



Board of Regents Meeting

University of Nebraska Medical Center

Wigton Heritage Center

528 South 42nd Street

Omaha, Nebraska 68198

Thursday, October 5, 2023

9:00 a.m.

Board of Regents Meeting

October 5, 2023

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**AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
University of Nebraska Medical Center
Wigton Heritage Center
528 South 42nd Street
Omaha, Nebraska 68198
Thursday, October 5, 2023
9:00 a.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON AUGUST 25, 2023
- IV. PRESENTATIONS
University of Nebraska Medical Center Update
 - *Jeff Gold, Chancellor*
 - *Katie Schultis, Student Body President/Regent*
 - *Pam Boyers, Associate Vice Chancellor, iEXCEL*
 - *Sunil Hingorani, Director, Pancreatic Cancer Center of Excellence*
 - *Ann Anderson Berry, Executive Director, Child Health Research Institute*
- V. KUDOS
 - Rashawn Harvey, University of Nebraska at Kearney*
 - Matthew Dwyer, University of Nebraska-Lincoln*
 - Giovanni Jones, University of Nebraska Medical Center*
 - Huai-Mei Furman, University of Nebraska at Omaha*
- VI. RESOLUTIONS
- VII. HEARINGS
- VIII. PRESIDENT'S REMARKS
- IX. 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 three minutes to make their remarks.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 1. President's Personnel Recommendations, Addendum X-A-1

- B. BUSINESS AND FINANCE
 - 1. Approval to engage FORVIS, LLP to provide audit services for Nebraska Public Media for fiscal year 2023, Addendum X-B-1
 - 2. Approval to execute standard Guaranteed Maximum Price (GMP) contract for the UNMC College of Dentistry Building Modernization Project, Addendum X-B-2

- XI. UNIVERSITY ADMINISTRATIVE AGENDA
 - A. ACADEMIC AFFAIRS

 - B. BUSINESS AND FINANCE
 - University of Nebraska System
 - 1. Adopt Regents Policy 6.3.4 and establish the University of Nebraska Building Renewal Fund, Addendum XI-B-1
 - University of Nebraska-Lincoln
 - 2. Approve Program Statement for the Memorial Stadium Improvement Project at UNL, Addendum XI-B-2
 - 3. Approve waiver of Regents Policy 6.3.6 to authorize work to commence on the Infrastructure Phase prior to Intermediate Design Review, Addendum XI-B-3
 - 4. Approve amendment to a professional services contract with the Nebraska Philanthropic Trust for services relating to the Memorial Stadium Improvement Project, Addendum XI-B-4 **REVISED ATTACHMENT**
 - 5. Approve the appointment of Rodney Bennett and reappointment of Larry Miller and Bob Wilhelm as members of the “Class C” Directors of the NICDC Board of Directors for three-year terms ending June 30, 2026; and approve the Amended and Restated Articles and Bylaws of NICDC, Addendum XI-B-6
 - 6. Approve request to convert the Halleck Farm Quasi-Endowment into an unrestricted fund to allow increased funding support for the Feedlot Innovation Center Project at the Eastern Nebraska Research, Extension, and Education Center (ENREEC) at UNL, Addendum XI-B-7
 - University of Nebraska Medical Center
 - 7. Approve waiver of Regents Policy 6.3.6 relating to project sequencing for Project Health at UNMC, Addendum XI-B-8
 - 8. Approve Program Statement for the Saddle Creek Campus Research Component of the CORE Building at UNMC, Addendum XI-B-9
 - 9. Approve acquisition of real property located at 414 South 40th Street and 3910 Dewey Avenue in Omaha, Nebraska, Addendum XI-B-10
 - University of Nebraska at Omaha
 - 10. Approve amendments to the Property Management Agreements with Scott Residential Management LLC for the student residence complexes known as Scott Village and Scott Court at UNO, Addendum XI-B-11

 - C. PRESIDENTIAL SEARCH
 - 1. Adopt resolution relating to Core Leadership Pillars, Addendum XI-C-1
 - 2. **Approve selection of Academic Search as the executive search partner for the Presidential Search, Addendum XI-C-2**

 - D. FOR INFORMATION ONLY
 - 1. Amendment to Section 3.4.3.3 of the *Bylaws of the Board of Regents* relating to Parental Leave, Addendum XI-D-1

