Certification) are purchased each semester. These materials are used to instruct specific course-related competencies and are used by each student.

(134) Expendable items (speculas for Otoscope, tubes for peak flow meter, lancets, specimen cups, pipettes, urinalysis strips, cast tape and pads, stockinette) are purchased each semester. These materials are used to instruct specific course-related competencies and are used by each student.

(135) The fee is charged each semester for all enrolled undergraduate and graduate students. The increase is necessary to cover the estimated salary and benefits increases for staff members funded by the fee. Two positions in the Academic and Career Development Center will be moved to the fee account due to reductions in state funding. These positions provide direct student support aligned with the purpose and function of the Student Access and Success Fee.

(136) Currently, students at UNO pay a \$100 Enrollment Deposit that is applied towards their tuition and/or fees for the first semester. This credit appears on the first billing cycle of the semester in which the student is admitted. Beginning in Spring 2019 (similar to UNL), all students admitted to UNO (new, transfer, readmitted, and international students) will pay a \$100 Enrollment Fee vs. the current \$100 Enrollment Deposit. UNO requires this \$100 fee to be paid by December 1 (spring semester) and May 1 (summer/fall semesters) to finalize the admission process and secure the student's space in the incoming class. The enrollment fee will be fully refundable prior to the deadlines noted above. If the student chooses not to enroll, the enrollment fee can be used for the following term.

TO: The Board of Regents Addendum IX-D-3

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Spring 2018 Enrollment Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: March 31, 2017– The Board accepted the spring 2017 enrollment report

EXPLANATION: Attached is the spring 2018 enrollment report including comparisons to spring 2017. NU-wide highlights are reported below and individual campus data can be obtained in the full report.

Total headcount enrollment of 48,953 represented a decrease of -0.5% over spring 2017. Undergraduate headcount enrollment (36,174) decreased by -0.7% from the previous year and graduate enrollment (9,566) by -0.1%. Professional enrollment (2,984) increased by 2.6%.

Total nonresident enrollment increased by 0.8% from spring 2017 to spring 2018, while total resident enrollment decreased by -0.8%. Spring 2018 total nonresident enrollment was 11,924, while resident enrollment was 36,800. Increases in enrollment were reported in the area of resident nonresident professional (11.3%) enrollment. Enrollment in most other resident and nonresident student categories was static.

Full-time equivalent (FTE) enrollment for the spring 2017 to spring 2018 reporting period decreased by -0.1% overall, falling from 41,170 in 2017 to 41,139 in 2018. Undergraduate FTE decreased by -0.4%. Graduate student FTE increased by 0.2%. Undergraduate FTE for spring 2018 was 32,735; graduate FTE 5,624; and professional FTE 2,780. Total Semester Credit Hours (SCH) changed at a rate similar to headcount. The total SCH change from spring 2017 to 2018 was -0.1% (or a decrease from 579,131 to 578,469 SCH).

SPONSOR: Kristin E. Yates  
Associate Vice President for Institutional Research and  
Chief Data Officer

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 16, 2018

UNIVERSITY OF NEBRASKA  
SUMMARY - HEADCOUNT ENROLLMENT REPORT  
SPRING SEMESTER 2018

	Administrative Site			
	Spring 2018	Spring 2017	Difference	% Change
<b>UNIVERSITY OF NEBRASKA - LINCOLN</b>				
<b>Undergraduate</b>				
Agricultural Sciences & Natural Resources	2,171	2,166	5	0.2%
Architecture	383	369	14	3.8%
Arts & Sciences	4,247	4,132	115	2.8%
Business Administration	3,726	3,584	142	4.0%
Education and Human Sciences	2,707	2,786	(79)	-2.8%
Engineering	2,854	2,843	11	0.4%
Fine & Performing Arts	658	623	35	5.6%
Journalism & Mass Communications	1,038	1,031	7	0.7%
Explore Center Undergraduates	1,396	1,537	(141)	-9.2%
Visiting	226	316	(90)	-28.5%
<b>First-Time Freshmen</b>	<b>99</b>	<b>117</b>	<b>(18)</b>	<b>-15.4%</b>
<b>Undergraduate Subtotal</b>	<b>19,406</b>	<b>19,387</b>	<b>19</b>	<b>0.1%</b>
<b>Graduate</b>	<b>4,396</b>	<b>4,446</b>	<b>(50)</b>	<b>-1.1%</b>
<b>Professional</b>				
Architecture	77	82	(5)	-6.1%
Education and Human Sciences	15	13	2	15.4%
Law	362	329	33	10.0%
Plant Health	14	10	4	40.0%
Veterinary Medicine	47	49	(2)	-4.1%
<b>Professional Subtotal</b>	<b>515</b>	<b>483</b>	<b>32</b>	<b>6.6%</b>
<b>UNL TOTAL</b>	<b>24,317</b>	<b>24,316</b>	<b>1</b>	<b>0.0%</b>
<b>UNIVERSITY OF NEBRASKA MEDICAL CENTER</b>				
<b>Undergraduate</b>				
Dentistry (Dental Hygiene)	47	47	0	0.0%
Allied Health	103	116	(13)	-11.2%
Nursing	704	747	(43)	-5.8%
Unclassified	22	17	5	29.4%
<b>Undergraduate Subtotal</b>	<b>876</b>	<b>927</b>	<b>(51)</b>	<b>-5.5%</b>
<b>Graduate</b>	<b>454</b>	<b>416</b>	<b>38</b>	<b>9.1%</b>
<b>Professional</b>				
Allied Health	414	386	28	7.3%
Post MSN Cert	21	23		
Nursing Practice (DNP)	135	107	28	26.2%
Nursing MSN	216	239	(23)	-9.6%
Radiology Oncology Physics	2	1	1	100.0%
Med Family Therapy	1	0	1	100.0%
Public Health	168	176	(8)	-4.5%
Pharmacy	237	239	(2)	-0.8%
Dentistry	218	215	3	1.4%
Medicine (M.D.)	508	508	0	0.0%
Medicine (Post M.D.)	549	532	17	3.2%
<b>Professional Subtotal</b>	<b>2,469</b>	<b>2,426</b>	<b>43</b>	<b>1.8%</b>
<b>UNMC TOTAL</b>	<b>3,799</b>	<b>3,769</b>	<b>30</b>	<b>0.8%</b>
<b>UNIVERSITY OF NEBRASKA AT OMAHA</b>				
<b>Undergraduate</b>				
Arts & Sciences	3,165	3,158	7	0.2%
Business Administration	1,810	1,914	(104)	-5.4%
Communication, Fine Arts and Media	909	917	(8)	-0.9%
Education	1,386	1,341	45	3.4%
Information Science & Technology	942	906	36	4.0%
CPACS	1,308	1,277	31	2.4%
Continuing Studies	983	1,132	(149)	-13.2%
Non-Degree	258	249	9	3.6%
University Division	779	705	74	10.5%
<b>First-Time Freshmen</b>	<b>71</b>	<b>64</b>	<b>7</b>	<b>10.9%</b>
<b>Undergraduate Subtotal</b>	<b>11,540</b>	<b>11,599</b>	<b>(59)</b>	<b>-0.5%</b>
<b>Graduate</b>	<b>2,960</b>	<b>3,058</b>	<b>(98)</b>	<b>-3.2%</b>
<b>UNO TOTAL</b>	<b>14,500</b>	<b>14,657</b>	<b>(157)</b>	<b>-1.1%</b>
<b>UNIVERSITY OF NEBRASKA AT KEARNEY</b>				
<b>Undergraduate</b>				
Business & Technology	1,047	1,098	(51)	-4.6%
Education	1,021	1,062	(41)	-3.9%
Fine Arts & Humanities	453	498	(45)	-9.0%
Natural & Social Sciences	1,057	1,129	(72)	-6.4%
University College	657	621	36	5.8%
Non-Degree	117	114	3	2.6%
<b>First-Time Freshmen</b>	<b>29</b>	<b>36</b>	<b>(7)</b>	<b>-19.4%</b>
<b>Undergraduate Subtotal</b>	<b>4,352</b>	<b>4,522</b>	<b>(170)</b>	<b>-3.8%</b>
<b>Graduate</b>	<b>1,756</b>	<b>1,658</b>	<b>98</b>	<b>5.9%</b>
<b>UNK TOTAL</b>	<b>6,108</b>	<b>6,180</b>	<b>(72)</b>	<b>-1.2%</b>
<b>UNIVERSITY OF NEBRASKA UNDERGRADUATE</b>	<b>36,174</b>	<b>36,435</b>	<b>(261)</b>	<b>-0.7%</b>
<b>FIRST-TIME FRESHMEN TOTAL</b>	<b>199</b>	<b>217</b>	<b>(18)</b>	<b>-8.3%</b>
<b>UNIVERSITY OF NEBRASKA GRADUATE</b>	<b>9,566</b>	<b>9,578</b>	<b>(12)</b>	<b>-0.1%</b>
<b>UNIVERSITY OF NEBRASKA PROFESSIONAL</b>	<b>2,984</b>	<b>2,909</b>	<b>75</b>	<b>2.6%</b>
<b>UNIVERSITY OF NEBRASKA TOTAL</b>	<b>48,724</b>	<b>48,922</b>	<b>(198)</b>	<b>-0.4%</b>
Nebraska College of Technical Agriculture (NCTA)	229	287	(58)	-20.2%
<b>UNIVERSITY OF NEBRASKA TOTAL (with NCTA)</b>	<b>48,953</b>	<b>49,209</b>	<b>(256)</b>	<b>-0.5%</b>

Source: UNL, UNO, UNK, UNMC Office of Institutional Research

**UNIVERSITY OF NEBRASKA  
FULL-TIME & PART-TIME ENROLLMENT BY LEVEL  
SPRING SEMESTER 2018**

	Spring 2018		Spring 2017		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNL</b>						
Undergraduate	17,826	1,580	17,675	1,712	0.9%	-7.7%
Graduate	2,142	2,254	2,107	2,339	1.7%	-3.6%
Professional	451	64	420	63	7.4%	1.6%
<b>Total</b>	<b>20,419</b>	<b>3,898</b>	<b>20,202</b>	<b>4,114</b>	<b>1.1%</b>	<b>-5.3%</b>
	Spring 2018		Spring 2017		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNMC</b>						
Undergraduate	703	173	743	184	-5.4%	-6.0%
Graduate	368	86	339	77	8.6%	11.7%
Professional	2,228	241	2,187	239	1.9%	0.8%
<b>Total</b>	<b>3,299</b>	<b>500</b>	<b>3,269</b>	<b>500</b>	<b>0.9%</b>	<b>0.0%</b>
	Spring 2018		Spring 2017		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNO</b>						
Undergraduate	8,853	2,687	8,864	2,735	-0.1%	-1.8%
Graduate	891	2,069	955	2,103	-6.7%	-1.6%
Professional						
<b>Total</b>	<b>9,744</b>	<b>4,756</b>	<b>9,819</b>	<b>4,838</b>	<b>-0.8%</b>	<b>-1.7%</b>
	Spring 2018		Spring 2017		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNK</b>						
Undergraduate	3,632	720	3,777	745	-3.8%	-3.4%
Graduate	251	1,505	226	1,432	11.1%	5.1%
Professional						
<b>Total</b>	<b>3,883</b>	<b>2,225</b>	<b>4,003</b>	<b>2,177</b>	<b>-3.0%</b>	<b>2.2%</b>
	Spring 2018		Spring 2017		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>University of Nebraska Total</b>						
Undergraduate	31,014	5,160	31,059	5,376	-0.1%	-4.0%
Graduate	3,652	5,914	3,627	5,951	0.7%	-0.6%
Professional	2,679	305	2,607	302	2.8%	1.0%
<b>Total</b>	<b>37,345</b>	<b>11,379</b>	<b>37,293</b>	<b>11,629</b>	<b>0.1%</b>	<b>-2.1%</b>

Source: UNL, UNO, UNK, UNMC Office of Institutional Research

**UNIVERSITY OF NEBRASKA  
SUMMARY - FULL-TIME EQUIVALENT ENROLLMENT REPORT  
SPRING SEMESTER 2018**

<b>UNL</b>				
	<b>Spring 2018</b>	<b>Spring 2017</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	18,353	18,246	107	0.6%
Graduate	2,893	2,887	6	0.2%
Professional	472	441	31	7.0%
<b>Total</b>	<b>21,718</b>	<b>21,574</b>	<b>144</b>	<b>0.7%</b>
<b>UNMC</b>				
	<b>Spring 2018</b>	<b>Spring 2017</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	761	804	(43)	-5.3%
Graduate	397	365	32	8.8%
Professional	2,308	2,267	41	1.8%
<b>Total</b>	<b>3,466</b>	<b>3,436</b>	<b>30</b>	<b>0.9%</b>
<b>UNO</b>				
	<b>Spring 2018</b>	<b>Spring 2017</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	9,749	9,776	(27)	-0.3%
Graduate	1,581	1,656	(75)	-4.5%
Professional				
<b>Total</b>	<b>11,330</b>	<b>11,432</b>	<b>(102)</b>	<b>-0.9%</b>
<b>UNK</b>				
	<b>Spring 2018</b>	<b>Spring 2017</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	3,872	4,025	(153)	-3.8%
Graduate	753	703	50	7.1%
Professional				
<b>Total</b>	<b>4,625</b>	<b>4,728</b>	<b>(103)</b>	<b>-2.2%</b>
<b>University of Nebraska Total</b>				
	<b>Spring 2018</b>	<b>Spring 2017</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	32,735	32,851	(116)	-0.4%
Graduate	5,624	5,611	13	0.2%
Professional	2,780	2,708	72	2.7%
<b>Total</b>	<b>41,139</b>	<b>41,170</b>	<b>(31)</b>	<b>-0.1%</b>

Source: UNL, UNO, UNK, UNMC Office of Institutional Research

\* Does not include NCTA

Note: Full-time equivalent (FTE) is defined as full-time plus one third part-time headcount.



**UNIVERSITY OF NEBRASKA  
HEADCOUNT ENROLLMENT BY RESIDENCY STATUS BY LEVEL  
SPRING SEMESTER 2018**

	Resident Enrollment (a)			Nonresident Enrollment (a)			Total		
	2018	2017	% Change	2018	2017	% Change	2018	2017	% Change
<b>UNIVERSITY OF NEBRASKA - LINCOLN</b>									
Undergraduate	14,178	14,305	-0.9%	5,228	5,082	2.9%	19,406	19,387	0.1%
First-Time Freshmen	32	33	-3.0%	67	84	-20.2%	99	117	-15.4%
Graduate	1,812	1,896	-4.4%	2,584	2,550	1.3%	4,396	4,446	-1.1%
Professional	345	361	-4.4%	170	122	39.3%	515	483	6.6%
<b>UNL TOTAL</b>	<b>16,335</b>	<b>16,562</b>	<b>-1.4%</b>	<b>7,982</b>	<b>7,754</b>	<b>2.9%</b>	<b>24,317</b>	<b>24,316</b>	<b>0.0%</b>
<b>UNIVERSITY OF NEBRASKA MEDICAL CENTER</b>									
Undergraduate	768	815	-5.8%	108	112	-3.6%	876	927	-5.5%
Graduate	174	155	12.3%	280	261	7.3%	454	416	9.1%
Professional	1,980	1,956	1.2%	489	470	4.0%	2,469	2,426	1.8%
<b>UNMC TOTAL</b>	<b>2,922</b>	<b>2,926</b>	<b>-0.1%</b>	<b>877</b>	<b>843</b>	<b>4.0%</b>	<b>3,799</b>	<b>3,769</b>	<b>0.8%</b>
<b>UNIVERSITY OF NEBRASKA AT OMAHA</b>									
Undergraduate	10,207	10,199	0.1%	1,333	1,400	-4.8%	11,540	11,599	-0.5%
First-Time Freshmen	42	34	23.5%	29	30	-3.3%	71	64	10.9%
Graduate	2,294	2,307	-0.6%	666	751	-11.3%	2,960	3,058	-3.2%
<b>UNO TOTAL</b>	<b>12,501</b>	<b>12,506</b>	<b>0.0%</b>	<b>1,999</b>	<b>2,151</b>	<b>-7.1%</b>	<b>14,500</b>	<b>14,657</b>	<b>-1.1%</b>
<b>UNIVERSITY OF NEBRASKA AT KEARNEY</b>									
Undergraduate	3,771	3,924	-3.9%	581	598	-2.8%	4,352	4,522	-3.8%
First-Time Freshmen	10	12	-16.7%	19	24	-20.8%	29	36	-19.4%
Graduate	1,271	1,178	7.9%	485	480	1.0%	1,756	1,658	5.9%
<b>UNK TOTAL</b>	<b>5,042</b>	<b>5,102</b>	<b>-1.2%</b>	<b>1,066</b>	<b>1,078</b>	<b>-1.1%</b>	<b>6,108</b>	<b>6,180</b>	<b>-1.2%</b>
<b>UNIVERSITY OF NEBRASKA UNDERGRADUATE</b>	<b>28,924</b>	<b>29,243</b>	<b>-1.1%</b>	<b>7,250</b>	<b>7,192</b>	<b>0.8%</b>	<b>36,174</b>	<b>36,435</b>	<b>-0.7%</b>
<b>FIRST-TIME FRESHMEN TOTAL</b>	<b>84</b>	<b>79</b>	<b>6.3%</b>	<b>115</b>	<b>138</b>	<b>-16.7%</b>	<b>199</b>	<b>217</b>	<b>-8.3%</b>
<b>UNIVERSITY OF NEBRASKA GRADUATE</b>	<b>5,551</b>	<b>5,536</b>	<b>0.3%</b>	<b>4,015</b>	<b>4,042</b>	<b>-0.7%</b>	<b>9,566</b>	<b>9,578</b>	<b>-0.1%</b>
<b>UNIVERSITY OF NEBRASKA PROFESSIONAL</b>	<b>2,325</b>	<b>2,317</b>	<b>0.3%</b>	<b>659</b>	<b>592</b>	<b>11.3%</b>	<b>2,984</b>	<b>2,909</b>	<b>2.6%</b>
<b>UNIVERSITY OF NEBRASKA TOTAL</b>	<b>36,800</b>	<b>37,096</b>	<b>-0.8%</b>	<b>11,924</b>	<b>11,826</b>	<b>0.8%</b>	<b>48,724</b>	<b>48,922</b>	<b>-0.4%</b>

Source: UNL, UNO, UNK, UNMC Office of Institutional Research

(a) Residency status is determined by whether a student pays resident or nonresident tuition. An individual qualifies as a resident of the State of Nebraska for tuition purposes at the University of Nebraska if, prior to the beginning of the terms for which residency is sought, he/she meets the standards defined in any one of eleven categories. See The University of Nebraska Policy Manual, section RP-5.7.1, Residency Determination for Tuition Purposes.

**UNIVERSITY OF NEBRASKA**  
**SUMMARY OF STUDENT CREDIT HOURS**

Student credit hours are assigned to the campus which grants the credit to the student.  
 Spring Semester, 2018

	<b>Spring 2018</b>	<b>Spring 2017</b>	<b>Difference</b>	<b>% Change</b>
UNL	299,460	296,761	2,699	0.9%
UNMC	52,090	52,990	(900)	-1.7%
UNO	161,857	162,765	(908)	-0.6%
UNK	65,062	66,615	(1,553)	-2.3%
<b>University of Nebraska Total</b>	<b>578,469</b>	<b>579,131</b>	<b>(662)</b>	<b>-0.1%</b>

Source: UNL, UNO, UNK Office of Institutional Research; UNMC Office of Academic Records

Number of credit hours for each campus, with details by College of Faculty and College of Student follows.

**UNIVERSITY OF NEBRASKA-LINCOLN  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2018

COLLEGE OF FACULTY															
COLLEGE OF STUDENT	CASNR	Arch.	Arts & Sciences	Business Admin.	Educ. & Human Sciences	Engineering	Fine & Perf. Arts	Graduate Studies	Journalism & Mass Comm.	Law	ROTC	Other Units	Spring 2018 Total	Spring 2017 Total	Change From Spring 2017
Ag. Sci. & Nat. Res.	18,867	63	7,763	1,988	1,067	21	733		306		34	86	30,928	30,615	313
Architecture	41	4,742	923	126	81	42	146		12		1	18	6,132	5,995	137
Arts & Sciences	3,933	84	45,261	2,507	2,231	98	1,998		479		80	1,598	58,269	56,122	2,147
Business Administration	1,331	18	10,537	34,964	1,468	33	1,725		474		59	693	51,302	49,540	1,762
Education and Human Sciences	2,761	18	11,553	1,032	20,001	3	1,038		314		14	149	36,883	38,006	(1,123)
Engineering	2,224	216	11,428	1,002	139	18,228	518		795		62	608	35,220	34,590	630
Fine & Performing Arts	107	5	1,955	99	161	3	6,476		148		3	70	9,027	8,512	515
Journalism & Mass Communications	610	12	5,377	654	666		878		6,156		1	186	14,540	14,467	73
Explore Center Undergraduates	1,403	64	12,356	867	1,734	208	1,386		253		30	60	18,361	20,383	(2,022)
Visiting	107	14	515	18	107		42				1		804	1,089	(285)
Law			25	15			1		6	5,093	3	15	5,158	4,660	498
Graduate College	5,497	382	7,692	3,649	7,670	3,181	1,235		470	47	6	11	29,840	29,490	350
Dentistry													0	0	0
CPACS - UNO	84	3	1,701	78	226		142				45	3	2,282	2,484	(202)
Nursing - UNMC													0	0	0
Dental Graduates	3			3	6								12	7	5
Undergraduate - UNO	486					182							668	761	(93)
Graduate - UNO						34							34	40	(6)
<b>TOTAL Spring 2018</b>	<b>37,454</b>	<b>5,621</b>	<b>117,086</b>	<b>47,002</b>	<b>35,557</b>	<b>22,033</b>	<b>16,318</b>	<b>0</b>	<b>9,413</b>	<b>5,140</b>	<b>339</b>	<b>3,497</b>	<b>299,460</b>		
<b>TOTAL Spring 2017</b>	<b>36,177</b>	<b>5,630</b>	<b>114,867</b>	<b>41,609</b>	<b>36,651</b>	<b>20,624</b>	<b>15,778</b>	<b>0</b>	<b>9,918</b>	<b>4,556</b>	<b>390</b>	<b>3,232</b>		<b>296,761</b>	
<b>CHANGE FROM Spring 2017</b>	<b>1,277</b>	<b>(9)</b>	<b>2,219</b>	<b>5,393</b>	<b>(1,094)</b>	<b>1,409</b>	<b>540</b>	<b>0</b>	<b>(505)</b>	<b>584</b>	<b>(51)</b>	<b>265</b>			<b>2,699</b>
<b>% CHANGE</b>	<b>3.5%</b>	<b>-0.2%</b>	<b>1.9%</b>	<b>13.0%</b>	<b>-3.0%</b>	<b>6.8%</b>	<b>3.4%</b>	<b>0.0%</b>	<b>-5.1%</b>	<b>12.8%</b>	<b>-13.1%</b>	<b>8.2%</b>			<b>0.9%</b>

**UNIVERSITY OF NEBRASKA AT OMAHA  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2018

COLLEGE OF FACULTY												
COLLEGE OF STUDENT	Arts & Sciences	Business Admin	Comm., Fine Arts and Media	CPACS	Education	ISTE	University Division	ROTC	Other Units (a)	Spring 2018 Total	Spring 2017 Total	Change From Spring 2017
Arts and Sciences	31,678	1,086	2,228	1,512	1,676	405	8	42	184	38,819	38,967	(148)
Business Administration	5,148	13,592	1,952	516	352	174	0	8	74	21,816	22,722	(906)
Communication, Fine Arts and Media	2,562	213	7,717	204	383	86	2	1	16	11,184	11,244	(60)
Education	5,455	183	907	393	10,566	30	0	6	34	17,574	16,771	803
Information Science & Technology	2,937	514	534	218	61	7,179	0	16	27	11,486	11,060	426
Non-Degree	952	105	109	88	127	42	0	3	0	1,426	1,656	(230)
CPACS	4,104	342	689	8,681	492	75	6	66	9	14,464	14,042	422
Division of Continuing Studies	4,870	741	977	1,442	800	543	2	6	0	9,381	10,748	(1,367)
University Division	6,502	387	1,490	540	530	353	64	5	5	9,876	8,822	1,054
Graduate College	2,869	2,232	684	3,997	5,324	2,222	0	6	0	17,334	18,521	(1,187)
Agriculture - UNL	23	0	9	0	0	0	0	0	0	32	64	(32)
Architecture - UNL	0	0	3	0	0	0	0	0	0	3	60	(57)
Engineering - UNL	3,665	276	439	51	44	363	0	4	10	4,852	4,911	(59)
Education and Human Sciences - UNL	0	0	0	0	0	0	0	0	0	0	0	0
Undergraduate - UNL CPACS *	0	0	0	3,646	0	0	0	0	0	3,646	3,177	469
<b>TOTAL Spring 2018</b>	<b>70,765</b>	<b>19,671</b>	<b>17,738</b>	<b>21,288</b>	<b>20,355</b>	<b>11,472</b>	<b>82</b>	<b>163</b>	<b>359</b>	<b>161,893</b>		
<b>TOTAL Spring 2017</b>	<b>72,090</b>	<b>19,981</b>	<b>18,086</b>	<b>21,217</b>	<b>19,258</b>	<b>11,594</b>	<b>150</b>	<b>141</b>	<b>248</b>		<b>162,765</b>	
<b>CHANGE FROM Spring 2017</b>	<b>(1,325)</b>	<b>(310)</b>	<b>(348)</b>	<b>71</b>	<b>1,097</b>	<b>(122)</b>	<b>(68)</b>	<b>22</b>	<b>111</b>			<b>(872)</b>
<b>% CHANGE</b>	<b>-1.8%</b>	<b>-1.6%</b>	<b>-1.9%</b>	<b>0.3%</b>	<b>5.7%</b>	<b>-1.1%</b>	<b>-45.3%</b>	<b>15.6%</b>	<b>44.8%</b>			<b>-0.5%</b>

Source: UNO Institutional Research

a) Other Units include: Honors Colloquium, Library courses.

\*CPACS SCH from UNL campus includes cross-listed SCH.

**UNIVERSITY OF NEBRASKA AT KEARNEY  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.

Spring Semester, 2018

<b>COLLEGE OF FACULTY</b>							
<b>COLLEGE OF STUDENT</b>	<b>Business &amp; Tech</b>	<b>Education</b>	<b>Fine Arts &amp; Humanities</b>	<b>Natural &amp; Social Sciences</b>	<b>Spring 2018 Total</b>	<b>Spring 2017 Total</b>	<b>Change From Spring 2017</b>
Business & Technology	9,559	564	1,451	2,473	14,047	14,637	(590)
Education	853	8,136	1,916	3,043	13,948	14,713	(765)
Fine Arts & Humanities	352	651	3,851	1,262	6,116	6,695	(579)
Natural & Social Sciences	1,131	895	2,059	9,862	13,947	15,124	(1,177)
University College	934	497	1,618	3,953	7,002	6,246	756
Non-degree	122	129	435	226	912	745	167
Graduate	303	5,918	803	2,066	9,090	8,455	635
<b>TOTAL Spring 2018</b>	<b>13,254</b>	<b>16,790</b>	<b>12,133</b>	<b>22,885</b>	<b>65,062</b>		
<b>TOTAL Spring 2017</b>	<b>13,760</b>	<b>15,948</b>	<b>13,043</b>	<b>23,864</b>		<b>66,615</b>	
<b>CHANGE FROM Spring 2017</b>	<b>(506)</b>	<b>842</b>	<b>(910)</b>	<b>(979)</b>			<b>(1,553)</b>
<b>% CHANGE</b>	<b>-3.7%</b>	<b>5.3%</b>	<b>-7.0%</b>	<b>-4.1%</b>			<b>-2.3%</b>

Source: UNK Institutional Research

**UNIVERSITY OF NEBRASKA MEDICAL CENTER  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2018

<b>COLLEGE OF STUDENT</b>	<b>Allied Health</b>	<b>Medicine</b>	<b>Nursing</b>	<b>Pharmacy</b>	<b>Dentistry</b>	<b>Public Health</b>	<b>Spring 2018 Total</b>	<b>Spring 2017 Total</b>	<b>Change From Spring 2017</b>
Allied Health	7,472	350	273			15	8,110	7,746	364
Allied Health non-degree	65					2	67	74	-7
Visiting Non-degree IC	11						11	18	-7
Nursing - Omaha			3,424				3,424	3,775	-351
Nursing - Lincoln			2,289				2,289	2,467	-178
Nursing - Kearney			1,801				1,801	1,790	11
Nursing - Scottsbluff			1,352				1,352	1,346	6
Nursing - Norfolk			1,218				1,218	1,178	40
Nursing - Certificate			107				107	113	-6
Nursing - MSN			1,241			30	1,271	1,397	-126
Nursing - DNP			1,028			114	1,142	816	326
Dentistry - DDS					3,010		3,010	3,941	-931
Dental Hygiene					706		706	727	-21
Dental Certification Program					528	21	549	512	37
Medicine (M.D.)		10,198				4	10,202	10,380	-178
Post M.D.		8,864					8,864	8,600	264
Medical Family Therapy		33					33	18	15
Radiology Oncology Physics	4	28					32	2	30
Pharmacy		598		3,071		3	3,672	3,949	-277
Public Health MPH						1,040	1,040	1,104	-64
Certificate PH						126	126	165	-39
Graduate	14	1,843	97	457	36	617	3,064	2,872	-2
<b>TOTAL Spring 2018</b>	<b>7,566</b>	<b>21,914</b>	<b>12,830</b>	<b>3,528</b>	<b>4,280</b>	<b>1,972</b>	<b>52,090</b>		
<b>TOTAL Spring 2017</b>	<b>7,247</b>	<b>21,602</b>	<b>13,120</b>	<b>3,698</b>	<b>5,202</b>	<b>2,121</b>	<b>52,990</b>	<b>52,990</b>	
<b>CHANGE FROM Spring 2017</b>	<b>319</b>	<b>312</b>	<b>-290</b>	<b>-170</b>	<b>-922</b>	<b>-149</b>	<b>-900</b>		<b>-900</b>
<b>% CHANGE</b>	<b>4.4%</b>	<b>1.4%</b>	<b>-2.2%</b>	<b>-4.6%</b>	<b>-17.7%</b>	<b>-7.0%</b>	<b>-1.7%</b>		<b>-1.7%</b>

TO: The Board of Regents Addendum IX-D-4

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Renaming the Department of Family Studies and Interior Design to the Department of Family Studies in the College of Business and Technology at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: January 18, 2003 – The Board approved the renaming of the Department of Family and Consumer Sciences to the Department of Family Studies and Interior Design at UNK.

EXPLANATION: The Interior Design program will be moving to the UNK Department of Industrial Technology, necessitating a name change for the current UNK Department of Family Studies and Interior Design. The proposed name for this unit is the Department of Family Studies.

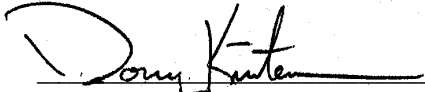
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.


PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs

APPROVED:

  
\_\_\_\_\_  
Douglas Kristensen, Chancellor  
University of Nebraska at Kearney

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: May 3, 2018

TO: The Board of Regents Addendum IX-D-5

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Expedited Approval of the Business in Health Administration (BIHA) Graduate Certificate in the College of Business Administration at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: October 5, 2017 – The Board approved the creation of the Master of Health Administration in the Department of Health Services Research and Administration in the College of Public Health at UNMC

July 15, 2000 – The Board of Regents delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

The UNO Master of Business Administration program was established prior to modern records of Board approvals.

EXPLANATION: The Business in Health Administration (BIHA) graduate certificate program was developed in collaboration with the University of Nebraska Medical Center (UNMC) College of Public Health to provide students pursuing the Master of Health Administration (MHA) program with the opportunity for additional training in economics, finance, and other topics relevant to health care management.

The BIHA curriculum, which is 12 credit hours in length plus foundation courses (six credit hours maximum) if not completed previously, is comprised of five credit hours of required courses and a minimum of seven credit hours of electives.

No additional time commitment or financial resources will be required for students seeking to complete both the UNMC MHA degree and the BIHA certificate; both designations can be earned within the established 57 credit hour requirement for the MHA program, and within the two or three year cohort period chosen for completion of the MHA program.

This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)



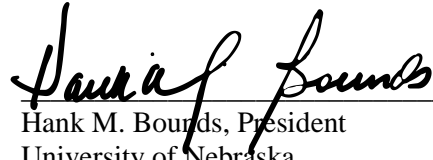
SOURCE OF FUNDS:

Not applicable

SPONSOR:

Susan M. Fritz  
Executive Vice President and Provost  
Dean of the Graduate College

APPROVED:

  
\_\_\_\_\_  
Hank M. Bouds, President  
University of Nebraska

DATE:

May 3, 2018

TO: The Board of Regents Addendum IX-D-6  
Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Expedited Approval of the Kodály Graduate Certificate in the School of Music at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: July 15, 2000 – The Board of Regents delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

February 17, 1984 – The Board approved the Master of Music degree program at UNO.

EXPLANATION: The Kodály method, named after Hungarian composer and ethnomusicologist Zoltán Kodály, is a specialized pedagogical system and comprehensive training program that promotes music literacy through experiential learning in singing, movement, and reading activities.

The proposed Kodály certificate is comprised of four courses totaling 15-16 credit hours. Kodály I, Kodály II, and Kodály III would be required for all students. For the fourth course, students have the option of: 1) taking Kodály IV (four credit hours); or 2) taking another (three-credit hour) music education course (MUS 8610 – Organization and Administration of Music, MUS 8630 – Research in Music Education, or MUS 8640 – Foundations of Music Education).

The Kodály certificate also would provide an entry point for students into the Master of Music program. With the completion of the certificate, students will have completed a significant number of required credit hours toward the Master of Music degree. Additionally, the certificate provides an opportunity for music educators to accrue additional professional credentials that can be applied to recertification or ongoing professional development.

The Kodály courses are adequately staffed with a combination of full-time and part-time faculty. No new faculty resources are needed.

This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty resources will be required.)

SOURCE OF FUNDS:

Not applicable

SPONSOR:

Susan M. Fritz  
Executive Vice President and Provost  
Dean of the Graduate College

APPROVED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

May 3, 2018

TO: The Board of Regents Addendum IX-D-7

Academic Affairs

MEETING DATE: June 28, 2018

SUBJECT: Renaming the Bachelor of Science in Biotechnology to the Bachelor of Science in Molecular and Biomedical Biology in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: October 5, 1989 – The Board approved the establishment of the UNO-UNMC Cooperative Bachelor of Science in Biotechnology.

EXPLANATION: The proposed renaming of the Bachelor of Science in Biotechnology to the Bachelor of Science in Molecular and Biomedical Biology more accurately describes the program's core curriculum and elective courses. The proposed name will benefit students as they pursue post-baccalaureate opportunities and various career pathways.

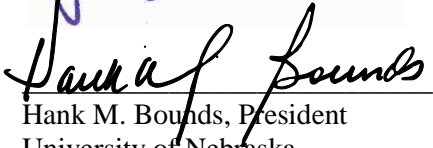
This proposal has been reviewed by the Council of Academic Officers.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: B.J. Reed  
Senior Vice Chancellor for Academic and Student Affairs

APPROVED:   
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

  
Hank M. Bounds, President  
University of Nebraska

DATE: June 1, 2018

TO: The Board of Regents Addendum IX-D-8

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Report of Bids and Contracts

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended April 18, 2018.

The report outlines the following: type of action; campus; description and use of the product, service, or project; funding source; approved budget amount; contract amount; contractor or vendor; and a bid review or bid explanation if the low responsible bid was not accepted.

APPROVED: Chris J. Kabourek  
Interim Vice President for Business and Finance | CFO

DATE: May 31, 2018

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNK	Nebraskan Student Union Renovation	Revenue Bond Funds	\$6 million	\$4,648,490	Hausmann Construction, Inc.	Construction Manager Guaranteed Maximum Price
Construction	UNL	August N. Christenson Research and Education Building(M080)Addition	Cash, Revolving	1,354,000	1,338,000	Sampson Construction CO., Inc.	Low Bid Construction
Construction	UNL	City Campus(Multiple) Install new stadium field lights for Memorial Stadium	Auxiliary	1,612,100	1,336,500	IES Commercial, Inc.	Low Bid Construction
Consultant	UNL	Devaney Center (C100) Gymnastics Training Facility	Foundation	896,000	896,000	The Clark Enersen Partners, Inc.	A/E Consultant
Consultant	UNL	Nebraska East Union(A086) Renovation	TBA	1,510,000	1,510,000	RDG Schutte Wilscam Birge Inc.	A/E Consultant
Construction	UNL	Scottsbluff PREC Modular Student Residence	Revolving, Foundation	657,709	657,709	Ruschs General Contracting LLC	Low Bid Construction
Construction	UNL	Stadium West(C050) Replace window system for 4th & 5th Level suites	Auxiliary	1,400,000	1,400,000	Glass Edge of Lincoln, Inc.	Low Bid Construction
Non-Construction	UNL, UNMC	UNIVERSITY HEALTH CENTER/UNMC COLLEGE OF NURSING (C244) New Combined Facility	Foundation	4,565,200	376,173	CAE Healthcare Inc.	Sole Source
Non-Construction	UNL, UNMC	UNIVERSITY HEALTH CENTER/UNMC COLLEGE OF NURSING (C244) New Combined Facility	Auxiliary	4,450,200	351,560	Henry Schein Inc	Low Bid Non-Construction
Non-Construction	UNL, UNMC	UNIVERSITY HEALTH CENTER/UNMC COLLEGE OF NURSING (C244) New Combined Facility	Bond	4,450,200	676,499	Sirius Computer Solutions, Inc.	eShop Non-Construction

<b>Type of Action</b>	<b>Campus</b>	<b>Description</b>	<b>Funding Source</b>	<b>Approved Budget Amount*</b>	<b>Contract Amount</b>	<b>Contractor / Vendor</b>	<b>Bid Review or Explanation</b>
Personal Property	U-wide	iLos is a video platform to easily record, share, edit, and manage videos in the cloud	General funds, Revolving funds, and Auxiliaries & Service Funds.	\$271,000	\$271,000	iLos	This sole source purchase is justified as ilos was found to be the only product that meets the University's ADA compliant closed captioning requirements. iLos is also the only available product that fully integrates with two other existing system wide technology offerings (Canvas and Zoom), and offers functionality in terms of video recording /editing / hosting / storing / captioning within a single platform that is not available from other platforms on the market.
Personal Property	UNL	Used 40 inch 6 color offset printing press	Auxiliaries & Services Funds	\$805,000*	\$805,000	Pastore Printing Machinery LLC	This printing press replaces 30 year old outdated equipment and provides additional printing capacity for UNL and other campuses.
Personal Property	UNL	Lied Center replacement of all auditorium seat pans and additional high use seat parts.	Foundation Funds	293,976.10	293,976.10	Irwin Seating	Low Responsible-Bid RFP #2880-17-5610
Contractual Services	UNL	Brand Strategy Platform development for University Communications	Revolving Funds	300,000	265,000	Barkley Inc.	Low Responsible-Bid RFP #2876-17-8014
Personal Property	UNO UNL UNK	Digital Measures' Activity Insight system streamlines the personnel review process for annual faculty activity reports, promotion, and tenure decisions.	General funds	389,250.00	389,250.00	Digital Measures	This is a result of combining the three campuses into one agreement

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Personal Property	U-wide	A system-wide event and room scheduling software license expansion and renewal. This includes licensing for all NU and State College campuses.	General funds	386,641	386,641	EMS Software	Expanding/consolidating software environment to include all campuses.
Personal Property	U-wide	Purchase of 6 network routers that are part of a new university-wide core network to properly connect all campuses with sufficient capacity, redundancy, security and flexibility that allows for the seamless integration and expansion of services at the university.	Auxiliaries and Services Funds	384,621.60	384,621.60	Integration Partners	Acquired from Integration Partners Corp pursuant to ITB #2824-17-4323 awarded in June 2017.
Construction	UNMC	Condensing Boiler	Cash	\$2,825,200 for entire project	\$ 304,000	Associated Equipment Sales Company LLC	lowest responsible bidder
Construction	UNMC	Parking Lot Repairs	Cash	\$800,000	\$750,996	Van Meter	lowest responsible bidder
Software	UNMC	Palo Alto Phase 3	Cash	\$440,732	\$440,600	Optiv	BOR approved purchase from 10/25/2017 meeting
Construction	UNMC	Parking Lot 17 Repairs	Cash	\$ 1000000	\$ 778360	Midwest DCM	lowest responsible bidder
Information Technology Infrastructure	UNMC	Network Switches/Equipment for CON project on UNL campus	Cash	\$ 676598.79	\$ 676498.79	Sirius	BOR reportable item/expenditure
Software Services	UNMC	Kitsune Project (Virtual Test and Development Environment)	Cash	\$ 528000	\$ 528000	NARI - Nebraska Applied Research Institute	lowest responsible bidder



Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction Contract	UNMC	Central Utility Plant Hot Water System Expansion	Cash	\$ 2000000	\$ 1920000	Mechanical Inc.	lowest responsible bidder
Construction Contract	UNMC	Campus Wide Lighting Control Systems – Controls	Cash	\$ 800,000	\$ 800,000.00	Van Meter	lowest responsible bidder
Construction Contract	UNMC	Campus Wide Lighting Control Systems - Lighting Fixtures	Cash	\$ 1100000	\$ 1100000	Van Meter	lowest responsible bidder
Construction Contract	UNMC	Campus Wide Lighting Control Systems - Installation phase 1	Cash	\$ 450000	\$ 450000	Muth Electric - Strategic Electric	lowest responsible bidder
Telecommunications	UNMC	Transfer and upgrade Definity G3R licenses to Core Suite licenses to match release 6.3	Cash	\$ 306709.02	\$ 306709.02	SKC Communication	E&I CNR01317 pricing used which was competitively bid. This is also considered a service which per Board Policy - Competitive bidding shall not be required for the following types of purchases: 1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software.
Construction	UNMC	GCAIL Sampson Contract	Bonds/Cash	\$66,823,444	\$61,288,000	Sampson	Reporting the expenditure of funds for the Sampson Contract for Global Center approved by BOR January 29, 2016.

\*Approved budget amount for construction contracts represents the entirety of the project budget, whereas the contract amount is the amount pertaining to the particular activity within the construction contract.

TO: The Board of Regents Addendum IX-D-9  
 Business Affairs

MEETING DATE: June 28, 2018

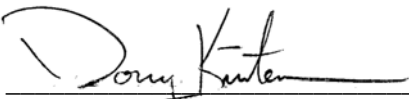
SUBJECT: University of Nebraska at Kearney  
 Report of Gifts, Grants, Contracts and Bequests accepted during the Quarter  
 October 1, 2017 through December 31, 2017

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/17-9/30/17	\$1,342,397	\$5,329,100	\$0	\$ 47,000	\$ 6,718,497
10/1/17-12/31/17	\$1,321,225	\$1,443,473	\$0	\$ 0	\$ 2,764,698
1/1/18-3/31/18	\$	\$	\$0	\$	\$
4/1/18-6/30/18	\$	\$	\$0	\$	\$
Fiscal YTD Totals	<u>\$2,663,622</u>	<u>\$ 6,772,573</u>	<u>\$0</u>	<u>\$ 47,000</u>	<u>\$ 9,483,195</u>
2016-17 Totals	<u>\$4,620,287</u>	<u>\$10,416,945</u>	<u>\$0</u>	<u>\$1,289,956</u>	<u>\$16,327,188</u>
2015-16 Totals	<u>\$4,393,839</u>	<u>\$10,151,893</u>	<u>\$0</u>	<u>\$ 127,930</u>	<u>\$14,673,662</u>

A - Gifts of \$100,000 and more are itemized on the attached pages  
 B - Grants of \$1,000,000 and more are itemized on the attached pages  
 C - All bequests are itemized on the attached pages  
 D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Jon Watts  
 Vice Chancellor for Business and Finance

RECOMMENDED:   
 Douglas A. Kristensen, Chancellor  
 University of Nebraska at Kearney

DATE: May 31, 2018

**University of Nebraska at Kearney  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER October 1, 2017 through December 31, 2017**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	NU Foundation Scholarships	\$1,075,360

	Subtotal	\$1,075,360
	Total amount of gifts under \$100,000	<u>\$ 245,865</u>
Total Gifts for the Quarter		<u>\$1,321,225</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Nebraska Dept. of Roads	Safety Center	Public Safety	\$1,123,454

\$0

	Subtotal	\$1,123,454
	Total amount of all Grants under \$1,000,000	<u>\$819,388</u>
Total Grants for the Quarter		<u>\$1,443,473</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
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	Subtotal	\$ 0
	Total amount of all Contracts under \$400,000	<u>\$ 0</u>
Total Contracts for the Quarter		<u>\$ 0</u>

**TO:** The Board of Regents

Business Affairs

**MEETING DATE:** March 29, 2018

**SUBJECT:** University of Nebraska-Lincoln  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter October 1, 2017 through December 31, 2017

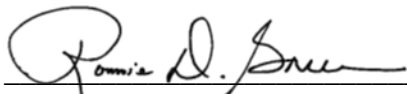
**RECOMMENDED ACTION:** Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/17-9/30/2017	\$1,077,515	\$59,433,776	\$0	\$10,218,757	\$70,730,048
10/1/17-12/31/2017	603,406	27,515,673	0	14,699,220	42,818,299
1/1/18-3/31/2018	0	0	0	0	0
4/1/18-6/30/2018	0	0	0	0	0
Fiscal YTD Totals	<u>\$1,680,921</u>	<u>\$86,949,449</u>	<u>\$0</u>	<u>\$24,917,977</u>	<u>\$113,548,347</u>
2016-17 Totals	<u>\$2,446,250</u>	<u>\$217,735,997</u>	<u>\$0</u>	<u>\$27,228,632</u>	<u>\$247,410,879</u>
2015-16 Totals	<u>\$2,779,808</u>	<u>\$241,118,544</u>	<u>\$0</u>	<u>\$23,900,049</u>	<u>\$267,798,401</u>

A - Gifts of \$100,000 or more are itemized on the attached pages  
B - Grants of \$1,000,000 and more are itemized on the attached pages  
C - All bequests are itemized on the attached pages  
D - Contracts of \$400,000 and more are itemized on the attached pages

**SPONSORS:** Steve Goddard  
Interim Vice Chancellor for Research & Economic Development

**APPROVED:**



Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

**DATE:** May 31, 2018

**University of Nebraska-Lincoln**  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER 10/01/17 - 12/31/17**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Howard G. Buffett Foundation	Purchase of 28 Canon EOS 1DX Mark II Camera Bodies	\$144,172
	Subtotal	\$144,172
	Total amount of gifts under \$100,000	<u>\$459,234</u>
	Total Gifts for the Quarter	<u>\$603,406</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Dept of Agriculture-ARS	Archie Clutter Dean's Office for Agricultural Research Division	U.S. Meat Animal Research Center	\$3,000,000
DHHS-Nat Inst Gen Medical Sci	James Takacs Department of Chemistry	Nebraska Center for Integrated Biomolecular Communication (CIBC)	\$2,250,619
Univ of Montana	Jay Storz School of Biological Sciences	RII Track-2 FEC: Using Natural Variation to Educate, Innovate, and Lead (UNVEIL): A Collaborative Research Network to Advance Genome-to-Phenome Connections in the Wild	\$1,856,000
Dept of Agriculture-NIFA	Brad Lubben Department of Agricultural Economics	North Central Extension Risk Management Education Center	\$1,082,736
		Subtotal	\$8,189,355
		Total amount of all Grants under \$1,000,000	<u>\$19,326,318</u>
		Total Grants for the Quarter	<u>\$27,515,673</u>

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Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Ne Dept Health & Human Serv	Eve Brank Center on Children, Families and the Law	Training on Family and Policy Services	\$6,754,209
Various Sources	Ron Yoder IANR-Vice Chancellor (Department)	Rwandan Institute of Conservation Agriculture (RICA)	\$1,909,434

Natl Strategic Rsch Inst (NSRI)	Benjamin Terry Department of Mechanical & Materials Engineering	En-Route Care for Acute Respiratory Distress Syndrome (ARDS) Maturation	\$1,215,434
Ne Dept Health & Human Serv	Lindsey Witt- Swanson Bureau of Research	2018 Behavioral Risk Factor Surveillance Survey Sociological and Adult Tobacco Survey	\$642,555
		Subtotal	\$10,521,632
		Total amount of all Contracts under \$400,000	<u>\$4,177,588</u>
		Total Contracts for the Quarter	<u>\$14,699,220</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2018

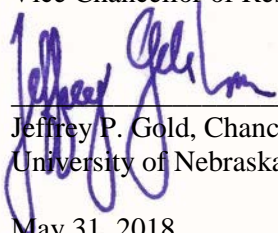
SUBJECT: University of Nebraska Medical Center  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter October 1, 2017, through December 31, 2017

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/2017-9/30/2017	\$33,066	\$40,068,000	\$0	\$14,855,696	\$54,956,762
10/1/17-12/31/2017	\$210,084	\$16,435,983	\$0	\$18,123,199	\$34,769,266
1/1/2018-3/31/2018	\$0	\$0	\$0	\$0	\$0
4/1/2018-6/30/2018	\$0	\$0	\$0	\$0	\$0
Fiscal YTD Totals	<u>\$243,150</u>	<u>\$56,503,983</u>	<u>\$0</u>	<u>\$32,978,895</u>	<u>\$89,726,028</u>
2016-17 Totals	<u>\$729,072</u>	<u>\$93,642,966</u>	<u>\$0</u>	<u>\$69,671,631</u>	<u>\$164,043,669</u>
2015-16 Totals	<u>\$901,600</u>	<u>\$97,516,833</u>	<u>\$0</u>	<u>\$49,470,192</u>	<u>\$147,888,624</u>

- A - Gifts of \$100,000 and more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Jennifer L. Larsen  
Vice Chancellor of Research

APPROVED:   
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

**UNIVERSITY OF NEBRASKA MEDICAL CENTER**  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER OCTOBER 1, 2017 – DECEMBER 31, 2017**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Hattie B. Munroe Foundation	MMI	\$105,000
	Subtotal	\$105,000
	Total amount of gifts under \$100,000	<u>\$105,083</u>
	Total Gifts for the Quarter	<u>\$210,083</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	---New---		
DHHS/NIH/NCI	Eppley Inst Faculty	SPORE in Pancreatic Cancer	\$2,185,000
	---New---		
DHHS/NIH/NIGMS	COP Pharmaceutical Science	Nebraska Center for Nanomedicine	\$2,257,500
	Subtotal		\$4,442,500
	Total amount of all Grants under \$1,000,000		<u>\$11,993,483</u>
	Total Grants for the Quarter		<u>\$16,435,983</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	---New---		
NE DHHS	Int Med Infectious Diseases	Ryan White Part B Supplemental	\$2,500,000
	---New---		
NE DHHS	Pathology/Microbiology	Bioterrorism Laboratory Services Agreement	\$949,410
	---New---		
NE DHHS	COPH Hlth Pr, Soc & Behv Health	The Nebraska Center for Bioterrorism Education	\$610,406
	---New---		
Emory University	COPH Environ, Agri & Occ Health	National Ebola Training and Education Center (NETEC) Supplement	\$1,189,960
	---New---		
Incyte Corporation	Int Med Oncology/Hematology	A Phase 1/2 Study of INCB053914 in Subjects With Advanced Malignancies	\$409,674



TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2018

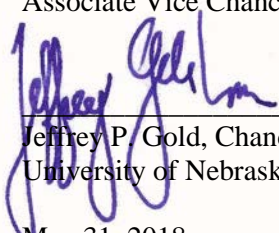
SUBJECT: University of Nebraska at Omaha  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter October 1, 2017 through December 31, 2017.

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/09-9/30/2009	\$1,463,853	\$17,012,233	\$0	\$73,534	\$18,549,620
10/1/09-12/31/2009	\$1,334,863	\$3,983,214	\$312,925	\$252,235	\$5,883,237
1/1/10-3/31/2010	-	-	-	-	-
4/1/10-6/30/10	-	-	-	-	-
Fiscal YTD Totals	<u>\$2,798,716</u>	<u>\$20,995,447</u>	<u>\$312,925</u>	<u>\$325,769</u>	<u>\$24,432,857</u>
2016-2017 Totals	<u>\$8,846,128</u>	<u>\$31,331,365</u>	<u>\$69,260</u>	<u>\$1,603,925</u>	<u>\$41,850,678</u>
2015-2016 Totals	<u>\$9,672,500</u>	<u>\$31,721,777</u>	<u>\$1,623,132</u>	<u>\$3,224,135</u>	<u>\$46,241,544</u>

- A - Gifts of \$100,000 and more are itemized on the attached pages
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- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Carol A. Kirchner  
Associate Vice Chancellor for Business and Finance

APPROVED:   
Jeffrey P. Gold, Chancellor  
University of Nebraska at Omaha

DATE: May 31, 2018

**UNIVERSITY OF NEBRASKA AT OMAHA  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER *October 1 – December 31, 2017***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Teacher-Researcher Partners Program	\$175,856
NU Foundation	Service Learning Academy Fund	104,425
	Subtotal	\$280,281
	Total amount of gifts under \$100,000	<u>\$1,054,582</u>
	Total Gifts/Bequests for the Quarter	<u>\$1,334,863</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
		Subtotal	\$0
		Total amount of all Grants under \$1,000,000	<u>\$3,983,214</u>
		Total Grants for the Quarter	<u>\$3,983,214</u>

\*\*\*\*\*

Bequests

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Earl R. Leinart Estate	Scholarships	\$1,069
Virginia Pettengill Trust	Scholarships	\$311,856
	Subtotal	<u>\$312,925</u>
	Total Bequests for the Quarter	<u>\$312,925</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
		Subtotal	\$ -
		Total amount of all Contracts under \$400,000	<u>\$252,235</u>
		Total Contracts for the Quarter	<u>\$252,235</u>

U.S. Army/USAMRAA/ CDMRP	---New--- Eppley Inst Faculty	Requirement of EHD1/2- dependent Membrane Repair for Triple-negative Breast Cancer Metastasis	\$1,136,250
Celgene Corporation	---New--- Int Med Oncology/Hematology	AN EXPLORATORY PHASE 1/2 TRIAL TO EVALUATE THE SAFETY AND EFFICACY OF JCAR017 COMBINATIONS IN SUBJECTS WITH RELAPSED/REFRACTORY B-CELL MALIGNANCIES (PLATFORM) Supporting Study to Transform En-Route Care System; Transport Isolation System (TIS) Independent Validation and Verification Activities (TO-0064)	\$448,260
National Strategic Research Institute	---New--- COPH Environ, Agri & Occ Health	RII Track-2 FEC: Developmental Chronnecto- Genomics (Dev.CoG): A Next Generation Framework for Quantifying Brain Dynamics and Related Genetic Factors in Childhood Rapid Acute Endovascular Management of Non- Compressible Truncal and Junctional Hemorrhage and Long-Term Analysis of Stent- Graft Durability in Young Military Trauma Populations	\$971,582
The Mind Research Institute	---New--- Pharmacology/Exp Neuroscience	A phase III randomized open- label multi-center study of ruxolitinib vs. best available therapy in patients with corticosteroid-refractory chronic graft vs. host disease after allogenic stem cell transplantation	\$898,408
U.S. Army/USAMRAA/ CDMRP	---New--- Surgery-General Surgery	A Phase 1B, Open-Label, Multicenter Study to Investigate the Safety and Preliminary Efficacy of NKTR-214 and ANTI-PD-L1 (Atezolizumab) in Patients with Locally Advanced or Metastatic Urothelial Bladder Cancer or Metastatic Non- Small Cell Lung Cancer	\$916,201
Incyte Corporation	---New--- Int Med Oncology/Hematology		\$651,806
Nektar Therapeutics	---New--- Int Med Oncology/Hematology		\$679,413

GlaxoSmithKline	---New--- Int Med Infectious Diseases	A Phase IIIb, Randomized, Multicenter, Parallel-group, Non-inferiority, Open-label study evaluating the efficacy, safety, and tolerability of Long acting Cabotegravir plus long acting Rilpivirine administered every 8 weeks or every 4 weeks in HIV-1 infect	\$501,005
	Subtotal		\$11,862,375
	Total amount of all Contracts under \$400,000		<u>\$6,260,824</u>
	Total Contracts for the Quarter		<u>\$18,123,199</u>

TO: The Board of Regents Addendum IX-D-10

Business Affairs

MEETING DATE: June 28, 2018

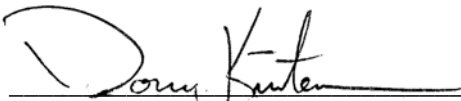
SUBJECT: University of Nebraska at Kearney  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2018 through March 31, 2018

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/17-9/30/17	\$1,342,397	\$5,329,100	\$0	\$ 47,000	\$ 6,718,497
10/1/17-12/31/17	\$1,321,225	\$1,443,473	\$0	\$ 0	\$ 2,764,698
1/1/18-3/31/18	\$1,238,840	\$3,580,454	\$0	\$ 181,700	\$ 5,000,994
4/1/18-6/30/18	\$	\$	\$0	\$	\$
Fiscal YTD Totals	<u>\$3,902,462</u>	<u>\$10,353,027</u>	<u>\$0</u>	<u>\$ 228,700</u>	<u>\$14,484,189</u>
2016-17 Totals	<u>\$4,620,287</u>	<u>\$10,416,945</u>	<u>\$0</u>	<u>\$1,289,956</u>	<u>\$16,327,188</u>
2015-16 Totals	<u>\$4,393,839</u>	<u>\$10,151,893</u>	<u>\$0</u>	<u>\$ 127,930</u>	<u>\$14,673,662</u>

- A - Gifts of \$100,000 and more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
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SPONSOR: Jon Watts  
Vice Chancellor for Business and Finance

RECOMMENDED:   
Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

DATE: May 31, 2018

*University of Nebraska at Kearney*  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER January 1, 2018 through March 31, 2018**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	NU Foundation Scholarships	\$1,035,938
	Subtotal	\$1,035,938
	Total amount of gifts under \$100,000	<u>\$ 202,902</u>
Total Gifts for the Quarter		<u>\$1,238,840</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
US Dept. of Education	Financial Aid	Student Aid	\$3,273,035
	Subtotal		<u>\$ 307,419</u>
	Total Grants for the Quarter		<u>\$3,580,454</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal		\$ 0
	Total amount of all Contracts under \$400,000		<u>\$ 181,700</u>
	Total Contracts for the Quarter		<u>\$ 0</u>

**TO:** The Board of Regents

Business Affairs

**MEETING DATE:** June 28, 2018

**SUBJECT:** University of Nebraska-Lincoln  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2018 through March 31, 2018

**RECOMMENDED ACTION:** Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/17-9/30/2017	\$1,077,515	\$59,433,776	\$0	\$10,218,757	\$70,730,048
10/1/17-12/31/2017	603,406	27,515,673	0	14,699,220	42,818,299
1/1/18-3/31/2018	266,731	31,024,532	0	21,264,778	52,556,041
4/1/18-6/30/2018	0	0	0	0	0
Fiscal YTD Totals	<u>\$1,947,652</u>	<u>\$117,985,106</u>	<u>\$0</u>	<u>46,182,755</u>	<u>\$166,115,513</u>
2016-17 Totals	<u>\$2,446,250</u>	<u>\$217,735,997</u>	<u>\$0</u>	<u>\$27,228,632</u>	<u>\$247,410,879</u>
2015-16 Totals	<u>\$2,779,808</u>	<u>\$241,118,544</u>	<u>\$0</u>	<u>\$23,900,049</u>	<u>\$267,798,401</u>

- A - Gifts of \$100,000 or more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

**SPONSORS:** Steve Goddard  
Interim Vice Chancellor for Research & Economic Development

**APPROVED:**



Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

**DATE:** May 31, 2018

**University of Nebraska-Lincoln**  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER 01/01/18 – 03/31/18**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal	\$0
	Total amount of gifts under \$100,000	<u>\$266,731</u>
	Total Gifts for the Quarter	<u>\$266,731</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Justin Chase Brown Vice Chancellor for Student Affairs	Undergraduate Scholarships FY 17-18	\$6,532,397
Ne Dept Health & Human Serv	Jeanne Ann Fischer Department of Nutrition and Health Sciences	Supplemental Nutrition Assistance Program Education: Nutrition Education and Obesity Prevention Grant	\$1,703,849
		Subtotal	\$8,236,246
		Total amount of all Grants under \$1,000,000	<u>\$22,788,286</u>
		Total Grants for the Quarter	<u>\$31,024,532</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Various Sources	Ron Yoder IANR-Vice Chancellor (Department)	Rwandan Institute of Conservation Agriculture (RICA)	\$14,930,594
Natl Strategic Rsch Inst (NSRI) and Astronomy	Donald Umstadter Depart of Physics	Detection of Burned and Hidden Explosives Using Laser-Driven High-Energy Electron Beams	\$638,252
Natl Strategic Rsch Inst (NSRI)	Carrick Detweiler Depart of Computer Science and Engineering	COTS Autonomous Tracking and Indicating Prototype	\$616,286
		Subtotal	\$16,185,132
		Total amount of all Contracts under \$400,000	<u>\$5,079,646</u>
		Total Contracts for the Quarter	<u>\$21,264,778</u>



TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2018

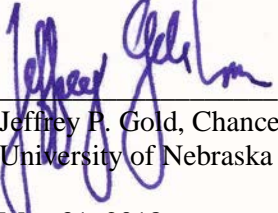
SUBJECT: University of Nebraska Medical Center  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2018, through March 31, 2018

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/2017-9/30/2017	\$33,066	\$40,068,000	\$0	\$14,855,696	\$54,956,762
10/1/17-12/31/2017	\$210,084	\$16,435,983	\$0	\$18,123,199	\$34,769,266
1/1/2018-3/31/2018	\$72,327	\$16,200,213	\$0	\$9,348,923	\$25,621,463
4/1/2018-6/30/2018	\$0	\$0	\$0	\$0	\$0
Fiscal YTD Totals	<u>\$315,477</u>	<u>\$72,704,196</u>	<u>\$0</u>	<u>\$42,327,818</u>	<u>\$115,347,491</u>
2016-17 Totals	<u>\$729,072</u>	<u>\$93,642,966</u>	<u>\$0</u>	<u>\$69,671,631</u>	<u>\$164,043,669</u>
2015-16 Totals	<u>\$901,600</u>	<u>\$97,516,833</u>	<u>\$0</u>	<u>\$49,470,192</u>	<u>\$147,888,624</u>

- A - Gifts of \$100,000 and more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Jennifer L. Larsen  
Vice Chancellor of Research

APPROVED:   
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 31, 2018

**UNIVERSITY OF NEBRASKA MEDICAL CENTER**  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER JANUARY 1, 2018 – MARCH 31, 2018**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Hattie B. Munroe Foundation	MMI	\$0
	Subtotal	\$0
	Total amount of gifts under \$100,000	<u>\$72,327</u>
	Total Gifts for the Quarter	<u>\$72,327</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	---New---	Nebraska Research	
	Biochem and Molecular	Network in Functional	
DHHS/NIH/NIGMS	Biology	Genomics	\$1,212,198
	Subtotal		\$1,212,198
	Total amount of all Grants under \$1,000,000		<u>\$14,988,015</u>
	Total Grants for the Quarter		<u>\$16,200,213</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	---New---	Medical Cannabidiol Pilot Study	
NE DHHS	Neurological Sciences		\$500,000
	---New---	National Ebola Training and	
Emory University	COPH Epidemiology	Education Center (NETEC)	\$780,861
		NEBRASKA	
		ANTIMICROBIAL	
		STEWARDSHIP	
	---New---	ASSESSMENT AND	
NE DHHS	Int Med Infectious	PROMOTION (NEBRASKA	
	Diseases	ASAP) SUBAWARD	\$513,760
		Continuation of Glycemic	
		Reduction Approaches in	
George Washington	---New---	Diabetes: A Comparative	
University	Int Med DEM	Effectiveness Study (GRADE)	\$845,250
	Subtotal		\$2,639,871
	Total amount of all Contracts under \$400,000		<u>\$6,709,052</u>
	Total Contracts for the Quarter		<u>\$9,348,923</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2018

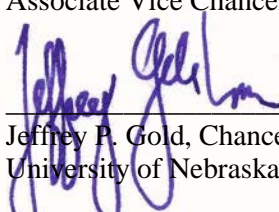
SUBJECT: University of Nebraska at Omaha  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2018 through March 31, 2018.

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/17-9/30/2017	\$1,463,853	\$17,012,233	\$0	\$73,534	\$18,549,620
10/1/17-12/31/2017	\$1,334,863	\$3,983,214	\$312,925	\$252,235	\$5,883,237
1/1/18-3/31/2018	\$5,340,328	\$11,941,806	\$2,000	\$630,061	\$17,914,195
4/1/18-6/30/2018					
Fiscal YTD Totals	<u>\$8,139,044</u>	<u>\$32,937,253</u>	<u>\$314,925</u>	<u>\$955,830</u>	<u>\$42,347,052</u>
2016-2017 Totals	\$8,846,128	\$31,331,365	\$69,260	\$1,603,925	\$41,850,678
2015-2016 Totals	\$9,672,500	\$31,721,777	\$1,623,132	\$3,224,135	\$46,241,544

- A - Gifts of \$100,000 and more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Carol A. Kirchner  
Associate Vice Chancellor for Business and Finance

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska at Omaha

DATE: May 31, 2018

**UNIVERSITY OF NEBRASKA AT OMAHA  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER *January 1 – March 31, 2018***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Fall 2017 Scholarships	2,023,352
NU Foundation	First Semester Professorships 2017-2018	307,705
NU Foundation	Spring 2018 Scholarships	1,209,860
NU Foundation	Spring 2018 Scholarships	985,861
NU Foundation	UNO School of Music Concert Grand Fund	136,216
NU Foundation	Sherwood Service Learning Academy Year Three	161,045
	Subtotal	\$4,824,039
	Total amount of gifts under \$100,000	<u>\$516,289</u>
	Total Gifts for the Quarter	<u>\$5,340,328</u>

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Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NSF	Teacher Education	BODYMODELS	\$1,199,939
US Dept. of Ed.	Financial Aid	PELL FY 2017-2018	\$7,284,863
	Subtotal		\$8,484,802
	Total amount of all Grants under \$1,000,000		<u>\$3,457,004</u>
	Total Grants for the Quarter		<u>\$11,941,806</u>

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Bequests

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Estate of Anne B. Gee	College of Education	\$2,000
	Subtotal	<u>\$2,000</u>
	Total Bequests for the Quarter	<u>\$2,000</u>

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Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal		\$0
	Total amount of all Contracts under \$400,000		<u>\$630,061</u>
	Total Contracts for the Quarter		<u>\$630,061</u>

TO: The Board of Regents Addendum IX-D-11

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Quarterly Status of Capital Construction Projects


RECOMMENDED ACTION: Report

EXPLANATION: This is a summary report of projects included in the Quarterly Capital Construction Report required by state statute. Inclusion in the report commences with Board of Regents approval and ends one year following substantial completion.

The report fulfills the requirements of R.P.6.3.6.2.e and R.P. 6.3.6.4 and contains the campus and project name, designer and contractor, contracting method, contract status, stage of construction, and approved budget categories for the period ending March 31, 2018.

The report is available at: <http://nebraska.edu/docs/facilities/2018-03-31QuarterlyStatusOfCapitalConstructionProjects.pdf>

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

RECOMMENDED:   
Chris J. Kabourek  
Interim Vice President | CFO  
University of Nebraska

DATE: May 31, 2018

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**KEARNEY**

**Early Childhood Education Center (LB957)**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	1/27/2017	Construction:	\$5,026,500	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	3/1/2018	<u>Non Construction:</u>	<u>\$1,373,500</u>	A/E Four Year Consultant	RDG Planning & Design	2/8/2017	\$545,000	1	\$92,600	
<b>Construction Complete:</b>	6/1/2019	Total Project Cost:	\$6,400,000	CM at Risk	Beckenhauer Construction	6/28/2017	\$10,000			
		% funds expended:	3%							
		<b>Funding Source</b>								
		Revolving	\$4,400,000							
		<u>State Appropriations</u>	<u>\$2,000,000</u>							
		Total Funding	\$6,400,000							

**Nebraskan Student Union Remodel**

<b>Phase:</b>	Construction	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	3/31/2017	Construction:	\$4,889,700	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	12/15/2017	<u>Non Construction:</u>	<u>\$1,110,300</u>	A/E Four Year Consultant	Schemmer Associates, Inc.	5/30/2017	\$392,900	1	\$57,400	
<b>Construction Complete:</b>	8/1/2018	Total Project Cost:	\$6,000,000	CM at Risk	Hausmann Construction	8/16/2017	\$4,648,490	2	\$25,383	9/1/2018
		% funds expended:	12%							
		<b>Funding Source</b>								
		Auxiliary	\$1,000,000							
		<u>Revenue Bonds</u>	<u>\$5,000,000</u>							
		Total Funding	\$6,000,000							

**Otto Olsen Replacement Building (LB957)**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	1/27/2017	Construction:	\$24,276,500	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	5/30/2018	<u>Non Construction:</u>	<u>\$5,723,500</u>	A/E Consultant Selection	BCDM Architects	4/18/2017	\$1,458,000			
<b>Construction Complete:</b>	10/31/2019	Total Project Cost:	\$30,000,000	CM at Risk	Hausmann Construction	6/28/2017	\$25,000			
		% funds expended:	3%							
		<b>Funding Source</b>								
		<u>State Appropriations</u>	<u>\$30,000,000</u>							
		Total Funding	\$30,000,000							

**Public Streets & Utilities to University Village**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	11/20/2014	Construction:	\$2,074,118	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	6/1/2015	<u>Non Construction:</u>	<u>\$225,882</u>	A/E Four Year Consultant	Alvine Engineering	12/15/2014	\$181,000	1	\$1,282	
<b>Construction Complete:</b>	2/28/2017	Total Project Cost:	\$2,300,000	Low Responsible Bid	Midlands Contracting, Inc.	6/4/2015	\$2,004,118	3	\$110,725	2/28/2017
		% funds expended:	100%							
		<b>Funding Source</b>								
		<u>Campus Funds/Cash</u>	<u>\$2,300,000</u>							
		Total Funding	\$2,300,000							



**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**LINCOLN**

**Behlen Laboratory Renovation (Floors 1-3)**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	1/24/2014	Construction:	\$8,273,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	5/21/2015	<u>Non Construction:</u>	<u>\$1,515,000</u>	A/E Consultant Selection	Sinclair Hille Architects	7/8/2014	\$587,435	5	\$179,776	
<b>Construction Complete:</b>	2/28/2017	Total Project Cost:	\$9,788,000	Low Responsible Bid	Meco-Henne Contractors, Inc	5/21/2015	\$7,750,000	9	(\$685,993)	7/31/2017
		% funds expended:	97%							
		<b>Funding Source</b>								
		Private/Trust	\$3,288,000							
		<u>Campus Funds/Cash</u>	<u>\$6,500,000</u>							
		Total Funding	\$9,788,000							

**C.Y. Thompson Learning Commons**

<b>Phase:</b>	On Hold	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	9/19/2014	Construction:	\$16,477,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	9/30/2015	<u>Non Construction:</u>	<u>\$6,023,000</u>	A/E Consultant Selection	DLR Group Inc	2/11/2015	\$1,260,000			
<b>Construction Complete:</b>	9/30/2016	Total Project Cost:	\$22,500,000	Low Responsible Bid	Contractor TBD		\$0			
		% funds expended:	2%							
		<b>Funding Source</b>								
		Campus Funds/Cash	\$2,500,000							
		<u>Private/Trust</u>	<u>\$20,000,000</u>							
		Total Funding	\$22,500,000							

**Carson Center for Emerging Media Arts**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	10/5/2017	Construction:	\$5,885,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	7/1/2018	<u>Non Construction:</u>	<u>\$3,115,000</u>	A/E Four Year Consultant	HDR Architecture, Inc.	10/20/2017	\$600,000			
<b>Construction Complete:</b>	7/1/2019	Total Project Cost:	\$9,000,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	3%							
		<b>Funding Source</b>								
		Private/Trust	\$9,000,000							
		Total Funding	\$9,000,000							

**Cather and Pound Halls and Dining Demolition**

<b>Phase:</b>	Construction	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	11/18/2016	Construction:	\$6,633,900	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	6/5/2017	<u>Non Construction:</u>	<u>\$666,100</u>	A/E Four Year Consultant	Olsson Associates	9/20/2016	\$47,000	4	\$46,033	
<b>Construction Complete:</b>	5/15/2018	Total Project Cost:	\$7,300,000	Low Responsible Bid	Ark Wrecking	6/5/2017	\$3,234,000			5/15/2018
		% funds expended:	45%							
		<b>Funding Source</b>								
		Revenue Bonds	\$7,300,000							
		Total Funding	\$7,300,000							



**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**LINCOLN**

**Devaney Sports Center Gymnastics Addition**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	8/11/2017	Construction:	\$11,583,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	8/30/2018	Non Construction:	\$2,493,000	A/E Consultant Selection	The Clark Enersen Partners	10/23/2017	\$896,000			
<b>Construction Complete:</b>	12/15/2019	Total Project Cost:	\$14,076,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	2%							
		<b>Funding Source</b>								
		Auxiliary	\$14,076,000							
		Total Funding	\$14,076,000							

**Hawks Hall (CBA Replacement Building)**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	9/14/2012	Construction:	\$67,363,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	3/24/2015	Non Construction:	\$16,637,000	A/E Consultant Selection	Alley Poyner Macchietto Arch	3/15/2013	\$6,145,000	8	\$10,451	
<b>Construction Complete:</b>	6/18/2017	Total Project Cost:	\$84,000,000	Low Responsible Bid	Hausmann Construction	3/24/2015	\$58,148,000	44	\$4,167,901	7/31/2017
		% funds expended:	96%							
		<b>Funding Source</b>								
		Private/Trust	\$84,000,000							
		Total Funding	\$84,000,000							

**Health Center & College of Nursing (UNMC/UNL)**

<b>Phase:</b>	Construction	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	6/12/2015	Construction:	\$32,797,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	11/10/2016	Non Construction:	\$11,102,000	A/E Consultant Selection	Alley Poyner Macchietto Arch	11/23/2015	\$2,538,000	1	\$52,800	
<b>Construction Complete:</b>	5/4/2018	Total Project Cost:	\$43,899,000	Low Responsible Bid	Hausmann Construction	11/10/2016	\$21,115,900	14	\$778,311	5/25/2018
		% funds expended:	53%							
		<b>Funding Source</b>								
		Auxiliary	\$6,000,000							
		Other	\$11,500,000							
		State Appropriations	\$8,400,000							
		Facilities Corp	\$17,999,000							
		Total Funding	\$43,899,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**LINCOLN**

**Library Depository Retrieval Addition**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	10/9/2015	Construction:	\$3,692,100	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	8/19/2016	Non Construction:	\$523,900	A/E Four Year Consultant	The Clark Enersen Partners	10/15/2015	\$305,000			
<b>Construction Complete:</b>	6/9/2017	Total Project Cost:	\$4,216,000	Low Responsible Bid	Sampson Construction Comp	8/19/2016	\$2,831,000	6	\$43,167	6/9/2017
		% funds expended:	96%							
		<b>Funding Source</b>								
		Private/Trust	\$4,216,000							
		Total Funding	\$4,216,000							

**Loop Road Renovation**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	8/11/2017	Construction:		<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	12/15/2017	Non Construction:	\$2,385,000	A/E Four Year Consultant	Olsson Associates	11/21/2017	\$149,125			
<b>Construction Complete:</b>	8/1/2018	Total Project Cost:	\$2,385,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	10%							
		<b>Funding Source</b>								
		Auxiliary	\$2,385,000							
		Total Funding	\$2,385,000							

**Mabel Lee Hall Replacement Building (LB957)**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	6/1/2017	Construction:	\$33,460,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	10/1/2019	Non Construction:	\$6,540,000	A/E Consultant Selection	Sinclair Hille Architects	10/11/2017	\$2,450,000			
<b>Construction Complete:</b>	5/1/2021	Total Project Cost:	\$40,000,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	1%							
		<b>Funding Source</b>								
		State Appropriations	\$40,000,000							
		Total Funding	\$40,000,000							

**Massengale Residential Hall**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	11/20/2014	Construction:	\$31,542,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	8/7/2015	Non Construction:	\$5,966,000	Design/Build	Sampson Construction Comp	8/7/2015	\$28,500,000	12	\$1,370,009	7/15/2017
<b>Construction Complete:</b>	5/11/2017	Total Project Cost:	\$37,508,000							
		% funds expended:	90%							
		<b>Funding Source</b>								
		Campus Funds/Cash	\$810,000							
		Revenue Bonds	\$800,000							
		Revenue Bonds	\$35,898,000							
		Total Funding	\$37,508,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**LINCOLN**

**Memorial Stadium Video Screens & Ribbon Boards Replacement**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>	<b>Contracts</b>						
<b>BoR Project Approved:</b>	11/18/2016	Construction: \$686,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	3/8/2017	Non Construction: \$5,564,000	A/E Consultant under \$65k	Structural Design Group		\$48,000			
<b>Construction Complete:</b>	7/31/2017	Total Project Cost: \$6,250,000	Low Responsible Bid	Mitsubishi Electric Power Pro	3/8/2017	\$5,343,076	1	\$115,000	7/31/2017
		% funds expended: 85%							
		<b>Funding Source</b>							
		Auxiliary \$6,250,000							
		Total Funding \$6,250,000							

**Morrill Hall 4th Floor Redevelopment**

<b>Phase:</b>	Construction	<b>Approved Budget</b>	<b>Contracts</b>						
<b>BoR Project Approved:</b>	6/12/2015	Construction: \$8,246,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	9/29/2017	Non Construction: \$3,187,000	A/E Consultant Selection	Kenneth Hahn Architects	7/29/2016	\$1,150,000	2	\$94,100	
<b>Construction Complete:</b>	6/29/2018	Total Project Cost: \$11,433,000	Low Responsible Bid	Sampson Construction Comp	9/23/2017	\$2,897,500	6	\$145,922	9/26/2018
		% funds expended: 26%	Low Responsible Bid	Pacific Studio, Inc.	4/16/2018	\$4,407,187			
		<b>Funding Source</b>							
		Private/Trust \$11,433,000							
		Total Funding \$11,433,000							

**Nebraska East Campus Union Renovation 2017**

<b>Phase:</b>	Design	<b>Approved Budget</b>	<b>Contracts</b>						
<b>BoR Project Approved:</b>	10/5/2017	Construction: \$21,416,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	7/30/2018	Non Construction: \$5,184,000	A/E Consultant Selection	RDG Planning & Design	3/20/2018	\$1,510,000			
<b>Construction Complete:</b>	8/1/2020	Total Project Cost: \$26,600,000	CM at Risk	Hausmann Construction	3/15/2018	\$15,000			
		% funds expended: 1%							
		<b>Funding Source</b>							
		Auxiliary \$1,100,000							
		Revenue Bonds \$18,400,000							
		Campus Funds/Cash \$7,100,000							
		Total Funding \$26,600,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**LINCOLN**

**Nebraska Veterinary Diagnostic Center**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	1/25/2013	Construction:	\$27,337,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	6/23/2015	Non Construction:	\$9,389,000	A/E Consultant Selection	RDG Planning & Design	2/4/2014	\$1,330,200	2	\$1,743,670	
<b>Construction Complete:</b>	5/5/2017	Total Project Cost:	\$36,726,000	Low Responsible Bid	Sampson Construction Comp	6/23/2015	\$23,159,000	26	\$1,057,643	5/18/2017
		% funds expended:	91%							
		<b>Funding Source</b>								
		Private/Trust	\$4,150,000							
		State Appropriations	\$32,576,000							
		Total Funding	\$36,726,000							

**Schmid Clinic Building (McCollum Hall Addition)**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	9/19/2014	Construction:	\$4,294,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	5/29/2015	Non Construction:	\$795,000	A/E Four Year Consultant	The Clark Enersen Partners	9/30/2014	\$240,000			
<b>Construction Complete:</b>	12/6/2016	Total Project Cost:	\$5,089,000	Low Responsible Bid	Cheever Construction	8/11/2015	\$3,886,600	8	\$145,738	9/8/2017
		% funds expended:	100%							
		<b>Funding Source</b>								
		Private/Trust	\$5,089,000							
		Total Funding	\$5,089,000							

**Willa S. Cather Dining Complex**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	11/20/2014	Construction:	\$24,765,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	8/7/2015	Non Construction:	\$8,323,000	Design/Build	Sampson Construction Comp	8/7/2015	\$24,500,000	14	\$1,584,920	3/22/2017
<b>Construction Complete:</b>	3/22/2017	Total Project Cost:	\$33,088,000							
		% funds expended:	94%							
		<b>Funding Source</b>								
		Revenue Bonds	\$1,000,000							
		Revenue Bonds	\$32,088,000							
		Total Funding	\$33,088,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**MEDICAL CENTER**

**2016 Utility Energy Infrastructure Upgrade**

<b>Phase:</b>	Construction	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	1/29/2016	Construction:	\$13,694,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	3/30/2016	Non Construction:	\$1,306,000	A/E Four Year Consultant	Morrissey Engineering	1/26/2017	\$220,000			
<b>Construction Complete:</b>	5/15/2017	Total Project Cost:	\$15,000,000	Low Responsible Bid	Midwest Mechanical Contrac	9/26/2016	\$1,313,600	2	\$17,802	5/15/2017
		% funds expended:	40%	Low Responsible Bid	Trane US Inc	3/30/2016	\$1,011,937	1	\$105,337	8/31/2016
				Low Responsible Bid	Trane US Inc	4/6/2016	\$425,000			8/31/2016
		<b>Funding Source</b>								
		Facilities Corp	\$15,000,000							
		Total Funding	\$15,000,000							

**Cancer Research Center**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	11/29/2012	Construction:	\$97,410,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	11/1/2013	Non Construction:	\$13,590,000	Development Corp	Kiewit Building Group	5/31/2013	\$89,729,357	46	\$2,400,049	2/15/2017
<b>Construction Complete:</b>	2/15/2017	Total Project Cost:	\$111,000,000	Development Corp	HDR Architecture, Inc.	4/22/2013	\$6,465,301	1	\$95,436	
		% funds expended:	100%							
		<b>Funding Source</b>								
		Campus Funds/Cash	\$700,000							
		State Appropriations	\$50,000,000							
		Private/Trust	\$60,300,000							
		Total Funding	\$111,000,000							

**Davis Global Center for Advanced Interprofessional Learning**

<b>Phase:</b>	Construction	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	10/9/2015	Construction:	\$73,937,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	1/10/2017	Non Construction:	\$44,994,000	A/E Consultant Selection	The Clark Enersen Partners	3/7/2016	\$4,480,000	3	\$1,110,056	
<b>Construction Complete:</b>	11/25/2018	Total Project Cost:	\$118,931,000	Low Responsible Bid	Sampson Construction Comp	5/24/2017	\$61,288,000	11	(\$566,110)	12/11/2018
		% funds expended:	27%	Low Responsible Bid	Hausmann Construction	1/10/2017	\$1,794,000	3	\$208,979	4/28/2017
		<b>Funding Source</b>								
		Federal	\$16,931,000							
		Private/Trust	\$77,000,000							
		State Appropriations	\$25,000,000							
		Total Funding	\$118,931,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**MEDICAL CENTER**

**Skywalk - Trulsen to Lauritzen**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	1/30/2015	Construction:	\$2,250,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	7/26/2016	Non Construction:	\$250,000	A/E Four Year Consultant	RDG Planning & Design	7/5/2016	\$180,000	2	\$19,519	
<b>Construction Complete:</b>	11/18/2016	Total Project Cost:	\$2,500,000	Low Responsible Bid	Meyers-Carlisle-Leapley Cons	7/26/2016	\$2,050,625	5	\$85,624	11/17/2016
		% funds expended:	89%							
		<b>Funding Source</b>								
		Private/Trust	\$2,500,000							
		Total Funding	\$2,500,000							

**Williams Science Hall Renovation (LB957)**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	6/1/2017	Construction:	\$8,560,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	3/31/2018	Non Construction:	\$1,440,000	A/E Consultant Selection	RDG Planning & Design	10/2/2017	\$602,000			
<b>Construction Complete:</b>	2/28/2019	Total Project Cost:	\$10,000,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	4%							
		<b>Funding Source</b>								
		State Appropriations	\$10,000,000							
		Total Funding	\$10,000,000							

**Wittson Hall Renovation (LB957)**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	8/11/2017	Construction:	\$14,857,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	6/1/2018	Non Construction:	\$3,143,000	A/E Consultant Selection	HDR Architecture, Inc.	10/13/2017	\$1,018,500			
<b>Construction Complete:</b>	7/1/2019	Total Project Cost:	\$18,000,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	1%							
		<b>Funding Source</b>								
		State Appropriations	\$18,000,000							
		Total Funding	\$18,000,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**OMAHA**

**Arts & Sciences Hall Renovation (LB957)**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	10/5/2017	Construction:	\$10,184,729	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	7/15/2018	Non Construction:	\$1,815,271	A/E Four Year Consultant	Consultant TBD					
<b>Construction Complete:</b>	12/15/2019	Total Project Cost:	\$12,000,000	Low Responsible Bid	Contractor TBD					
		% funds expended:	1%							
		<b>Funding Source</b>								
		Revenue Bonds	\$12,000,000							
		Total Funding	\$12,000,000							

**Biomechanics Research Building Addition**

<b>Phase:</b>	Design	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	8/11/2017	Construction:	\$9,751,800	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	5/1/2018	Non Construction:	\$1,858,200	A/E Four Year Consultant	Schemmer Associates, Inc.	8/14/2017	\$648,000			
<b>Construction Complete:</b>	9/1/2019	Total Project Cost:	\$11,610,000	CM at Risk	Meyers-Carlisle-Leapley Cons	1/22/2018	\$24,380			
		% funds expended:	3%							
		<b>Funding Source</b>								
		Private/Trust	\$11,610,000							
		Total Funding	\$11,610,000							

**Pacific St. Garage**

<b>Phase:</b>	Warranty	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	8/6/2015	Construction:	\$29,094,900	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	12/17/2015	Non Construction:	\$2,205,100	Design/Build	Sampson Construction Comp	12/17/2015	\$26,747,000	7	\$959,649	7/24/2017
<b>Construction Complete:</b>	7/3/2017	Total Project Cost:	\$31,300,000							
		% funds expended:	93%							
		<b>Funding Source</b>								
		Revenue Bonds	\$6,300,000							
		Revenue Bonds	\$4,800,000							
		Revenue Bonds	\$20,200,000							
		Total Funding	\$31,300,000							

**University of Nebraska  
Quarterly Status of Capital Construction Projects**

As of March 31, 2018

**OMAHA**

**Strauss Performing Arts Center Addition & Renovation (LB957)**

<b>Phase:</b>	Construction	<b>Approved Budget</b>		<b>Contracts</b>						
<b>BoR Project Approved:</b>	7/22/2016	Construction:	\$14,083,000	<b>Contracting Method</b>	<b>Provider</b>	<b>Date</b>	<b>Amount</b>	<b>CO No.</b>	<b>CO Amt.</b>	<b>Sub. Comp.</b>
<b>Construction Start:</b>	6/23/2017	<u>Non Construction:</u>	<u>\$4,217,000</u>	A/E Consultant Selection	HDR Architecture, Inc.	9/7/2016	\$1,200,000	1	(\$23,000)	
<b>Construction Complete:</b>	12/31/2018	Total Project Cost:	\$18,300,000	CM at Risk	Weitz Company, LLC	4/1/2015	\$13,724,000	3	\$359,000	12/31/2018
		% funds expended:	29%							
		<b>Funding Source</b>								
		Campus Funds/Cash	\$300,000							
		State Appropriations	\$9,000,000							
		<u>Private/Trust</u>	<u>\$9,000,000</u>							
		Total Funding	\$18,300,000							



TO: The Board of Regents

Addendum IX-D-12

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Semi-Annual Report of Licenses

RECOMMENDED ACTION: Report

EXPLANATION: The attached report is a summary of licenses as provided by the campuses pursuant to Regents Policy RP-6.3.1.4.v (2) of the Board of Regents of the University of Nebraska for the period ending December 31, 2017.

The report outlines the following: type of action; campus; description and use of the product, service, or project; term of the license; and financial terms of the license.

APPROVED:



Chris J. Kabourek  
Interim Vice President for Business and Finance| CFO

DATE: May 31, 2018

<b>Type of Action</b>	<b>Licensee</b>	<b>Campus</b>	<b>Description of Product/Service</b>	<b>Term of License</b>	<b>Contractual Requirements</b>
Intellectual Property Option Agreement (Exclusive)	Confidential Business Information (CBI)	UNL	Concrete beam technologies	1 year	Option Fee
Intellectual Property Option Agreement (Non-Exclusive)	CBI	UNL	Hybrid Maize	Perpetual	License Fee
Intellectual Property License Agreement (Non-Exclusive)	CBI	UNL	Soybean varieties	10 years	Royalty Bearing
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Treadmill technology	Duration of patents	Royalty Bearing
Intellectual Property Option Agreement (Exclusive)	CBI	UNL	Cereal grain processing technology	1 year	Royalty Bearing
Intellectual Property License Agreement (U.S. Exclusive)	CBI	UNL	Polymer dye technology	Duration of patents	License Fee
Intellectual Property License Agreement (Non-Exclusive)	CBI	UNL	Conductive concrete technology	Duration of patents	License Fee
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Probiotic	10 years	Royalty Bearing
Startup License Agreement (Exclusive)	CBI	UNL	Drone technology	Duration of patents	Royalty Bearing
Intellectual Property Option Agreement (Exclusive)	CBI	UNL	Solar cell technology	6 months	License Fee
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Wheat technology	10 years	Royalty Bearing
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Triticale Varieties	10 years	Royalty Bearing

<b>Type of Action</b>	<b>Licensee</b>	<b>Campus</b>	<b>Description of Product/Service</b>	<b>Term of License</b>	<b>Contractual Requirements</b>
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Triticale Varieties	10 years	Royalty Bearing
Intellectual Property License Agreement (Non-Exclusive)	CBI	UNL	Soybean Varieties	5 years	Royalty Bearing
Intellectual Property Option (Exclusive)	CBI	UNL	Food colorant	1 year	Option Fee
Startup License Agreement (Exclusive)	CBI	UNL	Novel Classifier	10 years	Royalty Bearing
Startup License Agreement (Exclusive)	CBI	UNL	Pain medication delivery system	Duration of patents	Royalty Bearing
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Smart pill technology	Duration of patents	Royalty Bearing
Intellectual Property License Agreement (Exclusive)	CBI	UNL	Producing hybrid seeds	Duration of patents	Royalty Bearing
Startup License Agreement (Exclusive)	CBI	UNL	Software	10 years	Royalty Bearing
Startup License Agreement (Exclusive)	CBI	UNL	Cell growth technology	Duration of patents	Royalty Bearing
Intellectual Property License	UNMC	University of Kansas	Salesforce CRM Customizations	Perpetuity	License Fee, Consulting fees
Intellectual Property License	UNMC	Stephen Salzbrenner	Prior Authorization Software	Life of Intellectual Property	Royalty bearing, IP Costs
Intellectual Property Option	UNMC	Center Ridge Holdings, LLC	Antimicrobial Aqueous Ozone	6 Months	Automatic Option, SRA
Research Tools License (Non-Exclusive)	UNMC	Merus	NR6R Cell Line	Perpetual	License Fee, Annual License Fee
Research Tools License (Non-Exclusive)	UNMC	EMD Millipore Corporation	Antibodies	Perpetual	License Fee, Royalty bearing
Research Tools License (Non-Exclusive)	UNMC	EMD Millipore Corporation	OTK-18 Clone 211-3.1-1 Antibody	Perpetual	License Fee, Royalty bearing

\*Approved budget amount for construction contracts represents the entirety of the project budget, whereas the contract amount is the amount pertaining to the particular activity within the construction contract.

TO: The Board of Regents Addendum IX-D-13  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Status Report of Six-Year Capital Plan

RECOMMENDED ACTION: Report

EXPLANATION: The Six-Year Capital Plan consists of the campus' highest priority projects, regardless of funding sources, for which they anticipate funding in the next six years. Projects move from the 'On Deck List' to the Plan as funding possibilities progress. An update of the Six-Year Capital Plan is provided semiannually. The report is available at:  
<http://nebraska.edu/docs/facilities/2018-02-01SixYearCapitalPlan.pdf>

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

RECOMMENDED: Chris Kabourek  
Interim Vice President | CFO

DATE: April 18, 2018

# University of Nebraska

## Six-Year Capital Plan

As of February 1, 2018

### Unprioritized

Campus	Project Title	Estimate	State Funding	Other Funding	State O & M
<b>State Funded</b>					
UNK	Fine Arts Renovation & Addition	\$21,500,000	\$21,500,000		TBD
UNK	Martin Hall Renovation	\$8,000,000	\$8,000,000		TBD
UNL	Hamilton Hall Chemistry Labs 3rd Floor	\$5,000,000	\$5,000,000		TBD
UNL	Food Industry Complex Teaching Spaces	\$17,000,000	\$17,000,000		TBD
UNL	College of Business Administration (old) Renovations	\$15,000,000	\$15,000,000		TBD
UNO	First Data Building Renovation	\$10,000,000	\$10,000,000		TBD
		\$76,500,000	\$76,500,000		\$0
<b>Non-State Funded</b>					
UNL	C. Y. Thompson Library Renovation	\$22,500,000		\$22,500,000	TBD (2)
UNO	Peter Kiewit Institute Addition	\$57,800,000		TBD	TBD
UNO	West Center Campus Development	\$35,000,000		\$35,000,000	TBD
		\$115,300,000		\$57,500,000	\$0
<b>TBD or Mixed Funding</b>					
UN	Fire & Life Safety/Code Compliance	TBD			TBD
UNL	Engineering Complex (Walter Scott, Scott Link, Nebraska Hall) Renovations	\$140,000,000	\$70,000,000	\$70,000,000	TBD
UNL	Beadle II	\$150,000,000			TBD
UNMC	College of Dentistry Addition	\$15,200,000	TBD	TBD	TBD
		\$305,200,000	\$70,000,000	\$70,000,000	\$0

Notes:

(1) Moved from On-Deck

(2) Program approved by the Board of Regents. Pending funding.

(3) New Project

(4) May change to represent 40% of 309 Task Force funding over the next 6 years.

# University of Nebraska

## Six-Year Capital Plan

As of February 1, 2018

### On-Deck

Campus	Project Title	Estimate	State Funding	Other Funding	State O & M
<b>State Funded</b>					
NCTA	Master Plan - Campus Renovation	\$3,025,000	\$3,025,000		TBD
NCTA	Student Union	\$8,640,000	\$8,640,000		TBD
UNK	Calvin T. Ryan Library Renovation & Addition	\$14,580,000	\$14,580,000		\$442,000
UNK	Frank House	\$3,405,000	\$3,405,000		\$69,000
UNK	Memorial Student Affairs Building	\$6,265,000	\$6,265,000		\$154,300
UNL	Greater Nebraska Projects	\$7,500,000	\$7,500,000		TBD
UNL	Vet Basic Sciences Building Structural Repairs	TBD	TBD		TBD
UNMC	College of Nursing Modernization - at Omaha	\$10,000,000	\$10,000,000		TBD
UNMC	Eppley Science Hall Modernization	\$19,000,000	\$10,000,000		TBD
UNMC	Administrative Support & Public Safety	\$17,500,000	\$17,500,000		TBD
UNMC	Central Utilities Plant Structural Renovation & Boiler Replacement	\$20,000,000	\$20,000,000		TBD
UNO	Durham Science Center Renovation	\$20,000,000	\$20,000,000		TBD
UNO	Central Services Building	\$13,800,000	\$13,800,000		TBD
		\$143,715,000	\$134,715,000		\$665,300

Notes:

- (1) Moved from On-Deck
- (2) Program approved by the Board of Regents. Pending funding.
- (3) New Project
- (4) May change to represent 40% of 309 Task Force funding over the next 6 years.

# University of Nebraska

## Six-Year Capital Plan

As of February 1, 2018

### On-Deck

Campus	Project Title	Estimate	State Funding	Other Funding	State O & M
<b>Non-State Funded</b>					
UNL	NIC Golf Facility	TBD			TBD
UNL	Selleck Renovations	\$20,000,000		\$20,000,000	TBD
UNL	Neihardt Renovations	TBD		TBD	\$0
UNL	Westbrook Music Building Renovation and Expansion	\$65,000,000		\$65,000,000	TBD
UNL	Stadium Renovations	TBD		TBD	TBD
UNMC	Biomedical Technology Center	\$25,000,000		\$25,000,000	\$1,294,000
UNO	Radio/TV and Communications Facility	\$25,300,000		\$25,300,000	TBD
UNO	Mammel Hall Addition	\$19,600,000		\$19,600,000	TBD
		\$154,900,000		\$154,900,000	\$1,294,000
<b>TBD or Mixed Funding</b>					
UN	Technology Development Center (NCITE)	\$17,000,000			TBD
UNK	University Village Tennis Facility	\$5,000,000		\$5,000,000	TBD
UNK	UNK Greek Housing Replacement	\$25,000,000		\$25,000,000	TBD
UNL	Museums- Nebraska Hall Specimen Collection Relocation	TBD			TBD
UNL	Textron Redevelopment	TBD			TBD
UNL	Woods Hall Renovation/Reconstruction	\$19,200,000		\$19,200,000	TBD
UNL	Memorial Mall	\$12,500,000		\$12,500,000	
UNL	Whittier Auditorium Renovation	\$5,000,000		\$5,000,000	TBD
UNL	14th & Avery (X St.) Housing	\$52,000,000		\$52,000,000	
UNL	Ruth Staples	\$12,500,000		\$12,500,000	
UNL	15 & Vine Parking Garage	TBD		TBD	
UNMC	Munroe-Meyer Replacement Building	\$102,000,000	TBD	TBD	TBD
UNMC	Medical Science Building Renovations	\$10,000,000	TBD	TBD	TBD
UNO	Renovation and Addition to CPACS	\$18,200,000	TBD	TBD	TBD
		\$278,400,000	\$0	\$131,200,000	\$0

Notes:

- (1) Moved from On-Deck
- (2) Program approved by the Board of Regents. Pending funding.
- (3) New Project
- (4) May change to represent 40% of 309 Task Force funding over the next 6 years.

TO: The Board of Regents Addendum IX-D-14

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Naming of Room S-109 in the College of Law's Marvin and Virginia Schmid Clinic Building "The Berkshire Family Interview Room" at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

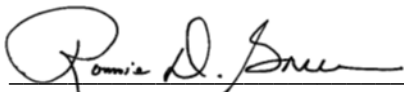
EXPLANATION: President Bounds and Chancellor Green have approved the naming of Room S-109 in the College of Law's Marvin and Virginia Schmid Clinic Building "The Berkshire Family Interview Room". This naming recommendation was initiated by Richard Moberly, Dean, College of Law.