E. REPORTS

1. Quarterly and Annual Personnel Reports, Addendum XI-E-1
2. Report on FY2022-23 Leaves of Absence, Addendum XI-E-2
3. Report on 2023 review of Academic and Research Centers, Addendum XI-E-3
4. Report on Five-Year Strategy Accountability Measures, Addendum XI-E-4
5. Report on President's approval of budget category reallocation for Durham Science Center Renovation Project at UNO, Addendum XI-E-5
6. Report on President's approval of budget category reallocation for Health and Kinesiology LB384 Renovation for REACH Project at UNO, Addendum XI-E-6
7. Report on President's approval of budget category reallocation for Enterprise Technology Services and Data Solutions Renovation, Addendum XI-E-7
8. Report on President's approval of budget category reallocation for Kimball Recital Hall LB384 Renovation Project at UNL, Addendum XI-E-8
9. Report on President's approval of budget category reallocation for Scott Engineering Center Renovation and Link Replacement Project at UNL, Addendum XI-E-9
10. Report on Service Agreement between Nebraska Athletics and Nebraska Medicine, Addendum XI-E-10
11. Report on bids and contracts, Addendum XI-E-11
12. Quarterly Report on gifts, grants, contracts, and bequests, Addendum XI-E-12
13. Quarterly Report on status of construction projects, Addendum XI-E-13
14. Report on naming of the footbridge at the Maxwell Arboretum as the "Bud Dasenbrock Memorial Bridge" at UNL, Addendum XI-E-14

XII. ADDITIONAL BUSINESS



BOARD OF REGENTS AGENDA ITEM SUMMARY

October 5, 2023

AGENDA ITEM: Consent Agenda

Review Review + Action Action Discussion

This is a report required by Regents' policy.

PRESENTERS: Ted Carter, President

PURPOSE & KEY POINTS

Academic Affairs

1. President's Personnel Recommendations

Section 3.2 of the *Bylaws of the Board of Regents* provides that appointments to the positions of Vice Chancellor, Dean, and equivalent ranks, shall be made by the President, subject to approval by the Board. Approval of the following appointment is recommended.

- Deanna Anderson as Vice Chancellor (Special) for Student Affairs at UNL, effective September 5, 2023 (\$267,000, FY, 1.00 FTE).

Business and Finance

1. Approval to engage FORVIS, LLP to provide audit services for Nebraska Public Media for fiscal year 2023

Pursuant to the federal Communications Act, business relating to Nebraska Public Media (KUON-TV) must be conducted at public meetings of the Board of Regents. The attached request seeks approval to engage FORVIS, LLP to provide audit services for Nebraska Public Media for fiscal year 2023.

2. Approval to execute standard Guaranteed Maximum Price (GMP) contract for the UNMC College of Dentistry Building Modernization Project

See attached.

PRESIDENT'S RECOMMENDATION

The President recommends approval of the Consent Agenda.

FORVIS

1248 O Street, Suite 1040 / Lincoln, NE 68508

P 402.473.7600 / F 402.473.7698

forvis.com

August 3, 2023

Mr. Randal Hansen
Chief Financial Officer
Nebraska Public Media
1800 North 33rd Street
Lincoln, Nebraska 68503

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Audit Services for the year ended June 30, 2023
Nebraska Educational Telecommunications Commission
University of Nebraska Television Department
Nebraska Public Media Foundation
- Tax Services for the year ended June 30, 2023
Nebraska Public Media Foundation
- Attestation Examination Services for the year ended June 30, 2023

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fee for our services will be as follows:

Audit and Attestation Services for the Year Ended June 30, 2023

Nebraska Educational Telecommunications Commission	\$ 32,000
University of Nebraska Television Department	\$ 24,000
Nebraska Public Media Foundation	\$ 24,000

Tax Services for the Year Ended June 30, 2023

Nebraska Public Media Foundation	\$ 4,160
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In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services, which will not exceed \$2,525.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 96, including:
 - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets

- Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
- Documenting any changes from your previous IT subscription recognition and reporting methods
- Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS,LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Nebraska Public Media.

DocuSigned by:
 BY Randal P. Hansen, Chief Financial Officer
A83499372F49447...
 Randal P. Hansen, Chief Financial Officer

DATE 8/3/2023

Scope of Services – Audit Services

We will audit the following financial statements and related disclosures for the following entities:

Nebraska Educational Telecommunications Commission, an Instrumentality of the State of Nebraska, and the University of Nebraska Television Department, a Department of the University of Nebraska, as of and for the year ended June 30, 2023

- Statements of net position and related statements of revenues, expenses, and changes in net position and cash flows

Nebraska Public Media Foundation as of and for the year ended June 30, 2023

- Statements of financial position and related statements of activities and cash flows

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

We will also express an opinion on whether the combining schedules of the Nebraska Public Media Foundation ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Preparing Form 990 for Nebraska Public Media Foundation

Amy Shreck, Partner, is responsible for supervising the engagement and authorizing the signing of the report for the Nebraska Public Media Foundation. Chris Lindner, Partner, is responsible for supervising the engagement team and authorizing the signing of reports for the University of Nebraska Television Department and the Nebraska Educational Telecommunications Commission.