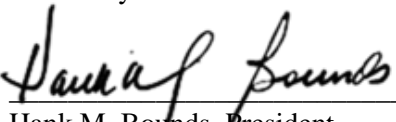
Richard (Rick) Berkshire has donated \$50,000 to the College of Law to support the college and its programming. In so doing, Rick is honoring his family, including his parents Robert (Bob) and Joanne Berkshire and his sister Laurie Meyers. Bob graduated from the College of Law in 1955, Rick in 1979 and Laurie in 1993.

Under Board of Regents policy 6.2.7(3)(b) the naming of a room or a small cluster of rooms or a small campus feature such as a garden, footbridge, or landscaped area in honor of an individual, a family, or an organization shall be approved by the Chancellor responsible for such facility and the President. Such naming shall be reported to the Board of Regents.

SPONSOR: William J. Nunez  
Interim Vice Chancellor for Business and Finance

APPROVED:

  
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

  
Hank M. Bounds, President  
University of Nebraska

DATE: May 31, 2018



TO: The Board of Regents Addendum IX-D-15  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Naming of a gallery at the Sheldon Museum of Art the “Sarah Pearson Campbell Gallery” at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

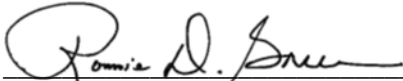
EXPLANATION: President Bounds and Chancellor Green have approved the naming of a gallery at the Sheldon Museum of Art the “Sarah Pearson Campbell Gallery”. In December 2017, Mary and Doug Campbell made a quasi-endowment gift to the Sheldon Art Association for the benefit of the Sheldon Museum of Art.

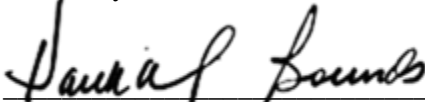
Mary Campbell is a docent volunteer at Sheldon and received her JD from the University of Nebraska College of Law. Doug Campbell is a former member of the board of trustees of the Sheldon Art Association where he served on the Jazz in June committee.

The gallery is named for their daughter, Sarah Pearson Campbell, who died on December 25, 2000, at the age of 26, in an avalanche in the Grand Teton Mountains while skiing in the backcountry. Graduate of Lincoln East High School, she received a BA in art history from Colorado College in Colorado Springs. She also graduated from National Outdoor Leadership School program in Lander, Wyoming, and was employed by the U.S. Forest Service in Wyoming and Idaho.

Under Board of Regents policy 6.2.7(3)(b) the naming of a room or a small cluster of rooms or a small campus feature such as a garden, footbridge, or landscaped area in honor of an individual, a family, or an organization shall be approved by the Chancellor responsible for such facility and the President. Such naming shall be reported to the Board of Regents.

SPONSOR: William J. Nunez  
Interim Vice Chancellor for Business and Finance

APPROVED:   
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

  
Hank M. Bounds, President  
University of Nebraska

DATE: May 31, 2018

TO: The Board of Regents Addendum IX-D-16

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Naming of selected research space within the Suzanne & Walter Scott Cancer Research Tower at the Fred & Pamela Buffett Cancer Center as the “Robert S. Holmes Collaborative Center” at the University of Nebraska Medical Center

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 7, 2013 – The Board of Regents approved naming the Suzanne and Walter Scott Cancer Research Tower

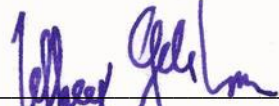
EXPLANATION: President Bounds and Chancellor Gold have approved the naming of the west collaborative center on the 6<sup>th</sup> floor of the Suzanne & Walter Scott Research Tower as the “Robert S. Holmes Collaborative Center”.

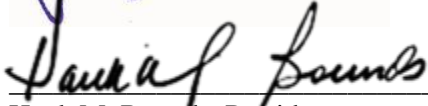
This naming is in honor of a grateful patient, who has agreed to fund the following research projects:

- Dr. Hamid Band - Myelofibrosis Cancer Research \$200,000 (paid through December 2018)
- Dr. Chi Lin - Pancreatic Cancer Research \$300,000 (paid 2018-2021)
- Dr. Vijaya Raj Bhatt - Myeloid Leukemia Cancer Research \$100,000 (paid through December 2018)

With the naming of this area as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors’ generous support to the University of Nebraska and UNMC.

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business and Finance  
& Economic Development, UNMC

APPROVED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

May 31, 2018

TO: The Board of Regents Addendum IX-D-17

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On November 7, 2008, the Board of Regents approved revisions to RP-6.3.6.2.d authorizing the Business Affairs Committee to approve Intermediate Design for projects greater than \$2,000,000 and report approval to the Board at the next regular meeting. Approval of Intermediate Design fixes the project scope and budget.

EXPLANATION: Following is an Intermediate Design Report approved by the Business Affairs Committee:

**UNL – Johnny Carson Center for Emerging Media Arts**


Program Statement Approved: October 5, 2017

Intermediate Design Report: June 28, 2018

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$9,000,000	\$9,000,000
Non Construction Budget:	\$3,115,000	\$3,047,000
Construction Budget:	\$5,885,000	\$5,953,000
NSF:	28,323	32,204
GSF:	35,404	35,630
Substantial Completion:	July 2019	July 2019

The design and construction of the dance program will be bid concurrent with the Emerging Media Arts project, not to exceed \$2,000,000.

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

APPROVED:   
Chris J. Kabourek  
Interim Vice President | CFO

DATE: May 31, 2018

TO: The Board of Regents Addendum IX-D-18

Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On November 7, 2008, the Board of Regents approved revisions to RP-6.3.6.2.d authorizing the Business Affairs Committee to approve Intermediate Design for projects greater than \$2,000,000 and report approval to the Board at the next regular meeting. Approval of Intermediate Design fixes the project scope and budget.


EXPLANATION: Following is an Intermediate Design Report approved by the Business Affairs Committee:

**UNL – Gymnastics Training Facility**

Program Statement Approved: August 11, 2017  
Intermediate Design Report: June 28, 2018

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$14,076,000	\$14,076,000
Non Construction Budget:	\$2,493,000	\$2,493,000
Construction Budget:	\$11,583,000	\$11,583,000
NSF:	35,400	44,067
GSF:	42,663	46,279
Substantial Completion:	December 2019	December 2019

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

APPROVED:   
Chris J. Kabourek  
Interim Vice President | CFO

DATE: May 31, 2018

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: National Disaster Medical System Contract Approval

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 1, 2017 – The Board approved the establishment of the Global Center for Health Security (GCHS) at UNMC.

September 9, 2011 – The renaming of the Center for Biopreparedness Education to the Center for Biosecurity, Biopreparedness and Emerging Infectious Diseases at UNMC was reported to the Board.

March 3, 2006 – The Center for Biopreparedness Education was included with a list of other centers not previously approved by the Board of Regents; however, given the approval of amendment 2.11 of the *Bylaws of the Board of Regents*, the Center for Biopreparedness Education now met the criteria for Board approval. Thus, it was reported to the Board as a retroactively “approved center” by virtue of its characteristics meeting the amended criteria.

EXPLANATION: On May 23, 2018, our team at the GCHS was awarded a contract by the U.S. Department of Health and Human Services - Office of the Assistant Secretary for Preparedness Response (ASPR) to provide expert training for its National Disaster Medical System. The contracted training will be conducted on July 24-26, 2018.

To provide the training and fulfill the GCHS contractual obligation, UNMC was required to purchase personal protective equipment (PPE) for training attendees. The cost of this purchase was estimated to be \$1,038,500 and included: (a) 350 powered air purifying respirators with 700 chemical protective butyl rubber hoods; (b) 3,500 inner and outer chemical-resistant gloves; (c) 3,500 disposable chemical protective suits; and (d) 3,500 pairs of disposable chemical-resistant boots.

While this purchase would normally require approval by the Board of Regents, 6-8 weeks lead time for delivery from the specialized PPE manufacturers presented a genuine and important need to execute this contract prior to the next regularly scheduled meeting of the Board.


As such, I approved this contract on May 25, 2018 pursuant to RP-6.3.1.6. By way of this report, I am certifying that the conditions of RP-6.3.1.6 have been met: (a) upon the request of Chancellor Gold, I determined that circumstances existed that presented a genuine and important need to execute this contract prior to the next regularly

scheduled meeting of the Board; (b) I notified the Board of the nature and magnitude of this contract; and (c) I consulted and received verbal approval from the Executive Committee of the Board of Regents.

SPONSOR:

Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

APPROVED:

  
Hank M. Bounds, President  
University of Nebraska

DATE:

May 25, 2018

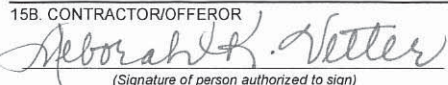
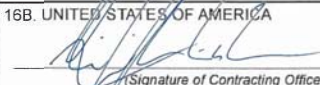
<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OS220715	5. PROJECT NO. (If applicable)	
6. ISSUED BY ASPR 200 Independence Avenue, SW Washington DC 20201	CODE ASPR-BARDA	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UNIVERSITY OF NEBRASKA 126897 UNIVERSITY OF NEBRASKA 987835 987835 NEBRASKA MEDICAL CENTER OMAHA NE 681986810		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 126897			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. HHSO100201700005C	
			10B. DATED (SEE ITEM 13) 10/18/2016	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$1,741,482.00
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 - Changes - Fixed Price (Alt 1)			
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) - Bilateral Mutual Agreement of the Parties			
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 47-0049123  
 DUNS Number: 168559177

PURPOSE: SEE FOLLOWING

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Deborah K. Vetter, Director Sponsored Programs Administration, University of Nebraska Medical Center	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) QUINTIN A. HAMKSHAW
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/24/18
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED May 24, 2018

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HHS0100201700005C/0003

PAGE OF  
2 5

NAME OF OFFEROR OR CONTRACTOR  
UNIVERSITY OF NEBRASKA 126897

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	<p>Delivery Location Code: HHS HHS 200 Independence Avenue, SW Washington DC 20201 US</p> <p>FOB: Destination</p> <p>Change Item 2 to read as follows (amount shown is the obligated amount):</p> <p>Training Services - \$2,523,289.85 (see SECTION B for additional breakdown)</p> <p>CLIN 0002A: Task 8: Simulated Training for Ebola Care - \$781,807.85</p> <p>CLIN 0002B: Task 9: Hands-On Level C PPE Training/Familiarization - \$1,741,482.00</p> <p>Obligated Amount: \$1,741,482.00</p> <p>Delivery: 10/30/2020 Amount: \$781,807.85 Accounting Info: 2017.1990506.25102 Appr. Yr.: 2017 CAN: 1990506 Object Class: 25102 Funded: \$0.00</p> <p>Delivery: 07/27/2018 Amount: \$1,741,482.00 Accounting Info: 2018.1996652.25102 Appr. Yr.: 2018 CAN: 1996652 Object Class: 25102 Funded: \$1,741,482.00</p>				1,741,482.00

1. This is Modification No. 0003 to Contract No. HHSO100201700005C.
2. The purpose of this modification is to 1), revise the training services as described under CLIN 0002 of the Contract; and 2), revise the Base Period Delivery table under Section F.
3. Accordingly, the following changes are hereby incorporated into the Contract:

- a. The Table titled **BASE PERIOD October 31, 2016 through October 30, 2020** under Section B.2. **ESTIMATED COST/PRICE** is hereby replaced with the following:

**BASE PERIOD October 31, 2016 through October 30, 2020**

CLIN	Item Description	Unit Of Issue	Unit Cost	QTY	Extended Amount - FFP
CLIN 0001	Quarantine Core Services and Capabilities / Simulated & Virtual Reality Curriculum Development (Tasks 1 through 7)				\$ 19,044,931.63
0001A	Tasks 1, 3 and 5: Monthly Reports and Meetings	EA	\$ 6,218.83	48	\$ 298,504.00
0001B	Task 2: Biosafety Plans for the Training, Simulation and Quarantine Center (TSQC)	LUMP SUM	\$ 233,650.00	1	\$ 233,650.00
0001C*	Task 4: Develop Curricula and Provide to the Government	LUMP SUM	\$ 87,462.69	1	\$ 87,462.69
	Task 4: Equipment		\$ 982,868.31	1	\$ 982,868.31
0001D*	Task 6: Develop Plan for Providing Training to Federal Medical Teams	LUMP SUM	\$ 2,846,956.77	1	\$ 2,846,956.77
	Task 6: Equipment		\$ 12,805,507.23	1	\$ 12,805,507.23
0001E*	Task 7: Develop Plan and Obtain Full Capability to Perform Quarantine Services	LUMP SUM	\$ 777,982.63	1	\$ 777,982.63
	Task 7: Equipment		\$ 1,012,000.00	1	\$ 1,012,000.00
CLIN 0002	Training Services (Tasks 8 through 9)				\$ 2,523,289.85
0002A	Task 8: Simulated Training for Ebola Care (Per Course) (Task 8)	EA	\$ 39,090.39	20	\$ 781,807.85
0002B**	Task 9: Hands-On Level C PPE Training/Familiarization (Task 9)	LUMP SUM	\$ 1,741,482.00	1	\$ 1,741,482.00
<b>TOTAL BASE PERIOD COSTS</b>					<b>\$ 21,568,221.48</b>

- \* Payment on equipment purchases under CLINs 0001C; 0001D; and 0001E; shall be made in accordance with the TSQC EQUIPMENT ACQUISITION TIMELINE AND SCHEDULED INSTALLMENTS provided as APPENDIX A of the TSQC EQUIPMENT ACQUISITION PLAN dated July 19, 2017.
- \*\* Payment on training services under CLIN 0002B shall be made in accordance with the PAYMENT SCHEDULE provided in the TECHNICAL & BUSINESS PROPOSAL FOR NDMS TRAINING DEVELOPMENT FOR THE NDMS TRAINING SUMMIT dated May 4, 2018.

**b. Under Section C.2.1 Base Period Tasks the following Base Period Task 9 is hereby incorporated into the Contract:**

**Task 9: Hands-On Level C PPE Training/Familiarization**

The Contractor shall develop and provide training at the NDMS Training Summit for hands-on level C personal protective equipment (PPE) donning and doffing familiarization for up to 3,200 attendees.

Training for this Task shall be as described in the received UNMC *Technical & Business Proposal for NDMS Training Development for the NDMS Training Summit*, dated May 4, 2018, and as clarified via email correspondence between UNMC and NDMS, received on May 8, 2018.

**c. The Table title *Base Period Deliverables* under Section F.4.2. *Schedule of Deliverables* is hereby replaced with the following:**

**Base Period Deliverables**

CLIN	Deliverable Description	Format	Description Of Deliverable	Distribution
0001B	Biosafety Plan	TBD Contractor	Refer to Section C – Task 2	COR/CO
0001A	Monthly Reports	TBD Contractor/ HHS	Refer to Section C – Task 3	COR/CO
0001C	Curricula Development Manual	TBD Contractor/ HHS	Refer to Section C – Task 4	COR/CO
0001A	Equipment Install Plan	TBD Contractor	Refer to Section C – Task 5	COR/CO
0001D	Federal Training Protocols	TBD Contractor	Refer to Section C – Task 6	COR/CO
0001E	Quarantine Services Protocols	TBD Contractor	Refer to Section C – Task 7	COR/CO

4. Funding in the amount of ONE MILLION, SEVEN HUNDRED AND FORTY ONE THOUSAND, FOUR HUNDRED AND EIGHTY TWO DOLLARS (\$1,741,482.00) is hereby added to the contract for the completion of Task 9 – as incorporated above.

The contract ceiling is hereby increased by \$1,741,482.00:

From: \$19,826,739.48

To: \$21,568,221.48

5. All other terms and conditions remain the same.

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 28, 2018

SUBJECT: Strategic Framework Report on State Funding and Tuition  
Accountability Measures

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: Attached is a report on FY 2018-19 state funding and tuition  
accountability measure performance.

SPONSORS: Philip J. Bakken  
Interim Assistant Vice President for Budget  
  
Christopher J. Kabourek  
Interim Vice President for Business and Finance | CFO

APPROVED: Hank M. Bounds  
President

DATE: May 31, 2018

# STATE FUNDING AND TUITION ACCOUNTABILITY MEASURES REPORT

## 2018-19 Targets

### State Funding (1-a-i) and Tuition (1-a-ii)

*Secure state funding sufficient to support access to high quality programs, keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2018-19	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2018	Business

## 2018-19 Performance

### State Funding



The Legislature affirmed their strong support of affordable, excellent education for the 53,000 students of the University by restoring \$17 million in funding proposed to be cut by the Governor. While the University still faces a \$5.8 million budget cut—the third cut in 14 months—the enacted budget will allow the University to maintain affordability and momentum.

### Cost Management

In order to meet basic expense obligations, continue investments in priorities, and keep tuition increases reasonable, the University has made \$28 million in recurring cuts over the 2017-2019 biennium (equivalent to a 9.5% tuition increase). These budget cuts come in the form of Budget Response Team (BRT) strategies and programmatic reductions. The University has also managed approximately \$24 million in one-time cuts through a hiring freeze, travel reductions, and other non-strategic measures.

### Tuition

In June 2017, the Board of Regents approved two years of tuition rates which included a 3.2% general increase in tuition for FY 2018-19. This increase is below the accountability measure target and continues a trend of moderate and predictable increases. Tuition rates at each of the campuses continue to be below those at peer universities.

State Funding Change (1-a-i) FY 2018-19			Tuition Change (1-a-ii) FY 2018-19		
	<u>Target</u>	<u>Performance</u>		<u>Target</u>	<u>Performance</u>
	State funding + cost mgmt. = <6% tuition increase	0.7%		State funding + cost mgmt. = <6% tuition increase	3.2%

TO: The Board of Regents Addendum IX-D-21  
Academic Affairs Committee

MEETING DATE: June 28, 2018

SUBJECT: Strategic Framework Report on Research

RECOMMENDED ACTION: Report

PREVIOUS ACTION: March 31, 2017 – The Strategic Framework Report on Research was provided to the Board of Regents.

EXPLANATION: This report is on the accountability measure for the Strategic Framework goal 4-a-i, “Increase federal support for instruction, research and development, and public service.”

The accountability measure is to increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average. The metric report considers expenditures for FY2015, 2016 and 2017. Both UNL and UNMC met the metric target.

Additional data is presented showing the amount and source for all extramural research expenditures as compiled by the NSF Higher Education Research and Development Survey for FY2012-FY2016.

SPONSOR: David S. Jackson  
Vice Provost

APPROVED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: June 4, 2018



# *Research Expenditures*

## *Strategic Framework Report*

Dr. David Jackson  
Vice Provost

UNIVERSITY OF  
**Nebraska.**





# ***RESEARCH FUNDING TYPES***



UNIVERSITY OF  
**Nebraska.**

# *Awards and Expenditures*

- Awards: Funds provided to conduct research
  - Can be provided for a multi-year period
  - Typically enumerated for the entire period of an award
  - Includes sub-contracts to other institutions
- Expenditures: Funds spent at an institution to conduct research
  - Typically expressed as an annual value
  - Standard for national comparisons (NSF Research Expenditure Survey)

# *Research Expenditure Categories*

- Extramural: Funds spent from external sources (grants, contracts)
  - Federal
  - Business
  - Non-profits
  - State and Local Governments (includes Ag. Experiment Station)
    - Does not include most state appropriations
  - Other (for example, non-US government funds)

# *Research Expenditure Categories*

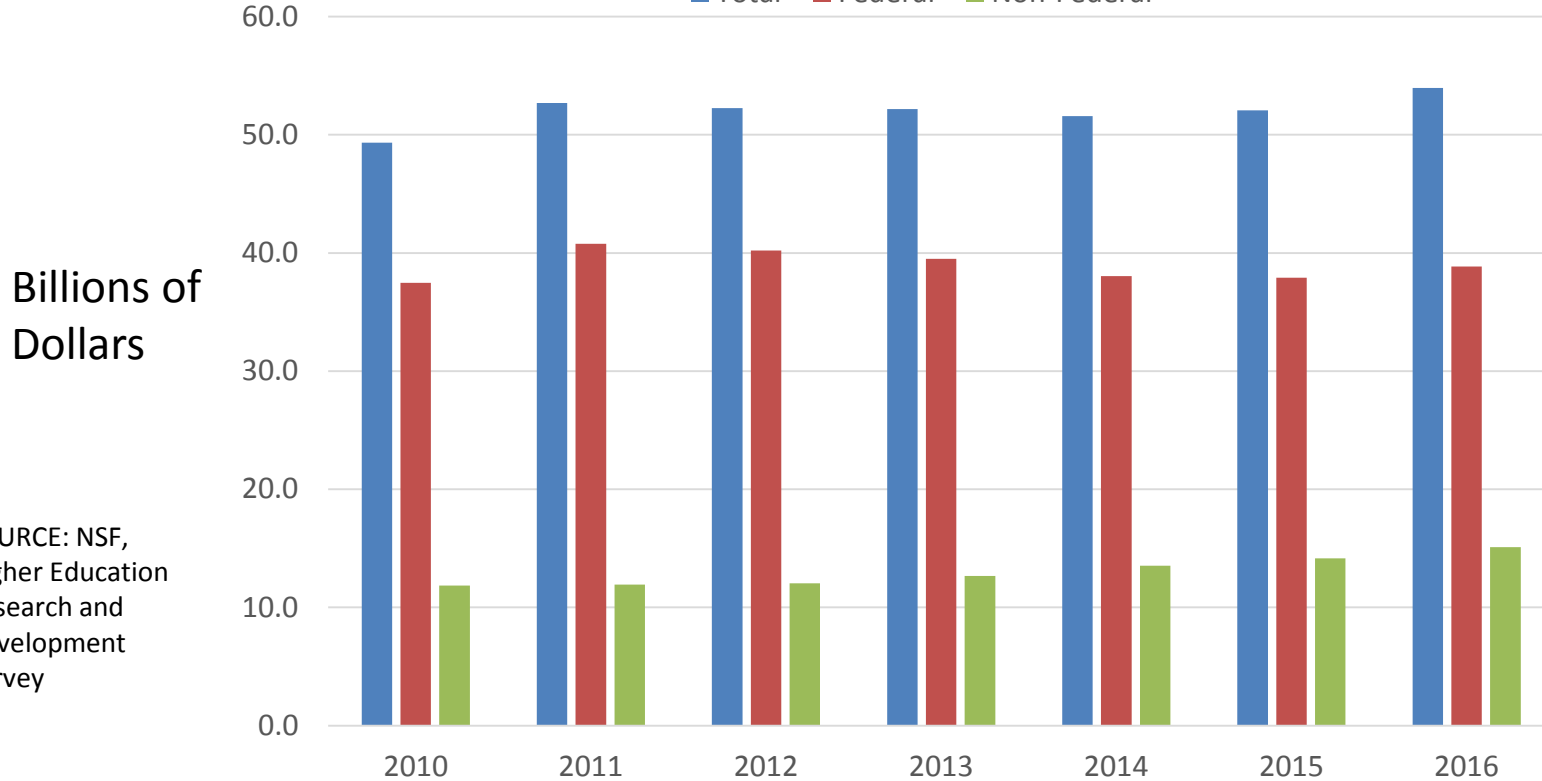
- Institutional: Funds spent from campus resources
  - Includes NU Foundation, Hospital & Provider Fees
  - Faculty, post-doc, graduate students, professional, managerial wages
  - Direct costs (supplies, operating, travel)
  - Unrecovered F&A (facilities and administration costs)
  - Equipment

**Extramural plus Institutional = Total Research Expenditures**

**Campuses often report this aggregate value**

# *U.S. Higher Education Extramural Research Expenditures*

■ Total ■ Federal ■ Non-Federal



SOURCE: NSF,  
Higher Education  
Research and  
Development  
Survey



# ***STRATEGIC FRAMEWORK***



UNIVERSITY OF  
**Nebraska.**



# *Strategic Framework Item 4-a-i (Research)*

Increase Federal support for instruction, research and development, and public service.

Reporting Period	Accountability Measure	Report Date
FY 2016-2017	Increase UNL and UNMC Federal research expenditures by 20% more than the weighted total-Federal appropriations per year on a three-year rolling average.	June

**Research expenditure targets adjust in concert with available Federal funding**

# ***Metric Calculation Rationale***

Three-year averaging:

- Campus research expenditures fluctuate year to year
- Federal research funds available to institutions also fluctuate

**A three-year average evens out extreme values**



# *Metric Calculation Rationale*

Weighted Federal appropriations by agency:

Federal agency budgets are increased/decreased at different rates.

- UNMC – Medical Center – Biomedical / Life Science
  - **NIH (92%), DOD (5%)**
- UNL – Diverse Research Enterprise
  - **NSF (27%), USDA (23%), NIH (18%), DOD (8%)**

**Metric target is weighted to reflect the agency source each campus seeks, and the growth/decline in available funding from each agency**



***UNMC***



UNIVERSITY OF  
**Nebraska.**



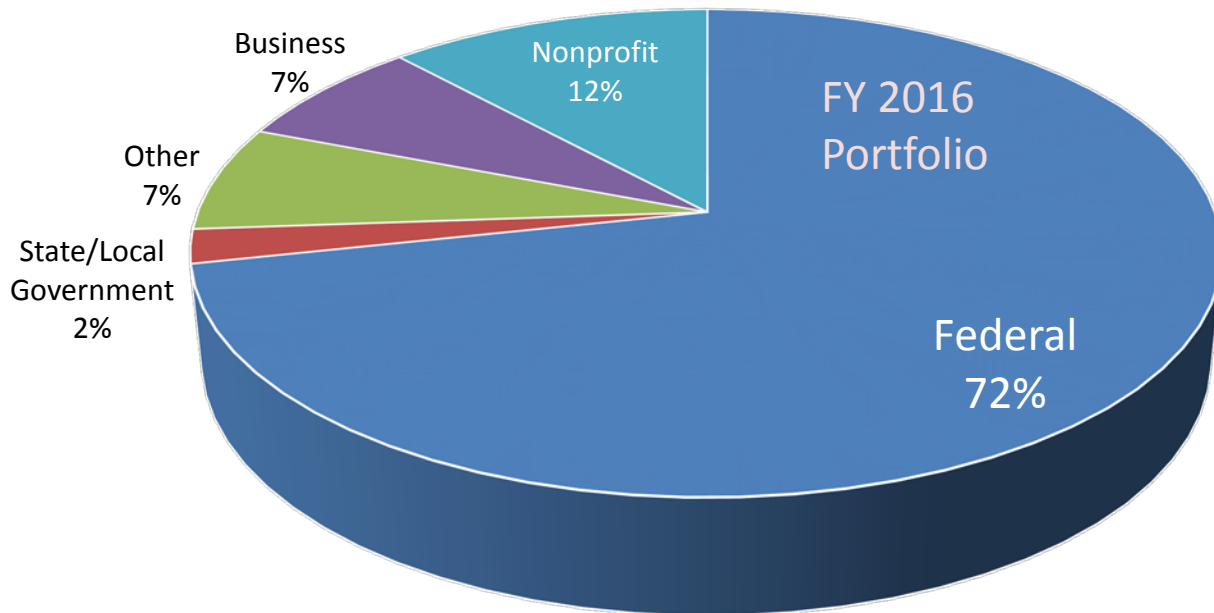
# UNMC Strategic Framework Metric Calculation

## Federal Research Expenditures

FY 2015	FY 2016	FY 2017		3-Year Average
\$71,791,449	\$76,590,748	\$84,727,674	Federal R&D Expenditures	
-5.79%	6.69%	10.62%	UNMC Growth Rate	3.84%
-2.71%	4.25%	-4.22%	Weighted Agency Growth Rates	-0.89%
SOURCE: A-133 Independent Auditors' Report			20% better than 3-year agency average	-0.71%

**UNMC's +3.84% growth rate meets the target metric of -0.71% growth**

# UNMC Extramural Research Expenditures



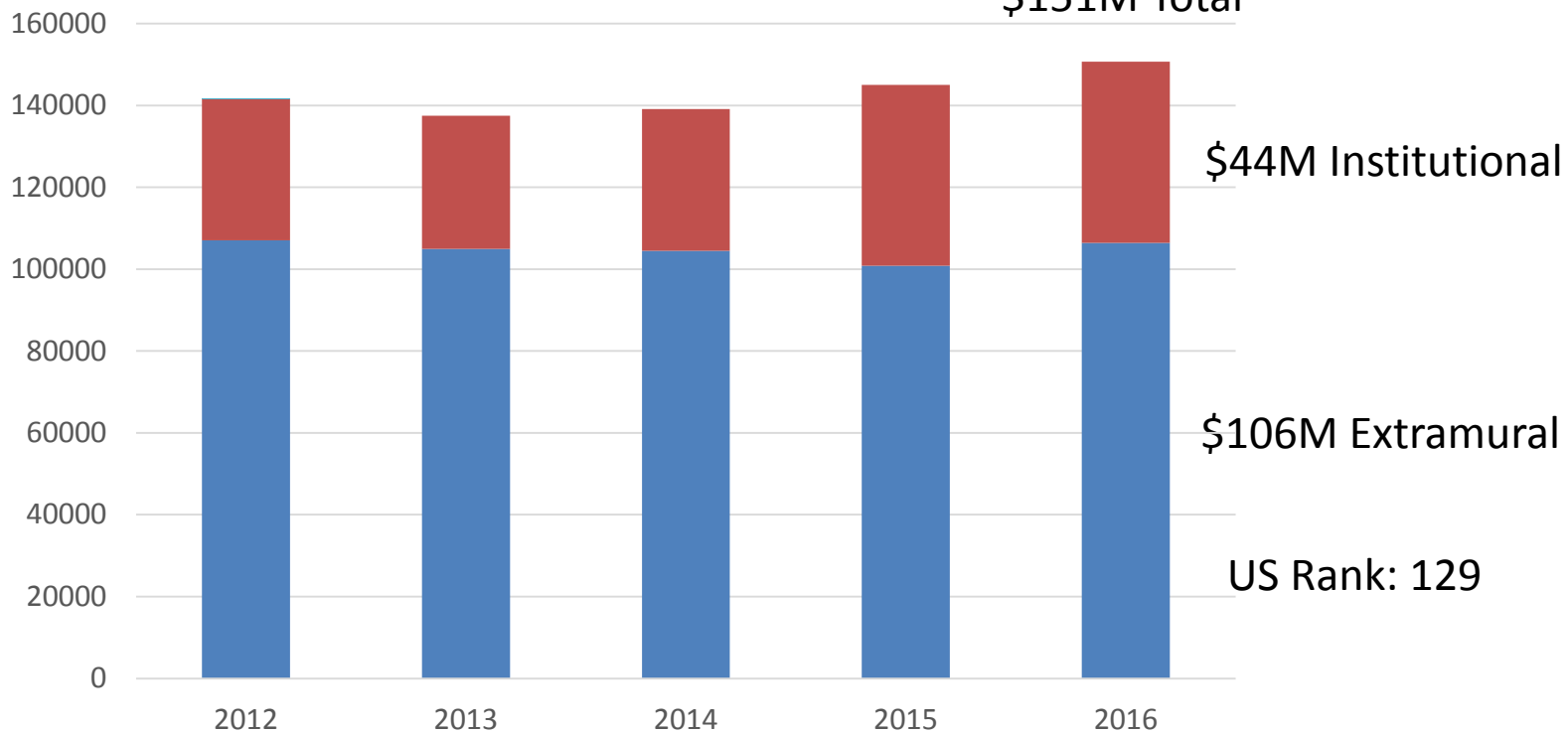
FY2012	FY2013	FY2014	FY2015	FY2016
\$107,065,000	\$104,972,000	\$104,484,000	\$100,811,000	\$106,418,000

# UNMC Total Research Expenditures

FY2012-FY2016

\$151M Total

Thousands of Dollars





***UNL***



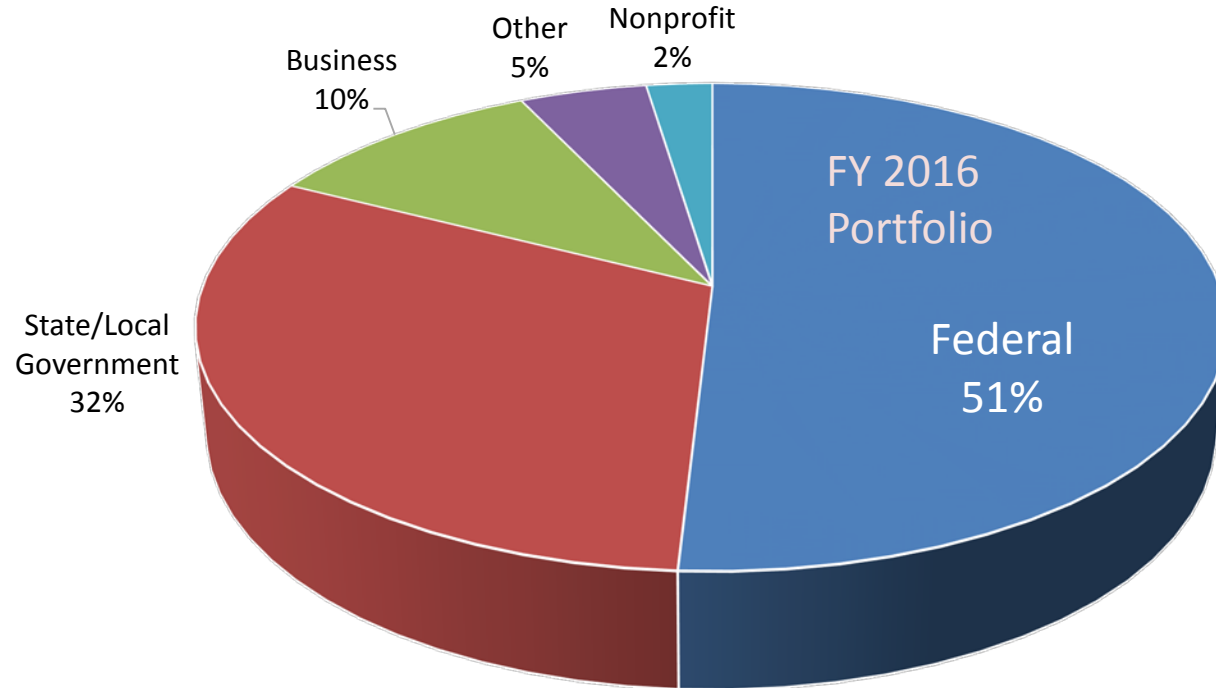
UNIVERSITY OF  
**Nebraska.**



## UNL Strategic Framework Metric Calculation Federal Research Expenditures

FY 2015	FY 2016	FY 2017		3-Year Average
\$96,358,682	\$90,870,553	\$99,117,796	Federal R&D Expenditures	
9.49%	-5.70%	9.08%	UNL Growth Rate	4.29%
0.61%	3.52%	-1.29%	Weighted Agency Growth Rates	0.95%
SOURCE: A-133 Independent Auditors' Report			20% better than 3-year agency average	1.14%
<b>UNL's +4.29% growth rate <span style="color: red;">meets</span> the target metric of +1.14% growth</b>				

# UNL Extramural Research Expenditures



FY2012	FY2013	FY2014	FY2015	FY2016
\$169,321,000	\$170,186,000	\$170,866,000	\$178,889,000	\$187,469,000

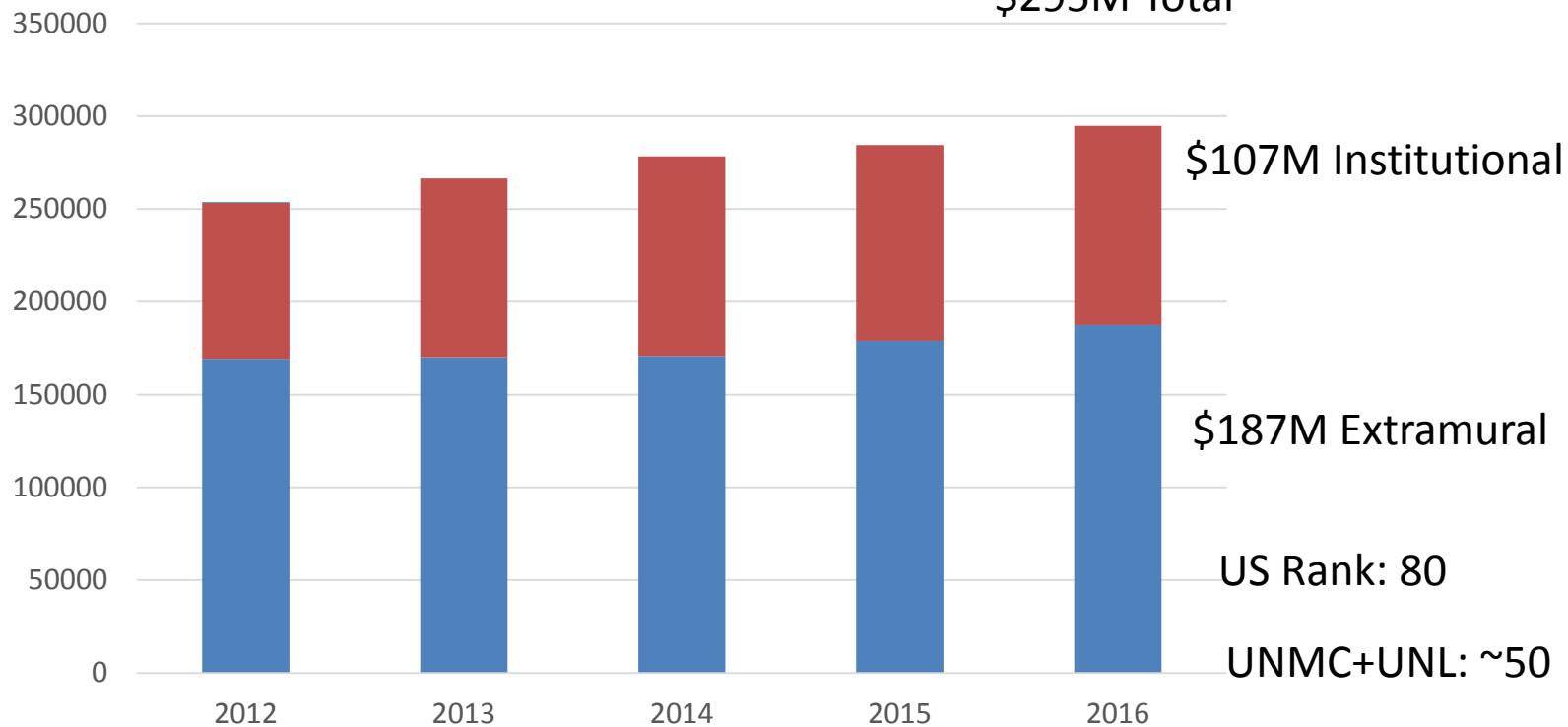


# UNL Total Research Expenditures

FY2012-FY2016

\$295M Total

Thousands of Dollars



# *National Rankings*

## *Federally-Funded Research Expenditures*

Campus	FY2016	Total Fed.*		FY2012	Total Fed.*
UNL	105	0.246%		108	0.266%
UNMC	122	0.196%		121	0.210%
UNL & UNMC	~72			~71	

\*Percent of total national higher ed. federal research expenditures

## ***NU Extramural Research Expenditures***

	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
UNK	\$911,000	\$745,000	\$580,000	\$963,000
UNO	\$6,293,000	\$6,400,000	\$6,682,000	\$7,732,000
UNMC	\$104,972,000	\$104,484,000	\$105,403,000	\$106,418,000
UNL	\$170,186,000	\$170,866,000	\$178,887,000	\$187,469,000
<b>Total</b>	<b>\$282,362,000</b>	<b>\$282,495,000</b>	<b>\$291,552,000</b>	<b>\$302,582,000</b>

# ***Strategic Framework Item 4-a-i (Research)***

Increase Federal support for instruction, research and development, and public service.

<b>Reporting Period</b>	<b>Accountability Measure</b>	<b>Report Date</b>
FY 2018-2019	Increase UNL and UNMC Federal research expenditures by 20% more than the weighted total-Federal appropriations per year on a three-year rolling average.	June

**Recommend that the next report be made in June 2019**

TO: The Board of Regents Addendum IX-D-22  
Academic Affairs Committee

MEETING DATE: June 28, 2018

SUBJECT: Revisions to the University of Nebraska Graduate College Governance Document

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 7, 2003 – The Board approved the revisions to the University of Nebraska Graduate College Governance Document replacing the two-tier system (Member/Fellow) with a single designation Graduate Faculty.

EXPLANATION: The last time the Graduate College governance document was formally modified was in 2003; edits and clarifications were made in 2012 with approval by the Executive Graduate Council. Changes since 2012 across the system necessitated revision of the handbook.

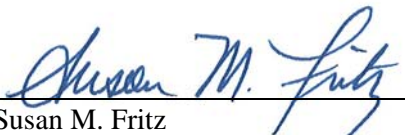
Handbook changes clarify existing Graduate College policies and incorporate more recent faculty titles referenced in the Board of Regents Bylaws, incorporate electronic voting practices, mirror Board of Regents' language relating to Graduate Studies Deans and the Graduate College Dean, and correct/update college/unit names within the campus-specific documents.

The process of revising the handbook initially involved the Graduate College Dean and campus Graduate Studies Deans, with proposed changes reviewed and endorsed by campus-based Graduate Councils and the system-wide Executive Graduate Council. The revised handbook was approved in an April-May, 2018 electronic vote by 94% of voting University of Nebraska Graduate College faculty.

[See attached revisions to Graduate College Governance document.]

SPONSOR: Executive Graduate Council, University of Nebraska

APPROVED:

  
\_\_\_\_\_  
Susan M. Fritz  
Executive Vice President and Provost  
Dean of the Graduate College

DATE: June 4, 2018

The Graduate College Governance Documents and Related Policy Documents were edited and approved by the ~~2011-12~~2017-18 [voting](#) members of the Executive Graduate Council.

~~Linda Pratt~~ — [Susan Fritz](#) – *NU Graduate Dean & [and](#) Chair of Committee*  
~~Valerie Cisler~~ — ~~Elected Representative~~ [Matthew Bice](#) – *Alternate, UNK*  
~~David Crouse~~ — ~~Graduate Dean~~ [Laura Bilek](#) – *Alternate, UNMC*  
~~Pat Dussault~~ — [Julie Boron](#)<sup>1</sup> – *Member, UNO*  
[Pamela Carmines](#)<sup>1</sup> – *Member, UNMC*  
[Timothy Carr](#) – *Graduate Dean, UNL*  
~~Libby Jones~~ — ~~Elected Representative, UNL~~  
~~Shantaram Joshi~~ — ~~Appointed Representative~~ [Dele Davies](#) – *Graduate Dean, UNMC*  
~~Michael O’Hara~~ — ~~Elected Representative, UNO~~  
~~David Shaw~~ — ~~Appointed Representative, UNMC~~  
~~Julie Shaffer~~ — ~~Elected Representative~~ [Mark Ellis](#)<sup>1</sup> – *Member, UNK*  
[Christina Falci](#)<sup>1</sup> – *Member, UNL*

---

<sup>1</sup> [Voting Member](#)

*Adam Rosen<sup>1</sup> – Member, UNO*

*Clinton Rowe<sup>1</sup> – Member, UNL*

*Rakesh Singh<sup>1</sup> – Member, UNMC*

*David Smith – Alternate, UNL*

*Deborah Smith-Howell* ———— Graduate Dean, UNO

*Janet Steele<sup>1</sup> – Member, UNK*

*Kenya Taylor* ———— Graduate Dean, UNK

~~*Ethel Williams* — Elected Representative, UNO~~

~~*Kathryn Zuckweiler* — Adam Tyma – Alternate Representative, UNK, UNO~~

~~Handbook Layout by Shannon Malousek~~

# University of Nebraska

## Graduate College ~~Policy Handbook~~ Governance Document

### Table of Contents

#### University Graduate College Governance Documents

<b>I.</b>	<b>General Organization of the Graduate College .....</b>	<b>4</b>	<b>X</b>
<b>II.</b>	<b>The Graduate Faculty.....</b>	<b>4</b>	<b>X</b>
	A. Authority and <del>Responsibility.....</del>	<del>4</del>	<del>Responsibilities</del>
	<del>.....</del>	<del>.....</del>	<del>X</del>
	B. Membership .....	<del>5</del>	<del>X</del>
	C. Criteria for Membership.....	<del>5</del>	<del>X</del>
	D. Procedures for Appointment .....	<del>5</del>	<del>X</del>
	E. Procedure of Appeal.....	<del>7</del>	<del>X</del>
	F. Graduate Supervisory Committees .....	<del>8</del>	<del>X</del>
	G. Meetings.....	<del>8</del>	<del>X</del>
<b>III.</b>	<b>The Executive Graduate Council .....</b>	<b>9</b>	<b>X</b>
	A. Authority and <del>Responsibility.....</del>	<del>9</del>	<del>Responsibilities</del>
	<del>.....</del>	<del>.....</del>	<del>X</del>
	B. Membership .....	<del>9</del>	<del>X</del>
	C. Terms .....	<del>10</del>	<del>X</del>
	D. Meetings.....	<del>10</del>	<del>X</del>
<b>IV.</b>	<b>Amendments and Conflicts .....</b>	<b>10</b>	<b>X</b>
<b>V.</b>	<b>Dean of the Graduate College.....</b>	<b>11</b>	<b>X</b>
<b>VI.</b>	<b>Administration of the Graduate College .....</b>	<b>12</b>	<b>X</b>
	A. Office of the <del>Dean of the Graduate College.....</del>	<del>12</del>	<del>Executive Vice</del>
	<del>President/Provost.....</del>	<del>.....</del>	<del>X</del>
	B. Responsibilities of the Executive Graduate Council.....	<del>12</del>	<del>X</del>
	C. Procedures for Meeting of the Faculty of the Graduate College.....	<del>13</del>	<del>X</del>
	D. Procedures for Bringing Forward Motions on the Floor of the Executive Graduate Council Without Prior Review .....	<del>13</del>	<del>X</del>
	E. Procedures for Voting .....	<del>14</del>	<del>X</del>
	F. Graduate Application Fee .....	<del>15</del>	<del>X</del>
	G. <u>University of Nebraska</u> Organizational Chart of the Graduate College.....	<del>16</del>	<del>X</del>
<b>VII.</b>	<b>Campus Graduate College Governance Documents .....</b>	<b>17</b>	<b>X</b>
	UNIVERSITY OF NEBRASKA AT KEARNEY .....	<del>17</del>	<del>X</del>
	UNIVERSITY OF NEBRASKA—LINCOLN.....	<del>21</del>	<del>X</del>
	UNIVERSITY OF NEBRASKA MEDICAL CENTER.....	<del>25</del>	<del>X</del>
	UNIVERSITY OF NEBRASKA AT OMAHA .....	<del>28</del>	<del>X</del>



## Related Policy Documents

<b>I. Graduate Degrees/Certificates.....</b>	<b>32X</b>
A. Recommendation on the Requirements for Degrees.....	32X
B. Expedited Review of Proposed New Graduate Certificate Programs.....	33X
<b>II. Policy on the Pursuit of Graduate Degrees at the University of Nebraska by Persons Faculty Holding the Rank of Assistant Professor or Above (or Equivalent).....</b>	<b>34X</b>
<b>III. Graduate Students .....</b>	<b>35X</b>
A. Veterans Administration – Certification of Graduate Students.....	35X
B. Seniors Approval for Graduate Courses .....	35X
C. Simultaneous Matriculation .....	35X
D. Students Admitted to Professional Colleges .....	35X
E. Supervisory Committee.....	36X
F. Procedure for a Graduate Student to Receive a Degree from a Campus Other than that where the Degree is Based .....	36X
G. Policy on Summer Tuition Remission for Graduate Assistants.....	38X
H. Retention of Materials used in the Academic Evaluation of Students.....	38X
<b>IV. Rules for Non-Traditional Workshops, Short-Term Courses and Special Seminars Offering Graduate Credit .....</b>	<b>39X</b>
A. Background .....	39X
B. Policy Statement .....	39X
C. Rules for all Non-Traditional Courses Offered for Graduate Credit by an Unit of the University of Nebraska .....	39X
D. Off-Campus Graduate Course Offerings.....	40X
<b>V. Non-Graduate Faculty Rules for Teaching Graduate Courses.....</b>	<b>41X</b>
A. Requirements of Non-Graduate Faculty to Teach Graduate Courses .....	41X
B. Staff Member Graduate Credit.....	41X
<b>VI. Guidelines for Graduate Programs.....</b>	<b>41X</b>
A. Guidelines for Submission and Process of Evaluation of New or Modified Graduate Programs .....	41X
B. EGC Review Cycle for Proposed New Graduate Programs .....	43X
C. Addendum – Details of Program Proposal Format .....	44X
D. Process for Monitoring Graduate Program Reviews.....	47X
E. Procedure for the Deletion or Consolidation of Graduate Programs .....	48X
F. Guidelines for the Deletion or Consolidation of Graduate Programs .....	49X
<b>VII. General Appeal Procedures for Academic Matters Concerning Graduate Students.....</b>	<b>51X</b>
A. Appeal of General Academic Matters Related to Student Programs .....	51X
B. Appeal of Grades in Graduate-Level Courses.....	53X

## Appendices

Appendix 1: Graduate Faculty Application .....	54X
Appendix 2: Legal Opinion, Richard Wood .....	58X

Appendix 3: Sample Degree .....	59
Appendix 4: Expedited Review Form.....	60

# Graduate College Governance Documents

## I. General Organization of the Graduate College

- A. There shall be a single University-wide Graduate College with a single University-wide graduate faculty, having the authority and responsibilities designated in Section II, THE GRADUATE FACULTY.
- B. Unless superseded by direct action of the Graduate Faculty acting as a whole, the legislative and academic authority of the Graduate Faculty shall be vested in an Executive Graduate Council. The authority and responsibilities of the Council are designated in Section III, THE EXECUTIVE GRADUATE COUNCIL.
- C. The Dean of the Graduate College shall be the University-wide executive officer for graduate studies and research. The Dean shall coordinate graduate programs among the respective campus units. The Dean, or the ~~Dean=s~~Dean's designee, shall serve as the presiding officer of the University-wide Graduate Faculty and Councils thereof. The Dean shall recommend appointment to or removal from the Graduate Faculty and shall be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies and research. The ~~office~~Office of the ~~Dean of the Graduate College~~Executive Vice President/Provost shall be the clerical center and clearing house for all official communications between the Executive Graduate Council, and the faculty, administrators, and external agencies.
- D. Campus Deans for Graduate Studies shall be administratively responsible to their respective Chancellors, and to the Dean of the Graduate College in their capacities as officers of the College. Campus Deans shall act as liaison officers between the Chancellors and the Dean of the Graduate College, preside over the meetings of their campus Graduate Councils and campus Graduate Faculties, and administer their respective campus graduate programs.
- E. Under authority delegated to them by the Executive Graduate Council, the Graduate Faculty of each campus shall conduct the affairs of the Graduate College which are specific to their campus, including the election of a campus Graduate Council to act on behalf of the campus Graduate Faculty. Actions of a campus Graduate Faculty or a campus Graduate Council shall not supersede the authority of the University-wide Graduate Faculty or of the Executive Graduate Council.

### Document History

Amendments approved by the Executive Graduate Council April 25, 2018

Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.

## II. The Graduate Faculty

### A. Authority and Responsibilities

1. The authority and responsibilities of the Graduate Faculty shall include adoption of attendance rules, determination of requirements for graduation in all Graduate College

programs, recommendations of candidates therefore, developing research and extension programs, discipline of students for conduct solely affecting the College, and providing to the Board of Regents recommended admission requirements, courses of study and other relevant material for meeting statutory requirements.

## B. Membership

1. **Graduate Faculty.** The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees, and serve on supervisory committees. Graduate Programs may have additional written criteria, approved by the campus Dean for Graduate Studies, for participation on [doctoral \(Ph.D., Ed.D., etc.\)](#) supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental area program.
2. **Emeriti Status.** Upon the recommendation of the departmental/school or interdepartmental Graduate Committee retired Graduate Faculty who have been appointed to emeritus status may retain the rights and privileges associated with their status as Graduate Faculty. These rights and privileges include permission to teach graduate courses, to serve as members of graduate programs, or to co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Emeriti faculty can be reappointed annually by the departmental/school Graduate Committee, and approved by the departmental/school Chair or Head and by the respective campus Dean for Graduate Studies, University of Nebraska. Any compensation [decision](#) continues to reside with the department/school.

## C. Criteria for Membership

1. **Graduate Faculty.** A faculty member nominated for appointment as Graduate Faculty member must meet the following minimum requirements:
  - a. Hold the rank of Senior Lecturer<sup>2</sup>, Assistant Professor or above;<sup>3</sup>
  - b. Hold the terminal degree normally accepted for academic employment in the discipline or its clear equivalent as determined by the Graduate Committee of the nominee's department/school or interdepartmental area;
  - c. Be actively involved in scholarly activity and/or graduate teaching as part of his or her regular duties;
  - d. Have demonstrated clear evidence of continuing scholarly activity at the national level and potential in the discipline, beyond teaching.

## D. Procedures for Appointment

### 1. Appointment as Graduate Faculty without Application

**New faculty in departments/schools with graduate degrees.** All ~~future~~ new University of Nebraska faculty members who meet the required criteria and are to be appointed to specific term, health professions or continuous appointments in academic departments/schools that house a graduate degree granting program (masters, doctoral, or both) ~~would~~[will](#) automatically be appointed as Graduate Faculty. No application process ~~would~~[will](#) be required. All new faculty in this category will be appointed as Graduate

---

<sup>2</sup> ~~Senior lecturers who seek Graduate Faculty designation must apply for such appointment.~~

<sup>3</sup> [Senior lecturers and those with Faculty Practice or Faculty Research appointments must apply for Graduate Faculty designation.](#)

Faculty in their letter of appointment at the time of hire, contingent upon the approval of the campus Dean for Graduate Studies.

## 2. Faculty Who Must Apply to be Designated Graduate Faculty

- a. **Faculty in departments/schools not granting graduate degrees.** With the exception of faculty appointed as Graduate Faculty without application under Section D1, all current ~~or future~~ University of Nebraska faculty members in academic departments/schools that currently do not house a graduate degree granting program (masters, doctoral, or both) must apply to be appointed as Graduate Faculty.
- b. ~~Future faculty on special appointment~~ **Individuals with Faculty Practice, Faculty Research, or Special Appointments (including senior lecturer and adjunct faculty).** All ~~future~~ University of Nebraska faculty members on ~~special appointment~~ **Special Appointment, Faculty Practice Appointment, or Faculty Research Appointment** in any academic department/school (whether it houses a graduate degree program or not) must apply to be appointed as Graduate Faculty.

## 3. Process for Applying to Become Graduate Faculty

Eligible faculty members will utilize the following process to apply for status as Graduate Faculty (see Appendix 1):

- a. Submit an application form and vita to the chair of the graduate committee in the relevant department/school or interdepartmental program.
- b. All Graduate Faculty in the relevant department/school will vote on the application. A two-thirds majority of these graduate faculty must support the nomination in order for it to be forwarded to the campus-level Dean for Graduate Studies. The chair of the graduate committee will write a letter interpreting the department/school vote (i.e., explaining the reasons for supporting the nomination), and then forward the file to the [nominee's department chair for endorsement and certification to the](#) campus Dean for Graduate Studies.
- c. For faculty in departments/schools without graduate programs, or in departments/schools with graduate programs with fewer than six Graduate Faculty, or for interdepartmental [and/or intercampus](#) programs, a special ad-hoc six-person review committee of Graduate Faculty will be appointed by the campus Dean for Graduate Studies. The chair of the ad-hoc committee will write a letter to the campus graduate [studies dean\(s\)](#) explaining the reasons for supporting the nomination. A two-thirds or greater majority of the committee must support the nomination. In the case of interdepartmental [and/or intercampus](#) graduate programs, the director of the program will recommend members to the campus Dean [\(s\)](#) for Graduate Studies.
- d. The campus Dean for Graduate Studies will then review the nomination, and either approve or defer it. If approved, the nomination is forwarded to the Dean of the Graduate College.
- e. The Dean of the Graduate College will then review the nomination and either approve or defer the nomination. If approved, the Dean formally appoints the faculty member to Graduate Faculty status.

#### 4. Special Procedures

In those cases in which there is no graduate program in a particular discipline on a given campus, or in which the number of Graduate Faculty in a particular discipline is less than six, a person in that discipline on that campus may be nominated for Graduate Faculty by any Graduate Faculty member in that discipline or a related discipline on that campus or another campus. Such nominations must be recommended by either two-thirds vote of the Graduate Faculty of the corresponding department/school on another campus, or by two-thirds vote of a special ad hoc committee of six Graduate Faculty that shall:

- a. include all the Graduate Faculty in the nominee's department/school or interdepartmental area, with the remainder being Graduate Faculty from the same campus or similar departments/schools or interdepartmental areas from the same campus; and
- b. be appointed by the campus Dean for Graduate Studies from names submitted by the nominator.
- c. In all cases, nominations for Graduate Faculty shall be submitted from the groups indicated above to the campus Dean for Graduate Studies for approval. If the campus Dean approves a nomination, it shall be submitted to the Dean of the Graduate College for approval.

#### E. Procedure of Appeal

1. Any nominee, or nominator only with the written permission of the nominee, who believes that his or her nomination has not been properly acted upon by the departmental/school or interdepartmental [and/or intercampus](#) Graduate Committee, or the chairperson thereof, or departmental chairperson/school director, or college dean, may appeal to the campus Dean for Graduate Studies, who may wish to refer the appeal to the campus Graduate Council for advice. A nominee, or nominator only with the written permission of the nominee, who believes that his or her nomination has not been properly acted upon by a campus Dean for Graduate Studies may appeal to the Dean. The nominee, or nominator only with the written permission of the nominee, may at his or her discretion discuss the nomination under appeal with either the campus Dean for Graduate Studies or the Dean. In the event that such a meeting is scheduled, both the nominee and the nominator may attend.
2. The Executive Graduate Council shall serve an appellate function when a nominee, or nominator only with the written permission of the nominee, believes that his or her nomination has been improperly deferred by the Dean. If the Executive Graduate Council upholds the deferment, that decision shall be final. If the Executive Graduate Council recommends that the Dean's previous decision to defer be reversed, the nomination shall be returned to the Dean with a recommendation that it be approved. If the Dean does not approve it, the nomination and all accompanying documents shall be forwarded to the ~~Executive Vice President and Provost; if the Executive Vice President/Provost does not approve it or if the Executive Vice President/Provost and the Dean are one and the same, the nomination and documents shall be forwarded to the~~ President for final disposition. Decisions on appeals forwarded by Council approval must be made within twenty (20) working days.
3. The nominee, or nominator only with the written permission of the nominee, must file any

appeal of any deferral of his or her nomination within twenty (20) working days after notification of such deferral.

4. Only data which accompanied the original nomination may be considered at any level of an appeal.
5. Even though a particular nomination is under appeal, a new nomination containing additional information may be submitted to the campus Dean at any time without prejudicing the appeal. The appeal will then be held in abeyance during the period that the new nomination is being considered by the campus Dean.



## F. Graduate and Supervisory Committees

1. **Graduate Committees.** Each department/school or interdepartmental/[intercampus](#) area offering major work leading to the master or doctoral degree shall have a Graduate Committee consisting of not less than three Graduate Faculty, one of whom shall serve as chairperson of the Committee.

All Graduate Committees must have at least a two-thirds majority of Graduate Faculty on the Committee and its chairperson must be a member of the Graduate Faculty.

For graduate programs involving only one department/school, membership on the Graduate Committee shall be recommended by the Graduate Faculty of the department/school through its departmental chairperson/school director, for approval and appointment by the campus Dean. For graduate programs involving more than one department/school [and/or campus](#), membership on the Graduate Committee shall be recommended by the participating Graduate Faculty of the participating departments/schools through the chairperson of the interdepartmental/[intercampus](#) area committee, or, if no such committee exists, through the chairpersons of the participating departments/schools, for approval and appointment by the campus Dean-[\(s\)](#). Graduate Committees are responsible for the general supervision of graduate work in their departments/schools- [and/or](#) interdepartmental/[intercampus](#) areas.

2. **Supervisory Committees.** For each student who has been accepted by a departmental/school or interdepartmental/[intercampus](#) area for doctoral studies there shall be a Supervisory Committee, of at least four members, all of whom shall be Graduate Faculty. Membership on Supervisory Committees shall be recommended by the departmental/school or interdepartmental/[intercampus](#) Graduate Committee for approval and appointment by the campus Dean-[\(s\)](#). Graduate programs may have additional written criteria, approved by the campus Dean for Graduate Studies, for participation on [Ph.D.-doctoral](#) supervisory committees. The minor, or related fields, if applicable, shall be represented on the Committee. The Committee shall approve the student's program of studies, monitor the student's academic progress, approve the dissertation subject, prepare, give, and evaluate the comprehensive and final examinations, and approve the dissertation.

## G. Meetings

The Graduate Faculty as a whole shall be called into special session by a majority vote of the Executive Graduate Council, or by a petition signed by any 100 members of the Graduate Faculty. The quorum for meetings of the Graduate Faculty shall be ten percent of the voting membership of the Graduate Faculty. Provided a quorum is in attendance, all actions taken at such meetings under the category of new business, or agenda items supported by a majority, but less than a two-thirds majority of those present at such meetings, must be submitted to the Faculty of the Graduate College on a mail [or electronic](#) ballot. Any agenda item ratified by a two-thirds majority shall be policy and shall not be sent to the Graduate Faculty on a mail [or electronic](#) ballot, unless specifically requested by a majority of those present at the meeting.

Ten members of the Graduate Faculty may petition to place items on the agenda for meetings of the Faculty of the Graduate College, if such items are presented in writing to the Dean of the Graduate College at least three weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material. If substantial amendments to the written motions are made at the meeting, they shall be considered as new business and shall be submitted to the Faculty of the Graduate College on a mail [or electronic](#) ballot. In the absence of a quorum, the agenda items of the proposed meeting of the Graduate Faculty shall be referred to the Executive Graduate Council for consideration.

There shall be an alphabetical master list, by campus, of Graduate Faculty available at meetings of the Graduate Faculty for sign-in purposes. The Dean shall appoint a parliamentarian, and Robert's Rules of Order shall be the parliamentary authority for Graduate Faculty meetings. Actions taken by the Graduate Faculty as a whole, either at a duly called meeting of the Graduate Faculty or by a two-thirds majority of those voting by mail or electronic ballot, shall supersede any action taken by the ~~representation~~ Executive Graduate Council.

#### Document History

Amendments approved by the Executive Graduate Council April 25, 2018

Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.

### **III. The Executive Graduate Council**

#### **A. Authority and Responsibilities**

Unless superseded by direct action of the Graduate Faculty acting as a whole, the legislative and academic authority of the Graduate Faculty shall be vested in the Executive Graduate Council. Specific responsibilities of the Executive Graduate Council shall include:

1. Exercising the general legislative and academic authority of the Graduate Faculty, and delegating appropriate portions thereof to the campus Graduate Faculties and campus Graduate Councils;
2. Recommending approval or disapproval of all new proposed graduate programs or substantially modified graduate programs, as well as proposed deletions of graduate programs, and monitoring graduate course offerings;
3. Coordinating graduate programs where such coordination seems in the best interests of the clientele being served, and of the University;
4. Establishing broad policy concerning graduate education and research for the University of Nebraska;
5. Assisting and promoting cooperation between campuses, between colleges, and between departments/schools where such cooperation seems promising;
- ~~6. Conducting~~6. When called upon, conducting a continuing quality audit on all graduate programs, including graduate programs at the sub-doctoral level, with findings and recommendations made to the ~~Executive Vice President/Provost~~Dean of the Graduate College and the respective Chancellors; and
7. Conducting a continuing review of the criteria for membership on the Graduate Faculty and the manner in which these criteria are applied in practice.

## **B. Membership**

The Executive Graduate Council is a representative body, consisting of Graduate Faculty. The Council will consist of two faculty representatives from each campus and one faculty alternate from each campus.

The process for selecting representatives to the Executive Graduate Council shall be determined by the graduate faculty or graduate council, as appropriate, at the local campus level, provided that a model of faculty governance is maintained. This process can be modified at the local campus level. The selection process must ensure that Executive Graduate Council members also serve on their respective Campus graduate council in order to facilitate communication between the Council and campuses.

### C. Terms

The term for faculty members of the Executive Graduate Council shall be three years with the composition changing at staggered intervals. A faculty member may serve no more than two terms consecutively. When a faculty member resigns from the Council before his or her term is completed, a successor shall be chosen by the campus to serve for the remainder of the vacated term. The Dean [of the Graduate College](#) may appoint temporary replacements to serve until the campus names a replacement.

### D. Meetings

The Executive Graduate Council shall normally meet in regular session as a whole Council twice each year at such times and such places as shall be designated by the Executive Graduate Council. A quorum shall be considered to be half the voting membership of the Executive Graduate Council. Robert's Rules of Order shall be the parliamentary authority for conducting all meetings of the Executive Graduate Council. Special meetings of the Executive Graduate Council may be called by a petition signed by any three voting members presented to the Dean or by the Dean.

#### Document History

[Amendments approved by the Executive Graduate Council April 25, 2018](#)

[Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.](#)

## IV. Amendments and Conflicts

All amendments to this Governance Document shall be proposed by the Executive Graduate Council and, once proposed shall be forwarded to the Graduate Faculty on mail [or electronic](#) ballots, which ballots must be returned to the Office of the ~~Dean of the Graduate College~~ [Executive Vice President/Provost](#) within fifteen (15) working days. Approval of all amendments must be by a two-thirds majority of those Graduate Faculty voting. All amendments that are approved by mail [or electronic](#) ballot shall be forwarded to the Board of Regents for final approval.

Nothing in this Graduate College Governance Document shall be construed to be in conflict with any Bylaws of the Board of Regents, or any applicable state or federal laws.

**Document History** "System-Wide Organization and Procedures for Administrative and Faculty Management of Graduate Studies and Research" approved by Voting Graduate Faculty in a mail ballot on April 7, 1973, subsequently modified by system Graduate Council on June 18, 1973, which included "Administrative Understandings Concerning . . ." the above document. Approved by the Board of Regents on July 14, 1973.

Approved "Executive Graduate Council as the representative of the Graduate Faculty" by the Executive Graduate Council on November 13, 1975, and by the Board of Regents on March 13, 1976.

Amendment (also to the Bylaws) to include "appeal procedure" approved by the Executive Graduate Council on September 1, 1977, and by the Board of Regents on November 11, 1977.

Amendment to include "graduate student representatives on Council" approved by mail ballot of

the entire Graduate Faculty on March 16, 1978, and by the Board of Regents on May 20, 1978.

Amendment to name "the Executive Committee as a permanent Standing Committee" approved by mail ballot of the entire Graduate Faculty on February 15, 1979, and by the Board of Regents on May 18, 1979.

Amendment to include "Committee III of the EGC shall serve as the nominating committee for the faculty members of the Executive Committee and shall determine a slate of nominees for presentation to the Executive Graduate Council at the September meeting," also including "additional nominations shall be called for from the floor at the time of the election" approved by the Executive Graduate Council on December 5, 1985, and by the Board of Regents on December 14, 1985.

Amendment to "extend membership to Emeriti Graduate Faculty" approved by mail ballot of the entire Graduate Faculty on December 7, 1988, and by the Board of Regents on February 11, 1989.

Amendment to include "UNK representation of the EGC and the Executive Committee of the EGC" approved by mail ballot of the entire Graduate Faculty on November 9, 1990, and by the Board of Regents on January 12, 1991.

Amendment to "exclude faculty with emeriti or adjunct status from determining the number of member representatives on the Executive Graduate Council" approved by mail ballot of the entire Graduate Faculty on May 13, 1993, and by the Board of Regents on July 10, 1993.

Amendment to "reduce the size of the Executive Graduate Council and streamline its mode of operation" approved by mail ballot of the entire Graduate Faculty on February 1, 1996, and by the Board of Regents on February 24, 1996.

Amendment to "include the rank of Senior Lecturer in the Criteria for Membership to the University of Nebraska Graduate College" approved by mail ballot of the entire Graduate Faculty on March 24, 1999 and by the Board of Regents on May 1, 1999.

Amendment to "replace the current two-tier system of Graduate Faculty member and Graduate Faculty Fellow with a single tier in which all faculty would be designated as Graduate Faculty" approved by mail ballot of the entire Graduate Faculty on May 12, 2003 and by the Board of Regents on June 7, 2003.

[Amendments approved by the Executive Graduate Council April 25, 2018](#)

[Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.](#)

## V. Dean of the Graduate College

The following is extracted from the Bylaws of the Board of Regents, Section 2.3:

**The Executive Vice President and Provost.** The ~~Board, upon recommendation of the~~ [Executive Vice President and Provost](#), shall ~~appoint an Executive Vice~~ [be appointed by the](#) President ~~and Provost, who shall, after~~ [as provided in Sections 2.1 and 3.2 of these Bylaws.](#) ~~After~~ the President, [he or she shall](#) be the University's ranking academic and administrative officer. ~~The Executive Vice President and Provost shall~~ [perform such duties as may be required by the President and the Board and shall](#) have the following specific responsibilities:

(a)

(a) Serve as Dean of the University-wide Graduate College and as the presiding officer of the

graduate faculty and the Executive Graduate Council. In this capacity he or she shall

- (1) recommend appointment to or removal from the graduate faculty,
- (2) ~~(2)~~ be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board and the graduate faculty concerning graduate studies and research, and
- (3) ~~(3)~~ act as an advisor to the President, and as appropriate, the Chancellors in matters pertaining to planning, development, coordination, and administration of graduate studies and research on the several campuses of the University; and

(b) Serve as Acting President in the temporary absence of the President.

### Document History

Amendments approved by the Executive Graduate Council April 25, 2018

Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.

## **VI. Administration of the Graduate College**

### **A. Office of the ~~Dean of the Graduate College~~ Executive Vice President/Provost**

- 1. Administration.** The Office of the ~~Dean of the Graduate College~~ Executive Vice President/Provost will be used as a clerical center and clearing house for all official communications between the Executive Graduate Council and its Committees, and the faculty, administration, and external agencies.

SOURCE: Executive Graduate Council Minutes 01-19-78

Edits approved by the Executive Graduate Council 04-XX-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-XX-18

- 2. Presiding Officer.** The Dean of the Graduate College is required to serve as the presiding officer of the University-wide Graduate Faculty and councils thereof, irrespective of whether those bodies are in open or closed session. The mere fact that an election is made to have an executive or closed session would not alter the mandate of the Bylaws of the Board of Regents that the officer (Dean) continue to serve as its presiding officer.

SOURCE: Legal Opinion-John Gourley 04-19-78

- 3. Dean's Absence.** The Dean, if unable to attend meetings of the Executive Graduate Council, has the authority and responsibility to designate which officer of the University will preside at meetings of the Council in that absence. (Authority delegated in Section 2.3 (h) of the Bylaws of the Board of Regents. See also legal opinion at Appendix 2)

SOURCE: Legal Opinion-Richard Wood 01-18-79

### **B. Responsibilities of the Executive Graduate Council**

1. Act as the University-wide body responsible for the welfare and continued development of graduate programs at the University of Nebraska.
2. Act as the constitutional revisions committee for all proposed revisions in the Governance Document.
3. Encourage development of innovative and high quality graduate programs and research.
4. Review and recommend policies relating to the welfare of graduate students.
5. Review and act upon university-wide recommendations concerning policy and planning



from sources outside the Executive Graduate Council.

6. Encourage and propose the development of cooperative agreements with other universities or agencies for the improvement of graduate study and research.
7. Evaluate and make recommendations regarding all proposed new graduate programs or major revisions in existing graduate programs.
8. Recommend and monitor the application of criteria for appointment as Graduate Faculty of the Graduate College.

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9. Hear appeals from faculty regarding deferral of their nominations as Graduate Faculty of the Graduate College and make appropriate recommendations.
10. Hear appeals from students on decisions relating to their graduate program, excluding grade appeals, and make appropriate recommendations.

SOURCE: Approved by the Executive Graduate Council at their meeting on May 1, 1997

#### **C. Procedures for Meetings of the Faculty of the Graduate College**

The Graduate Faculty as a whole shall be called into special session by a majority vote of the Executive Graduate Council, or by a petition signed by any 100 members of the Graduate Faculty.

The quorum for meetings of the Graduate Faculty shall be ten percent of the voting membership of the Graduate Faculty. Provided a quorum is in attendance, all actions taken at such meetings under the category of new business, or agenda items supported by a majority, but less than a two-thirds majority of those present at such meetings, must be submitted to the Faculty of the Graduate College on a mail ballot. Any agenda item ratified by a two-thirds majority shall be policy and shall not be sent to the Graduate Faculty on a mail ballot, unless specifically requested by a majority of those present at the meeting.

Ten members of the Graduate Faculty may petition to place items on the agenda for meetings of the Faculty of the Graduate College, if such items are presented in writing to the Dean of the Graduate College at least three weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material. If substantial amendments to the written motions are made at the meeting, they shall be considered as new business and shall be submitted to the Faculty of the Graduate College on a mail ballot. In the absence of a quorum, the agenda items of the proposed meeting of the Graduate Faculty shall be referred to the Executive Graduate Council for consideration.

There shall be an alphabetical master list, by campus, of Graduate Faculty available at meetings of the Graduate Faculty for sign-in purposes. The Dean shall appoint a parliamentarian, and Robert's Rules of Order shall be the parliamentary authority for Graduate Faculty meetings.

Actions taken by the Graduate Faculty as a whole, either at a duly called meeting of the Graduate Faculty or by a two-thirds majority of those voting by mail ballot, shall supersede any action taken by the representative Executive Graduate Council.

**Parliamentary Procedures.** Meetings of the Executive Graduate Council will follow Robert's Rules of Order.

SOURCE: Executive Graduate Council Minutes 02-17-77

#### **D. Procedures for Bringing Forward Motions on the Floor of the Executive Graduate Council Without Prior Review**

1. The Executive Graduate Council will not act on any item of new business unless it has been previously noted.

- a. Any item not listed as an item on the agenda of the Council as a whole as Old Business shall be considered New Business.

2. Previous notification of new business shall consist of:
  - a. presentation at a prior meeting, or
  - b. notification to each Executive Graduate Council member so that the member receives it at least five (5) working days prior to the Executive Graduate Council meeting.
3. New business brought forward on the floor may be referred by the Chair:
  - a. to an appropriate Committee for consideration at the next meeting, or
  - b. to the full Council for consideration at the next Executive Graduate Council meeting.
4. The above rules may be suspended by a two-thirds vote of those present.

SOURCE: Executive Graduate Council Minutes 12-10-81 and 02-17-83

5. **Roll Call Vote.** On the request of any member, a vote on any item of business of the Executive Graduate Council shall be by roll call vote.

SOURCE: Executive Graduate Council Minutes 02-17-77

6. **EGC Summer Activities.** Committees will continue to function, as needed, during summer months. Mail or electronic ballots will be used for items which require approval by the entire Executive Graduate Council.

SOURCE: Executive Graduate Council Minutes 04-25-74; Reaffirmed 09-18-80

[Edits approved by the Executive Graduate Council 04-XX-18](#)

[Approved by a vote of the University of Nebraska Graduate Faculty on 05-XX-18](#)

#### E. Procedures for Voting

1. ~~Mail~~ **Ballots.** Mail or electronic ballots may be used during the summer months on Executive Graduate Council business judged by the Executive Graduate Council to be suitable for mail ~~ballots. This provision includes secure~~ or electronic ballots.

SOURCE: Executive Graduate Council Minutes 11-16-78

Edits approved by the Executive Graduate Council 11-30-11

[Edits approved by the Executive Graduate Council 04-XX-18](#)

[Approved by a vote of the University of Nebraska Graduate Faculty on 05-XX-18](#)

2. **Mail Ballots Name Tags.** Mail Ballots to the Graduate Faculty must have the return address and name tag on a blank sheet so that the ballot may be returned without identification. ~~Email~~ Electronic ballots must insure the same degree of sender confidentiality ~~of sender~~.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

[Edits approved by the Executive Graduate Council 04-XX-18](#)

[Approved by a vote of the University of Nebraska Graduate Faculty on 05-XX-18](#)

3. **Recording Votes.** For mail ballots to the Executive Graduate Council, each member signs his marked ballot and returns it to the Office of the ~~Graduate College~~ Executive Vice President/Provost. Each signature is verified, the vote recorded, and all signed ballots are retained. Thus, even after the votes have been recorded, it is possible to determine not only

who voted on the issue, but also how each person voted. [For electronic ballots to the Executive Graduate Council, each member returns their marked ballot to the Office of the Executive Vice President/Provost and/or a mechanism is used to verify who and how each Executive Graduate Council member voted.](#)

[SOURCE: Edits approved by the Executive Graduate Council 04-XX-18](#)  
[Approved by a vote of the University of Nebraska Graduate Faculty on 05-XX-18](#)

4. **Proxy Voting Policy.** The conditions under which proxy votes are allowed in Executive Graduate Council (EGC) matters are as follows:
- a. Only EGC members may vote;
  - b. In absentia voting may take place only on items listed under Old Business in the EGC Agenda;
  - c. The vote must be in written [or electronic](#) form and transmitted to the ~~Provost~~[Dean](#) prior to the meeting; and
  - d. If any motion is formally amended, the [‘in absentiaabsentia’](#) vote on that item will be invalidated.

SOURCE: Approved by the Executive Graduate Council 02-18-88  
[Edits approved by the Executive Graduate Council 04-XX-18](#)  
[Approved by a vote of the University of Nebraska Graduate Faculty on 05-XX-18](#)

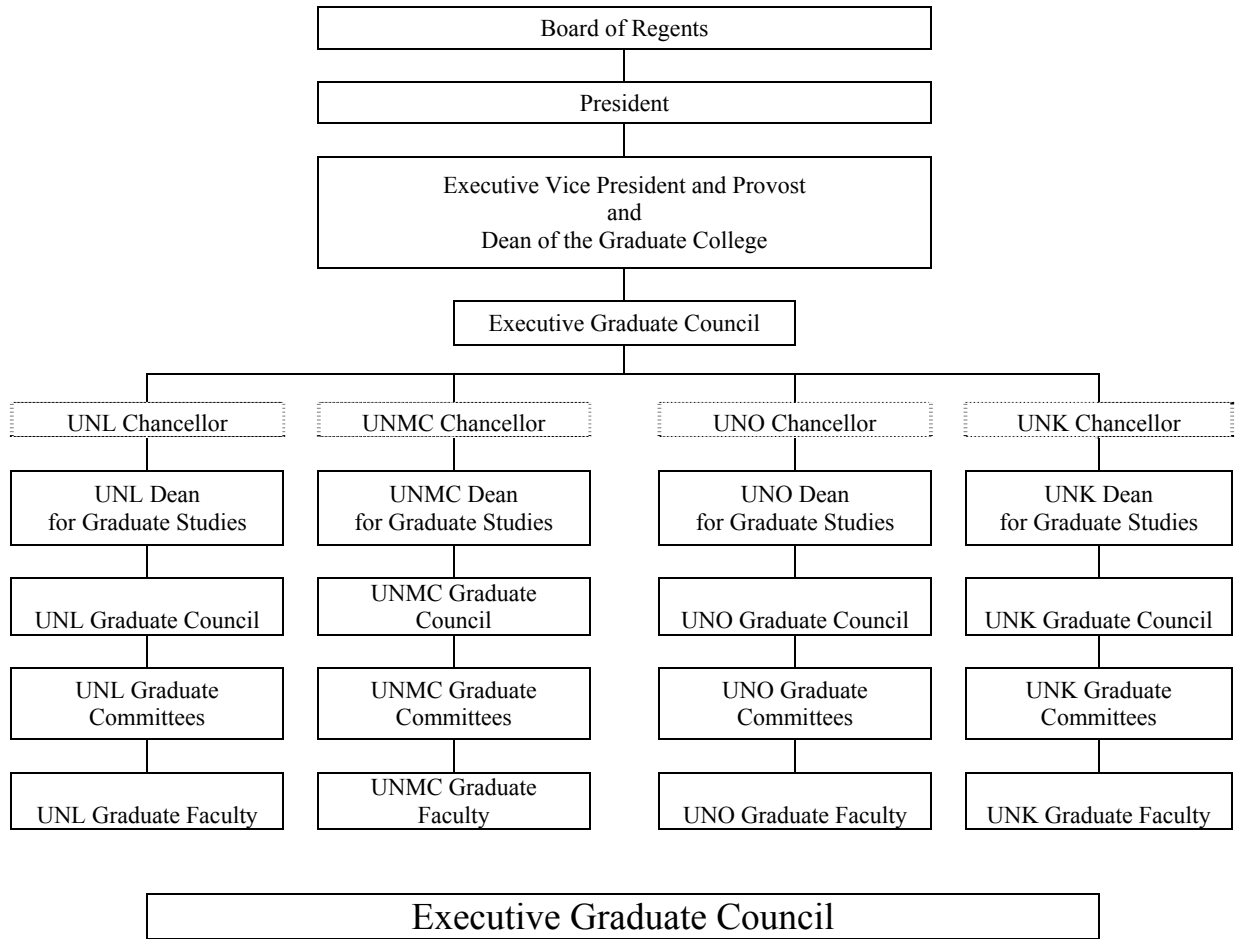
5. **Destroying Ballots.** Method for destroying ballots after an Executive Graduate Council election:
- a. Record the results of the election;
  - b. Have those results certified by the signatures of the people responsible for recording the results;
  - c. Retain the ballots for three (3) weeks and if no challenge is made within that time period, ballots may be destroyed; and
  - d. The certified results should become part of the official minutes of the Executive Graduate Council (not distributed) of the first meeting following the election.

SOURCE: Executive Graduate Council Minutes 11-29-73

- F. **Graduate Application Fee.** Each campus may periodically increase its Graduate Application Fee through the normal process for approval of fees.

SOURCE: Executive Graduate Council Minutes 03-19-87  
Executive Graduate Council Minutes 12-11-97  
Edits approved by the Executive Graduate Council 11-30-11

G. University of Nebraska Organizational Chart of the Graduate College



UNK - University of Nebraska at Kearney  
 UNL - University of Nebraska-Lincoln  
 UNMC - University of Nebraska Medical Center  
 UNO - University of Nebraska at Omaha

———— Primary Links  
 ..... Liaison Links

[Document History](#)  
[Amendments approved by the Executive Graduate Council April 25, 2018](#)

Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.

## **VII. Campus Graduate College Governance Documents**

[Amendments approved by the Executive Graduate Council April 25, 2018](#)

[Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.](#)

### **UNIVERSITY OF NEBRASKA AT KEARNEY**

#### **I. Governance of Graduate Studies at UNK**

The University of Nebraska at Kearney (UNK) Graduate Faculty shall have all powers of governance of Graduate Studies at UNK, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents, or in the general statutes and rules governing the University.

#### **II. The UNK Graduate Faculty**

##### **A. Membership of the Graduate Faculty**

All Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska at Kearney, shall comprise the UNK Graduate Faculty.

The procedures for appointments of the Graduate Faculty of the University of Nebraska are given in the "University of Nebraska Graduate College Policy Handbook". Graduate Faculty may advise graduate students, participate in the decisions of their graduate department affecting the graduate program, supervise students working toward master's and specialist's degrees, and serve on final examining committees for master's and specialist's degree candidates. Graduate Faculty may also supervise doctoral students and vote on nominations for Graduate Faculty status.

##### **B. Powers of the Graduate Faculty**

The powers of the Graduate Faculty shall be those outlined in section I; in particular, the Graduate Faculty shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

##### **C. Meetings of the Graduate Faculty**

1. The UNK Graduate Faculty shall meet ~~semiannually and at other times~~ if called by the UNK Dean for Graduate Studies, by vote of the UNK Graduate Council, or by petition of any ten UNK Graduate Faculty members.
2. The quorum for the purpose of conducting business at meetings of the Graduate Faculty shall be 25% of the membership.
3. Any member of the UNK Graduate Faculty may petition to place items on the agenda for a meeting if they are presented in writing to the Dean two weeks prior to the meeting.
4. The UNK Dean for Graduate Studies shall be responsible for recording and distributing the minutes of all meetings of the Graduate Faculty.



### **III. The UNK Graduate Council**

The University of Nebraska at Kearney Graduate Council shall serve as the policy- and decision-making body of the UNK Graduate Faculty and as an advisory body to the UNK Dean for Graduate Studies.

#### **A. Membership of the UNK Graduate Council**

The Council shall consist of twelve elected members of the UNK Graduate Faculty, three "at large" Graduate Faculty members, and three graduate student members.

1. Three Graduate Faculty members from different departments will be elected by the Graduate Faculty of each academic College. Terms for elected members of the Council shall be three years and shall commence with the beginning of Fall Semester following election to the Council.

When the term of office for an elected member of the Council ends or when a vacancy occurs and the remainder of the term is for one year or more, an election to fill the vacancy shall be conducted by the Office of Graduate Studies. ~~A-mail~~[An electronic](#) ballot shall be sent to all Graduate Faculty members of the College in which the vacancy exists. The ballot shall list nominees recommended by the Graduate Council and provide an opportunity for additional nominations. The two persons on the ballot who receive the highest number of votes shall stand for election to the Council.

If the remainder of the term is for less than one year, the Dean for Graduate Studies shall appoint a member of the Faculty in the College concerned to fill the remainder of the term.

2. Three additional University of Nebraska at Kearney Graduate Faculty will be appointed by the UNK Dean for Graduate Studies as "at large" members of the Graduate Council. In making these appointments, the Dean for Graduate Studies shall select individuals to make liaison with the University of Nebraska Executive Graduate Council (EGC). Terms for these Graduate Council members will be concurrent with their term on the EGC, or for one year, as appropriate.

Should any of the EGC representatives be elected members of the UNK Graduate Council, the Dean for Graduate Studies may make the remaining appointment(s) with the intention of maintaining a balanced representation based on the number of graduate students and Graduate Faculty in each College. Such appointments shall be for a term not to exceed one year.

3. The graduate student members of the Council shall be selected by the UNK Graduate Student Association. In the absence of an active Graduate Student Association, the UNK Dean for Graduate Studies shall appoint the members from a list of departmental nominees. Graduate student members must be currently enrolled in a minimum of six hours and in good academic standing. Terms for graduate student members shall be one year, commencing with the beginning of Fall Semester.

#### **B. Powers of the UNK Graduate Council**

The UNK Graduate Faculty has delegated to the Council its policy- and decision-making powers for graduate matters, subject to review and possible override by a vote of the Graduate Faculty. Decisions of the Council effecting change of policy and/or regulations may become effective immediately. All actions become final one month after general publication to the UNK Graduate

Faculty unless a petition signed by at least ten members is submitted to the UNK Dean for Graduate Studies requesting a meeting of the Graduate Faculty to discuss the action of the Council. The UNK Graduate Faculty may, after discussion of the matter, request the Dean to conduct a referendum (mail ballot) of the issue.

### **C. Meetings of the UNK Graduate Council**

1. The Graduate Council shall meet monthly during the academic year. In addition, the UNK Dean for Graduate Studies may call special meetings when necessary. The Dean shall draw up the agenda for each meeting and distribute it to all members of the Council and to other appropriate persons.
2. Robert's Rules of Order shall serve as the parliamentary authority for Council meetings.
3. The quorum for meetings of the Council shall be 50% of the membership of the Council.
4. Any member of the Council may place items on the agenda for a meeting.
5. The Dean for Graduate Studies shall be responsible for recording the minutes of the Council meetings and distributing them to the members of the Council, the UNK Graduate Faculty, and other appropriate persons.

## **IV. The UNK Dean for Graduate Studies**

The Dean for Graduate Studies, University of Nebraska at Kearney, shall be recommended for appointment by the UNK Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents. The Dean for Graduate Studies shall be responsible to the Chancellor, University of Nebraska at Kearney, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska at Kearney, and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska at Kearney, and shall be chair of the UNK Graduate Council.

## **V. Graduate Committees**

Each Graduate department authorized to offer major work leading to the Master's or Specialist's degree shall have a Graduate Committee consisting of not fewer than three UNK Graduate Faculty members, one of whom is designated as chair of the Graduate Committee. In all cases, at least two-thirds of the Committee must be Graduate Faculty.

Membership of the Graduate Committee is recommended by the administrative unit through its department chair or program director, for appointment by the Dean for Graduate Studies, University of Nebraska at Kearney (on behalf of the Dean of the Graduate College). Graduate Committees are responsible for the general supervision of graduate work in their administrative units.

## **VI. General**

Policies, procedures, rules and regulations previously in effect relating to University of Nebraska at

Kearney graduate programs and not superseded or rendered void by this document, or by policies of the University of Nebraska Graduate College, shall remain in effect upon its adoption. The actions of the University of Nebraska at Kearney Graduate Council and the UNK Graduate Faculty shall not supersede the Rules and Regulations nor actions of the University-wide Graduate Faculty or the Executive Graduate Council.

Approved by the KSC/UNK Graduate Council November 8, 1990, the Executive Graduate Council January 17, 1991, and by the Board of Regents March 16, 1991.

[Revisions approved by the UNK Graduate Council on March 8, 2018.](#)

1. **Business and Technology:** Accounting and Finance; Economics; Family Studies and Interior Design; Industrial Technology; Management; Marketing and Management Information Systems;  
— Center for Economic Education; Center for Rural Research and Development; Nebraska Business Development Center; and Nebraska Safety Center.
2. **Education:** Communication Disorders; Counseling and School Psychology; Educational Administration; ~~Health, Physical Education, Recreation and Leisure Studies~~[Kinesiology and Sports Sciences](#); and Teacher Education.
3. **Fine Arts and Humanities:** Art and ~~Art History~~[Design](#), Communication; English, International Studies; Modern Languages; Music ~~and Performing Arts~~, [Theatre & Dance](#); and Philosophy.
4. **Natural and Social Sciences:** Biology, Chemistry, Computer Science and Information ~~Systems~~[Technology](#), Criminal Justice, Geography and Earth Science, History, Mathematics and Statistics, Physics and Physical Science, Political Science, Psychology, Social Work, and Sociology.

## UNIVERSITY OF NEBRASKA-LINCOLN

### **I. Graduate Studies**

Subject to the powers vested in the Board of Regents, assigned to the University-wide Graduate Faculty or its Executive Graduate Council, or delegated to its administrative officers, the immediate government of Graduate Studies, University of Nebraska-Lincoln, shall be by members of the Graduate Faculty, University of Nebraska-Lincoln.

### **II. Graduate Faculty**

The Graduate Faculty at the University of Nebraska-Lincoln is composed of all tenured or tenure-leading faculty members, as well as other selected faculty. The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees and chair doctoral supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental program.

Non-tenure line faculty may be designated as Graduate Faculty by the Dean of the Graduate College,

University of Nebraska, following nomination by a member of the Graduate Faculty, endorsement by the chair of the graduate committee of the nominee's department, school, or interdepartmental area, recommendation by 2/3's of the Graduate Faculty in their department, (or through an alternative procedure designated in the "University of Nebraska System-Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies and Research") and endorsement by the Dean for Graduate Studies, University of Nebraska-Lincoln.

### **III. Graduate Faculty Associates**

Graduate Faculty Associate status may be granted upon recommendation of the Graduate Faculty affiliated with a specific department or interdepartmental area and with approval by the campus Dean for Graduate Studies. Graduate Faculty Associates may teach graduate courses, direct masters theses, serve on or chair masters examining committees, and serve on doctoral supervisory committees. Graduate Faculty Associate status is granted for a specific term ~~up~~not to exceed a period of four years ~~in length, but may be renewed upon request~~from the start of the staff member's faculty appointment.

### **IV. Emeriti Graduate Faculty**

Upon the recommendation of the departmental or interdepartmental Graduate Committee retired Graduate Faculty who have been appointed to emeritus status may retain the rights and privileges associated with the Graduate Faculty. These rights and privileges include permission to teach graduate courses, to serve as members of graduate programs, or to co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Emeriti faculty can be reappointed annually by the departmental Graduate Committee, and approved by the departmental Chair or Head and by the Dean for Graduate Studies, University of Nebraska-Lincoln. Any compensation decision continues to reside within the department.

## V. Powers of the Graduate Faculty

The Graduate Faculty administratively associated with the University of Nebraska-Lincoln shall have all powers of government of Graduate Studies, University of Nebraska-Lincoln, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents, or in the general statutes and rules governing the University. The Graduate Faculty, University of Nebraska-Lincoln, shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

## VI. The Graduate Council

There shall be a Graduate Council to serve as an advisory body to the Dean for Graduate Studies, University of Nebraska-Lincoln, and as the administrative body for Graduate Studies subject to the authority of the Graduate Faculty, University of Nebraska-Lincoln. The Graduate Council shall meet formally and as a whole at least two times during each academic semester, and shall consist of eight elected members of the Graduate Faculty, two graduate students, and the Dean for Graduate Studies of the University of Nebraska-Lincoln.

Each year, two members of the Graduate Faculty shall be elected to the Graduate Council to serve four year terms of office. The elections of Graduate Council members shall be from nominees presented by a nominating committee designated by the Graduate Council, and by Graduate Faculty petition. One member of the Graduate Faculty shall be elected from each of the following eight areas: Agricultural and Biological Sciences; Arts; Business; Engineering; Humanities; Physical Sciences; Professional Education; and Social Sciences. A member of the Graduate Council can serve no more than two four-year terms consecutively.

The University of Nebraska-Lincoln Graduate Council shall select two of its members to serve as Representatives and one of its members to serve as an Alternate on the University of Nebraska Executive Graduate Council. Since the term for faculty members of the Executive Graduate Council shall be three years, according to the Graduate College- Governance Document, only members of the University of Nebraska-Lincoln Graduate Council who have at least three years remaining on the UNL Graduate Council shall be eligible as candidates for Executive Graduate Council Representative or Alternate positions. A Representative or Alternate shall be elected each year, so that two Representatives and one Alternate shall be serving at any time.

Two graduate students shall be elected to the Graduate Council each year by the Graduate Student ~~Association~~ Assembly, University of Nebraska-Lincoln. In the absence of an active Graduate Student ~~Association~~ Assembly, the Graduate Council shall, upon the recommendation of the Dean for Graduate Studies of the University of Nebraska-Lincoln, appoint the graduate student representatives to the Graduate Council.

## VII. Dean for Graduate Studies

~~There shall be a~~ The Dean for Graduate Studies, University of Nebraska-Lincoln, ~~appointed~~ shall be recommended for appointment by the ~~Board of Regents upon recommendation of the~~ UNL Chancellor ~~and by the President~~, University of Nebraska-Lincoln. Appointment shall be made by the Board of Regents. The Dean for Graduate Studies shall be responsible to the Chancellor, University of Nebraska-Lincoln, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of ~~Graduate Studies~~ all graduate programs at the University of Nebraska-Lincoln, and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska-

Lincoln, and shall be chair of the [UNL](#) Graduate Council. The Dean for Graduate Studies shall at all times have a voice, but shall cast a vote only in case of a tie.

### VIII. Graduate Committees

Each administrative unit authorized to offer major work leading to the Master's or Doctoral degree shall have a Graduate Committee consisting of not fewer than three Graduate Faculty members, one of whom is designated as chair of the Graduate Committee. In the case of an administrative unit offering a doctoral degree, however, the majority of the Graduate Committee and its chair must be Graduate Faculty.

Membership of the Graduate Committee is recommended by the administrative unit through its departmental chair, chair of the interdepartmental area, director or academic dean, as appropriate, for appointment by the Dean for Graduate Studies, University of Nebraska-Lincoln, acting for the Dean of the Graduate College, University of Nebraska. Graduate Committees are responsible for the general supervision of graduate work in their administrative units.

### IX. Supervisory Committees

For each student who has been accepted by a department or area for the doctoral objective, [therea Supervisory Committee of at least four members who are Graduate Faculty](#) shall be appointed by the Dean for Graduate Studies, University of Nebraska-Lincoln, acting for the Dean of the Graduate College, University of Nebraska, ~~a Supervisory Committee of at least four members who are Graduate Faculty.~~ All professors on the supervisory committee must either be on the Graduate Faculty or be non-Graduate Faculty approved to perform specified Graduate Faculty duties. At least one Graduate Faculty member external to the department or area in which the doctorate is to be granted must be included on the committee responsible for supervising the student's doctoral program of studies. The committee shall approve the student's program of studies, monitor academic progress, approve the dissertation subject, and shall act as the committee for the final examination.

### X. General

Policies, rules and regulations previously in effect relating to graduate programs and not superseded or rendered void by this governance plan shall remain in effect upon its adoption.

Revisions approved by the UNL Graduate Council October 5, 1988, the University of Nebraska Executive Graduate Council November 17, 1988, and the Board of Regents January 14, 1989. Revision approved by the UNL Graduate Council March 14, 1996, the University of Nebraska Executive Graduate Council, February 17, 1997 and the Board of Regents June 1, 1996 meeting.

### XI. UNL Definition of Areas

1. **Arts:** The Hixson-Lied College of Fine and Performing Arts including the ~~departments~~[School of Art and Art History, and Design, the Glenn Korff](#) School of Music, Johnny Carson School of Theatre ~~Arts~~ and Film, and the Department of Architecture in the College of Architecture.
2. **Humanities:** Classics, Communication Studies, English, Modern Languages and Literatures, Philosophy, and the College of Journalism and Mass Communications.
3. **Physical Sciences:** Chemistry, Computer Science and Engineering, Earth and Atmospheric

Sciences, Mathematics, Physics and Astronomy, and Statistics.

4. **Engineering**: All departments in the College of Engineering.



5. **Business**: All departments of the College of Business ~~Administration~~ including the Department of Economics.
6. **Social Sciences**: Anthropology, Child, Youth and Family Studies, Community and Regional Planning, Geography, History, Law, Political Science, Psychology, Sociology, and Textiles, ~~Clothing~~ Merchandising and Fashion Design.
7. **Agricultural Sciences and Biological Sciences**: The School of Biological Sciences, Nutrition and Health Sciences, and all departments of the College of Agricultural Sciences and Natural Resources.
8. **Professional Education**: Departments of Educational Administration, Educational Psychology, Special Education and Communication Disorders, and Teaching, Learning and Teacher Education.

The Definitions of Areas were approved by the UNL Graduate Council February 14, 2008. Original document approved by University of Nebraska-Lincoln Graduate Faculty, December 10, 1973. ~~Current version approved~~ Ammendments made by University of Nebraska-Lincoln Graduate Council, Executive Graduate Council, and subsequently by Regental action on January 14, 1989 and February 11, 1989.

## **UNIVERSITY OF NEBRASKA MEDICAL CENTER**

### **I. Graduate Studies at UNMC**

The Graduate Faculty at the University of Nebraska Medical Center (UNMC) shall have the authority to govern Graduate Studies on the Medical Center campus, subject to the powers vested in the Board of Regents and assigned to the University-wide Graduate Faculty and its Executive Graduate Council.

### **II. Membership of the UNMC Graduate Faculty**

All University-wide Graduate Faculty who are administratively located within the University of Nebraska Medical Center shall comprise the UNMC Graduate Faculty. The mechanism for selection of Graduate

Faculty has been established on a University-wide basis, as detailed in the Section II of the *University of Nebraska Graduate College Handbook* (often called the “Governance Document”) and implemented at UNMC as summarized below.