We will issue a written reports upon completion of our audits, addressed to the following parties:

Entity Name	Party Name
Nebraska Educational Telecommunications Commission	Board of Commissioners
University of Nebraska Television Department	Board of Regents
Nebraska Public Media Foundation	Board of Directors

The following apply for the audit services described above:

Our Responsibilities We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and

- component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit.
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Supplementary
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Preserving Future
Independence**

Our performance of certain nonattest services may not be permitted under the SEC and PCAOB independence rules, to which we are not currently subject. Accordingly, if we perform services that are not permitted under those rules, you would not be permitted to use our reports in a registration statement or other document requiring compliance with those rules.

You agree to inform us promptly if you are considering any future public offering of securities, use of our reports to comply with the Investment Advisers Act custody rule, or other action that would necessitate our future compliance with the independence rules of the SEC and PCAOB.

Scope of Services – Tax Services

We will prepare the returns and reports listed below. If there are other tax returns you expect us to prepare, please inform us as soon as possible.

Nebraska Public Media Foundation for the year ended June 30, 2023

- Forms 990, Return of Organization Exempt from Income Tax

The contract signer represents they are the individual responsible for the tax matters of all entities listed in the Schedule of Tax Deliverables and have the authority to enter into this agreement on behalf of each of these entities.

Complexities and uncertainties related to various provisions of new laws, the continued issuance of guidance by governmental authorities, and ongoing revisions to reporting requirements by the IRS may affect our services. Our fees do not consider additional efforts driven by these developments, and fees will be billed based upon the time, skills, and resources required.

In order to ensure there is adequate time for us to complete your returns by the due date, the information needed to complete the returns must be received no later than three weeks before the federal return due date.

If you would like for us to apply for extensions of time to file tax returns on your behalf, you must notify us of this request at least one week prior to the original tax return due date.

In the case of extended returns, the information needed to complete your tax returns must be received no later than three weeks before extended due date.

Tax returns will be prepared from information you furnish to us. We will not audit, or otherwise verify, any information you provide, although we may ask you to clarify or provide additional information where warranted by the rules and standards applicable to us as tax preparers.

We are not responsible for detecting defalcation, irregularities, fraud, or errors perpetrated or caused by others, should any exist. Nor are we responsible for any internal control deficiencies or supervision of your employees, if applicable.

Unless we are specifically advised otherwise by you, we will rely upon information reflected in tax returns which were not prepared by us and on any other information provided by another tax return preparer as being accurate. You agree we are not responsible for the completeness and accuracy of such information or the results of any reliance thereon.

The following apply for the tax services described above:

Filing Requirements

You may be required to file returns in additional jurisdictions, and you are ultimately responsible for meeting your filing requirements. We are not responsible for any returns other than those listed in the contract. However, we are available for consultation regarding your filing responsibilities.

This engagement does not include any tax services not specifically listed in the contract. However, upon your request, we would be pleased to research and/or consult with you regarding other tax matters, such as proposed or completed transactions or projections. A separate contract or addendum may be required for significant or nonroutine tax consulting projects. We will render additional invoices for such services based upon the time, skill, and resources, including use of our proprietary information required to complete the services.

FinCEN Form 114 Generally, all U.S. persons are required to file FinCEN Form 114, *Report of Foreign Bank and Financial Accounts* (FBAR), annually if they have a financial interest in or signature authority over financial accounts, including bank, securities, or other types of financial accounts, in a foreign country and the aggregate value of these financial accounts exceeded \$10,000 at any time during the calendar year. Failure to file an FBAR when required may potentially result in civil penalties, criminal penalties, or both.

Unless our contract indicates otherwise, we have not been engaged to prepare your FBAR. However, upon your request, we are available to assist you in meeting this filing obligation. A separate addendum to this contract will be issued to document your request and our acceptance of this additional service. If you wish to engage us to assist with your FBAR filing, additional fees will apply. It is your responsibility to inform us of all financial interests in or signature authority over foreign financial accounts.

Your Responsibilities

Management has the final responsibility for the returns and representations therein and, therefore, should review them carefully before signing. Management is also responsible for timely filing of returns and timely payment of any amounts due.

You acknowledge that we are prohibited from transmitting any electronic tax return until we have received the appropriate Form 8879 IRS e-file Signature Authorization and any similar state and local equivalent authorization from you.