Graduate Faculty ~~Members~~members are appointed by the Dean of the Graduate College, University of Nebraska, following nomination by a Graduate Faculty member and endorsement by the chairperson of the nominee's department, the ~~chairperson~~chair of the ~~graduate committee~~Graduate Committee of the nominee's department or interdepartmental area, the nominee's academic dean or director, and the UNMC Dean for Graduate Studies. ~~Graduate Faculty Members may teach graduate courses, supervise students working toward master's degrees, and serve on final examining committees for master's degree candidates.~~

1. A current faculty member may be designated as Graduate Faculty by the Dean of the Graduate College, University of Nebraska, when recommended by 2/3 of the Graduate Faculty in the member's department (or through an alternative procedure ~~designated~~detailed in Section II.D. of the "University of Nebraska System-Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies and Research" when the program involved has less than five Graduate FacultyCollege Handbook) and endorsed by the UNMC Dean for Graduate Studies. ~~Graduate Faculty may teach graduate courses, supervise students working toward master's degrees, and serve on final examining committees for master's degree candidates. Graduate Faculty may be appointed to Supervisory Committees, may supervise doctoral students and may vote on nominations of Graduate Faculty.~~
2. New UNMC faculty members who meet the required criteria and are to be appointed to specific term, health professions or continuous appointments in academic departments that house a graduate degree-granting program (M.S., Ph.D., or both) will automatically be appointed as Graduate Faculty. All new faculty in this category will be appointed as Graduate Faculty in their letter of appointment at the time of hire, contingent upon the approval of the UNMC Dean for Graduate Studies; hence, no application process will be required.

Graduate Faculty may teach graduate courses, supervise students working toward M.S. or Ph.D. degrees, serve on Supervisory Committees and Final Oral Exam Committees for M.S. or Ph.D. degree candidates, and vote on nominations for appointment to the Graduate Faculty.

### **III. Meetings of the UNMC Graduate Faculty**

1. The UNMC Graduate Faculty shall meet ~~semiannually~~annually and at other times if called by the UNMC Dean for Graduate Studies, by vote of the UNMC Graduate Council, or by petition of any 25 UNMC Graduate Faculty members. Twenty-five members shall constitute a quorum.
2. The UNMC Graduate Faculty can by majority vote override any specific action taken by the UNMC Graduate Council.
3. The UNMC Dean for Graduate Studies or the Dean's designee selected from the membership of the UNMC Graduate Faculty shall preside over meetings of the UNMC Graduate Faculty.
4. The UNMC Dean for Graduate Studies shall be responsible for recording and appropriate distribution of minutes of the meetings of the UNMC Graduate Faculty.

#### IV. UNMC Graduate Council

1. The UNMC Graduate Council shall serve as a governing body acting on behalf of the UNMC Graduate Faculty and shall serve as an advisory body to the UNMC Dean for Graduate Studies. The Graduate Council shall consist of ~~one representative from the chair of each of the Program~~program Graduate ~~Committees, Committee (or his/her designee)~~, one UNMC graduate student and the Dean for Graduate Studies. In addition, members of the Executive Graduate Council whose terms have ended on the UNMC Graduate Council will be ex officio members of the UNMC Graduate Council.
2. The graduate student representative shall be selected by the UNMC Graduate Student Association ~~of the UNMC~~. In the absence of an active Graduate Student Association, the Dean for Graduate Studies shall appoint a student member to the Graduate Council.
3. ~~Graduate Council faculty members shall serve a three year term so that the term of several members of the Council shall expire each year. It is the responsibility of the individual Graduate Programs to select their representative to the UNMC Graduate Council.~~
4. ~~All~~Each regular ~~members~~member of the Graduate Council shall have one vote.
54. The UNMC Executive Associate Dean for Graduate Studies ~~or, serving as~~ the UNMC Dean's designee ~~selected from the membership of the UNMC Graduate Council,~~ shall preside over meetings of the UNMC Graduate Council.
65. The UNMC Graduate Council shall meet monthly and as called by the UNMC Dean for Graduate Studies. A majority of voting members shall constitute a quorum. The UNMC Graduate Council meetings are open meetings.
76. Decisions by the Council shall be by simple majority vote. The UNMC Dean for Graduate Studies shall cast a vote only in the case of a tie.
87. Any member of the UNMC Graduate Faculty may request that an item be placed on the agenda of the UNMC Graduate Council meeting.
98. The UNMC Dean for Graduate Studies shall be responsible for recording and appropriate distribution of minutes of the meetings of the UNMC Graduate Council.

#### V. Dean for Graduate Studies

The UNMC Dean for Graduate Studies is appointed by the Board of Regents upon recommendation of the UNMC Chancellor ~~and the President of the University of Nebraska~~. The Dean shall ~~report~~be responsible to the Chancellor and the University of Nebraska Dean of the Graduate College. The UNMC Dean shall be administratively responsible for all graduate studies programs on the UNMC campus including the appointment (on behalf of the Dean of the Graduate College, University of Nebraska) of Graduate Committees and of the Advisory/Supervisory Committees for each student who is accepted into an approved ~~doctoral~~M.S. or Ph.D. degree program at UNMC. The Dean or the Dean's designee shall preside over meetings of the UNMC Graduate Faculty and the UNMC Graduate Council.

## VI. General

The UNMC Graduate Faculty shall have two representatives on the Executive Graduate Council. In addition there shall be one alternate.

The actions of the UNMC Graduate Council and the UNMC Graduate Faculty shall not supersede the Rules and Regulations nor actions of the University-wide Graduate Faculty or the Executive Graduate Council.

~~This Governance Document, "Organization of Graduate Studies University of Nebraska Medical Center," may be amended by majority vote of the members present at a duly called meeting of the UNMC Graduate Faculty at which a quorum is present and will be subject to approval by the Executive Graduate Council on behalf of the University-wide Graduate Faculty and the Board of Regents of the University of Nebraska. Written notice of the intention to consider amendments to this document shall be sent to all members of the UNMC Graduate Faculty at least 15 days prior to the meeting.~~

Approved by the UNMC Graduate Faculty March 2, the University of Nebraska Executive Graduate Council March 11, and the Board of Regents March 19, 1977.

Revision approved by the UNMC Graduate Council July 11, the UNMC Graduate Faculty August 15, the University of Nebraska Executive Graduate Council September 20, and the Board of Regents December 15, 1979.

Second revision approved by the UNMC Graduate Council October 15, 1987, the UNMC Graduate Faculty January 7, the University of Nebraska Executive Graduate Council February 18, and the Board of Regents April 9, 1988.

Third revision approved by the UNMC Graduate Council February 15, 1996, the UNMC Graduate Faculty March 7, 1996, University of Nebraska Executive Graduate Council February 19, 1997 and the Board of Regents June 1, 1996.

Fourth revision approved by the UNMC Graduate Council February 14, 2018, ....

Fifth revision approved by the UNMC Graduate Council April 5, 2018, and the UNMC Graduate Faculty April 24, 2018.

# UNIVERSITY OF NEBRASKA AT OMAHA

## I. Government of Graduate Studies at UNO

The University of Nebraska at Omaha (UNO) Graduate Faculty shall have all powers of government of Graduate Studies at UNO, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents. The Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies shall be appointed by the Board of Regents upon recommendation of the UNO Chancellor and shall be administratively responsible for the welfare of all graduate studies programs on the UNO campus and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies. The UNO Graduate Council shall serve as the legislative and decision-making body of the UNO Graduate Faculty and as an advisory body to the Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies. In this document "the Faculty," "the Dean," and "the Council" shall refer to the UNO Graduate Faculty, the Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies, and the UNO Graduate Council, respectively.

## II. The UNO Graduate Faculty

### A. Membership of the Faculty

The Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska at Omaha, shall comprise the UNO Graduate Faculty.

The procedures for appointments of the Graduate Faculty of the University of Nebraska are given in the "University of Nebraska System-Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies" (often called the "Governance Document"). Graduate Faculty may advise graduate students, participate in the decisions of their graduate department(s) affecting the graduate program(s), supervise students working toward master's degrees, and serve on final examining committees for master's degree candidates. Graduate Faculty may also supervise doctoral students and may vote on nominations for Graduate Faculty Status.

### B. Powers of the Faculty

The powers of the Faculty shall be those outlined in section I; in particular, the Faculty shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

### C. Meetings of the Faculty

1. The Faculty shall meet once each semester in regular session; ~~the last week of November and the last week of April.~~ The agenda shall be drawn up by the Dean and Committee A: Policy and Planning of the Council with input from Committees B: Courses, Programs and Evaluation.
2. Robert's Rules of Order shall serve as the parliamentary authority for meetings of the Faculty.

3. The quorum for meetings of the Faculty shall be 10% of the membership of the Faculty.
4. Any member of the Faculty may petition to place items on the agenda for a meeting of the Faculty if they are presented in writing to the Dean two weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material.
5. Any ten members of the Faculty may petition for a special meeting of the Faculty. The petition must state a rationale for such a meeting. The agenda for special meetings shall consist only of the item or items addressed by the petition.
6. The Dean shall be responsible for recording the minutes of the meetings of the Faculty and distributing them to all members of the Faculty and to other appropriate persons.

### III. The UNO Graduate Council

#### A. Membership of the Council

The Council shall consist of elected members of the Faculty, the two Executive Graduate Council members and the Executive Graduate Council alternate, and two student members.

1. The number of elected members of the council allocated to each college shall be based on the number of graduate students and the number of members of the Faculty in the college. Terms for elected members of the Council shall be three years and shall commence on August 15 following election to the Council.
  - a. When the term of office for a member of the Council ends or when a vacancy occurs for some other reason and the remainder of the term is more than one year, the election to fill the vacancy shall be conducted by the Office of Graduate Studies. A mail or electronic ballot shall be sent to all members of the Faculty. Nominations for the mail ballot shall be obtained as follows:
 

The cognizant Dean, after determining if there are members of the Faculty in the college who prefer not to stand for election, shall prepare a printed or electronic ballot containing the names of all members of the Faculty in the college who will stand for election. The ballot as prepared shall be submitted to all members of the Faculty in the college. The two persons on the ballot who receive the highest number of votes shall stand for elections to the Council.
  - b. If the remainder of the term is one year or a portion of one year, the Dean shall appoint a member of the Faculty in the college concerned (with the concurrence of the cognizant Dean) to fill the remainder of the term.
2. The minimum number of representatives granted to each college shall be two so that each college has a minimum of one representative on each of the two Graduate Council committees.\* Terms of representative to the Graduate Council shall be staggered so that no more than one-third of the representatives on the Graduate Council are replaced in a given year.

~~3. Each year,~~



b. Representatives on the UNO Graduate Faculty shall elect by mail ballot one faculty member who will serve Council

\*Using this minimum plus the allocation formula, the current number of representatives on the Graduate Council are as follows:

<u>College</u>	<u>Number of Representatives</u>
<u>Arts &amp; Sciences</u>	<u>5</u>
<u>Business Administration</u>	<u>4</u>
<u>Education</u>	<u>6</u>
<u>Communication, Fine Arts &amp; Mass Media</u>	<u>3</u>
<u>Information Sciences &amp; Technology</u>	<u>3</u>
<u>Public Affairs &amp; Community Service</u>	<u>4</u>

c. UNO Definition of Areas

1. Arts and Humanities: Art and Art History, Black Studies, Dramatic Arts, English, Fine Arts Press, Foreign Languages, History, International Studies, Music, Philosophy, Religion, and Writers Workshop.

2. Business: All Graduate Faculty departments in the College of Business Administration & ISQA and IS&T.

~~the campus representative (or alternate) to~~ 3. Social Sciences: Communication, Geography, Political Science, Psychology, Sociology, and all departments in the College of Public Affairs and Community Service.

4. Natural Sciences: Biology, Chemistry, Computer Science, Geology, Mathematics, and Physics.

5. Professional Education: All departments in the College of Education.

~~Executive Graduate Council. 3.~~ The University of Nebraska at Omaha Graduate Council Advisory Committee will prepare a slate of six (6) graduate faculty shall select two of its members, one from each college, after determining if these candidates are willing to serve as Representatives and one of its members to stand for election. The person receiving the greatest number of votes shall serve as the representative (or alternate) on an Alternate on the University of Nebraska Executive Graduate Council. Since the term for faculty members of the Executive Graduate Council for a shall be three year term, commencing on August 15 in the year of the appointment years, according to the Graduate College Governance Document, only members of the University of Nebraska at Omaha Graduate Council who have at least three years remaining on the UNO Graduate Council shall be eligible as candidates for Executive Graduate Council Representative or

Alternate positions. A Representative or Alternate shall be elected each year, so that two Representatives and one Alternate shall be serving at any time.

The ~~alternate=s~~alternate's role is to take the place of an EGC ~~representative~~Representative, if the ~~representative~~Representative cannot attend a meeting. It is not the role of the alternate to replace a ~~representative~~Representative.

4. The graduate student members of the Council shall be selected by the Graduate Student Association. In the absence of a recommendation from the Graduate Student Association, the Dean shall appoint the graduate student members from a list of departmental nominees. Graduate student members must be currently enrolled students in good standing. Terms for graduate student members shall be one year, commencing on August 15 in the year of appointment.

## **B. Powers of the Council**

The Faculty has delegated to the Council its legislative and decision making powers for graduate matters, subject to review and possible override by vote of the Faculty. Decisions of the Council effecting change of policy and/or regulations shall be final within twenty (20) working days (summer sessions and vacation periods excluded) after general publication to the Faculty unless a petition signed by at least ten (10) members of the Faculty is submitted to the Dean requesting a meeting of the Faculty to discuss the decision of the matter, request the Dean to conduct a referendum (~~mail~~printed or electronic ballot) of the Faculty on the matter under discussion. A majority vote of the Faculty voting on the referendum can override a decision made by the Council.

## **C. Meetings of the Council**

1. The Council shall meet monthly. In addition, the Dean may call a special meeting of the Council. The Dean shall draw up the agenda for each meeting and distribute it to all members of the Council and to other appropriate persons.
2. Robert's Rules of Order shall serve as the parliamentary authority for meetings of the Council.
3. The quorum for meeting of the Council shall be 50% of the membership of the Council.
4. Any member of the Council may place items on the agenda for a meeting of the Council.
5. The Dean shall be responsible for recording the minutes of the meetings of the Council and distributing them to the members of the Council and to other appropriate persons.

## **IV. ~~The Associate Vice Chancellor for Academic Affairs &~~ Dean for Graduate Studies**

The Dean ~~shall report~~for Graduate Studies, University of Nebraska at Omaha, shall be recommended for appointment by the UNO Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents. The Dean for Graduate Studies shall be responsible to the ~~Senior~~Sr. Vice Chancellor for Academic ~~& Student~~ Affairs. ~~The Dean shall be responsible for the appointment (on behalf~~

~~of, University of Nebraska at Omaha, and to~~ the Dean of the ~~Graduate~~Graduate College, University of Nebraska) ~~of Graduate Program Committees and, where appropriate, Supervisory or Thesis Committees,~~ and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska at Omaha and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean, ~~or the Dean's designee,~~ for Graduate Studies shall preside at meetings of the Graduate Faculty, Univeristy of Nebraska at Omaha, and ~~of~~shall be the chair of the UNO Graduate Council; ~~the.~~ The Dean for Graduate Studies shall at all times have a voice ~~at such meetings,~~ but shall cast a vote only in ~~the~~ case of a tie.

## V. Graduate Program Committees

Each Graduate department authorized to offer major work leading to the master's or doctor's degree shall have established for it a Graduate Program Committee consisting of not less than three members of the Graduate Faculty, one of whom is designated as chairman. In the case of a graduate department offering a doctoral degree, the majority of the Committee and its chairman must be members of the Graduate Faculty. In all cases, at least two-thirds of the Committee must be members of the Graduate Faculty. Membership of the Graduate Program Committee is recommended by the Departmental chairman or other appropriate administrator for appointment by the Dean of the Graduate College, who has delegated that responsibility to the UNO Dean.

In its graduate department the Graduate Program Committee shall have the responsibility for the planning of the graduate program, the general supervision of candidates for graduate degrees and the evaluation of students by means of qualifying or final comprehensive examinations. The word "program" denotes all kinds of academic requirements which must be satisfied by the students admitted to the departmental graduate studies--including both major and minor requirements, together with quality-of-work standards, transfer credits, and those electives which are not major or minor courses.

Approved UNO Graduate Council October 12, 1981.

Revised UNO Graduate Council November 14, 1988, approved by the Board of Regents July 22, 1989.

Revised UNO Graduate Council December 11, 1997, approved by the Board of Regents May 16, 1998.

### ~~b. Note 1: UNO Definition of Areas~~

~~1. **Arts and Humanities:** Art and Art History, Black Studies, Dramatic Arts, English, Fine Arts Press, Foreign Languages, History, International Studies, Music, Philosophy, Religion, and Writers Workshop.~~

~~2. **Business:** All Graduate Faculty departments in the College of Business Administration & ISQA and IS&T.~~

~~3. **Social Sciences:** Communication, Geography, Political Science, Psychology, Social Work, Sociology, and all departments in the College of Public Affairs and Community Service.~~

~~4. **Natural Sciences:** Biology, Chemistry, Computer Science, Geology, Mathematics, and Physics.~~

~~5. **Professional Education:** All departments in the College of Education.~~

~~Note 2: Representatives on~~ Revisions approved by the UNO Graduate Council on November 13, 2017.

~~\*Using this minimum plus the allocation formula proposed by Committee C, current representative on the Graduate Council will be as follows:~~

<del>College</del>	<del>Number of Representatives</del>
<del>Arts &amp; Sciences</del>	<del>5</del>
<del>Business Administration</del>	<del>4</del>
<del>Education</del>	<del>6</del>

Communication, Fine Arts & Mass Media 3

Information Sciences & Technology 3

Public Affairs & Community Service 4

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## Related Policy Documents

[Edits approved by the Executive Graduate Council April 25, 2018](#)  
[Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.](#)

### I. Graduate Degrees/Certificates

#### A. Recommendation on the Requirements for Degrees.

The Executive Graduate Council reaffirms the exclusive right of faculty members to assign grades, to recommend admission of students to programs (retaining Board of Regents admission standards), to make recommendation on the requirements for degrees, to recommend the awarding of assistantships (the deans retain the authority to appoint graduate assistants), and to recommend candidates for degrees. The Executive Graduate Council does not recognize the administrative assignment of a grade, or the administrative awarding of an assistantship not recommended by appropriate faculty action (this does not apply only to graduate committees). The Executive Graduate Council reaffirms the right of all students to evaluations for grades, awards, and degree procedures written into the graduate catalogs, and does not recognize agreements between departments and students which circumvent the existing appeal procedures.

SOURCE: Executive Graduate Council Minutes 10-18-79  
Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

1. **Subdoctoral Degree Credits.** All graduate credits to be counted toward the satisfaction of subdoctoral degree requirements -- including all transfer credits -- must be approved and recommended by the cognizant Graduate Committee of the student's major department or area.—Not less than 50 percent of the course work required for any subdoctoral graduate degree must be completed at the University of Nebraska. No graduate credits will be accepted as transfer credits unless earned at an institution fully accredited to offer graduate work in the field of the student's major; nor should the student expect any graduate credits to be transferred unless the Graduate Committee evaluated the quality and suitability equal to or superior to offerings available at the University of Nebraska.

SOURCE: Executive Graduate Council Minutes 04-03-75  
Edits approved by the Executive Graduate Council 11-30-11

2. **Post-Baccalaureate Degree.** A post-baccalaureate degree which is the first or minimum degree offered by the University of Nebraska that qualifies a person to stand for licensure in one of the recognized professions, and which is pursued, for all intents and purposes, exclusively by persons intending to seek licensure in that profession, is regarded as a first-professional degree. Any other post-baccalaureate degree is regarded as a graduate degree.

SOURCE: Letter from Executive Vice President to Chancellors 02-01-82  
Edits approved by the Executive Graduate Council 11-30-11

3. **Certificates.** The certificate at the graduate level may be either sub-master or post-master and is intended to indicate a given level of proficiency in a given area where there is an established need, just as master and doctoral degrees do -- not that a given number of credit hours have been earned.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

4. **Format for Graduate Degrees.** The heading shall read "The University of Nebraska." There shall be a subsidiary heading reading "Graduate College." Following the subsidiary heading shall be a paragraph reading "This diploma makes known that the Board of Regents of the University of Nebraska upon the recommendation of the Graduate Faculty and by authority of the statutes of the State has by its officers specially authorized hereto conferred the degree."
  - a. The above paragraph will be followed by the formal name of the degree and by the word "upon" and by the full name of the degree recipient. The degree recipient's name will be followed by the statement "who is entitled to enjoy all the rights, honors, and privileges pertaining to that degree."
  - b. A paragraph reading "in testimony whereof we have hereunto subscribed our names and caused the seal of the said Board to be affixed this \_\_\_\_ day of \_\_\_\_, 20\_\_."
  - c. The seal of the University will be in the lower left-hand corner, the word "attest" will appear after the seal, and following this word will appear the signatures and printed titles of the corporation secretary of the Board, the chairman of the Board, and the President of the University.
  - d. Across the bottom of the diploma will be printed the names of the four campuses of the University in the following order: The University of Nebraska-Lincoln, The University of Nebraska Medical Center, The University of Nebraska at Omaha, The University of Nebraska at Kearney.

(See also Appendix 3)

#### **B. Expedited Review of Proposed New Graduate Certificate Programs**

Under certain circumstances proposed new Certificate Programs would receive expedited review and approval. This would involve review by the Campus Graduate Council and the Council of Academic Officers, with final approval by the [Executive Vice President and Provost](#) and President.

For a program to be considered for expedited review and approval, it must meet the following requirements:

1. The proposed certificate must be a reasonable extension of an existing masters [or doctoral](#) program in that it uses existing courses in the present masters.
2. The proposed certificate would require at least 12 - 15 hours of work past the bachelors degree but no more than 20 hours. A core of required or elective courses must be in the



department/program offering the certificate; however there could be an opportunity for graduate students to take up to one third of the program in optional or elective courses in collateral departments of relevant disciplines, consistent with the requirements of the existing program.

3. The proposed certificate would be a repackaging of existing graduate courses, requiring no additional or reallocated resources to support the program. The proposal would have to demonstrate the availability of internal capacity to offer the certificate.
4. The proposal would need to show evidence of demand and that the proposal is being responsive to a demonstrated need in the university or community. However, the justification would not need to be as elaborate as that required for a [completely](#) new degree program.

5. Following approval of such a new Certificate Program, the action will be reported to the Board of Regents at the next meeting.
6. Please see Appendix 4 for material that will help prepare a request for Expedited Review.

SOURCE: Policy approved by Board of Regents on July 15, 2000  
Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

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## II. Policy on the Pursuit of Graduate ~~Degress~~[Degrees](#) at the University of Nebraska by ~~Persons~~[Faculty](#) Holding The Rank of Assistant Professor or Above (or Equivalent)

While it is not the intention of the University of Nebraska to deny access to graduate education to any qualified person, the University is concerned about possible conflict of interest, or even the appearance of such a conflict, when faculty members of this University pursue advanced degrees in its Graduate College.

Therefore, a member of the faculty in an instructional department who holds the rank of assistant professor or above or equivalent rank, or a member of the faculty in an instructional department who holds an appointment for a specific term, or a member of the administrative staff holding the rank of assistant professor or above, may pursue an advanced degree in the Graduate College only after receiving special permission from the person's academic dean or administrative supervisor and from the campus Graduate Council responsible for the program which he or she wishes to pursue. The advanced degree cannot be in the person's own department or area or in a closely related department or area. Whether a second department or area is too closely related to the person's own department shall be determined by the Dean for Graduate Studies of the campus involved in consultation with the Graduate Committees of the two departments or areas. Permission may be granted to pursue an advanced degree in the equivalent department on another campus of the University of Nebraska.

The Graduate Faculty status of a person who is a member of the Graduate Faculty must be suspended when the person receives permission to pursue an advanced degree in the Graduate College of the University of Nebraska. However, with the permission of the appropriate campus Dean for Graduate Studies and the appropriate Graduate Committee, such persons shall be eligible to continue to teach graduate courses, supervise graduate students at the Masters degree level, and serve on graduate supervisory and examining committees. Such permission must be obtained before starting such a program and annually after entering the program. Upon completing or withdrawing from such an advanced degree program, the original Graduate Faculty status shall be reinstated upon recommendation by at least 2/3 of the Graduate Faculty of the department or area if the person returns to the same department in which he or she held an appointment originally. A change of appointment to another department requires that the person follow the established procedure for obtaining Graduate Faculty status.

SOURCE: Approved by the Executive Graduate Council at the May 8, 1984, Special Meeting.

[Edits approved by the Executive Graduate Council 04-28-2018](#)

### III. Graduate Students

**Graduate Students Defined.** Full-time graduate students at the University of Nebraska shall be defined as graduate students enrolled for at least 9 credit hours during an academic semester (~~or quarter~~) or at least 4 hours during summer sessions irrespective of whether or not the student holds a graduate assistantship.

SOURCE: Executive Graduate Council Minutes 03-18-76  
Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

#### A. Veterans Administration - Certification of Graduate Students.

Graduate students requiring certification as full-time students must be enrolled for at least 9 credit hours during an academic semester or at least 3 credit hours during summer sessions, whether or not the student holds a graduate assistantship. With approval of the Dean for Graduate Studies, students in the final semester of a masters degree program, or Candidates for doctoral degrees, registered for fewer than the minimum hours required for a full program may be granted full-time status provided they are not employed more than 22 hours per week (half time).

#### B. Seniors Approval for Graduate Courses.

Seniors at an accredited institution who have obtained in advance the approval of the appropriate campus Dean for Graduate Studies may receive up to 12 hours of credit for graduate courses taken at any campus of the University of Nebraska System in addition to the courses necessary to complete their undergraduate work, provided that such credits are earned within the 12 months prior to receipt of the baccalaureate.

SOURCE: Executive Graduate Council Minutes 09-26-74

#### C. Simultaneous Matriculation.

Normally, no graduate student may be a degree-seeking student in more than one graduate program at the University of Nebraska, unless enrolled in an approved dual-degree program. Any exceptions must have prior approval of every Graduate Program Committee and every campus Dean for Graduate Studies through which the programs are administratively assigned. When there is approved simultaneous matriculation, the same course credit will not be accepted for more than one degree without prior approval of every Graduate Program Committee and every campus Dean for Graduate Studies through which the programs are administratively assigned.

SOURCE: Approved by the Executive Graduate Council 03-19-92

#### D. Students Admitted to Professional Colleges.

Students admitted to professional colleges at the University of Nebraska may enroll in up to 9 credit hours of graduate level courses (800 - and 900 - series) with the approval of the dean of the professional college, the instructors for the graduate courses, and the campus Dean for Graduate Studies. In exceptional circumstances registrations above 9 credit hours may be permitted subject to the same approval. Reciprocal arrangements permitting students admitted to the Graduate College to enroll in courses offered in the professional colleges should be encouraged.

SOURCE: Executive Graduate Council Minutes 02-27-75

**E. Supervisory Committee.**

For each student who has been accepted by a departmental or interdepartmental area for doctoral studies there shall be a Supervisory Committee, at least four members of which, including the chairperson, shall be Graduate Faculty. Membership on Supervisory Committees shall be recommended by the departmental or interdepartmental Graduate Committee for approval and appointment by the Dean (or his/her designee). In addition to the minimum of four members of the Graduate Faculty, Graduate Faculty and other eligible persons may be recommended by the Graduate Committee for appointment by the Dean (or his/her designee) to Supervisory Committees, provided that at least two-thirds of the membership of each Supervisory Committee shall be Graduate Faculty. The Minor, or related fields, if applicable, shall be represented on the Committee. The Committee shall approve the student's program of studies, monitor the student's academic progress, approve the dissertation subject, prepare, give, and evaluate the comprehensive and final examinations, and approve the dissertation.

SOURCE: Graduate College Governance Document

1. **Graduate Faculty Representation to Doctoral Supervisory Committees.** Doctoral Supervisory Committees should be encouraged to have one member of the Graduate Faculty from another University of Nebraska campus, whenever such representation promises to contribute to the student's program.

SOURCE: Executive Graduate Council Minutes 11-16-78

**F. Procedure for a Graduate Student to Receive a Degree from a Campus Other than that where the Degree is Based**

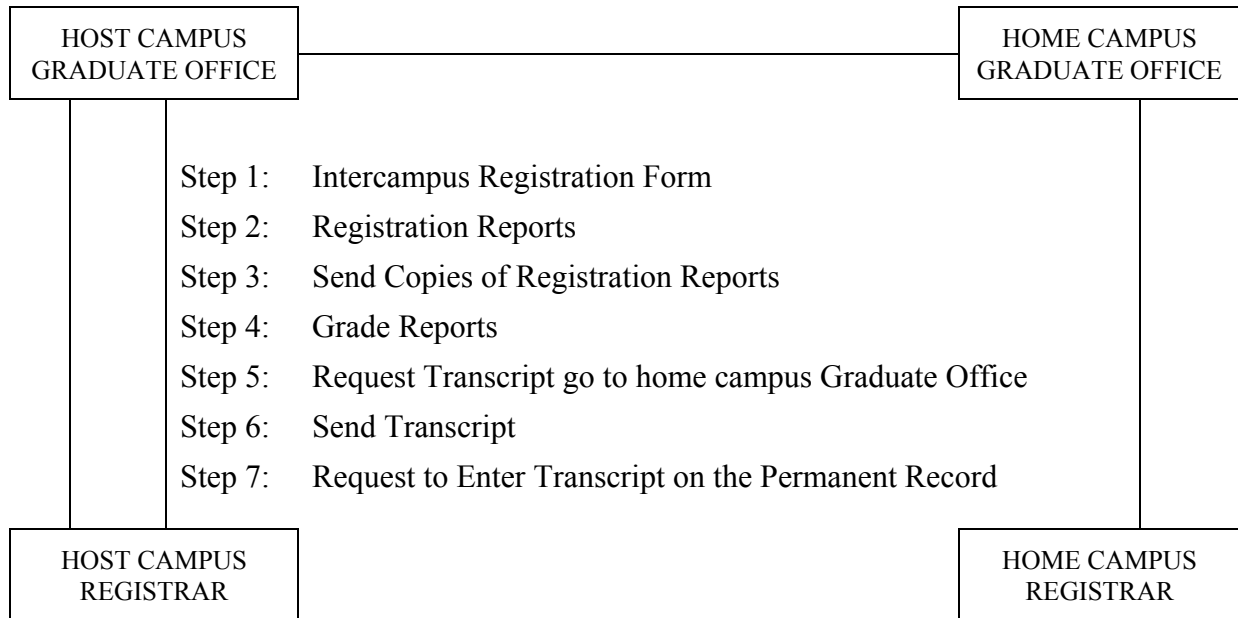
1. The student submits a request to the Dean of the Graduate College, stating in which campus commencement ceremony he or she would like to receive the degree.
2. When making formal application for the degree, the student should indicate the campus ceremony in which he or she would like to receive the degree.
3. Campus Deans for Graduate Studies are to resolve the mechanics to comply with the request. These arrangements should include the following:
  - a. Each student graduating under these circumstances shall be so noted in the program and commencement script with a statement similar to the one formulated for the December 1977 UNO commencement as follows:

"A degree awarded on the recommendation of the Graduate Faculty in (major department) at the University of Nebraska (-Lincoln, at Omaha, at Kearney or Medical Center) in cooperation with the Graduate Faculty in (major department) at the University of Nebraska (-Lincoln, at Omaha, at Kearney, or Medical Center)."

ALL COMMENCEMENT PROGRAMS SHOULD INCLUDE THE STATEMENT THAT:  
"ALL GRADUATE DEGREES ARE UNIVERSITY OF NEBRASKA DEGREES."

SOURCE: Executive Graduate Council Minutes 03-16-78  
Edits approved by the Executive Graduate Council 11-30-11

## Intercampus Registration Process



#### 4. Necessary Conditions

- a. Student must file an intercampus registration form.
- b. Host campus must flag that student's record to assure communication with home campus (Step 1).

#### 5. Description of Process

- a. Host campus registrar sends a copy of the intercampus registration forms to host campus graduate office (Step 2). This will allow the office to flag the records of those students.
- b. During the semester, the registrar on a particular campus sends information to the graduate office on that campus indicating the courses for which each graduate student taking courses on that campus is registered. The graduate office will forward this information to the home campus graduate office so that the home campus office can maintain a record of courses in which a student is enrolled on other campuses (Step 3).
- c. At the end of the semester, a grade record is sent to the graduate office on the campus in which the courses were completed (Step 4). The host campus graduate office will request the registrar to send a transcript to the home campus graduate office at that time (Step 5). This is done without charge (Step 6).
- e. The home campus graduate office will then pass on the host campus transcript to the registrar on the home campus and request that the information be entered officially on

the student's transcript as it is maintained on the home campus (Step 7).

#### **G. Policy on Summer Tuition Remission for Graduate Assistants**

Any graduate assistant who is employed for one-third FTE or more during both semesters of an academic year may be eligible to receive tuition remission during the subsequent summer. Any graduate assistant who is employed for one-third FTE or more during only one semester of the preceding academic year may be eligible to receive reimbursement of summer session tuition, provided he or she is employed as a graduate assistant for one-third FTE or more during the following fall semester. Any graduate assistant who is employed for one-third FTE or more during the summer may also be eligible for tuition remission during that same summer.

The amount of tuition remission for which each graduate assistant is eligible during the summer shall be determined as follows. Graduate assistants whose equivalent academic year stipends equal or exceed the amount charged for tuition and fees for thirty credit hours of graduate work on a non-resident basis shall be eligible to receive tuition remission for up to twelve credit hours during the summer. Graduate assistants whose equivalent academic year stipends are less than the above, but equal or exceed the amount charged for twenty-four credit hours of graduate work on a non-resident basis, shall be eligible to receive tuition remission for up to six credit hours during the summer.

SOURCE: Issued by the Executive Vice President and Provost 03-18-82

1. **Tuition Remission.** Tuition remission will be granted to graduate assistants for auditing of courses when officially registered to audit the courses.

SOURCE: Executive Graduate Council Minutes 10-21-82

2. Any graduate student who drops below four credit hours in summer sessions will lose their eligibility for Social Security and Medicare tax exemptions.

SOURCE: Federal Tax Code, Rev. Proc. 2005-11  
Edits approved by the Executive Graduate Council 11-30-11

3. **Out-of-State Graduate Students.** Graduate students registered for thesis work who have qualified as Nebraska residents while in attendance at the University and who are earning thesis credit while residing in a state other than Nebraska shall continue to be considered as residents for tuition purposes.

SOURCE: Minutes of the Board of Regents 06-10-59, Page 289  
Legal Opinion from Richard Wood, General Counsel 12-09-80

#### **H. Retention of Materials used in the Academic Evaluation of Students**

Faculty members must decide either: (1) to retain custody for at least 30 days after the end of the semester of materials, such as examinations, term papers, and written or creative assignments, used in the academic evaluation of their students, or (2) to make reasonable efforts to return such materials to the student's custody.

If a faculty member decides to retain custody of some or all of the materials used in the academic evaluation of a student, the faculty member must exercise reasonable care to maintain such materials for at least thirty days after notice of the student's final course grade has been transmitted from the appropriate campus.

This does not mean that the faculty member must retain such materials and records. The faculty member has the option of returning some or all of such materials to the student's custody. However, it is then the faculty member's responsibility to make reasonable efforts to insure that the materials are either given to the student personally or returned to the student by mail.

In any event, after the expiration of the aforementioned thirty-day period, the faculty member may dispose of the academic evaluation materials for any student who has not filed an appeal of his or her grade, or who has not been granted an extension of time for the filing of such an appeal, or who has not challenged the accuracy of his or her educational records under the Family Educational Rights and Privacy Act (FERPA).

Once a faculty member has been notified of a student's intent to file a grade appeal in a particular course, or once the appeal process has been initiated, or once a challenge has been initiated under FERPA, the faculty member is obligated to exercise extraordinary care for the materials in the faculty member's custody relating to that student's grade in that course, until such time as the appeal has been finally resolved.

It should be understood that the standards incorporated within this policy, including the thirty-day time frame, are minimum standards. Individual campuses, colleges or departments may, at their discretion, adopt more stringent policies for the retention of materials, provided such policies conform to the procedures outlined above.

SOURCE: Policy Memorandum Issued by Executive Vice President for Academic Affairs  
10-13-81  
Edits approved by the Executive Graduate Council 11-30-11

#### **IV. Rules for Non-Traditional Workshops, Short-Term Courses and Special Seminars Offering Graduate Credit**

##### **A. Background**

From time to time arrangements are made to offer graduate credit in conjunction with a workshop or conference. In the past, there has been no consistent practice with respect to providing information in brochures or other material describing the requirements that must be met by a student who wishes to earn graduate credit for participation in the particular workshop or conference in question.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

##### **B. Policy Statement**

In all instances where graduate credit is offered for participation in a workshop or conference, all brochures and advertisements shall include a statement indicating if any additional requirements



are necessary to receive credit and the name of a responsible contact person. All such brochures and advertisements must be approved by the campus Dean for Graduate Studies responsible for the program.

SOURCE: Policy issued by Executive Vice President for Academic Affairs 01-21-82  
Edits approved by the Executive Graduate Council 11-30-11

## C. Rules for all Non-Traditional Courses Offered for Graduate Credit by an Unit of the University of Nebraska

The following are rules for all non-traditional courses offered for graduate credit by any unit of the University of Nebraska. Individual campuses of the University may develop more detailed policies, but they must conform to the rules given below. The intent of these rules is to assure that all courses offered for graduate credit will meet all standards of quality prescribed by the Graduate College of the University of Nebraska.

### 1. General Rules

- a. Approval of all courses to be offered for graduate credit by any unit of the University of Nebraska is the responsibility of the appropriate campus Graduate Council or its designee. Recommendation for such approval shall be obtained, at a minimum, from the academic program, campus Graduate Council, and the campus Dean for Graduate Studies.
- b. The offering of an approved course shall be under the authority of the academic program.
- c. All courses shall be equivalent in the following respects:
  - (1) admission requirements for all students;
  - (2) grading system and evaluation standards;
  - (3) course requirements that allow for evaluation of student performance;
  - (4) access to faculty outside the scheduled course meetings for consultation;
  - (5) qualification of faculty; and
  - (6) reasonable access to materials, facilities, and support.

### 2. Assignment of Credit Hours for Non-Traditional Credit Offerings

- a. Credit hours will be assigned according to the following minimum requirements regardless if it is called a course, a workshop, special topics, etc. For each hour of credit there needs to be at least 15 hours in-class instruction. The typical offering is 3 hours per day for 5 days per each graduate credit, i.e., 1 credit in 1 week, 2 credits in 2 weeks, etc.
- b. The other option is for a concentrated 3 day offering for one graduate credit. In this format, the duration of the course shall be at least one week greater than the number of credits offered except for a one credit offering, i.e., 1 credit over 1 week, 2 credits over 3 weeks, 3 credits over 4 weeks, etc.

SOURCE: Approved by the Executive Graduate Council 04-21-83  
Revised and Approved by the Executive Graduate Council 02-20-92  
Revision of Section IIB by Executive Graduate Council 04-21-94  
Edits approved by the Executive Graduate Council 11-30-11

**C.D. Off-Campus Graduate Course Offerings.** For all University campuses, any regularly scheduled campus course or approved online course (exclusive of non-traditional courses), taught by authorized graduate faculty of the University of Nebraska, can be considered for approval to be taught at an off-campus site without special course designation.

SOURCE: Executive Graduate Council Minutes 10-17-91  
Edits approved by the Executive Graduate Council 11-30-11

## V. **Non-Graduate Faculty Rules for Teaching Graduate Courses**

A. **Requirements of Non-Graduate Faculty to Teach Graduate Courses.** Provided that all of the following requirements are met, a staff member who is not a member of the Graduate Faculty of the Graduate College may be permitted to teach graduate courses, direct masters theses, serve on or chair masters degree examining committees, and serve on doctoral supervisory committees:

1. The staff member shall have the terminal degree and the rank of assistant professor or above.
2. Permission must be obtained during the first four years of the staff member's faculty appointment and shall be effective only during that period.
3. This permission must be recommended by the appropriate departmental or interdepartmental area graduate committee and approved by the campus Dean for Graduate Studies.
4. The staff member meeting these requirements will not have a vote on the Graduate Faculty, nor hold any elected office in the Graduate College.

SOURCE: Executive Graduate Council Minutes 10-15-81

B. **Staff Member Graduate Credit.** Unusual circumstances may arise in which a department wishes to assign, on a limited basis, the teaching of a course for graduate credit to a staff member who (1) is not a member of the Graduate Faculty and (2) does not qualify under the conditions of the Executive Graduate Council action of October 15, 1981. In such cases, special permission may be given by the campus Graduate Council. Such permission must be limited to a specific course or courses and must be effective only for a specific time period, not to exceed one semester. Any extension of the special permission must be approved by the Executive Graduate Council.

SOURCE: Executive Graduate Council Minutes 11-17-83

## VI. **Guidelines for Graduate Programs**

A. **Guidelines for Submission and Process of Evaluation of New or Modified Graduate Programs**

### 1. **Introduction**

Evaluation of new graduate programs will emphasize the anticipated quality of the new program (as defined by faculty credentials, the content of the course of study, library and research resources, etc.), as well as the potential for the development of a high-quality program. Other aspects of the review will focus on the relationship of the proposed program to the overall mission of the campus, the resources that will be necessary to develop a program of high quality and the need for the program, both with respect to opportunities for future employment and with respect to the impact of the proposed program on existing campus or University-wide

academic programs.

All new academic programs must be approved by the Board of Regents and the Nebraska Coordinating Commission for Postsecondary Education prior to their being established or offered. Requests for new graduate programs are initiated at the departmental, unit or program level. Each request is reviewed at several levels prior to submission to the Board of Regents for approval. For the purposes of this policy, the term "academic program" shall mean a degree, major, certificate, diploma or equivalent curriculum. Programs proposing new "Certificates in Course" should be handled in the same way as proposed new programs.

## **2. Modification of Existing Programs**

Programs undergoing significant modifications, which do not involve the establishment of a new degree, will be submitted to the appropriate campus Graduate Council, which, in consultation with the Dean for Graduate studies, will decide whether the changes are major or minor. Minor changes (i.e., items that do not have to go to the Board of Regents) will be reviewed only by the campus Graduate Council. Major changes (i.e., items that must go to the Board of Regents) may need to be treated in a manner similar to that for new proposals and should be forwarded to the Dean of the Graduate College for consideration. The Dean will then determine which procedures are applicable to the particular proposal.

## **3. Review Process for New Programs**

The department or unit initiating a request for a new program should prepare a proposal providing the information outlined below, and any other material that might be of value in supporting the request, and should submit this information through appropriate campus channels to the campus Graduate Dean(s) for review by the campus graduate council.

It should be noted that proposals prepared according to these guidelines may be submitted to the Nebraska Coordinating Commission for Postsecondary Education in the same format, following approval by the Board of Regents. This will then avoid duplication of effort in preparing program submission materials that are duplicative, but with differing formats.

## **4. Program Proposal Format will follow the guidelines of the CCPE.**

<https://ccpe.nebraska.gov/legal-and-regulatory>

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

## **5. Additional Considerations for the Formulation of Cooperative and Joint Degree Programs**

- a. "**Cooperative programs**" shall refer to those academic program organizations whose primary home is a department or unit on one campus (UNL, UNO, UNMC, UNK), with formally affiliated graduate faculty from more than one campus. The formally affiliated graduate faculty may be from the same discipline department on another campus and provide one or more specialization options to the graduate program. Proposals for cooperative programs should be approved by the Graduate Council, campus Graduate

Dean, and campus channels on the campus of the primary home department before submission to the Dean of the Graduate College.

- b. **"Joint programs"** shall mean programs offered and administered jointly by more than one department or unit located on more than one campus. In terms of the governance of the graduate program, the units participate equally in a single graduate committee. For a joint program, students may apply to any campus offering the program and be awarded the diploma at the commencement at the campus of his or her choice.

Proposals for joint programs should be approved by the respective Graduate Councils, Graduate [Studies](#) Deans, and campus channels on all campuses which are to be offering the program before submission to the Dean of the Graduate College.

- c. A proposal for either a Cooperative or a Joint program should describe the rationale for the establishment of the program. Particular attention should be paid to the governance of the proposed program, including the composition of the Graduate Committee, the selection process for committee members and the overall coordination of the program. The proposal should also describe how faculty affiliated with the program will be identified and approved for participation in the program.
- d. Mechanisms should be described that facilitate the registration of students and the cross-campus development of curricula as the program is developed. The proposal should describe how students are provided with ready access to the core curriculum. The program description should also make clear the extent to which faculty or students will be required to travel between campuses to provide access to courses essential to the degree program.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

## B. EGC Review Cycle for Proposed New Graduate Programs

The Executive Graduate Council review of a proposed new program begins upon receipt of a proposal by the Office of the [Executive Vice President and](#) Provost, together with a list of nominees for external evaluation of the program after the campus Graduate ~~College~~[Council](#) has approved the proposal.

The outside review team is selected by the ~~Executive Vice President/Provost~~[Dean](#) or a designee, using the list of possible external reviewers. The ~~Provost~~[Dean](#), or designee, is free to seek additional names from other sources, such as officers of professional societies in the discipline or distinguished faculty or administrators at other institutions.

~~Arrangements~~[The schedule](#) for the ~~visit of the consulting~~[outside review](#) team ~~are~~[is](#) coordinated through the Office of the Executive Vice President/~~and~~ Provost. A package of materials, including the program proposal and any supplementary materials requested by the review sub-committee, and any materials describing the University (role and mission statements, catalogs, etc.) ~~are~~[is](#) assembled ~~in~~[by](#) the ~~Provost's~~ Office [of the Executive Vice President](#) and ~~sent~~[Provost and disseminated](#) to the review team, along with a charge ~~to the consultants~~.

~~The details of the visit itself (hotel accommodations, scheduling of interviews, etc.) are also handled by the Provost's Office. The costs of the visit, including an honorarium and travel expenses, are borne by the Office of the Executive Vice President/Provost.~~

~~During a consulting visit, the~~[Review](#) team members have an entry meeting with ~~representatives from the~~[the Graduate College Dean, and subsequently meet with relevant](#) campus ~~graduate council~~. ~~At the conclusion of the visit, separate~~[Graduate Studies Dean\(s\), academic Dean\(s\), Vice Chancellors, program coordinators/directors, proposed program faculty, current and/or potential students, and community stakeholders.](#) [Review team](#) exit interviews are held ~~by the Executive Vice~~

~~President/Provost, representatives of the campus graduate council and~~with the Executive Graduate Council and the Graduate College Dean.

The written consultant report is sent to the ~~Provost~~Dean, who then sends copies to the campus Dean(s) for Graduate Studies, academic Dean(s), academic Vice Chancellor(s), and Department Chairperson(s) or Program Director(s). ~~If~~The Graduate Studies Dean(s) shall prepare a response, and if substantial changes are suggested by the review team, the department-~~or~~ unit, or program should prepare an amended proposal and resubmit this to the campus graduate dean for eventual transmission to the Dean of the Graduate College and Executive Graduate Council.



The proposal shall be considered for the consent of the [Council of](#) Chief Academic Officers, and forwarded to the Executive Graduate Council. Assuming approval at each of these levels, the Executive Vice President ~~and~~ [and](#) Provost will then forward the proposal to the Board of Regents requesting their approval. Finally, the program will be sent to the Nebraska Coordinating Commission for Postsecondary Education for its consideration. The program cannot be initiated until the ~~Commission=s~~ [Commission's](#) approval is obtained.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

## C. Addendum – Details of Program Proposal Format

### 1. Descriptive Information

The proposal should provide the name of the institution proposing the program, the name of the program (major), the degrees/credentials to be offered in the program (MA, MS, Ph.D. etc.), the administrative units for the program (college, division, department, etc.), the date approved by the governing board, the proposed date the program will be initiated, and a concise description of the proposed program.

### 2. Abstracts of Proposal

The abstract should be a 1 to 2 page summary of proposed degree program. The abstract should stand alone without further reference to the body of the proposal. Abstracts are distributed to members of the Executive Graduate Council for informational use.

### 3. Formulation of a Program and Preparation of a Self-Study Report

- a. **Centrality to Role and Mission.** In this section, refer to the institutional role and mission as defined in the Nebraska statutes and in the CCPE Comprehensive Statewide Plan for Higher Education. The language in the role and mission statements that refers to the types of instructional programs, degree levels, and subject areas is most relevant to program review. The report may also include references to more detailed role and mission statements adopted by the governing board, institution or administrative unit.
- b. **Consistency with the Comprehensive Statewide Plan.** In this section, refer to the relationship of the proposed program to priorities in the Comprehensive Statewide Plan not covered under other criteria (e.g., role and mission and need and demand).
  - (1). **Program of Study.** Describe the proposed program of study and explain its structure, coherence, its objectives, and the plans to regularly review and revise the program to reflect new developments in the discipline. Identify any new courses that will be needed to implement the program and indicate the number of credit hours that will be required to complete it. Provide complete, detailed syllabi of all courses which will be included in the proposed program.
  - (2). **Learning.** Describe the assessment of student learning plan for the proposed program, including the plans for using the data to improve the quality of the program. Examples of data that could be collected are retention and graduation rates, placement rates, employer surveys, graduate satisfaction surveys, results of

licensing or certification exams, and other measures of student achievement.

- (3). **Accreditation.** Describe plans, if any, to seek specialized accreditation of the program. Regional accreditation status of the institution is usually not relevant to the quality or effectiveness of specific degree programs.
- (4). **Needs of Diverse Student Groups.** Include descriptions of any specific program-level or department-level initiatives or strategies, currently in place or planned, that are designed to enhance the recruitment, retention, and success of students from diverse backgrounds, including those from under-represented populations.
- (5). **Collaboration with Other Postsecondary Institutions.** Identify any collaborative agreements with other postsecondary institutions to expand the curriculum, to extend access to the program, or to insure that courses will be transferable. Describe the interactions that will take place with cognizant departments, units, and programs on all campuses. What participation will be required in terms of faculty in other programs? (Provide letters documenting willingness to participate and the type of interaction that will take place.)
- (6). **Off-campus Delivery Sites and Distance Learning.** Identify any plans to deliver the program to other sites using telecommunications or other means. Also identify any plans to use courses or materials produced by other institutions and provided by telecommunications technologies.
- (7). **Partnerships with Businesses, Organizations, and Public Agencies.** Identify any partnership agreements that will enhance the quality of the program or provide educational and practical experiences for the students. Are practica and internships readily available, for example? How will the quality of these practica and internships be evaluated and maintained?

#### 4. Evidence of Need

- a. **Constituency and Community Resources.** In this section include information about the need for this program in the community, the region, the state, or the nation. Include data, reports, or studies about the workforce needs of business, industry, and other employers in Nebraska and about the job opportunities for graduates. Explain any potential for the program to contribute to economic development in the service area or in the state. Describe the effect that the program will have on the department initiating it. If the program involves community participation (field experience, externships, preceptorships, visiting consultants), is there reason to expect support for the program and from what segments of the community will support come?
- b. **Impact on Existing Academic Community.** This section should thoroughly address the issue of unnecessary duplication. It should identify other similar programs offered in the state by public or private institutions, explain any differences among the programs, and explain why an additional program is needed at this time. Similar programs offered within the states that are members of the Midwestern Higher Education Compact and programs that are offered in contiguous states that are reasonably accessible to residents of Nebraska should also be identified. If similar programs exist, explain why those programs cannot meet the need for which the proposed program is designed. Documentation must be furnished that relevant departments or areas on all campuses have been given copies of the proposal and have been invited to prepare a written

response to it.

## 5. Evidence of Demand

This section should include information about the extent of student interest in the proposed program. Include studies, surveys, or other evidence about student demand. Are there adequately prepared students available for the program? What is the academic background of potential students? How many students are expected to enroll in the program in each of the first five years of operation? What is the minimum number of students required to make the program viable? What is the maximum number of students that could be accommodated with the resources committed to the program? Will the program be available to students from other states through the Midwestern Higher Education Compact?

## 6. Adequacy of Resources

- a. **Faculty/Staff.** Identify the number of faculty and staff required to implement the proposed program. Distinguish between full-time faculty in the major, the number of regular faculty from other majors who will teach courses in the proposed program, and the number of temporary, part-time faculty (adjuncts) who will teach courses. How many of the required faculty are currently employed by the institution? What are the credentials of the faculty (graduate faculty status, research productivity, experience in teaching or professional practice in the field)? Identify any additional administrative and support staff required, including graduate assistants, and identify the capacity in which they will serve.
  - (1). **Résumés.** Provide current curriculum vitae for every faculty member participating in the program.
  - (2). **Projected Incremental Expenses.** Complete the staffing section of Table 1: Projected Incremental Expenses.
  - (3). **Summary of the Current Research Programs Available for Graduate Student Involvement.**
- b. **Library/Information Resources.** This section should include information about the relevant library holdings and electronic information resources that are currently available. Will additional learning resources be needed? (Information about the rating of the library as a whole is useful, but is not a sufficient response. This section may also include information about interlibrary load agreements with institutions that have similar programs.) Describe the resources that will be available to students and faculty through electronic technology and discuss the services provided to assure that students and faculty can access and use the information available through those resources. Complete the Library resources section of Table 1: Projected Incremental Expenses.
- c. **Physical Facilities.** Describe the physical facilities, such as classrooms, laboratories and, offices that will be required for the program and describe how those resources will be provided. Identify any plans for renovating existing facilities, constructing new facilities, or leasing additional facilities for the proposed program within the next ten years. List other special consideration or facilities which are essential and available to the program. Complete the facilities section of Table 1: Projected Incremental Expenses.
- d. **Instructional Equipment.** Describe any specialized equipment that will be needed for use in instruction and explain how the equipment will be provided. Special emphasis should be given to the availability of computers and other information technologies. If

new equipment will be required, identify the source of funds for this equipment. Complete the equipment section of Table 1: Projected Incremental Expenses.

- e. **Budget Projections.** What will it cost to initiate the program and maintain it? Are any planned expansions built into the overall format for starting the program? Where will the money come from for activating and maintaining the program? What will these increases cost? If federal or state funding is involved, what conditions or requirements are set for these funds? What is the length of the granting period? Complete Tables 1 and 2 showing the projected incremental expenses and the revenue sources for those expenses for the first five years of the program.
- (1). **Faculty.** If additional faculty will be required, specify why. Have those faculty lines been approved? What is the source of funds for these lines?
  - (2). **Student Support.** What is the source of funding for the research programs? What is the source of support for graduate student stipends? What is the level and source of external funding of the faculty? Will these funds contribute to the graduate program? What support will be given to students and to educational requirements associated with student training (cost of visiting speakers, consultants, etc.)?
  - (3). **Non-faculty Staff.** If the program requires additional non-faculty staff, describe the source of funds for these additional staff?
  - (4). **Operating Funds.** Will additional operating funds be necessary? Source of these funds?

## 7. Summary of Responses to the Major Criteria

In this final section briefly summarize the proposal. The summary should recap the institution's responses to each of the major criteria such as consistency with role and mission, need and demand, and adequacy of resources. Include a time table for approval and introduction of courses and initiation of program and estimates of the anticipated admission, matriculation, and total enrollment during the initial five year period.

## 8. Letter of Support From Administrators and Stakeholders

Supporting letters from administrators at the Departmental, College, and Campus levels should be included in the information transmitted to the Executive Graduate Council; letters from external stakeholders (potential employees and/or communities to be served) are also encouraged.

SOURCE: Approved by the Executive Graduate Council at their meeting on ~~May 1, 05-01-~~1997.

Edits approved by the Executive Graduate Council on 04-25-2018

## D. Process for Monitoring Graduate Program Reviews

Each graduate program must be periodically reviewed by the campus from which the program originates. Normally, the campus review of a graduate program occurs at the time of the review of the department which offers it. In cases of a program offered jointly, the process of periodic review (normally, every five-~~seven~~ years) must be determined ~~in a Memorandum of Understanding~~ when the program is created. The Coordinating Commission also requires periodic review with specific data requirements of credit hours and number of degrees awarded.

The use of a standardized form for presentation of the program review summaries will facilitate the

review of the programs and minimize the need for requesting additional information from departments for the Graduate Dean or the Coordinating Commission.

<https://ccpe.nebraska.gov/legal-and-regulatory>

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, [04-25-2018](#)

## **E. Procedures for the Deletion or Consolidation of Graduate Programs**

### **1. Principles**

The following principles should be considered in the deletion, consolidation, or contraction of graduate programs:

- a. The pursuit of graduate degrees is based fundamentally on the search for new knowledge.
- b. Graduate education provides basic principles which students may apply to unforeseeable challenges.
- c. Teachers of graduate students should engage actively in research and in the dissemination of the results of their research.
- d. In general, graduate programs cannot be considered independently. Many of the programs considered for deletion or consolidation are undergraduate or professional programs with a closely associated graduate program. A complex interrelationship frequently exists among the programs.
- e. Reasons for deletion or consolidation may include lack of need or demand for graduates (local, state or national); substandard quality; lack of adequate faculty or decline in quality of faculty; lack of adequate library holdings, laboratories or physical facilities; unnecessary duplication; transfer of a department or unit between colleges; lack of adequate financial support or a financial exigency; substantial increase in cost to continue program; or substantial savings affected by consolidation.
- f. The overall importance of each program must be considered within the context of the role and mission of each campus as promulgated by the Board of Regents.

### **2. Procedures**

#### **a. Initiation of Deletion or Consolidation Proceedings**

Proceedings may be initiated by a graduate program committee; a departmental Chairperson; an academic Dean; a campus Graduate [Studies](#) Dean; a campus Graduate Council; the Executive Graduate Council; an academic Vice Chancellor; a Chancellor; the ~~Executive Vice President and Provost and~~ Dean of the Graduate College (~~EVPPD~~);<sup>2</sup> or the



President.

**b. Notification of the Initiation of Deletion or Consolidation Proceedings**

Any recommendation for deletion or consolidation shall be forwarded by the initiating party to graduate committee chairpersons of all affected graduate programs and the campus Graduate Council for consideration, review, and recommendation. The departmental Chairperson of the effected program; the academic Dean; the campus Graduate Dean; the Academic Planning Committee or its equivalent; the Executive Graduate Council; the academic Vice Chancellor; the Chancellor; and the ~~EVPPD~~[Dean of the Graduate College](#) shall also be notified of this action.

**c. Campus Review by Standing or Ad Hoc Groups**

Any review concerning deletion or consolidation of graduate programs is most appropriately conducted at the campus level. These Procedures insure adequate representation by the campus Graduate Council, and appropriate consideration of the graduate component in any such review process, in accord with established campus procedures. If a standing committee is empowered by campus Bylaws or legal contract to conduct a review of all programs to be considered for such deletion or consolidation, then that committee should consider the full merits of the case made for deletion or consolidation of the identified graduate programs. If such a standing committee does not exist, any ad hoc review committee established by the Chancellor should include at least one representative of the campus Graduate Council and the campus Graduate [Studies](#) Dean. Either the standing or ad hoc review committee shall assure appropriate input from the campus Graduate [Studies](#) Dean, the campus Graduate Council, and the affected graduate programs on the status and quality of graduate programs it is reviewing.

**d. Review by the Campus Graduate Council**

The appropriate campus Graduate Council shall make a recommendation to the Executive Graduate Council with regard to the proposed deletion or consolidation. In order to do that, the campus Graduate Council must perform a review of the program if it considers other reviews and data to be inadequate. An outside team of visiting scholars may be requested to review a program that is proposed for deletion or consolidation. The team will be appointed by the campus Graduate [Studies](#) Dean in consultation with the academic Dean and Chairperson of the affected graduate program. The campus Graduate Council representative on any review committee shall report the results of deliberations on deletion or consolidation of graduate programs to the campus Graduate Council. After appropriate review, the campus Graduate Council shall submit its recommendation to the campus Graduate [Studies](#) Dean. The recommendation shall be forwarded to the Chancellor and ~~EVPPD~~[the Graduate College Dean](#) for transmission to the Executive Graduate Council; copies of the recommendation shall be forwarded to the Academic Planning Committee or its equivalent; the academic Dean; and the Academic Vice Chancellors.

**e. Review by the Executive Graduate Council**

The Executive Graduate Council shall receive the recommendation from the ~~EVPPD~~[Dean of the Graduate College](#) for review. The recommendation of the Executive Graduate Council will be forwarded to the ~~EVPPD~~[Dean of the Graduate College](#) for transmission to the President and the Board of Regents.

FURTHER INFORMATION: Consult next section for Guidelines.

SOURCE: Approved by the Executive Graduate Council 02-19-87 ~~and~~, 2-19-97 [and 04-25-2018](#)

#### **F. Guidelines for the Deletion or Consolidation of Graduate Programs**

The Executive Graduate Council approved at its February 19, 1987, meeting the Procedures for the Deletion/Consolidation of Graduate Programs. The Executive Graduate Council adopted the following guidelines for the deletion/consolidation of graduate programs at its meeting on January 22, 1987. The Executive Graduate Council will utilize these guidelines in its evaluation of proposed deletion/consolidation of graduate programs, and urges that these guidelines be followed at the campus level. The reports of programs being reviewed should include the following information:

**1. Brief Description of the Program**

**2. Statement of Need**

- a. Student demand.
- b. External demand.
- c. Number of graduate/year for last 5 years.
- d. Current employment of graduates for last 5 years and other indicators of program quality.
- e. Institutional need and impact on other graduate and undergraduate programs, departments or campuses.

**3. Curriculum**

- a. Description of curriculum.
- b. Special requirements.
- c. Scheduling of courses for the last 5 years.
- d. Current course syllabi.
- e. Availability/quality of practica, internships, etc.
- f. Duplicate or closely related course offerings at the department, campus, University-wide levels.
- g. Dual-listed courses (graduate and upper-division undergraduate).

**4. Faculty**

- a. Narrative description summarizing expertise of the faculty.
- b. Résumés including publications, current research activities and outside funding (grants, contracts, etc.), conferences attended and papers presented, other scholarly activity.
- c. Possible reassignment, retraining or retirement of faculty and staff.

**5. Students**

- a. Number of students influenced by deletion/consolidation.
- b. Level of progress of affected students.
- c. Potential for transfer to other programs/departments.
- d. Relative cost to students.

**6. Facilities**

- a. Laboratories/faculty offices.
- b. Library holdings.
- c. Other.

**7. Budget**

- a. Present cost of the program (budget).
- b. Income of the program (grants, contracts, student tuition, fees, etc.)
- c. Funds saved if the program is eliminated/consolidated.
- d. Phase-out costs and time-line.

SOURCE: Approved January 22, 1987  
DATE OF LAST REVISION: January 1988

**VII. General Appeal Procedures for Academic Matters Concerning Graduate Students**

**A. Appeal of General Academic Matters Related to Student Programs**

- 1. Graduate students holding admission with unclassified status in the Graduate College, admission with a master's objective, or admission with a doctoral objective (but prior to the appointment of a doctoral supervisory committee) should appeal as follows:
  - a. Initially, the appeal should be submitted to the student's adviser.
  - b. If denied, the appeal may be submitted to the Departmental or Interdepartmental Area Graduate Committee administratively responsible for the student's graduate program.
  - c. If denied, an appeal may be made to the Graduate Council for the campus administratively responsible for the student's graduate program. Normally, this will be the final appeals body (for exceptions, see Sections 5-7).
- 2. Graduate students holding admission with a doctoral objective in the Graduate College and for whom a doctoral supervisory committee has been appointed should appeal as follows:
  - a. Initially, the appeal should be submitted to the student's adviser.
  - b. If denied, the appeal may be submitted to the student's supervisory committee.
  - c. If denied, the appeal may be submitted to the Departmental or Interdepartmental Area

Graduate Committee administratively responsible for the student's graduate program.

- d. If denied, an appeal may be made to the Graduate Council for the campus administratively responsible for the student's graduate program. Normally, this will be the final appeals body (for exceptions, see Sections 5-7).
3. When a student's graduate program consists of registrations essentially or entirely on one campus, the Graduate Council of the campus administratively responsible for the program will constitute the appeal board. When a student's graduate program includes substantial registrations on a campus other than the one administratively responsible for the program, three members of the Graduate Council for the other campus will be designated by the Dean for Graduate Studies on that campus to augment the Graduate Council on the campus administratively responsible for the program. In this case, the augmented Council will constitute the appeal board. The decision concerning augmentation of a campus Graduate Council for a specific appeal involving registrations on a campus other than the one administratively responsible for the student's program will be made by the Deans for Graduate Studies on the campuses involved.
  4. In all cases, appeals should be made in writing to the appropriate adviser, Committee, or Council.
    - a. In those cases where the appeal concerns graduate-level qualifying exams, comprehensive exams, or final oral exams, the following deadlines must be observed. It is the responsibility of the student to make reasonable efforts to ascertain the results of the examination within thirty days after its completion.
    - b. The initiation of the appeal, in writing, by the student must be filed within thirty days following the student's receipt of notification of the evaluation.
    - c. In those cases involving an appeal of termination of program, initiation of the appeal, in writing, by the student must be filed within thirty days following the student's receipt of the official written notification by the campus Office for Graduate Studies.
  5. There is no absolute right of appeal to the Executive Graduate Council. The Executive Graduate Council will accept appeals only in those cases where in the exercise of its sole discretion it shall first find that one or more of the following grounds for accepting the appeal exist:
    - a. That the campus Graduate Council has violated some element of fair procedure (example: has failed to allow the parties concerned to present their cases fully to their campus Graduate Council);
    - b. That the campus Graduate Council has failed to examine or give adequate weight to important evidence relevant to one party's position;
    - c. That the campus Graduate Council has given undue weight to evidence not pertinent to the case; or
    - d. That some gross miscarriage of justice would be perpetrated if the decision of the campus

Graduate Council is allowed to stand.

A decision by the Executive Graduate Council not to accept jurisdiction of an appeal shall be final and is not subject to further appeal.

6. Appeals to the Executive Graduate Council must be made in writing and must specifically outline the grounds for the appeal. Such appeal must be made within 20 working days of the day the decision of the campus Graduate Council is received (working days shall not include those days the University is not in session).
  - a. The Executive Graduate Council must make a decision to hear the appeal or not to hear the appeal within 30 working days after receipt of the appeal. Acceptance or denial of jurisdiction over the appeal will be made in writing.
  - b. The decision of the Executive Graduate Council on the merits of the case will be made and transmitted to the concerned parties within 40 working days after the decision to hear the appeal.
7. No person who was a member of the department or campus Graduate Council involved in the case will be eligible to participate in the decisions of the Executive Graduate Council either to decide whether the case should be heard or to decide the merits of the case. However, the Dean for Graduate Studies may replace members of the Executive Graduate Council not eligible for participation in the decision to hear the appeal or in the appeal itself.

#### **B. Appeal of Grades in Graduate-Level Courses**

Appeal of grades in graduate-level courses shall be made through the graduate student grade appeal procedures for the campus through which the grade was awarded. Students who believe their evaluation in a course has been prejudiced or capricious must first attempt to resolve the matter with the course instructor and then the department through which the course was offered. If the matter is not resolved, the student may file an appeal in writing to the campus Dean for Graduate Studies who shall inform the student of the grade appeal procedures approved by the Graduate Faculty or by their duly elected representative Graduate Council for that campus, and shall forward the appeal to the student-faculty committee or council which is designated to hear graduate-level course grade appeals on that campus. Since awarding grades in courses occurs at the individual campus level, the decision of the campus committee or council designated to hear the case on behalf of the campus Graduate Faculty shall be final and is not subject to further appeal.

SOURCE: Approved by the Executive Graduate Council 12-11-80

Amended by the Executive Graduate Council 03-18-82

**Denial of Admission.** There is no right to due process hearing with respect to denial of admission of a graduate student. Therefore, there is no need for an appeal procedure for applicants for graduate programs.



# GRADUATE COLLEGE

## Policy Handbook

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Approved by the University of Nebraska Graduate Faculty  
and presented to the Board of Regents, June 2018



# Table of Contents

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## University of Nebraska Graduate College Governance Documents

---

<b>I. GENERAL ORGANIZATION OF THE GRADUATE COLLEGE</b> .....	6
<b>II. THE GRADUATE FACULTY</b> .....	7
A. Authority and Responsibilities.....	7
B. Membership.....	7
C. Criteria for Membership .....	7
D. Procedures for Appointment.....	8
E. Procedure of Appeal .....	10
F. Graduate Supervisory Committees .....	11
G. Meetings .....	11
<b>III. THE EXECUTIVE GRADUATE COUNCIL</b> .....	12
A. Authority and Responsibilities.....	12
B. Membership.....	13
C. Terms .....	13
D. Meetings .....	14
<b>IV. AMENDMENTS AND CONFLICTS</b> .....	14
<b>V. DEAN OF THE GRADUATE COLLEGE</b> .....	16
<b>VI. ADMINISTRATION OF THE GRADUATE COLLEGE</b> .....	16
A. Office of the Executive Vice President/Provost .....	16
B. Responsibilities of the Executive Graduate Council .....	17
C. Procedures for Meeting of the Faculty of the Graduate College.....	18
D. Procedures for Bringing Forward Motions on the Floor of the Executive Graduate Council Without Prior Review .....	19
E. Procedures for Voting .....	20
F. Graduate Application Fee .....	21
G. University of Nebraska Organizational Chart of the Graduate College .....	22
<b>VII. CAMPUS GRADUATE COLLEGE GOVERNANCE DOCUMENTS</b> .....	23
University of Nebraska at Kearney.....	23
University of Nebraska–Lincoln .....	28
University of Nebraska Medical Center .....	33
University of Nebraska at Omaha.....	36

## Related Policy Documents

---

<b>I. GRADUATE DEGREES/CERTIFICATES</b> .....	42
A. Recommendation on the Requirements for Degrees.....	42
B. Expedited Review of Proposed New Graduate Certificate Programs.....	43

<b>II. POLICY ON THE PURSUIT OF GRADUATE DEGREES AT THE UNIVERSITY OF NEBRASKA BY FACULTY HOLDING THE RANK OF ASSISTANT PROFESSOR OR ABOVE (OR EQUIVALENT)</b> .....	44
<b>III. GRADUATE STUDENTS</b> .....	45
A. Veterans Administration—Certification of Graduate Students .....	45
B. Seniors Approval for Graduate Courses .....	46
C. Simultaneous Matriculation .....	46
D. Students Admitted to Professional Colleges.....	46
E. Supervisory Committee.....	46
F. Procedure for a Graduate Student to Receive a Degree from a Campus Other than that where the Degree is Based.....	47
G. Policy on Summer Tuition Remission for Graduate Assistants .....	48
H. Retention of Materials used in the Academic Evaluation of Students .....	49
<b>IV. RULES FOR NON-TRADITIONAL WORKSHOPS, SHORT-TERM COURSES AND SPECIAL SEMINARS OFFERING GRADUATE CREDIT</b> .....	50
A. Background.....	50
B. Policy Statement.....	51
C. Rules for all Non-Traditional Courses Offered for Graduate Credit by an Unit of the University of Nebraska .....	51
D. Off-Campus Graduate Course Offerings.....	52
<b>V. NON-GRADUATE FACULTY RULES FOR TEACHING GRADUATE COURSES</b> .....	52
A. Requirements of Non-Graduate Faculty to Teach Graduate Courses .....	52
B. Staff Member Graduate Credit.....	52
<b>VI. GUIDELINES FOR GRADUATE PROGRAMS</b> .....	53
A. Guidelines for Submission and Process of Evaluation of New or Modified Graduate Programs.....	53
B. EGC Review Cycle for Proposed New Graduate Programs.....	55
C. Addendum—Details of Program Proposal Format .....	56
D. Process for Monitoring Graduate Program Reviews .....	61
E. Procedure for the Deletion or Consolidation of Graduate Programs.....	61
F. Guidelines for the Deletion or Consolidation of Graduate Programs .....	64
<b>VII. GENERAL APPEAL PROCEDURES FOR ACADEMIC MATTERS CONCERNING GRADUATE STUDENTS</b> .....	66
A. Appeal of General Academic Matters Related to Student Programs.....	66
B. Appeal of Grades in Graduate-Level Courses.....	68

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*Appendices*

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Appendix 1: Graduate Faculty Application.....	69
Appendix 2: Legal Opinion, Richard Wood.....	73
Appendix 3: Sample Degree.....	74
Appendix 4: Expedited Review Form .....	75

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## **I. GENERAL ORGANIZATION OF THE GRADUATE COLLEGE**

- A. There shall be a single University-wide Graduate College with a single University-wide graduate faculty, having the authority and responsibilities designated in Section II, THE GRADUATE FACULTY.
- B. Unless superseded by direct action of the Graduate Faculty acting as a whole, the legislative and academic authority of the Graduate Faculty shall be vested in an Executive Graduate Council. The authority and responsibilities of the Council are designated in Section III, THE EXECUTIVE GRADUATE COUNCIL.
- C. The Dean of the Graduate College shall be the University-wide executive officer for graduate studies and research. The Dean shall coordinate graduate programs among the respective campus units. The Dean, or the Dean's designee, shall serve as the presiding officer of the University-wide Graduate Faculty and Councils thereof. The Dean shall recommend appointment to or removal from the Graduate Faculty and shall be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies and research. The Office of the Executive Vice President/Provost shall be the clerical center and clearing house for all official communications between the Executive Graduate Council, and the faculty, administrators, and external agencies.
- D. Campus Deans for Graduate Studies shall be administratively responsible to their respective Chancellors, and to the Dean of the Graduate College in their capacities as officers of the College. Campus Deans shall act as liaison officers between the Chancellors and the Dean of the Graduate College, preside over the meetings of their campus Graduate Councils and campus Graduate Faculties, and administer their respective campus graduate programs.
- E. Under authority delegated to them by the Executive Graduate Council, the Graduate Faculty of each campus shall conduct the affairs of the Graduate College which are specific to their campus, including the election of a campus Graduate Council to act on behalf of the campus Graduate Faculty. Actions of a campus Graduate Faculty or a campus Graduate Council shall not supersede the authority of the University-wide Graduate Faculty or of the Executive Graduate Council.
- F. Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and presented to the Board of Regents on June 28, 2018.

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## II. THE GRADUATE FACULTY

### A. Authority and Responsibilities

1. The authority and responsibilities of the Graduate Faculty shall include adoption of attendance rules, determination of requirements for graduation in all Graduate College programs, recommendations of candidates therefore, developing research and extension programs, discipline of students for conduct solely affecting the College, and providing to the Board of Regents recommended admission requirements, courses of study and other relevant material for meeting statutory requirements.

### B. Membership

1. Graduate Faculty. The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees, and serve on supervisory committees. Graduate Programs may have additional written criteria, approved by the campus Dean for Graduate Studies, for participation on doctoral (Ph.D., Ed.D., etc.) supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental area program.
2. Emeriti Status. Upon the recommendation of the departmental/school or interdepartmental Graduate Committee retired Graduate Faculty who have been appointed to emeritus status may retain the rights and privileges associated with their status as Graduate Faculty. These rights and privileges include permission to teach graduate courses, to serve as members of graduate programs, or to co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Emeriti faculty can be reappointed annually by the departmental/school Graduate Committee, and approved by the departmental/school Chair or Head and by the respective campus Dean for Graduate Studies, University of Nebraska. Any compensation decision continues to reside with the department/school.

### C. Criteria for Membership

1. Graduate Faculty. A faculty member nominated for appointment as Graduate Faculty member must meet the following minimum requirements:
  - a. Hold the rank of Senior Lecturer, Assistant Professor or above;<sup>2</sup>

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<sup>2</sup> Senior lecturers and those with Faculty Practice or Faculty Research appointments must apply for Graduate Faculty designation.

- 
- b. Hold the terminal degree normally accepted for academic employment in the discipline or its clear equivalent as determined by the Graduate Committee of the nominee's department/school or interdepartmental area;
  - c. Be actively involved in scholarly activity and/or graduate teaching as part of his or her regular duties; and
  - d. Have demonstrated clear evidence of continuing scholarly activity at the national level and potential in the discipline, beyond teaching.

#### D. Procedures for Appointment

##### 1. Appointment as Graduate Faculty without Application

New faculty in departments/schools with graduate degrees. All new University of Nebraska faculty members who meet the required criteria and are to be appointed to specific term, health professions or continuous appointments in academic departments/schools that house a graduate degree granting program (masters, doctoral, or both) will automatically be appointed as Graduate Faculty. No application process will be required. All new faculty in this category will be appointed as Graduate Faculty in their letter of appointment at the time of hire, contingent upon the approval of the campus Dean for Graduate Studies.

##### 2. Faculty Who Must Apply to be Designated Graduate Faculty

Faculty in departments/schools not granting graduate degrees. With the exception of faculty appointed as Graduate Faculty without application under Section D1, all current University of Nebraska faculty members in academic departments/schools that currently do not house a graduate degree granting program (masters, doctoral, or both) must apply to be appointed as Graduate Faculty.

Individuals with Faculty Practice, Faculty Research, or Special Appointments (including senior lecturer and adjunct faculty). All University of Nebraska faculty members on Special Appointment, Faculty Practice Appointment, or Faculty Research Appointment in any academic department/school (whether it houses a graduate degree program or not) must apply to be appointed as Graduate Faculty.

##### 3. Process for Applying to Become Graduate Faculty

Eligible faculty members will utilize the following process to apply for status as Graduate Faculty (see Appendix 1):

- a. Submit an application form and vita to the chair of the graduate committee in the relevant department/school or interdepartmental program.

- 
- b. All Graduate Faculty in the relevant department/school will vote on the application. A two-thirds majority of these graduate faculty must support the nomination in order for it to be forwarded to the campus-level Dean for Graduate Studies. The chair of the graduate committee will write a letter interpreting the department/school vote (i.e., explaining the reasons for supporting the nomination), and then forward the file to the nominee's department chair for endorsement and certification to the campus Dean for Graduate Studies.
  - c. For faculty in departments/schools without graduate programs, or in departments/schools with graduate programs with fewer than six Graduate Faculty, or for interdepartmental and/or intercampus programs, a special ad-hoc six-person review committee of Graduate Faculty will be appointed by the campus Dean for Graduate Studies. The chair of the ad-hoc committee will write a letter to the campus graduate studies dean(s) explaining the reasons for supporting the nomination. A two-thirds or greater majority of the committee must support the nomination. In the case of interdepartmental and/or intercampus graduate programs, the director of the program will recommend members to the campus Dean(s) for Graduate Studies.
  - d. The campus Dean for Graduate Studies will then review the nomination, and either approve or defer it. If approved, the nomination is forwarded to the Dean of the Graduate College.
  - e. The Dean of the Graduate College will then review the nomination and either approve or defer the nomination. If approved, the Dean formally appoints the faculty member to Graduate Faculty status.

#### 4. Special Procedures

In those cases in which there is no graduate program in a particular discipline on a given campus, or in which the number of Graduate Faculty in a particular discipline is less than six, a person in that discipline on that campus may be nominated for Graduate Faculty by any Graduate Faculty member in that discipline or a related discipline on that campus or another campus. Such nominations must be recommended by either two-thirds vote of the Graduate Faculty of the corresponding department/school on another campus, or by two-thirds vote of a special ad hoc committee of six Graduate Faculty that shall:

- a. include all the Graduate Faculty in the nominee's department/school or interdepartmental area, with the remainder being Graduate Faculty from the same campus or similar departments/schools or interdepartmental areas from the same campus; and



- 
- b. be appointed by the campus Dean for Graduate Studies from names submitted by the nominator.
  - c. In all cases, nominations for Graduate Faculty shall be submitted from the groups indicated above to the campus Dean for Graduate Studies for approval. If the campus Dean approves a nomination, it shall be submitted to the Dean of the Graduate College for approval.

#### E. Procedure of Appeal

1. Any nominee, or nominator only with the written permission of the nominee, who believes that his or her nomination has not been properly acted upon by the departmental/school or interdepartmental and/or intercampus Graduate Committee, or the chairperson thereof, or departmental chairperson/school director, or college dean, may appeal to the campus Dean for Graduate Studies, who may wish to refer the appeal to the campus Graduate Council for advice. A nominee, or nominator only with the written permission of the nominee, who believes that his or her nomination has not been properly acted upon by a campus Dean for Graduate Studies may appeal to the Dean. The nominee, or nominator only with the written permission of the nominee, may at his or her discretion discuss the nomination under appeal with either the campus Dean for Graduate Studies or the Dean. In the event that such a meeting is scheduled, both the nominee and the nominator may attend.
2. The Executive Graduate Council shall serve an appellate function when a nominee, or nominator only with the written permission of the nominee, believes that his or her nomination has been improperly deferred by the Dean. If the Executive Graduate Council upholds the deferment, that decision shall be final. If the Executive Graduate Council recommends that the Dean's previous decision to defer be reversed, the nomination shall be returned to the Dean with a recommendation that it be approved. If the Dean does not approve it, the nomination and all accompanying documents shall be forwarded to the President for final disposition. Decisions on appeals forwarded by Council approval must be made within twenty (20) working days.
3. The nominee, or nominator only with the written permission of the nominee, must file any appeal of any deferral of his or her nomination within twenty (20) working days after notification of such deferral.
4. Only data which accompanied the original nomination may be considered at any level of an appeal.

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5. Even though a particular nomination is under appeal, a new nomination containing additional information may be submitted to the campus Dean at any time without prejudicing the appeal. The appeal will then be held in abeyance during the period that the new nomination is being considered by the campus Dean.

#### F. Graduate and Supervisory Committees

1. Graduate Committees. Each department/school or interdepartmental/intercampus area offering major work leading to the master or doctoral degree shall have a Graduate Committee consisting of not less than three Graduate Faculty, one of whom shall serve as chairperson of the Committee.

All Graduate Committees must have at least a two-thirds majority of Graduate Faculty on the Committee and its chairperson must be a member of the Graduate Faculty. For graduate programs involving only one department/school, membership on the Graduate Committee shall be recommended by the Graduate Faculty of the department/school through its departmental chairperson/school director, for approval and appointment by the campus Dean. For graduate programs involving more than one department/school and/or campus, membership on the Graduate Committee shall be recommended by the participating Graduate Faculty of the participating departments/schools through the chairperson of the interdepartmental/intercampus area committee, or, if no such committee exists, through the chairpersons of the participating departments/schools, for approval and appointment by the campus Dean(s). Graduate Committees are responsible for the general supervision of graduate work in their departments/schools, and/or interdepartmental/intercampus areas.

2. Supervisory Committees. For each student who has been accepted by a departmental/school or interdepartmental/intercampus area for doctoral studies there shall be a Supervisory Committee, of at least four members, all of whom shall be Graduate Faculty. Membership on Supervisory Committees shall be recommended by the departmental/school or interdepartmental/intercampus Graduate Committee for approval and appointment by the campus Dean(s). Graduate programs may have additional written criteria, approved by the campus Dean for Graduate Studies, for participation on doctoral supervisory committees. The minor, or related fields, if applicable, shall be represented on the Committee. The Committee shall approve the student's program of studies, monitor the student's academic progress, approve the dissertation subject, prepare, give, and evaluate the comprehensive and final examinations, and approve the dissertation.

#### G. Meetings

1. The Graduate Faculty as a whole shall be called into special session by a majority vote of the Executive Graduate Council, or by a petition signed by any 100 members of the Graduate Faculty. The quorum for meetings of the Graduate Faculty shall

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be ten percent of the voting membership of the Graduate Faculty. Provided a quorum is in attendance, all actions taken at such meetings under the category of new business, or agenda items supported by a majority, but less than a two-thirds majority of those present at such meetings, must be submitted to the Faculty of the Graduate College on a mail or electronic ballot. Any agenda item ratified by a two-thirds majority shall be policy and shall not be sent to the Graduate Faculty on a mail or electronic ballot, unless specifically requested by a majority of those present at the meeting.

2. Ten members of the Graduate Faculty may petition to place items on the agenda for meetings of the Faculty of the Graduate College, if such items are presented in writing to the Dean of the Graduate College at least three weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material. If substantial amendments to the written motions are made at the meeting, they shall be considered as new business and shall be submitted to the Faculty of the Graduate College on a mail or electronic ballot. In the absence of a quorum, the agenda items of the proposed meeting of the Graduate Faculty shall be referred to the Executive Graduate Council for consideration.
3. There shall be an alphabetical master list, by campus, of Graduate Faculty available at meetings of the Graduate Faculty for sign-in purposes. The Dean shall appoint a parliamentarian, and Robert's Rules of Order shall be the parliamentary authority for Graduate Faculty meetings. Actions taken by the Graduate Faculty as a whole, either at a duly called meeting of the Graduate Faculty or by a two-thirds majority of those voting by mail or electronic ballot, shall supersede any action taken by the Executive Graduate Council.

#### H. Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and presented to the Board of Regents on June 28, 2018.

### III. THE EXECUTIVE GRADUATE COUNCIL

#### A. Authority and Responsibilities

Unless superseded by direct action of the Graduate Faculty acting as a whole, the legislative and academic authority of the Graduate Faculty shall be vested in the Executive Graduate Council. Specific responsibilities of the Executive Graduate Council shall include:

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1. Exercising the general legislative and academic authority of the Graduate Faculty, and delegating appropriate portions thereof to the campus Graduate Faculties and campus Graduate Councils;
  2. Recommending approval or disapproval of all new proposed graduate programs or substantially modified graduate programs, as well as proposed deletions of graduate programs, and monitoring graduate course offerings;
  3. Coordinating graduate programs where such coordination seems in the best interests of the clientele being served, and of the University;
  4. Establishing broad policy concerning graduate education and research for the University of Nebraska;
  5. Assisting and promoting cooperation between campuses, between colleges, and between departments/schools where such cooperation seems promising;
  6. When called upon, conducting a continuing quality audit on all graduate programs, including graduate programs at the sub-doctoral level, with findings and recommendations made to the Dean of the Graduate College and the respective Chancellors; and
  7. Conducting a continuing review of the criteria for membership on the Graduate Faculty and the manner in which these criteria are applied in practice.

#### B. Membership

The Executive Graduate Council is a representative body, consisting of Graduate Faculty. The Council will consist of two faculty representatives from each campus and one faculty alternate from each campus.

The process for selecting representatives to the Executive Graduate Council shall be determined by the graduate faculty or graduate council, as appropriate, at the local campus level, provided that a model of faculty governance is maintained. This process can be modified at the local campus level. The selection process must ensure that Executive Graduate Council members also serve on their respective Campus graduate council in order to facilitate communication between the Council and campuses.

#### C. Terms

The term for faculty members of the Executive Graduate Council shall be three years with the composition changing at staggered intervals. A faculty member may serve no more than two terms consecutively. When a faculty member resigns from the Council

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before his or her term is completed, a successor shall be chosen by the campus to serve for the remainder of the vacated term. The Dean of the Graduate College may appoint temporary replacements to serve until the campus names a replacement.

#### D. Meetings

The Executive Graduate Council shall normally meet in regular session as a whole Council twice each year at such times and such places as shall be designated by the Executive Graduate Council. A quorum shall be considered to be half the voting membership of the Executive Graduate Council. Robert's Rules of Order shall be the parliamentary authority for conducting all meetings of the Executive Graduate Council. Special meetings of the Executive Graduate Council may be called by a petition signed by any three voting members presented to the Dean or by the Dean.

#### E. Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and presented to the Board of Regents on June 28, 2018.

### IV. AMENDMENTS AND CONFLICTS

All amendments to this Governance Document shall be proposed by the Executive Graduate Council and, once proposed shall be forwarded to the Graduate Faculty on mail or electronic ballots, which ballots must be returned to the Office of the Executive Vice President/Provost within fifteen (15) working days. Approval of all amendments must be by a two-thirds majority of those Graduate Faculty voting. All amendments that are approved by mail or electronic ballot shall be forwarded to the Board of Regents for final approval.

Nothing in this Graduate College Governance Document shall be construed to be in conflict with any Bylaws of the Board of Regents, or any applicable state or federal laws.

Document History "System-Wide Organization and Procedures for Administrative and Faculty Management of Graduate Studies and Research" approved by Voting Graduate Faculty in a mail ballot on April 7, 1973, subsequently modified by system Graduate Council on June 18, 1973, which included "Administrative Understandings Concerning..." the above document. Approved by the Board of Regents on July 14, 1973.

Approved "Executive Graduate Council as the representative of the Graduate Faculty" by the Executive Graduate Council on November 13, 1975, and by the Board of Regents on March 13, 1976.

Amendment (also to the Bylaws) to include "appeal procedure" approved by the Executive Graduate Council on September 1, 1977, and by the Board of Regents on November 11, 1977.

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Amendment to include “graduate student representatives on Council” approved by mail ballot of the entire Graduate Faculty on March 16, 1978, and by the Board of Regents on May 20, 1978.

Amendment to name “the Executive Committee as a permanent Standing Committee” approved by mail ballot of the entire Graduate Faculty on February 15, 1979, and by the Board of Regents on May 18, 1979.

Amendment to include “Committee III of the EGC shall serve as the nominating committee for the faculty members of the Executive Committee and shall determine a slate of nominees for presentation to the Executive Graduate Council at the September meeting,” also including “additional nominations shall be called for from the floor at the time of the election” approved by the Executive Graduate Council on December 5, 1985, and by the Board of Regents on December 14, 1985.

Amendment to “extend membership to Emeriti Graduate Faculty” approved by mail ballot of the entire Graduate Faculty on December 7, 1988, and by the Board of Regents on February 11, 1989.

Amendment to include “UNK representation of the EGC and the Executive Committee of the EGC” approved by mail ballot of the entire Graduate Faculty on November 9, 1990, and by the Board of Regents on January 12, 1991.

Amendment to “exclude faculty with emeriti or adjunct status from determining the number of member representatives on the Executive Graduate Council” approved by mail ballot of the entire Graduate Faculty on May 13, 1993, and by the Board of Regents on July 10, 1993.

Amendment to “reduce the size of the Executive Graduate Council and streamline its mode of operation” approved by mail ballot of the entire Graduate Faculty on February 1, 1996, and by the Board of Regents on February 24, 1996.

Amendment to “include the rank of Senior Lecturer in the Criteria for Membership to the University of Nebraska Graduate College” approved by mail ballot of the entire Graduate Faculty on March 24, 1999 and by the Board of Regents on May 1, 1999.

Amendment to “replace the current two-tier system of Graduate Faculty member and Graduate Faculty Fellow with a single tier in which all faculty would be designated as Graduate Faculty” approved by mail ballot of the entire Graduate Faculty on May 12, 2003 and by the Board of Regents on June 7, 2003.

Amendments approved by the Executive Graduate Council April 25, 2018

Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.

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## V. DEAN OF THE GRADUATE COLLEGE

The following is extracted from the Bylaws of the Board of Regents, Section 2.3:

The Executive Vice President and Provost. The Executive Vice President and Provost, shall be appointed by the President as provided in Sections 2.1 and 3.2 of these Bylaws. After the President, he or she shall be the University's ranking academic and administrative officer. The Executive Vice President and Provost shall perform such duties as may be required by the President and the Board and shall have the following specific responsibilities:

- A. Serve as Dean of the University-wide Graduate College and as the presiding officer of the graduate faculty and the Executive Graduate Council. In this capacity he or she shall:
  - 1. recommend appointment to or removal from the graduate faculty,
  - 2. be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board and the graduate faculty concerning graduate studies and research, and
  - 3. act as an advisor to the President, and as appropriate, the Chancellors in matters pertaining to planning, development, coordination, and administration of graduate studies and research on the several campuses of the University; and
- B. Serve as Acting President in the temporary absence of the President.
- C. Document History

Amendments approved by the Executive Graduate Council April 25, 2018 and approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018. Presented to the Board of Regents on June 28, 2018.

## VI. ADMINISTRATION OF THE GRADUATE COLLEGE

- A. Office of the Executive Vice President/Provost
  - 1. Administration. The Office of the Executive Vice President/Provost will be used as a clerical center and clearing house for all official communications between the Executive Graduate Council and its Committees, and the faculty, administration, and external agencies.

SOURCE: Executive Graduate Council Minutes 01-19-78

Edits approved by the Executive Graduate Council 04-25-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-18-18

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2. Presiding Officer. The Dean of the Graduate College is required to serve as the presiding officer of the University-wide Graduate Faculty and councils thereof, irrespective of whether those bodies are in open or closed session. The mere fact that an election is made to have an executive or closed session would not alter the mandate of the Bylaws of the Board of Regents that the officer (Dean) continue to serve as its presiding officer.

SOURCE: Legal Opinion-John Gourley 04-19-78

3. Dean's Absence. The Dean, if unable to attend meetings of the Executive Graduate Council, has the authority and responsibility to designate which officer of the University will preside at meetings of the Council in that absence. (Authority delegated in Section 2.3 (h) of the Bylaws of the Board of Regents. See also legal opinion at Appendix 2)

SOURCE: Legal Opinion-Richard Wood 01-18-79

#### B. Responsibilities of the Executive Graduate Council

1. Act as the University-wide body responsible for the welfare and continued development of graduate programs at the University of Nebraska.
2. Act as the constitutional revisions committee for all proposed revisions in the Governance Document.
3. Encourage development of innovative and high quality graduate programs and research.
4. Review and recommend policies relating to the welfare of graduate students.
5. Review and act upon university-wide recommendations concerning policy and planning from sources outside the Executive Graduate Council.
6. Encourage and propose the development of cooperative agreements with other universities or agencies for the improvement of graduate study and research.
7. Evaluate and make recommendations regarding all proposed new graduate programs or major revisions in existing graduate programs.
8. Recommend and monitor the application of criteria for appointment as Graduate Faculty of the Graduate College.
9. Hear appeals from faculty regarding deferral of their nominations as Graduate Faculty of the Graduate College and make appropriate recommendations.



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10. Hear appeals from students on decisions relating to their graduate program, excluding grade appeals, and make appropriate recommendations.

SOURCE: Approved by the Executive Graduate Council at their meeting on May 1, 1997

### C. Procedures for Meetings of the Faculty of the Graduate College

The Graduate Faculty as a whole shall be called into special session by a majority vote of the Executive Graduate Council, or by a petition signed by any 100 members of the Graduate Faculty.

The quorum for meetings of the Graduate Faculty shall be ten percent of the voting membership of the Graduate Faculty. Provided a quorum is in attendance, all actions taken at such meetings under the category of new business, or agenda items supported by a majority, but less than a two-thirds majority of those present at such meetings, must be submitted to the Faculty of the Graduate College on a mail ballot. Any agenda item ratified by a two-thirds majority shall be policy and shall not be sent to the Graduate Faculty on a mail ballot, unless specifically requested by a majority of those present at the meeting.

Ten members of the Graduate Faculty may petition to place items on the agenda for meetings of the Faculty of the Graduate College, if such items are presented in writing to the Dean of the Graduate College at least three weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material. If substantial amendments to the written motions are made at the meeting, they shall be considered as new business and shall be submitted to the Faculty of the Graduate College on a mail ballot. In the absence of a quorum, the agenda items of the proposed meeting of the Graduate Faculty shall be referred to the Executive Graduate Council for consideration.

There shall be an alphabetical master list, by campus, of Graduate Faculty available at meetings of the Graduate Faculty for sign-in purposes. The Dean shall appoint a parliamentarian, and Robert's Rules of Order shall be the parliamentary authority for Graduate Faculty meetings.

Actions taken by the Graduate Faculty as a whole, either at a duly called meeting of the Graduate Faculty or by a two-thirds majority of those voting by mail ballot, shall supersede any action taken by the representative Executive Graduate Council.

Parliamentary Procedures. Meetings of the Executive Graduate Council will follow Robert's Rules of Order.

SOURCE: Executive Graduate Council Minutes 02-17-77

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D. Procedures for Bringing Forward Motions on the Floor of the Executive Graduate Council Without Prior Review

1. The Executive Graduate Council will not act on any item of new business unless it has been previously noted.
  - a. Any item not listed as an item on the agenda of the Council as a whole as Old Business shall be considered New Business.
2. Previous notification of new business shall consist of:
  - a. presentation at a prior meeting, or
  - b. notification to each Executive Graduate Council member so that the member receives it at least five (5) working days prior to the Executive Graduate Council meeting.
3. New business brought forward on the floor may be referred by the Chair:
  - a. to an appropriate Committee for consideration at the next meeting, or
  - b. to the full Council for consideration at the next Executive Graduate Council meeting.

4. The above rules may be suspended by a two-thirds vote of those present.

SOURCE: Executive Graduate Council Minutes 12-10-81 and 02-17-83

5. Roll Call Vote. On the request of any member, a vote on any item of business of the Executive Graduate Council shall be by roll call vote.

SOURCE: Executive Graduate Council Minutes 02-17-77

6. EGC Summer Activities. Committees will continue to function, as needed, during summer months. Mail or electronic ballots will be used for items which require approval by the entire Executive Graduate Council.

SOURCE: Executive Graduate Council Minutes 04-25-74; Reaffirmed 09-18-80  
Edits approved by the Executive Graduate Council 04-28-18  
Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

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## E. Procedures for Voting

1. Ballots. Mail or electronic ballots may be used during the summer months on Executive Graduate Council business judged by the Executive Graduate Council to be suitable for mail or electronic ballots

SOURCE: Executive Graduate Council Minutes 11-16-78  
Edits approved by the Executive Graduate Council 11-30-11  
Edits approved by the Executive Graduate Council 04-28-18  
Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

2. Mail Ballots Name Tags. Mail Ballots to the Graduate Faculty must have the return address and name tag on a blank sheet so that the ballot may be returned without identification. Electronic ballots must insure the same degree of sender confidentiality.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11  
Edits approved by the Executive Graduate Council 04-28-18  
Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

3. Recording Votes. For mail ballots to the Executive Graduate Council, each member signs his marked ballot and returns it to the Office of the Executive Vice President/Provost. Each signature is verified, the vote recorded, and all signed ballots are retained. Thus, even after the votes have been recorded, it is possible to determine not only who voted on the issue, but also how each person voted. For electronic ballots to the Executive Graduate Council, each member returns their marked ballot to the Office of the Executive Vice President/Provost and/or a mechanism is used to verify who and how each Executive Graduate Council member voted.

SOURCE: Edits approved by the Executive Graduate Council 04-28-18  
Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

4. Proxy Voting Policy. The conditions under which proxy votes are allowed in Executive Graduate Council (EGC) matters are as follows:
  - a. Only EGC members may vote;
  - b. In absentia voting may take place only on items listed under Old Business in the EGC Agenda;
  - c. The vote must be in written or electronic form and transmitted to the Dean prior to the meeting; and
  - d. If any motion is formally amended, the 'in absentia' vote on that item will be invalidated.