If an extension of time is required, any tax that may be due with your return(s) must be paid with that extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, canceled checks, and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of your returns to a taxing authority.

As a not-for profit entity, you are also responsible for:

- Maintaining required transfer pricing information. Your transactions with related parties are subject to the transfer pricing rules of IRC §482, Allocation of Income and Deductions Among Taxpayers, which require that such transactions are conducted in an arm's-length manner
- Determining the appropriate salary or wage to pay employees and the appropriate classification of individuals as either employees or independent contractors

Taxing Authorities

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to assist you and will render additional invoices for the time and expenses incurred.

Tax Positions & Transactions

We will be available during the course of the engagement to answer your questions, provide relevant tax information, and render advice relating to your tax positions. Our advice is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update our advice or

deliverables after the conclusion of the engagement for subsequently enacted legislative or administrative changes or future judicial interpretations.

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is sufficient support for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return and will follow the position you request. You are responsible for making all decisions regarding tax positions on your returns. Notwithstanding anything to the contrary, we will not be required to take any position which might subject us to a tax return preparer penalty; we will advise you of the same, and we reserve the right to withdraw from this engagement if you wish to continue to take such tax position. In the event of our withdrawal, you shall continue to be responsible and obligated to pay our fees through the date of withdrawal.

If you wish to take a tax position based upon the advice of another tax advisor, you agree upon our request to obtain a written statement from the advisor confirming that the position should meet the "reasonable basis," "substantial authority," or "more likely than not" standard, as applicable.

We offer additional services such as R&D credit, transfer pricing, and other studies to assist you with evaluating and documenting specific return positions. Unless otherwise stipulated in this contract, such services are not part of this engagement but may be incorporated upon your written request and our written consent to do so.

Penalties

The law provides for a penalty as high as \$200,000 per transaction for failure to adequately disclose certain transactions the U.S. Department of Treasury designates as "reportable transactions." Information on reportable transactions, including links to the specific transactions identified, may be found on the IRS website (<https://www.irs.gov/businesses/corporations/abusive-tax-shelters-and-transactions>), or you may request a listing of transactions from us. Unless notified in writing, we will prepare your return with the assumption you have not engaged in any reportable transaction.

The law provides other penalties that may be imposed when taxpayers understate their tax liability or fail to timely file or pay.

Scope of Services – Attestation Examination Services

We will examine the written assertions about the Corporation for Public Broadcasting (CPB) Annual Financial Report (AFR) Schedules for Non-Federal Financial Support made by the management of the University of Nebraska Television Department and Nebraska Educational Telecommunications Commission as of and for the year ended June 30, 2023.

The objective of our examination is the expression of an opinion in a written report about whether the subject matter is in accordance with the criteria, in all material respects.

The criteria to be used consist of CPB's Fiscal Year 2023 Financial Reporting Guidelines.

Chris Lindner is responsible for supervising the engagement and authorizing the signing of the report or reports.

Our reports are intended solely for the information and use of the University Board of Regents, the Commissioners of the Nebraska Educational Telecommunications Commission, management, and the Corporation for Public Broadcasting and are not intended to be and should not be used by anyone other than these specified parties.

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

Limitations & Fraud

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

**Written
Representations**

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be

requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not

apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in that exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.
23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate

this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication,

as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FORVIS, LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Limited Liability Partnership**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1120 South 101st Street, Suite 410

6 City, state, and ZIP code
Omaha, NE 68124

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	4	-	0	1	6	0	2	6	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 6/1/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve and authorize execution of standard Guaranteed Maximum Price (GMP) contract for the UNMC College of Dentistry’s Building Modernization Project at the University of Nebraska Lincoln’s East Campus.

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents’ policy.

PRESENTERS: Jeff Gold, UNMC Chancellor
Anne Barnes, UNMC Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The College of Dentistry’s Building Modernization Project includes use of the Construction Manager at Risk (CMR) delivery method. Hausmann Construction was selected as the CMR through a competitive qualification-based selection process in accordance with Board of Regents policies.

GMP contracts will be in the standard form and executed only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP contracts will be reported through the standard contract reporting process.

Project Budget	\$14,000,000
GMP Amendment Budget	\$8,627,595

BACKGROUND INFORMATION

On June 23, 2022, the Board of Regents approved the utilization of LB384 funding to complete the UNMC College of Dentistry’s Building Modernization Project at the University of Nebraska Lincoln’s East Campus.

Authority to approve and execute construction contracts in excess of \$5,000,000 is reserved by the Board of Regents.