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SOURCE: Approved by the Executive Graduate Council 02-18-88  
Edits approved by the Executive Graduate Council 04-28-18  
Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

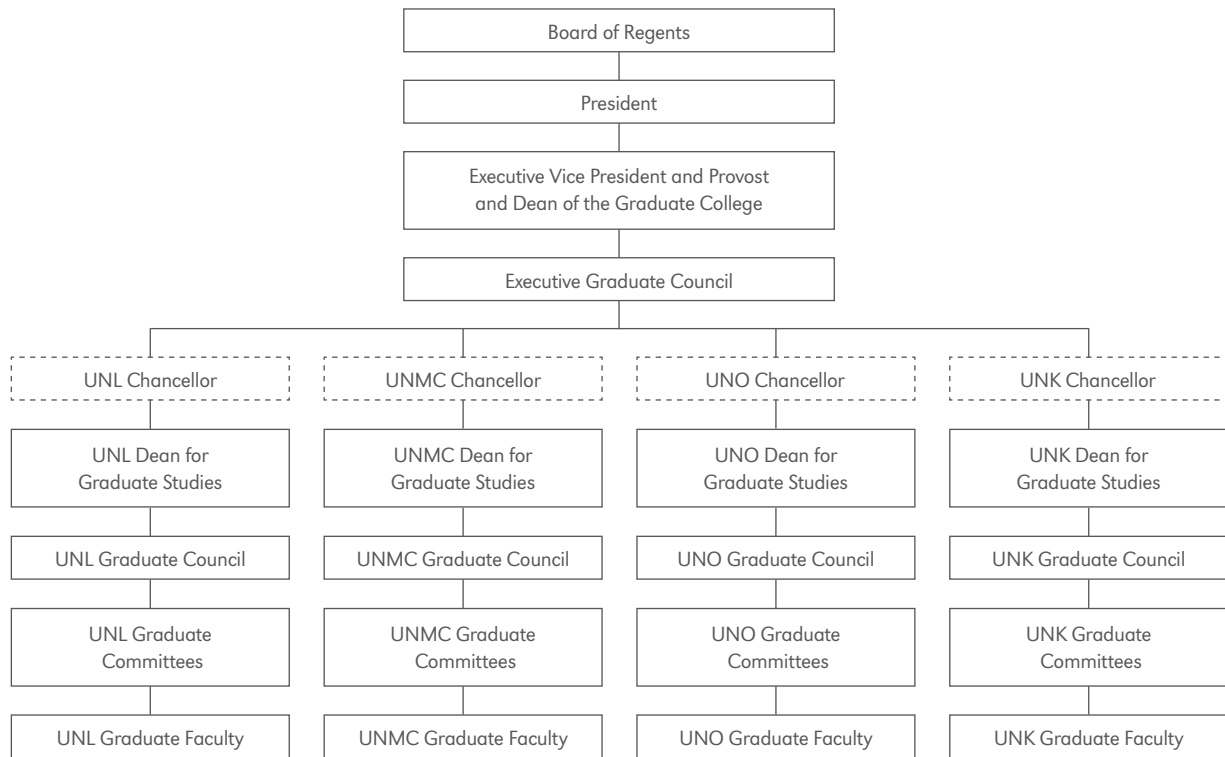
5. Destroying Ballots. Method for destroying ballots after an Executive Graduate Council election:
  - a. Record the results of the election;
  - b. Have those results certified by the signatures of the people responsible for recording the results;
  - c. Retain the ballots for three (3) weeks and if no challenge is made within that time period, ballots may be destroyed; and
  - d. The certified results should become part of the official minutes of the Executive Graduate Council (not distributed) of the first meeting following the election.

SOURCE: Executive Graduate Council Minutes 11-29-73

- F. Graduate Application Fee. Each campus may periodically increase its Graduate Application Fee through the normal process for approval of fees.

SOURCE: Executive Graduate Council Minutes 03-19-87  
Executive Graduate Council Minutes 12-11-97  
Edits approved by the Executive Graduate Council 11-30-11

## G. University of Nebraska Organizational Chart of the Graduate College



UNL - University of Nebraska–Lincoln

UNMC - University of Nebraska Medical Center

UNO - University of Nebraska at Omaha

UNK - University of Nebraska at Kearney

----- Primary Links

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## H. Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and presented to the Board of Regents on June 28, 2018.

## **I. GOVERNANCE OF GRADUATE STUDIES AT UNK**

The University of Nebraska at Kearney (UNK) Graduate Faculty shall have all powers of governance of Graduate Studies at UNK, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents, or in the general statutes and rules governing the University.

## **II. THE UNK GRADUATE FACULTY**

### **A. Membership of the Graduate Faculty**

All Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska at Kearney, shall comprise the UNK Graduate Faculty.

The procedures for appointments of the Graduate Faculty of the University of Nebraska are given in the “University of Nebraska Graduate College Policy Handbook”. Graduate Faculty may advise graduate students, participate in the decisions of their graduate department affecting the graduate program, supervise students working toward master’s and specialist’s degrees, and serve on final examining committees for master’s and specialist’s degree candidates. Graduate Faculty may also supervise doctoral students and vote on nominations for Graduate Faculty status.

### **B. Powers of the Graduate Faculty**

The powers of the Graduate Faculty shall be those outlined in section I; in particular, the Graduate Faculty shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

### **C. Meetings of the Graduate Faculty**

1. The UNK Graduate Faculty shall meet if called by the UNK Dean for Graduate Studies, by vote of the UNK Graduate Council, or by petition of any ten UNK Graduate Faculty members.
2. The quorum for the purpose of conducting business at meetings of the Graduate Faculty shall be 25% of the membership.
3. Any member of the UNK Graduate Faculty may petition to place items on the agenda for a meeting if they are presented in writing to the Dean two weeks prior to the meeting.

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4. The UNK Dean for Graduate Studies shall be responsible for recording and distributing the minutes of all meetings of the Graduate Faculty.

### III. THE UNK GRADUATE COUNCIL

The University of Nebraska at Kearney Graduate Council shall serve as the policy and decision-making body of the UNK Graduate Faculty and as an advisory body to the UNK Dean for Graduate Studies.

#### A. Membership of the UNK Graduate Council

The Council shall consist of twelve elected members of the UNK Graduate Faculty, three “at large” Graduate Faculty members, and three graduate student members.

1. Three Graduate Faculty members from different departments will be elected by the Graduate Faculty of each academic College. Terms for elected members of the Council shall be three years and shall commence with the beginning of Fall Semester following election to the Council.

When the term of office for an elected member of the Council ends or when a vacancy occurs and the remainder of the term is for one year or more, an election to fill the vacancy shall be conducted by the Office of Graduate Studies. An electronic ballot shall be sent to all Graduate Faculty members of the College in which the vacancy exists. The ballot shall list nominees recommended by the Graduate Council and provide an opportunity for additional nominations. The two persons on the ballot who receive the highest number of votes shall stand for election to the Council.

If the remainder of the term is for less than one year, the Dean for Graduate Studies shall appoint a member of the Faculty in the College concerned to fill the remainder of the term.

2. Three additional University of Nebraska at Kearney Graduate Faculty will be appointed by the UNK Dean for Graduate Studies as “at large” members of the Graduate Council. In making these appointments, the Dean for Graduate Studies shall select individuals to make liaison with the University of Nebraska Executive Graduate Council (EGC). Terms for these Graduate Council members will be concurrent with their term on the EGC, or for one year, as appropriate.

Should any of the EGC representatives be elected members of the UNK Graduate Council, the Dean for Graduate Studies may make the remaining appointment(s) with the intention of maintaining a balanced representation based on the number of graduate students and Graduate Faculty in each College. Such appointments shall be for a term not to exceed one year.

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3. The graduate student members of the Council shall be selected by the UNK Graduate Student Association. In the absence of an active Graduate Student Association, the UNK Dean for Graduate Studies shall appoint the members from a list of departmental nominees. Graduate student members must be currently enrolled in a minimum of six hours and in good academic standing. Terms for graduate student members shall be one year, commencing with the beginning of Fall Semester.

#### B. Powers of the UNK Graduate Council

The UNK Graduate Faculty has delegated to the Council its policy and decision-making powers for graduate matters, subject to review and possible override by a vote of the Graduate Faculty. Decisions of the Council effecting change of policy and/or regulations may become effective immediately. All actions become final one month after general publication to the UNK Graduate Faculty unless a petition signed by at least ten members is submitted to the UNK Dean for Graduate Studies requesting a meeting of the Graduate Faculty to discuss the action of the Council. The UNK Graduate Faculty may, after discussion of the matter, request the Dean to conduct a referendum (mail ballot) of the issue.

#### C. Meetings of the UNK Graduate Council

1. The Graduate Council shall meet monthly during the academic year. In addition, the UNK Dean for Graduate Studies may call special meetings when necessary. The Dean shall draw up the agenda for each meeting and distribute it to all members of the Council and to other appropriate persons.
2. Robert's Rules of Order shall serve as the parliamentary authority for Council meetings.
3. The quorum for meetings of the Council shall be 50% of the membership of the Council.
4. Any member of the Council may place items on the agenda for a meeting.
5. The Dean for Graduate Studies shall be responsible for recording the minutes of the Council meetings and distributing them to the members of the Council, the UNK Graduate Faculty, and other appropriate persons.

#### IV. The UNK Dean for Graduate Studies

The Dean for Graduate Studies, University of Nebraska at Kearney, shall be recommended for appointment by the UNK Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents. The Dean for Graduate Studies shall



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be responsible to the Chancellor, University of Nebraska at Kearney, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska at Kearney, and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska at Kearney, and shall be chair of the UNK Graduate Council.

## V. Graduate Committees

Each Graduate department authorized to offer major work leading to the Master's or Specialist's degree shall have a Graduate Committee consisting of not fewer than three UNK Graduate Faculty members, one of whom is designated as chair of the Graduate Committee. In all cases, at least two-thirds of the Committee must be Graduate Faculty.

Membership of the Graduate Committee is recommended by the administrative unit through its department chair or program director, for appointment by the Dean for Graduate Studies, University of Nebraska at Kearney (on behalf of the Dean of the Graduate College). Graduate Committees are responsible for the general supervision of graduate work in their administrative units.

## VI. General

Policies, procedures, rules and regulations previously in effect relating to University of Nebraska at Kearney graduate programs and not superseded or rendered void by this document, or by policies of the University of Nebraska Graduate College, shall remain in effect upon its adoption. The actions of the University of Nebraska at Kearney Graduate Council and the UNK Graduate Faculty shall not supersede the Rules and Regulations nor actions of the University-wide Graduate Faculty or the Executive Graduate Council.

Approved by the KSC/UNK Graduate Council November 8, 1990, the Executive Graduate Council January 17, 1991, and by the Board of Regents March 16, 1991.

Revisions approved by the UNK Graduate Council on March 8, 2018.

1. *Business and Technology*: Accounting and Finance; Economics; Family Studies and Interior Design; Industrial Technology; Management; Marketing and Management Information Systems; Center for Economic Education; Center for Rural Research and Development; Nebraska Business Development Center; and Nebraska Safety Center.

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2. *Education*: Communication Disorders; Counseling and School Psychology; Educational Administration; Kinesiology and Sports Sciences; and Teacher Education.
  3. *Fine Arts and Humanities*: Art and Design, Communication; English, International Studies; Modern Languages; Music, Theatre & Dance; and Philosophy.
  4. *Natural and Social Sciences*: Biology, Chemistry, Computer Science and Information Technology, Criminal Justice, Geography and Earth Science, History, Mathematics and Statistics, Physics and Physical Science, Political Science, Psychology, Social Work, and Sociology.

## **I. GRADUATE STUDIES**

Subject to the powers vested in the Board of Regents, assigned to the University-wide Graduate Faculty or its Executive Graduate Council, or delegated to its administrative officers, the immediate government of Graduate Studies, University of Nebraska–Lincoln, shall be by members of the Graduate Faculty, University of Nebraska–Lincoln.

## **II. GRADUATE FACULTY**

The Graduate Faculty at the University of Nebraska–Lincoln is composed of all tenured or tenure-leading faculty members, as well as other selected faculty. The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees and chair doctoral supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental program.

Non-tenure line faculty may be designated as Graduate Faculty by the Dean of the Graduate College, University of Nebraska, following nomination by a member of the Graduate Faculty, endorsement by the chair of the graduate committee of the nominee's department, school, or interdepartmental area, recommendation by 2/3's of the Graduate Faculty in their department, (or through an alternative procedure designated in the "University of Nebraska System-Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies and Research") and endorsement by the Dean for Graduate Studies, University of Nebraska–Lincoln.

## **III. GRADUATE FACULTY ASSOCIATES**

Graduate Faculty Associate status may be granted upon recommendation of the Graduate Faculty affiliated with a specific department or interdepartmental area and with approval by the campus Dean for Graduate Studies. Graduate Faculty Associates may teach graduate courses, direct masters theses, serve on or chair masters examining committees, and serve on doctoral supervisory committees. Graduate Faculty Associate status is granted for a specific term not to exceed a period of four years from the start of the staff member's faculty appointment.

## **IV. EMERITI GRADUATE FACULTY**

1. Upon the recommendation of the departmental or interdepartmental Graduate Committee retired Graduate Faculty who have been appointed to emeritus status may retain the rights and privileges associated with the Graduate Faculty. These rights and privileges include permission to teach graduate courses, to serve as

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members of graduate programs, or to co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Emeriti faculty can be reappointed annually by the departmental Graduate Committee, and approved by the departmental Chair or Head and by the Dean for Graduate Studies, University of Nebraska–Lincoln. Any compensation decision continues to reside within the department.

## **V. POWERS OF THE GRADUATE FACULTY**

The Graduate Faculty administratively associated with the University of Nebraska–Lincoln shall have all powers of government of Graduate Studies, University of Nebraska–Lincoln, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents, or in the general statutes and rules governing the University. The Graduate Faculty, University of Nebraska–Lincoln, shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

## **VI. THE GRADUATE COUNCIL**

There shall be a Graduate Council to serve as an advisory body to the Dean for Graduate Studies, University of Nebraska–Lincoln, and as the administrative body for Graduate Studies subject to the authority of the Graduate Faculty, University of Nebraska–Lincoln. The Graduate Council shall meet formally and as a whole at least two times during each academic semester, and shall consist of eight elected members of the Graduate Faculty, two graduate students, and the Dean for Graduate Studies of the University of Nebraska–Lincoln.

Each year, two members of the Graduate Faculty shall be elected to the Graduate Council to serve four year terms of office. The elections of Graduate Council members shall be from nominees presented by a nominating committee designated by the Graduate Council, and by Graduate Faculty petition. One member of the Graduate Faculty shall be elected from each of the following eight areas: Agricultural and Biological Sciences; Arts; Business; Engineering; Humanities; Physical Sciences; Professional Education; and Social Sciences. A member of the Graduate Council can serve no more than two four-year terms consecutively.

The University of Nebraska–Lincoln Graduate Council shall select two of its members to serve as Representatives and one of its members to serve as an Alternate on the University of Nebraska Executive Graduate Council. Since the term for faculty members of the Executive Graduate Council shall be three years, according to the Graduate College Governance Document, only members of the University of Nebraska–Lincoln Graduate Council who have at least three years remaining on the UNL Graduate Council shall be eligible as candidates for Executive Graduate Council Representative or Alternate positions. A Representative or Alternate shall be elected each year, so that two Representatives and one Alternate shall be serving at any time.

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Two graduate students shall be elected to the Graduate Council each year by the Graduate Student Assembly, University of Nebraska–Lincoln. In the absence of an active Graduate Student Assembly, the Graduate Council shall, upon the recommendation of the Dean for Graduate Studies of the University of Nebraska–Lincoln, appoint the graduate student representatives to the Graduate Council.

## **VII. DEAN FOR GRADUATE STUDIES**

The Dean for Graduate Studies, University of Nebraska–Lincoln, shall be recommended for appointment by the UNL Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents. The Dean for Graduate Studies shall be responsible to the Chancellor, University of Nebraska–Lincoln, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska–Lincoln, and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska–Lincoln, and shall be chair of the UNL Graduate Council. The Dean for Graduate Studies shall at all times have a voice, but shall cast a vote only in case of a tie.

## **VIII. GRADUATE COMMITTEES**

Each administrative unit authorized to offer major work leading to the Master’s or Doctoral degree shall have a Graduate Committee consisting of not fewer than three Graduate Faculty members, one of whom is designated as chair of the Graduate Committee. In the case of an administrative unit offering a doctoral degree, however, the majority of the Graduate Committee and its chair must be Graduate Faculty.

Membership of the Graduate Committee is recommended by the administrative unit through its departmental chair, chair of the interdepartmental area, director or academic dean, as appropriate, for appointment by the Dean for Graduate Studies, University of Nebraska–Lincoln, acting for the Dean of the Graduate College, University of Nebraska. Graduate Committees are responsible for the general supervision of graduate work in their administrative units.

## **IX. SUPERVISORY COMMITTEES**

For each student who has been accepted by a department or area for the doctoral objective, a Supervisory Committee of at least four members who are Graduate Faculty shall be appointed by the Dean for Graduate Studies, University of Nebraska–Lincoln, acting for the Dean of the Graduate College, University of Nebraska. All professors on the supervisory committee must either be on the Graduate Faculty or be non-Graduate Faculty approved to

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perform specified Graduate Faculty duties. At least one Graduate Faculty member external to the department or area in which the doctorate is to be granted must be included on the committee responsible for supervising the student's doctoral program of studies. The committee shall approve the student's program of studies, monitor academic progress, approve the dissertation subject, and shall act as the committee for the final examination.

## **X. GENERAL**

Policies, rules and regulations previously in effect relating to graduate programs and not superseded or rendered void by this governance plan shall remain in effect upon its adoption.

Revisions approved by the UNL Graduate Council October 5, 1988, the University of Nebraska Executive Graduate Council November 17, 1988, and the Board of Regents January 14, 1989. Revision approved by the UNL Graduate Council March 14, 1996, the University of Nebraska Executive Graduate Council, February 17, 1997 and the Board of Regents June 1, 1996 meeting.

## **XI. UNL DEFINITION OF AREAS**

- A. *Arts*: The Hixson-Lied College of Fine and Performing Arts including the School of Art, Art History and Design, the Glenn Korff School of Music, Johnny Carson School of Theatre and Film, and the Department of Architecture in the College of Architecture.
- B. *Humanities*: Classics, Communication Studies, English, Modern Languages and Literatures, Philosophy, and the College of Journalism and Mass Communications.
- C. *Physical Sciences*: Chemistry, Computer Science and Engineering, Earth and Atmospheric Sciences, Mathematics, Physics and Astronomy, and Statistics.
- D. *Engineering*: All departments in the College of Engineering.
- E. *Business*: All departments of the College of Business including the Department of Economics.
- F. *Social Sciences*: Anthropology, Child, Youth and Family Studies, Community and Regional Planning, Geography, History, Law, Political Science, Psychology, Sociology, and Textiles, Merchandising and Fashion Design.
- G. *Agricultural Sciences and Biological Sciences*: The School of Biological Sciences, Nutrition and Health Sciences, and all departments of the College of Agricultural Sciences and Natural Resources.

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*H. Professional Education:* Departments of Educational Administration, Educational Psychology, Special Education and Communication Disorders, and Teaching, Learning and Teacher Education.

The Definitions of Areas were approved by the UNL Graduate Council February 14, 2008.

Original document approved by University of Nebraska–Lincoln Graduate Faculty, December 10, 1973. Amendments made by University of Nebraska–Lincoln Graduate Council, Executive Graduate Council, and subsequently by Regental action on January 14, 1989 and February 11, 1989.

Additional revisions approved by the UNL Graduate Council on February 8, 2018.

## **I. GRADUATE STUDIES AT UNMC**

The Graduate Faculty at the University of Nebraska Medical Center (UNMC) shall have the authority to govern Graduate Studies on the Medical Center campus, subject to the powers vested in the Board of Regents and assigned to the University-wide Graduate Faculty and its Executive Graduate Council.

## **II. MEMBERSHIP OF THE UNMC GRADUATE FACULTY**

All University-wide Graduate Faculty who are administratively located within the University of Nebraska Medical Center shall comprise the UNMC Graduate Faculty. The mechanism for selection of Graduate Faculty has been established on a University-wide basis, as detailed in the Section II of the University of Nebraska Graduate College Handbook (often called the “Governance Document”) and implemented at UNMC as summarized below.

Graduate Faculty members are appointed by the Dean of the Graduate College, University of Nebraska, following nomination by a Graduate Faculty member and endorsement by the chairperson of the nominee’s department, the chair of the Graduate Committee of the nominee’s department or interdepartmental area, the nominee’s academic dean or director, and the UNMC Dean for Graduate Studies.

- A. A current faculty member may be designated as Graduate Faculty by the Dean of the Graduate College, University of Nebraska, when recommended by 2/3 of the Graduate Faculty in the member’s department (or through an alternative procedure detailed in Section II.D. of the University of Nebraska Graduate College Handbook) and endorsed by the UNMC Dean for Graduate Studies.
- B. New UNMC faculty members who meet the required criteria and are to be appointed to specific term, health professions or continuous appointments in academic departments that house a graduate degree-granting program (M.S., Ph.D., or both) will automatically be appointed as Graduate Faculty. All new faculty in this category will be appointed as Graduate Faculty in their letter of appointment at the time of hire, contingent upon the approval of the UNMC Dean for Graduate Studies; hence, no application process will be required.

Graduate Faculty may teach graduate courses, supervise students working toward M.S. or Ph.D. degrees, serve on Supervisory Committees and Final Oral Exam Committees for M.S. or Ph.D. degree candidates, and vote on nominations for appointment to the Graduate Faculty.



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### III. MEETINGS OF THE UNMC GRADUATE FACULTY

- A. The UNMC Graduate Faculty shall meet annually and at other times if called by the UNMC Dean for Graduate Studies, by vote of the UNMC Graduate Council, or by petition of any 25 UNMC Graduate Faculty members. Twenty-five members shall constitute a quorum.
- B. The UNMC Graduate Faculty can by majority vote override any specific action taken by the UNMC Graduate Council.
- C. The UNMC Dean for Graduate Studies or the Dean's designee selected from the membership of the UNMC Graduate Faculty shall preside over meetings of the UNMC Graduate Faculty.
- D. The UNMC Dean for Graduate Studies shall be responsible for recording and appropriate distribution of minutes of the meetings of the UNMC Graduate Faculty.

### IV. UNMC GRADUATE COUNCIL

- A. The UNMC Graduate Council shall serve as a governing body acting on behalf of the UNMC Graduate Faculty and shall serve as an advisory body to the UNMC Dean for Graduate Studies. The Graduate Council shall consist of the chair of each program Graduate Committee (or his/her designee), one UNMC graduate student and the Dean for Graduate Studies. In addition, members of the Executive Graduate Council whose terms have ended on the UNMC Graduate Council will be ex officio members of the UNMC Graduate Council.
- B. The graduate student representative shall be selected by the UNMC Graduate Student Association. In the absence of an active Graduate Student Association, the Dean for Graduate Studies shall appoint a student member to the Graduate Council.
- C. Each regular member of the Graduate Council shall have one vote.
- D. The UNMC Executive Associate Dean for Graduate Studies, serving as the UNMC Dean's designee, shall preside over meetings of the UNMC Graduate Council.
- E. The UNMC Graduate Council shall meet monthly and as called by the UNMC Dean for Graduate Studies. A majority of voting members shall constitute a quorum. The UNMC Graduate Council meetings are open meetings.
- F. Decisions by the Council shall be by simple majority vote. The UNMC Dean for Graduate Studies shall cast a vote only in the case of a tie.

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G. Any member of the UNMC Graduate Faculty may request that an item be placed on the agenda of the UNMC Graduate Council meeting.

H. The UNMC Dean for Graduate Studies shall be responsible for recording and appropriate distribution of minutes of the meetings of the UNMC Graduate Council.

## **V. DEAN FOR GRADUATE STUDIES**

The UNMC Dean for Graduate Studies is appointed by the Board of Regents upon recommendation of the UNMC Chancellor and the President of the University of Nebraska. The Dean shall be responsible to the Chancellor and the University of Nebraska Dean of the Graduate College. The UNMC Dean shall be administratively responsible for all graduate studies programs on the UNMC campus including the appointment (on behalf of the Dean of the Graduate College, University of Nebraska) of Graduate Committees and of the Advisory/Supervisory Committees for each student who is accepted into an approved M.S. or Ph.D. degree program at UNMC. The Dean or the Dean's designee shall preside over meetings of the UNMC Graduate Faculty and the UNMC Graduate Council.

## **VI. GENERAL**

The UNMC Graduate Faculty shall have two representatives on the Executive Graduate Council. In addition there shall be one alternate.

The actions of the UNMC Graduate Council and the UNMC Graduate Faculty shall not supersede the Rules and Regulations nor actions of the University-wide Graduate Faculty or the Executive Graduate Council.

Approved by the UNMC Graduate Faculty March 2, the University of Nebraska Executive Graduate Council March 11, and the Board of Regents March 19, 1977.

Revision approved by the UNMC Graduate Council July 11, the UNMC Graduate Faculty August 15, the University of Nebraska Executive Graduate Council September 20, and the Board of Regents December 15, 1979.

Second revision approved by the UNMC Graduate Council October 15, 1987, the UNMC Graduate Faculty January 7, the University of Nebraska Executive Graduate Council February 18, and the Board of Regents April 9, 1988.

Third revision approved by the UNMC Graduate Council February 15, 1996, the UNMC Graduate Faculty March 7, 1996, University of Nebraska Executive Graduate Council February 19, 1997 and the Board of Regents June 1, 1996.

Fourth revision approved by the UNMC Graduate Council February 14, 2018.

Fifth revision approved by the UNMC Graduate Council April 5, 2018, and the UNMC Graduate Faculty April 24, 2018.

## **I. GOVERNMENT OF GRADUATE STUDIES AT UNO**

The University of Nebraska at Omaha (UNO) Graduate Faculty shall have all powers of government of Graduate Studies at UNO, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents. The Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies shall be appointed by the Board of Regents upon recommendation of the UNO Chancellor and shall be administratively responsible for the welfare of all graduate studies programs on the UNO campus and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies. The UNO Graduate Council shall serve as the legislative and decision-making body of the UNO Graduate Faculty and as an advisory body to the Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies. In this document “the Faculty,” “the Dean,” and “the Council” shall refer to the UNO Graduate Faculty, the Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies, and the UNO Graduate Council, respectively.

## **II. THE UNO GRADUATE FACULTY**

### **A. Membership of the Faculty**

The Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska at Omaha, shall comprise the UNO Graduate Faculty.

The procedures for appointments of the Graduate Faculty of the University of Nebraska are given in the “University of Nebraska System-Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies” (often called the “Governance Document”). Graduate Faculty may advise graduate students, participate in the decisions of their graduate department(s) affecting the graduate program(s), supervise students working toward master’s degrees, and serve on final examining committees for master’s degree candidates. Graduate Faculty may also supervise doctoral students and may vote on nominations for Graduate Faculty Status.

### **B. Powers of the Faculty**

The powers of the Faculty shall be those outlined in section I; in particular, the Faculty shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

### **C. Meetings of the Faculty**

1. The Faculty shall meet once each semester in regular session. The agenda shall be drawn up by the Dean and Committee A: Policy and Planning of the Council with input from Committees B: Courses, Programs and Evaluation.

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2. Robert's Rules of Order shall serve as the parliamentary authority for meetings of the Faculty.
  3. The quorum for meetings of the Faculty shall be 10% of the membership of the Faculty.
  4. Any member of the Faculty may petition to place items on the agenda for a meeting of the Faculty if they are presented in writing to the Dean two weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material.
  5. Any ten members of the Faculty may petition for a special meeting of the Faculty. The petition must state a rationale for such a meeting. The agenda for special meetings shall consist only of the item or items addressed by the petition.
  6. The Dean shall be responsible for recording the minutes of the meetings of the Faculty and distributing them to all members of the Faculty and to other appropriate persons.

### **III. THE UNO GRADUATE COUNCIL**

#### **A. Membership of the Council**

The Council shall consist of elected members of the Faculty, the two Executive Graduate Council members and the Executive Graduate Council alternate, and two student members.

1. The number of elected members of the council allocated to each college shall be based on the number of graduate students and the number of members of the Faculty in the college. Terms for elected members of the Council shall be three years and shall commence on August 15 following election to the Council.
  - a. When the term of office for a member of the Council ends or when a vacancy occurs for some other reason and the remainder of the term is more than one year, the election to fill the vacancy shall be conducted by the Office of Graduate Studies. A mail or electronic ballot shall be sent to all members of the Faculty. Nominations for the mail ballot shall be obtained as follows:

The cognizant Dean, after determining if there are members of the Faculty in the college who prefer not to stand for election, shall prepare a printed or electronic ballot containing the names of all members of the Faculty in the college who will stand for election. The ballot as prepared shall be submitted to all members of the Faculty in the college. The two persons on the ballot who receive the highest number of votes shall stand for elections to the Council.

- b. If the remainder of the term is one year or a portion of one year, the Dean shall appoint a member of the Faculty in the college concerned (with the concurrence of the cognizant Dean) to fill the remainder of the term.
2. The minimum number of representatives granted to each college shall be two so that each college has a minimum of one representative on each of the two Graduate Council committees. Terms of representative to the Graduate Council shall be staggered so that no more than one-third of the representatives on the Graduate Council are replaced in a given year.
- a. Representatives on the UNO Graduate Council

\*Using this minimum plus the allocation formula, the current number of representatives on the Graduate Council are as follows:

<i>College</i>	<i>Number of Representatives</i>
Arts & Sciences	5
Business Administration	4
Education	6
Communication, Fine Arts & Mass Media	3
Information Sciences & Technology	3
Public Affairs & Community Service	4

b. UNO Definition of Areas

*01. Arts and Humanities:* Art and Art History, Black Studies, Dramatic Arts, English, Fine Arts Press, Foreign Languages, History, International Studies, Music, Philosophy, Religion, and Writers Workshop.

*02. Business:* All Graduate Faculty departments in the College of Business Administration & ISQA and IS&T.

*03. Social Sciences:* Communication, Geography, Political Science, Psychology, Sociology, and all departments in the College of Public Affairs and Community Service.

*04. Natural Sciences:* Biology, Chemistry, Computer Science, Geology, Mathematics, and Physics.

*05. Professional Education:* All departments in the College of Education.

3. The University of Nebraska at Omaha Graduate Council shall select two of its members to serve as Representatives and one of its members to serve as an Alternate on the University of Nebraska Executive Graduate Council. Since the

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term for faculty members of the Executive Graduate Council shall be three years, according to the Graduate College Governance Document, only members of the University of Nebraska at Omaha Graduate Council who have at least three years remaining on the UNO Graduate Council shall be eligible as candidates for Executive Graduate Council Representative or Alternate positions. A Representative or Alternate shall be elected each year, so that two Representatives and one Alternate shall be serving at any time.

The alternate's role is to take the place of an EGC Representative, if the Representative cannot attend a meeting. It is not the role of the alternate to replace a Representative.

4. The graduate student members of the Council shall be selected by the Graduate Student Association. In the absence of a recommendation from the Graduate Student Association, the Dean shall appoint the graduate student members from a list of departmental nominees.

Graduate student members must be currently enrolled students in good standing. Terms for graduate student members shall be one year, commencing on August 15 in the year of appointment.

#### **IV. POWERS OF THE COUNCIL**

The Faculty has delegated to the Council its legislative and decision making powers for graduate matters, subject to review and possible override by vote of the Faculty. Decisions of the Council effecting change of policy and/or regulations shall be final within twenty (20) working days (summer sessions and vacation periods excluded) after general publication to the Faculty unless a petition signed by at least ten (10) members of the Faculty is submitted to the Dean requesting a meeting of the Faculty to discuss the decision of the matter, request the Dean to conduct a referendum (printed or electronic ballot) of the Faculty on the matter under discussion. A majority vote of the Faculty voting on the referendum can override a decision made by the Council.

#### **V. MEETINGS OF THE COUNCIL**

- A. The Council shall meet monthly. In addition, the Dean may call a special meeting of the Council. The Dean shall draw up the agenda for each meeting and distribute it to all members of the Council and to other appropriate persons.
- B. Robert's Rules of Order shall serve as the parliamentary authority for meetings of the Council.

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- C. The quorum for meeting of the Council shall be 50% of the membership of the Council.
  - D. Any member of the Council may place items on the agenda for a meeting of the Council.
  - E. The Dean shall be responsible for recording the minutes of the meetings of the Council and distributing them to the members of the Council and to other appropriate persons.

## **VI. DEAN FOR GRADUATE STUDIES**

The Dean for Graduate Studies, University of Nebraska at Omaha, shall be recommended for appointment by the UNO Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents. The Dean for Graduate Studies shall be responsible to the Sr. Vice Chancellor for Academic Affairs, University of Nebraska at Omaha, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska at Omaha and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska at Omaha, and shall be the chair of the UNO Graduate Council. The Dean for Graduate Studies shall at all times have a voice, but shall cast a vote only in case of a tie.

## **VII. GRADUATE PROGRAM COMMITTEES**

Each Graduate department authorized to offer major work leading to the master's or doctor's degree shall have established for it a Graduate Program Committee consisting of not less than three members of the Graduate Faculty, one of whom is designated as chairman. In the case of a graduate department offering a doctoral degree, the majority of the Committee and its chairman must be members of the Graduate Faculty. In all cases, at least two-thirds of the Committee must be members of the Graduate Faculty. Membership of the Graduate Program Committee is recommended by the Departmental chairman or other appropriate administrator for appointment by the Dean of the Graduate College, who has delegated that responsibility to the UNO Dean.

In its graduate department the Graduate Program Committee shall have the responsibility for the planning of the graduate program, the general supervision of candidates for graduate degrees and the evaluation of students by means of qualifying or final comprehensive examinations. The word "program" denotes all kinds of academic requirements which must be satisfied by the students admitted to the departmental graduate studies—including both major and minor requirements, together with quality-of-work standards, transfer credits, and those electives which are not major or minor courses.

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Approved UNO Graduate Council October 12, 1981.

Revised UNO Graduate Council November 14, 1988, approved by the Board of Regents  
July 22, 1989.

Revised UNO Graduate Council December 11, 1997, approved by the Board of Regents  
May 16, 1998.

Revisions approved by the UNO Graduate Council on November 13, 2017.



Edits approved by the Executive Graduate Council April 25, 2018 and approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018. Presented to the Board of Regents on June 28, 2018.

## **I. GRADUATE DEGREES/CERTIFICATES**

### **A. Recommendation on the Requirements for Degrees.**

The Executive Graduate Council reaffirms the exclusive right of faculty members to assign grades, to recommend admission of students to programs (retaining Board of Regents admission standards), to make recommendation on the requirements for degrees, to recommend the awarding of assistantships (the deans retain the authority to appoint graduate assistants), and to recommend candidates for degrees. The Executive Graduate Council does not recognize the administrative assignment of a grade, or the administrative awarding of an assistantship not recommended by appropriate faculty action (this does not apply only to graduate committees). The Executive Graduate Council reaffirms the right of all students to evaluations for grades, awards, and degree procedures written into the graduate catalogs, and does not recognize agreements between departments and students which circumvent the existing appeal procedures.

SOURCE: Executive Graduate Council Minutes 10-18-79

Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

1. **Subdoctoral Degree Credits.** All graduate credits to be counted toward the satisfaction of subdoctoral degree requirements—including all transfer credits—must be approved and recommended by the cognizant Graduate Committee of the student’s major department or area. Not less than 50 percent of the course work required for any subdoctoral graduate degree must be completed at the University of Nebraska. No graduate credits will be accepted as transfer credits unless earned at an institution fully accredited to offer graduate work in the field of the student’s major; nor should the student expect any graduate credits to be transferred unless the Graduate Committee evaluated the quality and suitability equal to or superior to offerings available at the University of Nebraska.

SOURCE: Executive Graduate Council Minutes 04-03-75

Edits approved by the Executive Graduate Council 11-30-11

2. **Post-Baccalaureate Degree.** A post-baccalaureate degree which is the first or minimum degree offered by the University of Nebraska that qualifies a person to stand for licensure in one of the recognized professions, and which is pursued, for all intents and purposes, exclusively by persons intending to seek licensure in that profession, is regarded as a first-professional degree. Any other post-baccalaureate degree is regarded as a graduate degree

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SOURCE: Letter from Executive Vice President to Chancellors 02-01-82  
Edits approved by the Executive Graduate Council 11-30-11

3. Certificates. The certificate at the graduate level may be either sub-master or post-master and is intended to indicate a given level of proficiency in a given area where there is an established need, just as master and doctoral degrees do—not that a given number of credit hours have been earned.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

4. Format for Graduate Degrees. The heading shall read “The University of Nebraska.” There shall be a subsidiary heading reading “Graduate College.” Following the subsidiary heading shall be a paragraph reading “This diploma makes known that the Board of Regents of the University of Nebraska upon the recommendation of the Graduate Faculty and by authority of the statutes of the State has by its officers specially authorized hereto conferred the degree.”
  - a. The above paragraph will be followed by the formal name of the degree and by the word “upon” and by the full name of the degree recipient. The degree recipient’s name will be followed by the statement “who is entitled to enjoy all the rights, honors, and privileges pertaining to that degree.”
  - b. A paragraph reading “in testimony whereof we have hereunto subscribed our names and caused the seal of the said Board to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.”
  - c. The seal of the University will be in the lower left-hand corner, the word “attest” will appear after the seal, and following this word will appear the signatures and printed titles of the corporation secretary of the Board, the chairman of the Board, and the President of the University.
  - d. Across the bottom of the diploma will be printed the names of the four campuses of the University in the following order: The University of Nebraska–Lincoln, The University of Nebraska Medical Center, The University of Nebraska at Omaha, The University of Nebraska at Kearney.

(See also Appendix 3)

## B. Expedited Review of Proposed New Graduate Certificate Programs

Under certain circumstances proposed new Certificate Programs would receive expedited review and approval. This would involve review by the Campus Graduate Council and the Council of Academic Officers, with final approval by the Executive Vice President and Provost, and President.

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For a program to be considered for expedited review and approval, it must meet the following requirements:

1. The proposed certificate must be a reasonable extension of an existing masters or doctoral program in that it uses existing courses in the present masters.
2. The proposed certificate would require at least 12-15 hours of work past the bachelors degree but no more than 20 hours. A core of required or elective courses must be in the department/program offering the certificate; however there could be an opportunity for graduate students to take up to one third of the program in optional or elective courses in collateral departments of relevant disciplines, consistent with the requirements of the existing program.
3. The proposed certificate would be a repackaging of existing graduate courses, requiring no additional or reallocated resources to support the program. The proposal would have to demonstrate the availability of internal capacity to offer the certificate.
4. The proposal would need to show evidence of demand and that the proposal is being responsive to a demonstrated need in the university or community. However, the justification would not need to be as elaborate as that required for a completely new degree program.
5. Following approval of such a new Certificate Program, the action will be reported to the Board of Regents at the next meeting.
6. Please see Appendix 4 for material that will help prepare a request for Expedited Review.

SOURCE: Policy approved by Board of Regents on July 15, 2000

Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

## **II. POLICY ON THE PURSUIT OF GRADUATE DEGREES AT THE UNIVERSITY OF NEBRASKA BY FACULTY HOLDING THE RANK OF ASSISTANT PROFESSOR OR ABOVE (OR EQUIVALENT)**

While it is not the intention of the University of Nebraska to deny access to graduate education to any qualified person, the University is concerned about possible conflict of interest, or even the appearance of such a conflict, when faculty members of this University pursue advanced degrees in its Graduate College.

Therefore, a member of the faculty in an instructional department who holds the rank of assistant professor or above or equivalent rank, or a member of the faculty in an instructional department who holds an appointment for a specific term, or a member of

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the administrative staff holding the rank of assistant professor or above, may pursue an advanced degree in the Graduate College only after receiving special permission from the person's academic dean or administrative supervisor and from the campus Graduate Council responsible for the program which he or she wishes to pursue. The advanced degree cannot be in the person's own department or area or in a closely related department or area. Whether a second department or area is too closely related to the person's own department shall be determined by the Dean for Graduate Studies of the campus involved in consultation with the Graduate Committees of the two departments or areas. Permission may be granted to pursue an advanced degree in the equivalent department on another campus of the University of Nebraska.

The Graduate Faculty status of a person who is a member of the Graduate Faculty must be suspended when the person receives permission to pursue an advanced degree in the Graduate College of the University of Nebraska. However, with the permission of the appropriate campus Dean for Graduate Studies and the appropriate Graduate Committee, such persons shall be eligible to continue to teach graduate courses, supervise graduate students at the Masters degree level, and serve on graduate supervisory and examining committees. Such permission must be obtained before starting such a program and annually after entering the program. Upon completing or withdrawing from such an advanced degree program, the original Graduate Faculty status shall be reinstated upon recommendation by at least 2/3 of the Graduate Faculty of the department or area if the person returns to the same department in which he or she held an appointment originally. A change of appointment to another department requires that the person follow the established procedure for obtaining Graduate Faculty status.

SOURCE: Approved by the Executive Graduate Council at the May 8, 1984, Special Meeting  
Edits approved by the Executive Graduate Council 04-28-2018

### **III. GRADUATE STUDENTS**

Graduate Students Defined. Full-time graduate students at the University of Nebraska shall be defined as graduate students enrolled for at least 9 credit hours during an academic semester or at least 4 hours during summer sessions irrespective of whether or not the student holds a graduate assistantship.

SOURCE: Executive Graduate Council Minutes 03-18-76  
Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

#### **A. Veterans Administration - Certification of Graduate Students.**

Graduate students requiring certification as full-time students must be enrolled for at least 9 credit hours during an academic semester or at least 3 credit hours during summer sessions, whether or not the student holds a graduate assistantship. With

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approval of the Dean for Graduate Studies, students in the final semester of a masters degree program, or Candidates for doctoral degrees, registered for fewer than the minimum hours required for a full program may be granted full-time status provided they are not employed more than 22 hours per week (half time).

B. Seniors Approval for Graduate Courses.

Seniors at an accredited institution who have obtained in advance the approval of the appropriate campus Dean for Graduate Studies may receive up to 12 hours of credit for graduate courses taken at any campus of the University of Nebraska System in addition to the courses necessary to complete their undergraduate work, provided that such credits are earned within the 12 months prior to receipt of the baccalaureate.

SOURCE: Executive Graduate Council Minutes 09-26-74

C. Simultaneous Matriculation.

Normally, no graduate student may be a degree-seeking student in more than one graduate program at the University of Nebraska, unless enrolled in an approved dual-degree program. Any exceptions must have prior approval of every Graduate Program Committee and every campus Dean for Graduate Studies through which the programs are administratively assigned. When there is approved simultaneous matriculation, the same course credit will not be accepted for more than one degree without prior approval of every Graduate Program Committee and every campus Dean for Graduate Studies through which the programs are administratively assigned.

SOURCE: Approved by the Executive Graduate Council 03-19-92

D. Students Admitted to Professional Colleges.

Students admitted to professional colleges at the University of Nebraska may enroll in up to 9 credit hours of graduate level courses (800 - and 900 - series) with the approval of the dean of the professional college, the instructors for the graduate courses, and the campus Dean for Graduate Studies. In exceptional circumstances registrations above 9 credit hours may be permitted subject to the same approval. Reciprocal arrangements permitting students admitted to the Graduate College to enroll in courses offered in the professional colleges should be encouraged.

SOURCE: Executive Graduate Council Minutes 02-27-75

E. Supervisory Committee.

For each student who has been accepted by a departmental or interdepartmental area for doctoral studies there shall be a Supervisory Committee, at least four members of which, including the chairperson, shall be Graduate Faculty. Membership

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on Supervisory Committees shall be recommended by the departmental or interdepartmental Graduate Committee for approval and appointment by the Dean (or his/her designee). In addition to the minimum of four members of the Graduate Faculty, Graduate Faculty and other eligible persons may be recommended by the Graduate Committee for appointment by the Dean (or his/her designee) to Supervisory Committees, provided that at least two-thirds of the membership of each Supervisory Committee shall be Graduate Faculty. The Minor, or related fields, if applicable, shall be represented on the Committee. The Committee shall approve the student's program of studies, monitor the student's academic progress, approve the dissertation subject, prepare, give, and evaluate the comprehensive and final examinations, and approve the dissertation.

SOURCE: Graduate College Governance Document

1. Graduate Faculty Representation to Doctoral Supervisory Committees. Doctoral Supervisory Committees should be encouraged to have one member of the Graduate Faculty from another University of Nebraska campus, whenever such representation promises to contribute to the student's program.

SOURCE: Executive Graduate Council Minutes 11-16-78

- F. Procedure for a Graduate Student to Receive a Degree from a Campus Other than that where the Degree is Based
  1. The student submits a request to the Dean of the Graduate College, stating in which campus commencement ceremony he or she would like to receive the degree.
  2. When making formal application for the degree, the student should indicate the campus ceremony in which he or she would like to receive the degree.
  3. Campus Deans for Graduate Studies are to resolve the mechanics to comply with the request. These arrangements should include the following:
    - a. Each student graduating under these circumstances shall be so noted in the program and commencement script with a statement similar to the one formulated for the December 1977 UNO commencement as follows:

“A degree awarded on the recommendation of the Graduate Faculty in (major department) at the University of Nebraska (–Lincoln, at Omaha, at Kearney or Medical Center) in cooperation with the Graduate Faculty in (major department) at the University of Nebraska (–Lincoln, at Omaha, at Kearney, or Medical Center).”

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ALL COMMENCEMENT PROGRAMS SHOULD INCLUDE THE STATEMENT THAT:  
“ALL GRADUATE DEGREES ARE UNIVERSITY OF NEBRASKA DEGREES.”

SOURCE: Executive Graduate Council Minutes 03-16-78  
Edits approved by the Executive Graduate Council 11-30-11

### **Intercampus Registration Process**

#### 4. Necessary Conditions

- a. Student must file an intercampus registration form.
- b. Host campus must flag that student’s record to assure communication with home campus (Step 1).

#### 5. Description of Process

- a. Host campus registrar sends a copy of the intercampus registration forms to host campus graduate office (Step 2). This will allow the office to flag the records of those students.
- b. During the semester, the registrar on a particular campus sends information to the graduate office on that campus indicating the courses for which each graduate student taking courses on that campus is registered. The graduate office will forward this information to the home campus graduate office so that the home campus office can maintain a record of courses in which a student is enrolled on other campuses (Step 3).
- c. At the end of the semester, a grade record is sent to the graduate office on the campus in which the courses were completed (Step 4). The host campus graduate office will request the registrar to send a transcript to the home campus graduate office at that time (Step 5). This is done without charge (Step 6).
- d. The home campus graduate office will then pass on the host campus transcript to the registrar on the home campus and request that the information be entered officially on the student’s transcript as it is maintained on the home campus (Step 7).

#### G. Policy on Summer Tuition Remission for Graduate Assistants

Any graduate assistant who is employed for one-third FTE or more during both semesters of an academic year may be eligible to receive tuition remission during the subsequent summer. Any graduate assistant who is employed for one-third FTE or more

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during only one semester of the preceding academic year may be eligible to receive reimbursement of summer session tuition, provided he or she is employed as a graduate assistant for one-third FTE or more during the following fall semester. Any graduate assistant who is employed for one-third FTE or more during the summer may also be eligible for tuition remission during that same summer.

The amount of tuition remission for which each graduate assistant is eligible during the summer shall be determined as follows. Graduate assistants whose equivalent academic year stipends equal or exceed the amount charged for tuition and fees for thirty credit hours of graduate work on a non-resident basis shall be eligible to receive tuition remission for up to twelve credit hours during the summer. Graduate assistants whose equivalent academic year stipends are less than the above, but equal or exceed the amount charged for twenty-four credit hours of graduate work on a non-resident basis, shall be eligible to receive tuition remission for up to six credit hours during the summer.

SOURCE: Issued by the Executive Vice President and Provost 03-18-82

1. Tuition Remission. Tuition remission will be granted to graduate assistants for auditing courses when officially registered to audit the courses.

SOURCE: Executive Graduate Council Minutes 10-21-82

2. Any graduate student who drops below four credit hours in summer sessions will lose their eligibility for Social Security and Medicare tax exemptions.

SOURCE: Federal Tax Code, Rev. Proc. 2005-11  
Edits approved by the Executive Graduate Council 11-30-11

3. Out-of-State Graduate Students. Graduate students registered for thesis work who have qualified as Nebraska residents while in attendance at the University and who are earning thesis credit while residing in a state other than Nebraska shall continue to be considered as residents for tuition purposes.

SOURCE: Minutes of the Board of Regents 06-10-59, Page 289  
Legal Opinion from Richard Wood, General Counsel 12-09-80

#### H. Retention of Materials used in the Academic Evaluation of Students

Faculty members must decide either: (1) to retain custody for at least 30 days after the end of the semester of materials, such as examinations, term papers, and written or creative assignments, used in the academic evaluation of their students, or (2) to make reasonable efforts to return such materials to the student's custody.



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If a faculty member decides to retain custody of some or all of the materials used in the academic evaluation of a student, the faculty member must exercise reasonable care to maintain such materials for at least thirty days after notice of the student's final course grade has been transmitted from the appropriate campus.

This does not mean that the faculty member must retain such materials and records. The faculty member has the option of returning some or all of such materials to the student's custody. However, it is then the faculty member's responsibility to make reasonable efforts to insure that the materials are either given to the student personally or returned to the student by mail.

In any event, after the expiration of the aforementioned thirty-day period, the faculty member may dispose of the academic evaluation materials for any student who has not filed an appeal of his or her grade, or who has not been granted an extension of time for the filing of such an appeal, or who has not challenged the accuracy of his or her educational records under the Family Educational Rights and Privacy Act (FERPA).

Once a faculty member has been notified of a student's intent to file a grade appeal in a particular course, or once the appeal process has been initiated, or once a challenge has been initiated under FERPA, the faculty member is obligated to exercise extraordinary care for the materials in the faculty member's custody relating to that student's grade in that course, until such time as the appeal has been finally resolved.

It should be understood that the standards incorporated within this policy, including the thirty-day time frame, are minimum standards. Individual campuses, colleges or departments may, at their discretion, adopt more stringent policies for the retention of materials, provided such policies conform to the procedures outlined above.

SOURCE: Policy Memorandum Issued by Executive Vice President for Academic Affairs 10-13-81

Edits approved by the Executive Graduate Council 11-30-11

#### **IV. RULES FOR NON-TRADITIONAL WORKSHOPS, SHORT-TERM COURSES AND SPECIAL SEMINARS OFFERING GRADUATE CREDIT**

##### **A. Background**

From time to time arrangements are made to offer graduate credit in conjunction with a workshop or conference. In the past, there has been no consistent practice with respect to providing information in brochures or other material describing the requirements that must be met by a student who wishes to earn graduate credit for participation in the particular workshop or conference in question.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

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## B. Policy Statement

In all instances where graduate credit is offered for participation in a workshop or conference, all brochures and advertisements shall include a statement indicating if any additional requirements are necessary to receive credit and the name of a responsible contact person. All such brochures and advertisements must be approved by the campus Dean for Graduate Studies responsible for the program.

SOURCE: Policy issued by Executive Vice President for Academic Affairs 01-21-82  
Edits approved by the Executive Graduate Council 11-30-11

## C. Rules for all Non-Traditional Courses Offered for Graduate Credit by an Unit of the University of Nebraska

The following are rules for all non-traditional courses offered for graduate credit by any unit of the University of Nebraska. Individual campuses of the University may develop more detailed policies, but they must conform to the rules given below. The intent of these rules is to assure that all courses offered for graduate credit will meet all standards of quality prescribed by the Graduate College of the University of Nebraska.

### 1. General Rules

- a. Approval of all courses to be offered for graduate credit by any unit of the University of Nebraska is the responsibility of the appropriate campus Graduate Council or its designee. Recommendation for such approval shall be obtained, at a minimum, from the academic program, campus Graduate Council, and the campus Dean for Graduate Studies.
- b. The offering of an approved course shall be under the authority of the academic program.
- c. All courses shall be equivalent in the following respects:
  01. admission requirements for all students;
  02. grading system and evaluation standards;
  03. course requirements that allow for evaluation of student performance;
  04. access to faculty outside the scheduled course meetings for consultation;
  05. qualification of faculty; and
  06. reasonable access to materials, facilities, and support.

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## 2. Assignment of Credit Hours for Non-Traditional Credit Offerings

- a. Credit hours will be assigned according to the following minimum requirements regardless if it is called a course, a workshop, special topics, etc. For each hour of credit there needs to be at least 15 hours in-class instruction. The typical offering is 3 hours per day for 5 days per each graduate credit, i.e., 1 credit in 1 week, 2 credits in 2 weeks, etc.
- b. The other option is for a concentrated 3 day offering for one graduate credit. In this format, the duration of the course shall be at least one week greater than the number of credits offered except for a one credit offering, i.e., 1 credit over 1 week, 2 credits over 3 weeks, 3 credits over 4 weeks, etc.

SOURCE: Approved by the Executive Graduate Council 04-21-83

Revised and Approved by the Executive Graduate Council 02-20-92

Revision of Section IIB by Executive Graduate Council 04-21-94

Edits approved by the Executive Graduate Council 11-30-11

- D. Off-Campus Graduate Course Offerings. For all University campuses, any regularly scheduled campus course or approved online course (exclusive of non-traditional courses), taught by authorized graduate faculty of the University of Nebraska, can be considered for approval to be taught at an off-campus site without special course designation.

SOURCE: Executive Graduate Council Minutes 10-17-91

Edits approved by the Executive Graduate Council 11-30-11

## V. NON-GRADUATE FACULTY RULES FOR TEACHING GRADUATE COURSES

- A. Requirements of Non-Graduate Faculty to Teach Graduate Courses. Provided that all of the following requirements are met, a staff member who is not a member of the Graduate Faculty of the Graduate College may be permitted to teach graduate courses, direct masters theses, serve on or chair masters degree examining committees, and serve on doctoral supervisory committees:
  1. The staff member shall have the terminal degree and the rank of assistant professor or above.
  2. Permission must be obtained during the first four years of the staff member's faculty appointment and shall be effective only during that period.
  3. This permission must be recommended by the appropriate departmental or interdepartmental area graduate committee and approved by the campus Dean for Graduate Studies.

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4. The staff member meeting these requirements will not have a vote on the Graduate Faculty, nor hold any elected office in the Graduate College.

SOURCE: Executive Graduate Council Minutes 10-15-81

- B. Staff Member Graduate Credit. Unusual circumstances may arise in which a department wishes to assign, on a limited basis, the teaching of a course for graduate credit to a staff member who (1) is not a member of the Graduate Faculty and (2) does not qualify under the conditions of the Executive Graduate Council action of October 15, 1981. In such cases, special permission may be given by the campus Graduate Council. Such permission must be limited to a specific course or courses and must be effective only for a specific time period, not to exceed one semester. Any extension of the special permission must be approved by the Executive Graduate Council.

SOURCE: Executive Graduate Council Minutes 11-17-83

## **VI. GUIDELINES FOR GRADUATE PROGRAMS**

- A. Guidelines for Submission and Process of Evaluation of New or Modified Graduate Programs

1. Introduction

Evaluation of new graduate programs will emphasize the anticipated quality of the new program (as defined by faculty credentials, the content of the course of study, library and research resources, etc.), as well as the potential for the development of a high-quality program. Other aspects of the review will focus on the relationship of the proposed program to the overall mission of the campus, the resources that will be necessary to develop a program of high quality and the need for the program, both with respect to opportunities for future employment and with respect to the impact of the proposed program on existing campus or University-wide academic programs.

All new academic programs must be approved by the Board of Regents and the Nebraska Coordinating Commission for Postsecondary Education prior to their being established or offered. Requests for new graduate programs are initiated at the departmental, unit or program level. Each request is reviewed at several levels prior to submission to the Board of Regents for approval. For the purposes of this policy, the term “academic program” shall mean a degree, major, certificate, diploma or equivalent curriculum. Programs proposing new “Certificates in Course” should be handled in the same way as proposed new programs.

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## 2. Modification of Existing Programs

Programs undergoing significant modifications, which do not involve the establishment of a new degree, will be submitted to the appropriate campus Graduate Council, which, in consultation with the Dean for Graduate studies, will decide whether the changes are major or minor. Minor changes (i.e., items that do not have to go to the Board of Regents) will be reviewed only by the campus Graduate Council. Major changes (i.e., items that must go to the Board of Regents) may need to be treated in a manner similar to that for new proposals and should be forwarded to the Dean of the Graduate College for consideration. The Dean will then determine which procedures are applicable to the particular proposal.

## 3. Review Process for New Programs

The department or unit initiating a request for a new program should prepare a proposal providing the information outlined below, and any other material that might be of value in supporting the request, and should submit this information through appropriate campus channels to the campus Graduate Dean(s) for review by the campus graduate council.

It should be noted that proposals prepared according to these guidelines may be submitted to the Nebraska Coordinating Commission for Postsecondary Education in the same format, following approval by the Board of Regents. This will then avoid duplication of effort in preparing program submission materials that are duplicative, but with differing formats.

## 4. Program Proposal Format will follow the guidelines of the CCPE.

<https://ccpe.nebraska.gov/legal-and-regulatory>

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

## 5. Additional Considerations for the Formulation of Cooperative and Joint Degree Programs

- a. "Cooperative programs" shall refer to those academic program organizations whose primary home is a department or unit on one campus (UNL, UNO, UNMC, UNK), with formally affiliated graduate faculty from more than one campus. The formally affiliated graduate faculty may be from the same discipline department on another campus and provide one or more specialization options to the graduate program. Proposals for cooperative programs should be approved by the Graduate Council, campus Graduate Dean, and campus channels on the campus of the primary home department before submission to the Dean of the Graduate College.

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- b. “Joint programs” shall mean programs offered and administered jointly by more than one department or unit located on more than one campus. In terms of the governance of the graduate program, the units participate equally in a single graduate committee. For a joint program, students may apply to any campus offering the program and be awarded the diploma at the commencement at the campus of his or her choice.

Proposals for joint programs should be approved by the respective Graduate Councils, Graduate Studies Deans, and campus channels on all campuses which are to be offering the program before submission to the Dean of the Graduate College.

- c. A proposal for either a Cooperative or a Joint program should describe the rationale for the establishment of the program. Particular attention should be paid to the governance of the proposed program, including the composition of the Graduate Committee, the selection process for committee members and the overall coordination of the program. The proposal should also describe how faculty affiliated with the program will be identified and approved for participation in the program.
- d. Mechanisms should be described that facilitate the registration of students and the cross-campus development of curricula as the program is developed. The proposal should describe how students are provided with ready access to the core curriculum. The program description should also make clear the extent to which faculty or students will be required to travel between campuses to provide access to courses essential to the degree program.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

## B. EGC Review Cycle for Proposed New Graduate Programs

The Executive Graduate Council review of a proposed new program begins upon receipt of a proposal by the Office of the Executive Vice President and Provost, together with a list of nominees for external evaluation of the program after the campus Graduate Council has approved the proposal.

The outside review team is selected by the Dean or a designee, using the list of possible external reviewers. The Dean, or designee, is free to seek additional names from other sources, such as officers of professional societies in the discipline or distinguished faculty or administrators at other institutions.

The schedule for the outside review team is coordinated through the Office of the Executive Vice President and Provost. A package of materials, including the program proposal and any supplementary materials requested by the review sub-committee, and

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any materials describing the University (role and mission statements, catalogs, etc.) is assembled by the Office of the Executive Vice President and Provost and disseminated to the review team, along with a charge.

Review team members have an entry meeting with the Graduate College Dean, and subsequently meet with relevant campus Graduate Studies Dean(s), academic Dean(s), Vice Chancellors, program coordinators/directors, proposed program faculty, current and/or potential students, and community stakeholders. Review team exit interviews are held with the Executive Graduate Council and the Graduate College Dean.

The written consultant report is sent to the Dean, who then sends copies to the campus Dean(s) for Graduate Studies, academic Dean(s), academic Vice Chancellor(s), and Department Chairperson(s) or Program Director(s). The Graduate Studies Dean(s) shall prepare a response, and if substantial changes are suggested by the review team, the department, unit, or program should prepare an amended proposal and resubmit this to the campus graduate dean for eventual transmission to the Dean of the Graduate College and Executive Graduate Council.

The proposal shall be considered for the consent of the Council of Chief Academic Officers, and forwarded to the Executive Graduate Council. Assuming approval at each of these levels, the Executive Vice President and Provost will then forward the proposal to the Board of Regents requesting their approval. Finally, the program will be sent to the Nebraska Coordinating Commission for Postsecondary Education for its consideration. The program cannot be initiated until the Commission's approval is obtained.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

## C. Addendum – Details of Program Proposal Format

### 1. Descriptive Information

The proposal should provide the name of the institution proposing the program, the name of the program (major), the degrees/credentials to be offered in the program (MA, MS, Ph.D. etc.), the administrative units for the program (college, division, department, etc.), the date approved by the governing board, the proposed date the program will be initiated, and a concise description of the proposed program.

### 2. Abstracts of Proposal

The abstract should be a 1 to 2 page summary of proposed degree program. The abstract should stand alone without further reference to the body of the proposal. Abstracts are distributed to members of the Executive Graduate Council for informational use.

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### 3. Formulation of a Program and Preparation of a Self-Study Report

- a. **Centrality to Role and Mission.** In this section, refer to the institutional role and mission as defined in the Nebraska statutes and in the CCPE Comprehensive Statewide Plan for Higher Education. The language in the role and mission statements that refers to the types of instructional programs, degree levels, and subject areas is most relevant to program review. The report may also include references to more detailed role and mission statements adopted by the governing board, institution or administrative unit.
- b. **Consistency with the Comprehensive Statewide Plan.** In this section, refer to the relationship of the proposed program to priorities in the Comprehensive Statewide Plan not covered under other criteria (e.g., role and mission and need and demand).

01. **Program of Study.** Describe the proposed program of study and explain its structure, coherence, its objectives, and the plans to regularly review and revise the program to reflect new developments in the discipline. Identify any new courses that will be needed to implement the program and indicate the number of credit hours that will be required to complete it. Provide complete, detailed syllabi of all courses which will be included in the proposed program.

02. **Learning.** Describe the assessment of student learning plan for the proposed program, including the plans for using the data to improve the quality of the program. Examples of data that could be collected are retention and graduation rates, placement rates, employer surveys, graduate satisfaction surveys, results of licensing or certification exams, and other measures of student achievement.

03. **Accreditation.** Describe plans, if any, to seek specialized accreditation of the program. Regional accreditation status of the institution is usually not relevant to the quality or effectiveness of specific degree programs.

04. **Needs of Diverse Student Groups.** Include descriptions of any specific program-level or department-level initiatives or strategies, currently in place or planned, that are designed to enhance the recruitment, retention, and success of students from diverse backgrounds, including those from under-represented populations.

05. **Collaboration with Other Postsecondary Institutions.** Identify any collaborative agreements with other postsecondary institutions to expand the curriculum, to extend access to the program, or to insure that courses will be transferable. Describe the interactions that will take place with cognizant



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departments, units, and programs on all campuses. What participation will be required in terms of faculty in other programs? (Provide letters documenting willingness to participate and the type of interaction that will take place.)

06. Off-campus Delivery Sites and Distance Learning. Identify any plans to deliver the program to other sites using telecommunications or other means. Also identify any plans to use courses or materials produced by other institutions and provided by telecommunications technologies.

07. Partnerships with Businesses, Organizations, and Public Agencies. Identify any partnership agreements that will enhance the quality of the program or provide educational and practical experiences for the students. Are practica and internships readily available, for example? How will the quality of these practica and internships be evaluated and maintained?

#### 4. Evidence of Need

- a. **Constituency and Community Resources.** In this section include information about the need for this program in the community, the region, the state, or the nation. Include data, reports, or studies about the workforce needs of business, industry, and other employers in Nebraska and about the job opportunities for graduates. Explain any potential for the program to contribute to economic development in the service area or in the state. Describe the effect that the program will have on the department initiating it. If the program involves community participation (field experience, externships, preceptorships, visiting consultants), is there reason to expect support for the program and from what segments of the community will support come?
- b. **Impact on Existing Academic Community.** This section should thoroughly address the issue of unnecessary duplication. It should identify other similar programs offered in the state by public or private institutions, explain any differences among the programs, and explain why an additional program is needed at this time. Similar programs offered within the states that are members of the Midwestern Higher Education Compact and programs that are offered in contiguous states that are reasonably accessible to residents of Nebraska should also be identified. If similar programs exist, explain why those programs cannot meet the need for which the proposed program is designed. Documentation must be furnished that relevant departments or areas on all campuses have been given copies of the proposal and have been invited to prepare a written response to it.

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## 5. Evidence of Demand

This section should include information about the extent of student interest in the proposed program. Include studies, surveys, or other evidence about student demand. Are there adequately prepared students available for the program? What is the academic background of potential students? How many students are expected to enroll in the program in each of the first five years of operation? What is the minimum number of students required to make the program viable? What is the maximum number of students that could be accommodated with the resources committed to the program? Will the program be available to students from other states through the Midwestern Higher Education Compact?

## 6. Adequacy of Resources

- a. Faculty/Staff. Identify the number of faculty and staff required to implement the proposed program. Distinguish between full-time faculty in the major, the number of regular faculty from other majors who will teach courses in the proposed program, and the number of temporary, part-time faculty (adjuncts) who will teach courses. How many of the required faculty are currently employed by the institution? What are the credentials of the faculty (graduate faculty status, research productivity, experience in teaching or professional practice in the field)? Identify any additional administrative and support staff required, including graduate assistants, and identify the capacity in which they will serve.
  01. Resumes. Provide current curriculum vitae for every faculty member participating in the program.
  02. Projected Incremental Expenses. Complete the staffing section of Table 1: Projected Incremental Expenses.
  03. Summary of the Current Research Programs Available for Graduate Student Involvement.
- b. Library/Information Resources. This section should include information about the relevant library holdings and electronic information resources that are currently available. Will additional learning resources be needed? (Information about the rating of the library as a whole is useful, but is not a sufficient response. This section may also include information about interlibrary loan agreements with institutions that have similar programs.) Describe the resources that will be available to students and faculty through electronic technology and discuss the services provided to assure that students and faculty can access and use the information available through those resources. Complete the Library resources section of Table 1: Projected Incremental Expenses.

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- c. **Physical Facilities.** Describe the physical facilities, such as classrooms, laboratories and, offices that will be required for the program and describe how those resources will be provided. Identify any plans for renovating existing facilities, constructing new facilities, or leasing additional facilities for the proposed program within the next ten years. List other special consideration or facilities which are essential and available to the program. Complete the facilities section of Table 1: Projected Incremental Expenses.
  - d. **Instructional Equipment.** Describe any specialized equipment that will be needed for use in instruction and explain how the equipment will be provided. Special emphasis should be given to the availability of computers and other information technologies. If new equipment will be required, identify the source of funds for this equipment. Complete the equipment section of Table 1: Projected Incremental Expenses.
  - e. **Budget Projections.** What will it cost to initiate the program and maintain it? Are any planned expansions built into the overall format for starting the program? Where will the money come from for activating and maintaining the program? What will these increases cost? If federal or state funding is involved, what conditions or requirements are set for these funds? What is the length of the granting period? Complete Tables 1 and 2 showing the projected incremental expenses and the revenue sources for those expenses for the first five years of the program.

01. **Faculty.** If additional faculty will be required, specify why. Have those faculty lines been approved? What is the source of funds for these lines?

02. **Student Support.** What is the source of funding for the research programs? What is the source of support for graduate student stipends? What is the level and source of external funding of the faculty? Will these funds contribute to the graduate program? What support will be given to students and to educational requirements associated with student training (cost of visiting speakers, consultants, etc.)?

03. **Non-faculty Staff.** If the program requires additional non-faculty staff, describe the source of funds for these additional staff?

04. **Operating Funds.** Will additional operating funds be necessary? Source of these funds?

## 7. Summary of Responses to the Major Criteria

In this final section briefly summarize the proposal. The summary should recap the institution's responses to each of the major criteria such as consistency with role and mission, need and demand, and adequacy of resources. Include a time table for

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approval and introduction of courses and initiation of program and estimates of the anticipated admission, matriculation, and total enrollment during the initial five year period.

#### 8. Letter of Support From Administrators and Stakeholders

Supporting letters from administrators at the Departmental, College, and Campus levels should be included in the information transmitted to the Executive Graduate Council; letters from external stakeholders (potential employers and/or communities to be served) are also encouraged.

SOURCE: Approved by the Executive Graduate Council at their meeting on 05-01-1997.

Edits approved by the Executive Graduate Council on 04-25-2018

#### D. Process for Monitoring Graduate Program Reviews

Each graduate program must be periodically reviewed by the campus from which the program originates. Normally, the campus review of a graduate program occurs at the time of the review of the department which offers it. In cases of a program offered jointly, the process of periodic review (normally, every five-seven years) must be determined when the program is created. The Coordinating Commission also requires periodic review with specific data requirements of credit hours and number of degrees awarded.

The use of a standardized form for presentation of the program review summaries will facilitate the review of the programs and minimize the need for requesting additional information from departments for the Graduate Dean or the Coordinating Commission.

<https://ccpe.nebraska.gov/legal-and-regulatory>

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

#### E. Procedures for the Deletion or Consolidation of Graduate Programs

##### 1. Principles

The following principles should be considered in the deletion, consolidation, or contraction of graduate programs:

- a. The pursuit of graduate degrees is based fundamentally on the search for new knowledge.
- b. Graduate education provides basic principles which students may apply to unforeseeable challenges.

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- c. Teachers of graduate students should engage actively in research and in the dissemination of the results of their research.
  - d. In general, graduate programs cannot be considered independently. Many of the programs considered for deletion or consolidation are undergraduate or professional programs with a closely associated graduate program. A complex interrelationship frequently exists among the programs.
  - e. Reasons for deletion or consolidation may include lack of need or demand for graduates (local, state or national); substandard quality; lack of adequate faculty or decline in quality of faculty; lack of adequate library holdings, laboratories or physical facilities; unnecessary duplication; transfer of a department or unit between colleges; lack of adequate financial support or a financial exigency; substantial increase in cost to continue program; or substantial savings affected by consolidation.
  - f. The overall importance of each program must be considered within the context of the role and mission of each campus as promulgated by the Board of Regents.

## 2. Procedures

### a. Initiation of Deletion or Consolidation Proceedings

Proceedings may be initiated by a graduate program committee; a departmental Chairperson; an academic Dean; a campus Graduate Studies Dean; a campus Graduate Council; the Executive Graduate Council; an academic Vice Chancellor; a Chancellor; the Dean of the Graduate College; or the President.

### b. Notification of the Initiation of Deletion or Consolidation Proceedings

Any recommendation for deletion or consolidation shall be forwarded by the initiating party to graduate committee chairpersons of all affected graduate programs and the campus Graduate Council for consideration, review, and recommendation. The departmental Chairperson of the effected program; the academic Dean; the campus Graduate Dean; the Academic Planning Committee or its equivalent; the Executive Graduate Council; the academic Vice Chancellor; the Chancellor; and the Dean of the Graduate College shall also be notified of this action.

### c. Campus Review by Standing or Ad Hoc Groups

Any review concerning deletion or consolidation of graduate programs is most appropriately conducted at the campus level. These Procedures insure adequate representation by the campus Graduate Council, and appropriate consideration of the graduate component in any such review process, in accord

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with established campus procedures. If a standing committee is empowered by campus Bylaws or legal contract to conduct a review of all programs to be considered for such deletion or consolidation, then that committee should consider the full merits of the case made for deletion or consolidation of the identified graduate programs. If such a standing committee does not exist, any ad hoc review committee established by the Chancellor should include at least one representative of the campus Graduate Council and the campus Graduate Studies Dean. Either the standing or ad hoc review committee shall assure appropriate input from the campus Graduate Studies Dean, the campus Graduate Council, and the affected graduate programs on the status and quality of graduate programs it is reviewing.

d. Review by the Campus Graduate Council

The appropriate campus Graduate Council shall make a recommendation to the Executive Graduate Council with regard to the proposed deletion or consolidation. In order to do that, the campus Graduate Council must perform a review of the program if it considers other reviews and data to be inadequate. An outside team of visiting scholars may be requested to review a program that is proposed for deletion or consolidation. The team will be appointed by the campus Graduate Studies Dean in consultation with the academic Dean and Chairperson of the affected graduate program. The campus Graduate Council representative on any review committee shall report the results of deliberations on deletion or consolidation of graduate programs to the campus Graduate Council. After appropriate review, the campus Graduate Council shall submit its recommendation to the campus Graduate Studies Dean. The recommendation shall be forwarded to the Chancellor and the Graduate College Dean for transmission to the Executive Graduate Council; copies of the recommendation shall be forwarded to the Academic Planning Committee or its equivalent; the academic Dean; and the Academic Vice Chancellors.

e. Review by the Executive Graduate Council

The Executive Graduate Council shall receive the recommendation from the Dean of the Graduate College for review. The recommendation of the Executive Graduate Council will be forwarded to the Dean of the Graduate College for transmission to the President and the Board of Regents.

FURTHER INFORMATION: Consult next section for Guidelines.

SOURCE: Approved by the Executive Graduate Council 02-19-87, 2-19-97 and 04-25-2018

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## F. Guidelines for the Deletion or Consolidation of Graduate Programs

The Executive Graduate Council approved at its February 19, 1987, meeting the Procedures for the Deletion/Consolidation of Graduate Programs. The Executive Graduate Council adopted the following guidelines for the deletion/consolidation of graduate programs at its meeting on January 22, 1987. The Executive Graduate Council will utilize these guidelines in its evaluation of proposed deletion/consolidation of graduate programs, and urges that these guidelines be followed at the campus level. The reports of programs being reviewed should include the following information:

1. Brief Description of the Program
2. Statement of Need
  - a. Student demand.
  - b. External demand.
  - c. Number of graduate/year for last 5 years.
  - d. Current employment of graduates for last 5 years and other indicators of program quality.
  - e. Institutional need and impact on other graduate and undergraduate programs, departments or campuses.
3. Curriculum
  - a. Description of curriculum.
  - b. Special requirements.
  - c. Scheduling of courses for the last 5 years.
  - d. Current course syllabi.
  - e. Availability/quality of practica, internships, etc.
  - f. Duplicate or closely related course offerings at the department, campus, University-wide levels.
  - g. Dual-listed courses (graduate and upper-division undergraduate).

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4. Faculty
    - a. Narrative description summarizing expertise of the faculty.
    - b. Résumés including publications, current research activities and outside funding (grants, contracts, etc.), conferences attended and papers presented, other scholarly activity.
    - c. Possible reassignment, retraining or retirement of faculty and staff.
  5. Students
    - a. Number of students influenced by deletion/consolidation.
    - b. Level of progress of affected students.
    - c. Potential for transfer to other programs/departments.
    - d. Relative cost to students.
  6. Facilities
    - a. Laboratories/faculty offices.
    - b. Library holdings.
    - c. Other.
  7. Budget
    - a. Present cost of the program (budget).
    - b. Income of the program (grants, contracts, student tuition, fees, etc.)
    - c. Funds saved if the program is eliminated/consolidated.
    - d. Phase-out costs and time-line.

SOURCE: Approved January 22, 1987  
DATE OF LAST REVISION: January 1988



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## VII. GENERAL APPEAL PROCEDURES FOR ACADEMIC MATTERS CONCERNING GRADUATE STUDENTS

### A. Appeal of General Academic Matters Related to Student Programs

1. Graduate students holding admission with unclassified status in the Graduate College, admission with a master's objective, or admission with a doctoral objective (but prior to the appointment of a doctoral supervisory committee) should appeal as follows:
  - a. Initially, the appeal should be submitted to the student's adviser.
  - b. If denied, the appeal may be submitted to the Departmental or Interdepartmental Area Graduate Committee administratively responsible for the student's graduate program.
  - c. If denied, an appeal may be made to the Graduate Council for the campus administratively responsible for the student's graduate program. Normally, this will be the final appeals body (for exceptions, see Sections 5-7).
2. Graduate students holding admission with a doctoral objective in the Graduate College and for whom a doctoral supervisory committee has been appointed should appeal as follows:
  - a. Initially, the appeal should be submitted to the student's adviser.
  - b. If denied, the appeal may be submitted to the student's supervisory committee.
  - c. If denied, the appeal may be submitted to the Departmental or Interdepartmental Area Graduate Committee administratively responsible for the student's graduate program.
  - d. If denied, an appeal may be made to the Graduate Council for the campus administratively responsible for the student's graduate program. Normally, this will be the final appeals body (for exceptions, see Sections 5-7).
3. When a student's graduate program consists of registrations essentially or entirely on one campus, the Graduate Council of the campus administratively responsible for the program will constitute the appeal board. When a student's graduate program includes substantial registrations on a campus other than the one administratively responsible for the program, three members of the Graduate Council for the other campus will be designated by the Dean for Graduate Studies on that campus to augment the Graduate Council on the campus administratively responsible for the

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program. In this case, the augmented Council will constitute the appeal board. The decision concerning augmentation of a campus Graduate Council for a specific appeal involving registrations on a campus other than the one administratively responsible for the student's program will be made by the Deans for Graduate Studies on the campuses involved.

4. In all cases, appeals should be made in writing to the appropriate adviser, Committee, or Council.
  - a. In those cases where the appeal concerns graduate-level qualifying exams, comprehensive exams, or final oral exams, the following deadlines must be observed. It is the responsibility of the student to make reasonable efforts to ascertain the results of the examination within thirty days after its completion.
  - b. The initiation of the appeal, in writing, by the student must be filed within thirty days following the student's receipt of notification of the evaluation.
  - c. In those cases involving an appeal of termination of program, initiation of the appeal, in writing, by the student must be filed within thirty days following the student's receipt of the official written notification by the campus Office for Graduate Studies.
  
5. There is no absolute right of appeal to the Executive Graduate Council. The Executive Graduate Council will accept appeals only in those cases where in the exercise of its sole discretion it shall first find that one or more of the following grounds for accepting the appeal exist:
  - a. That the campus Graduate Council has violated some element of fair procedure (example: has failed to allow the parties concerned to present their cases fully to their campus Graduate Council);
  - b. That the campus Graduate Council has failed to examine or give adequate weight to important evidence relevant to one party's position;
  - c. That the campus Graduate Council has given undue weight to evidence not pertinent to the case; or
  - d. That some gross miscarriage of justice would be perpetrated if the decision of the campus Graduate Council is allowed to stand.

A decision by the Executive Graduate Council not to accept jurisdiction of an appeal shall be final and is not subject to further appeal.

- 
6. Appeals to the Executive Graduate Council must be made in writing and must specifically outline the grounds for the appeal. Such appeal must be made within 20 working days of the day the decision of the campus Graduate Council is received (working days shall not include those days the University is not in session).
    - a. The Executive Graduate Council must make a decision to hear the appeal or not to hear the appeal within 30 working days after receipt of the appeal. Acceptance or denial of jurisdiction over the appeal will be made in writing.
    - b. The decision of the Executive Graduate Council on the merits of the case will be made and transmitted to the concerned parties within 40 working days after the decision to hear the appeal.
  7. No person who was a member of the department or campus Graduate Council involved in the case will be eligible to participate in the decisions of the Executive Graduate Council either to decide whether the case should be heard or to decide the merits of the case. However, the Dean for Graduate Studies may replace members of the Executive Graduate Council not eligible for participation in the decision to hear the appeal or in the appeal itself.

#### B. Appeal of Grades in Graduate-Level Courses

Appeal of grades in graduate-level courses shall be made through the graduate student grade appeal procedures for the campus through which the grade was awarded. Students who believe their evaluation in a course has been prejudiced or capricious must first attempt to resolve the matter with the course instructor and then the department through which the course was offered. If the matter is not resolved, the student may file an appeal in writing to the campus Dean for Graduate Studies who shall inform the student of the grade appeal procedures approved by the Graduate Faculty or by their duly elected representative Graduate Council for that campus, and shall forward the appeal to the student-faculty committee or council which is designated to hear graduate-level course grade appeals on that campus. Since awarding grades in courses occurs at the individual campus level, the decision of the campus committee or council designated to hear the case on behalf of the campus Graduate Faculty shall be final and is not subject to further appeal.

SOURCE: Approved by the Executive Graduate Council 12-11-80  
Amended by the Executive Graduate Council 03-18-82

Denial of Admission. There is no right to due process hearing with respect to denial of admission of a graduate student. Therefore, there is no need for an appeal procedure for applicants for graduate programs.



Nomination for Graduate Faculty
University of Nebraska Graduate College

Graduate Faculty Responsibilities: The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees, and serve on supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental program.

Graduate Faculty Criteria: The following requirements for the nomination of Graduate Faculty were adopted by the Graduate Faculty to establish consistent standards for faculty members eligible for appointment to carry out these assignments.

- 1. The nominee must hold the rank of Senior Lecturer, Assistant Professor, or equivalent or above.
2. The nominee must hold the terminal degree normally accepted for academic employment in the discipline or its clear equivalent as determined by the Graduate Committee of the nominee's department/school or interdepartmental area.
3. The nominee will be actively involved in scholarly/creative activity and/or graduate teaching as part of his or her regular duties.
4. The nominee must have demonstrated clear evidence of continuing scholarly activity at the national level and potential beyond teaching. The evidence must be provided by the nominator.

I. IDENTIFICATION AND CONTACT INFORMATION

Name of Nominee \_\_\_\_\_ Personnel # \_\_\_\_\_
Department \_\_\_\_\_ Academic Rank \_\_\_\_\_
College or Division \_\_\_\_\_ Campus \_\_\_\_\_
Mailing Address \_\_\_\_\_ Office Phone \_\_\_\_\_
(Building, Room, Campus Zip)

II. HIGHEST DEGREE EARNED

Highest Earned Degree \_\_\_\_\_ Major Field \_\_\_\_\_
Year Conferred \_\_\_\_\_ Institution Granting \_\_\_\_\_

Title of dissertation (or thesis) for terminal degree:

Or

Description of other scholarly or creative project for terminal degree:

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If the highest degree earned, as described above, is not the degree normally considered terminal in the nominee's academic discipline, what is? \_\_\_\_\_ Describe in detail the basis on which this nominee is recommended as having the clear equivalent of that degree and provide supporting materials.

### **III. INVOLVEMENT WITH GRADUATE STUDENT RESEARCH AND GRADUATE TEACHING**

In what way(s) is the nominee to be actively involved with graduate student research?

In what department or interdepartmental area?

In what way(s) is the nominee to be actively involved with graduate teaching?

In what department or interdepartmental area?

### **IV. SCHOLARLY/CREATIVE ACTIVITY AND POTENTIAL BEYOND TEACHING**

What is the evidence of scholarly/creative activity and potential beyond teaching on the part of the nominee? (Attach separate sheet if necessary; may attach vita or other relevant reviews.)

- a. List publications, manuscripts, or creative works that have been submitted to and/or accepted by scholarly journals, presses, or other professional reviewers. Indicate whether the venue is refereed and give current status of the work (i.e., submitted, accepted, etc.).



## V. ENDORSEMENTS

I have seen and assent to material submitted, with the exception of those materials for which I have signed waivers of access.

### Nominee

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department or Area

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I am familiar with the training and abilities of the nominee and certify that he or she is fully qualified to carry out the responsibilities of a Member of the Graduate Faculty.

### Nominator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department or Area

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I certify that this nomination has been evaluated and recommended by at least 2/3 of the Graduate Faculty in the nominee's department or interdepartmental area or by other procedures in accord with Graduate College guidelines where applicable. Also, I am familiar with the training and abilities of the nominee and certify that he or she is fully qualified to carry out the responsibilities of a Member of the Graduate Faculty.

\_\_\_\_\_  
Graduate Faculty in this Department or Interdept. Area

Number recommending this nomination \_\_\_\_\_

Number opposing this nomination \_\_\_\_\_

Number abstaining \_\_\_\_\_

Number not voting \_\_\_\_\_

\_\_\_\_\_  
*Total number of Graduate Faculty in  
department or area (sum of above)*

### Graduate Committee Chair

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department or Area

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I endorse the nomination and certify that the nominee as part of his or her regular duties is to be actively involved in graduate student research and/or graduate teaching.

### Nominee's Department Chair

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Nominee's Dean or Director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approval/deferral:

#### Campus Dean for Graduate Studies

I approve this nomination.

I defer this nomination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Dean of the Graduate College

I approve this nomination.

I defer this nomination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



University of Nebraska

3835 Holdrege  
Lincoln, Nebraska 68583  
(402) 472-1201

Office of the General Counsel

January 18, 1979

Dr. Steven B. Sample  
Executive Vice President for Academic Affairs  
University of Nebraska  
Regents Hall  
Lincoln, Nebraska 68583

Re: Presiding Officer - Executive Graduate Council

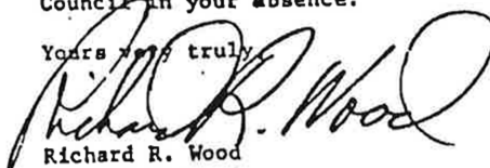
Dear Dr. Sample:

You have requested an opinion concerning the presiding officer of the Executive Graduate Council and who should preside at meetings of the Council in the absence of the presiding officer designated pursuant to the Bylaws of the Board of Regents.

Section 2.2 (g) of the Bylaws of the Board of Regents provides that the "Office of the Executive Vice President for Academic Affairs shall include an executive officer for graduate studies and research, who shall serve as the presiding officer of the University-wide graduate faculty and councils thereof." It is my understanding that you are serving in this executive officer position.

I have examined the document entitled University of Nebraska System-Wide Organization and Procedures for Administrative and Faculty Management of Graduate Studies. This document sets out the organization of the Executive Graduate Council and provides that you as the Executive Officer for Graduate Studies and Dean of the Graduate College will preside over the meetings of the Executive Graduate Council and faculty. However, there is no provision designating an officer of the University to preside over meetings of the Executive Graduate Council in your absence. Due to this fact and taking into consideration the authority delegated to you by Section 2.2 (g) of the Regents' Bylaws, it is my opinion that if you are unable to attend meetings of the Executive Graduate Council you have the authority and responsibility to designate which officer of the University will preside at meetings of the Council in your absence.

Yours very truly,



Richard R. Wood  
General Counsel

The University of Nebraska-Lincoln

The University of Nebraska at Omaha

The University of Nebraska Medical Center



# The University of Nebraska

GRADUATE COLLEGE

THIS DIPLOMA MAKES KNOWN THAT THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA UPON THE RECOMMENDATION OF THE GRADUATE FACULTY AND BY AUTHORITY OF THE STATUTES OF THE STATE HAS BY ITS OFFICERS SPECIALLY AUTHORIZED HERETO CONFERRED THE DEGREE

DOCTOR OF PLANT HEALTH

UPON

**ANDREA LEE SAMPLE**

WHO IS ENTITLED TO ENJOY ALL THE RIGHTS, HONORS AND PRIVILEGES PERTAINING TO THAT DEGREE

IN TESTIMONY WHEREOF WE HAVE HEREUNTO SUBSCRIBED OUR NAMES AND CAUSED THE SEAL OF THE SAID BOARD TO BE AFFIXED THIS FOURTEENTH DAY OF AUGUST, NINETEEN HUNDRED NINETY-NINE.



ATTEST:

*Carmen K. Mauer*  
CORPORATION SECRETARY OF THE BOARD

*Robert H. ...*  
CHAIRMAN OF THE BOARD

*David A. ...*  
PRESIDENT OF THE UNIVERSITY

THE UNIVERSITY OF NEBRASKA-LINCOLN

THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

THE UNIVERSITY OF NEBRASKA AT OMAHA

THE UNIVERSITY OF NEBRASKA AT KEARNEY

REISSUE OF DIPLOMA AUTHORIZED AUGUST 13, 2009

**EXPEDITED REVIEW OF CERTIFICATE PROGRAM**

Campus submitting proposal \_\_\_\_\_

Name of Proposed Certificate \_\_\_\_\_

Name of Existing Masters Program \_\_\_\_\_

Page in Bulletin Describing Existing Masters Program \_\_\_\_

Courses in Existing Masters Program	Masters Credit Hours	Certificate Credit Hours
<b>TOTAL</b>		

Lincoln, Nebraska  
March 29, 2018

The Board of Regents of the University of Nebraska met on March 29, 2018, at 11:08 a.m. in the board room at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1.

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on March 22, 2018.

Regents present:

Timothy Clare, Vice Chairman  
Hal Daub  
Paul Kenney  
Bob Phares  
Jim Pillen  
Robert Schafer, Chairman  
Bob Whitehouse  
Austin Partridge, University of Nebraska at Kearney  
Joe Zach, University of Nebraska-Lincoln  
Carlo Eby, University of Nebraska at Omaha

Regents not present:

Howard Hawks  
Carissa Lueck, University of Nebraska Medical Center

University officials present:

Hank M. Bounds, President  
Susan M. Fritz, Executive Vice President and Provost  
Carmen K. Maurer, Corporation Secretary  
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center and  
University of Nebraska at Omaha  
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln  
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney  
Christopher J. Kabourek, Interim Vice President for Business and Finance | CFO  
Stacia L. Palser, Interim Vice President and General Counsel  
Wendy D. Hind, Vice President for University Affairs  
Michael J. Boehm, Vice President of Agriculture and Natural Resources

**I. CALL TO ORDER**

**II. ROLL CALL**

The Board convened at 11:08 a.m. in the boardroom of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Attendance is indicated above.

**III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS**

Motion Moved by Kenney and seconded by Whitehouse to approve the minutes and ratify the actions of the regularly scheduled meeting on January 25, 2018.

Action Student Opinion: Voting Aye: Partridge, Zach, and Eby. Voting Aye: Daub, Kenney, Phares, Pillen, Schafer, Whitehouse, and Clare. Not present: Hawks and Lueck. Motion carried.

Chairman Schafer announced the location of the Open Meetings Act in the board room.

**IV. KUDOS**

**Regent Whitehouse presented a KUDOS award to Courtney Frost**, Administrator in the Surgery-Plastic and Reconstructive Department at the University of Nebraska Medical Center.

**Regent Eby presented a KUDOS award to Sarah Burke**, Sustainability Coordinator at the University of Nebraska at Omaha.

**Regent Partridge presented a KUDOS award to Traci Gunderson**, Assistant Director of International Recruitment, Marketing and the English Language Institute at the University of Nebraska at Kearney.

**Regent Zach presented a KUDOS award to Donelle Moormeier**, Staff Assistant in the Department of Communication Studies at the University of Nebraska-Lincoln.

**V. RESOLUTIONS OF RECOGNITION**

Regent Kenney presented the following resolution

**WHEREAS**, Carlo Eby has served with distinction as a member of the University of Nebraska Board of Regents and President of the University of Nebraska at Omaha Student Government for the 2017-18 term; and

**WHEREAS**, during his time as a student at UNO, Regent Eby has held multiple campus leadership positions beyond President/Regent including College of Business Administration Senator, Speaker of the Senate, and Treasurer; and

**WHEREAS**, in all of his leadership roles, especially as a member of the University of Nebraska Board of Regents, Regent Eby has emphasized transparency and worked to communicate all decisions made by the Board of Regents in an open manner; and

**WHEREAS**, Regent Eby, as president, testified before the Unicameral's Appropriations Committee on behalf of all Nebraska University system students to advocate for the benefits and impact of higher education in the state of Nebraska; and

**WHEREAS**, during his term as President, Regent Eby led UNO's Student Government with transparency, hard work, and a focus on accountability; and

**WHEREAS**, through responsible leadership, attention to detail, and critical questioning, Regent Eby has gained the admiration and respect of UNO administration, faculty, staff, and students;

**NOW, THEREFORE, BE IT RESOLVED**, that the University of Nebraska Board of Regents commend Regent Carlo Eby for his outstanding service and his dedication to the University of Nebraska, and wish him success in all of his future undertakings.

Regent Daub presented the following resolution

**WHEREAS**, Student Regent Joe Zach has served with distinction as a member of the University of Nebraska Board of Regents and President of the Association of Students of the University of Nebraska (ASUN) since April 2017; and

**WHEREAS**, Regent Zach has worked with students and administrators to improve University policies involving freedom of expression, diversity and inclusion, and academic success; and

**WHEREAS**, Regent Zach worked with students and University Health Center staff to increase the accessibility and outreach of mental health services on campus; and

**WHEREAS**, Regent Zach represented University of Nebraska-Lincoln students in advocacy efforts at the local, state, and federal levels discussing topics such as campus safety, college affordability, and research initiatives; and

**WHEREAS**, Regent Zach has served on the Executive Committee of the Board of Regents; and

**WHEREAS**, through thoughtful and reflective leadership, Regent Zach has worked tirelessly to represent the University of Nebraska-Lincoln's 26,000 students to the best of his ability;

**NOW, THEREFORE, BE IT RESOLVED**, that the University of Nebraska Board of Regents expresses sincere appreciation for Regent Joe Zach's dedicated service and effective leadership as a member of the board, and wishes him well in all his future endeavors.

Regent Pillen presented the following resolution

**WHEREAS**, Austin Partridge has served with distinction as a member of the University of Nebraska Board of Regents and President of the Associated Students of the University of Nebraska at Kearney; and

**WHEREAS**, during his term of office, Austin Partridge earned and maintained a high level of confidence and popularity among students; and established a high level of respect between the President and Cabinet of the Associated Students and the University Chancellor and administrative leadership; and

**WHEREAS**, Regent Partridge led efforts to incorporate maximum student input in Nebraskan Student Union renovation plans including increased access, food court attractions and parking; and in potential renovations to Calvin T. Ryan Library including aesthetic and technology updates; and

**WHEREAS**, Regent Partridge promoted and participated in important campus-wide service events such as the annual “Play It Forward” charity event that reached new levels of participation and success in support of Kearney’s Crossroads Homeless Shelter; and “The Big Event” volunteer initiative that engaged 600 students and 40 job sites as an expression of gratitude to the greater Kearney community; and

**WHEREAS**, Regent Partridge took an important stand for state investment in the University of Nebraska by promoting passage of, and gathering more than 1,000 signatures for, a Student Government Resolution in support of higher education; and then by encouraging students to reach out on an individual basis to legislative leaders; and

**WHEREAS**, through honest, inspirational and ambitious leadership; loyalty to and promotion of the University; ambitious goal-setting and focus on the long-term as well as the present; and professional interaction across all sectors of the campus;

**NOW, THEREFORE, BE IT RESOLVED**, that the University of Nebraska Board of Regents expresses its sincere appreciation for the exemplary contributions of Regent Austin Partridge during his term of office and wishes him well in the promising future that awaits him.

Regent Phares presented the following resolution during the committee presentations, prior to the start of the Board meeting

**WHEREAS**, Carissa Lueck has served as a member of the University of Nebraska Board of Regents and as President of the University of Nebraska Medical Center Student Senate during the 2017-2018 term;

**WHEREAS**, Regent Lueck represented herself, her institution and her fellow students with dignity and integrity during board meetings and events, and has served as a vocal and unwavering advocate for students throughout the NU system;

**WHEREAS**, Regent Lueck, in her role as UNMC Student Senate President, welcomed the addition of liaison students from UNMC campuses in Scottsbluff, Kearney, Norfolk and Lincoln – for the first time ever – to join senate meetings, enabling greater collaboration and increased interaction and input from students on these campuses;

**WHEREAS**, Regent Lueck organized three blood drives for the American Red Cross, which led to the collection of more than 160 units of blood; collaborated with the Student

Delegates to write letters to legislators; presented faculty and student awards for excellence; and created a liaison position for the library and the emerging professionals program;

**WHEREAS**, Regent Lueck hosted a presentation geared toward students on implicit bias;

**WHEREAS**, Regent Lueck, in her role as UNMC Student Senate president, helped organize a variety of social events for students including a leadership luncheon, the #IamUNMC BBQ, bowling night, volunteer day, and hosted the Pancake Man before finals each semester;

**NOW, THEREFORE, BE IT RESOLVED**, that the University of Nebraska Board of Regents expresses its sincere appreciation for the outstanding contributions and dedicated service of Regent Carissa Lueck during her term on the Board and wishes her success in all of her future endeavors.

Resolutions Adopted      There being no objection, the above resolutions were approved and adopted by the general consent of the Board.

Chairman Schafer recognized the outgoing Faculty Senate Presidents: Claude Louishomme, Associate Professor, University of Nebraska at Kearney; Sarah Purcell, Extension Educator, University of Nebraska-Lincoln; Ann Anderson Berry, Associate Professor, University of Nebraska Medical Center; and Laura Grams, Associate Professor, University of Nebraska at Omaha.

**VI.                    HEARINGS**

None

**VII.                   PUBLIC COMMENT**

None

**VIII                   UNIVERSITY CONSENT AGENDA**

Motion                   Moved by Eby and seconded by Daub to approve item VIII-A-1

**A.    ACADEMIC AFFAIRS**

VIII-A-1                President's Personnel Recommendations

Action                   Student Opinion: Voting Aye: Partridge, Zach, and Eby. Voting Aye: Daub, Kenney, Phares, Pillen, Schafer, Whitehouse, and Clare. Not present: Hawks and Lueck. Motion carried.

**IX. ADMINISTRATIVE AGENDA**

**B. BUSINESS AFFAIRS**

Motion Moved by Phares and seconded by Daub to approve item IX-B-1

University of Nebraska

IX-B-1 Approve the selection of the four-year Architect/Engineer firms for term contracts from May 1, 2018 to April 30, 2022

There was discussion

Action Student Opinion: Voting Aye: Zach, Eby, and Partridge. Voting Aye: Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, and Daub. Not present: Hawks and Lueck. Motion carried.

Motion Moved by Phares and seconded by Pillen to approve item IX-B-2

University of Nebraska Medical Center

IX-B-2 Authorize the President, in consultation with the Chancellor and Board of Regents Chairman, to approve and execute change orders for the Global Center for Advanced Interprofessional Learning to be constructed at the University of Nebraska Medical Center

There was discussion

Action Student Opinion: Voting Aye: Eby, Partridge, and Zach. Voting Aye: Phares, Pillen, Schafer, Whitehouse, Clare, Daub, and Kenney. Not present: Hawks and Lueck. Motion carried.

**C. FOR INFORMATION ONLY**

IX-C-1 University of Nebraska Strategic Planning Framework

IX-C-2 University of Nebraska Strategic Framework Accountability Measures

IX-D-3 Calendar of establishing and reporting accountability measures

IX-C-4 University of Nebraska Strategic Dashboard Indicators

IX-C-5 Board of Regents agenda items related to the University of Nebraska Strategic Framework

**D. REPORTS**

IX-D-1 Quarterly Personnel Report for the period October, November, December 2017

IX-D-2 Renaming the Bachelor of Arts in General Science to the Bachelor of Science in General Science in the College of Arts and Sciences at the University of Nebraska at Omaha



- IX-D-3 Status report on Fire Safety and Protection
- IX-D-4 Members of the University of Nebraska Project Review Board Pool
- IX-D-5 Naming of selected rooms within the College of Nursing-Lincoln Division
- IX-D-6 Naming room 214 in Bessey Hall the “Jerome J. Wright and Alumni Computation and Visualization Laboratory” at the University of Nebraska-Lincoln
- IX-D-7 Intermediate Design Report on the Otto Olsen Building Replacement at the University of Nebraska at Kearney
- IX-D-8 University of Nebraska-Lincoln Mabel Lee Hall Replacement Building
- IX-D-9 Strategic Framework Report on Entrepreneurship [5-d]
- IX-D-10 Strategic Framework report on Workforce Opportunities and Academic Program Alignment [3-h-i & iii]
- IX-D-11 Revisions to rules and regulations for faculty and student self-government organizations: Amendments to the University of Nebraska at Kearney College of Education Constitution and Bylaws to (1) create the new standing committee: Technology Committee, and (2) formalize compliance with system process for approval of amendments.

Chairman Schafer accepted the reports on behalf of the Board.

**X. ADDITIONAL BUSINESS**

None

**ADJOURNMENT**

There being no further business, the meeting was adjourned by Chairman Schafer at 11:50 a.m.

Respectfully submitted,

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Carmen K. Maurer  
Corporation Secretary

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Robert M. Schafer  
Chairman of the Board