RECOMMENDATION

The President recommends approval of the contract.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Adopt Regents Policy 6.3.4 and establish the University of Nebraska Building Renewal Fund

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Chris Kabourek, Senior Vice President | CFO

PURPOSE & KEY POINTS

The Building Renewal Fund will support the long-term stewardship of the University's facilities. The Fund allows the University to prepare long-term capital renewal plans and manage these financial resources holistically across the University of Nebraska System. Further, establishment of the Fund fulfills the requirements of Neb. Rev. Stat. § 85-421

The Building Renewal Fund will be established within the Office of the Vice President for Business and Finance and provide funding for approved capital renewal projects across the University of Nebraska System. The program will be managed in a manner consistent with the Board of Regents' Capital Planning and Development Policy (RP-6.3.6).

The Fund was established with an initial \$2 million deposit as part of the University's FY2023-24 operating budget approved by the Board of Regents on June 22, 2023 (BRUN, Minutes, 76, p. 214). The policy would direct the President and the Vice President for Business and Finance to increase the annual allocation to the Fund by at least \$2 million per year until the Fund has a minimum annual budget of \$64 million. Any changes to this funding plan would require approval by the Board of Regents.

The Vice President for Business and Finance will develop five-year capital renewal plans based on the Fund's forecasted value. These plans will be reviewed by the Business and Finance Committee and reported to the Board of Regents.

The Vice President for Business and Finance shall prepare and submit a report to the Nebraska Legislature biennially which details: (i) the projects expected to be constructed or newly financed in the next biennium from the University of Nebraska Facilities Program; and (ii) the projects that were constructed or newly financed in the previous biennium from the University of Nebraska Facilities Program. Additionally, every five years, the University will provide the Nebraska Legislature with a copy of its long-term capital plan for projects to be constructed or newly financed from the University of Nebraska Facilities Program.

A preliminary projection of the estimated five-year capital renewal plan available resources is summarized in the following table.

RENEWAL FUND (2% Assessment)			
Fiscal Year	Annual	Cumulative	5 Year Capital Plan
2024	2,000,000	2,000,000	
2025	4,000,000	6,000,000	
2026	6,000,000	12,000,000	
2027	8,000,000	20,000,000	
2028	10,000,000	30,000,000	
2029	12,000,000	42,000,000	
2030	14,000,000	56,000,000	(56,000,000)
2031	16,000,000	72,000,000	
2032	18,000,000	90,000,000	
2033	20,000,000	110,000,000	
2034	22,000,000	132,000,000	
2035	24,000,000	156,000,000	(100,000,000)
2036	26,000,000	182,000,000	
2037	28,000,000	210,000,000	
2038	30,000,000	240,000,000	
2039	32,000,000	272,000,000	
2040	34,000,000	306,000,000	(150,000,000)
2041	36,000,000	342,000,000	
2042	38,000,000	380,000,000	
2043	40,000,000	420,000,000	
2044	42,000,000	462,000,000	
2045	44,000,000	506,000,000	(200,000,000)
2046	46,000,000	552,000,000	
2047	48,000,000	600,000,000	
2048	50,000,000	650,000,000	
2049	52,000,000	702,000,000	
2050	54,000,000	756,000,000	(250,000,000)
2051	56,000,000	812,000,000	
2052	58,000,000	870,000,000	
2053	60,000,000	930,000,000	
2054	62,000,000	992,000,000	
2055	64,000,000	1,056,000,000	(300,000,000)
2056	64,000,000	1,120,000,000	
2057	64,000,000	1,184,000,000	
2058	64,000,000	1,248,000,000	
2059	64,000,000	1,312,000,000	
2060	64,000,000	1,376,000,000	(320,000,000)
2061	64,000,000	1,440,000,000	
2062	64,000,000	1,504,000,000	
2063**	100,000,000	1,604,000,000	
2064	100,000,000	1,704,000,000	
2065	100,000,000	1,804,000,000	(428,000,000)
2066	100,000,000	1,904,000,000	
2067	100,000,000	2,004,000,000	
2068	100,000,000	2,104,000,000	
2069	100,000,000	2,204,000,000	
2070	100,000,000	2,304,000,000	(500,000,000)
TOTALS	\$ 2,304,000,000		\$ (2,304,000,000)

**Would require Legislative approval to extend existing LB 384 funding to supplement NU Renewal fund.

BACKGROUND INFORMATION

In 2021, the Nebraska Legislature approved the University's deferred maintenance proposal (LB384) which provides funding, matched dollar-for-dollar by the university, for building renewal projects through 2061-62. University facilities collectively represent 70 percent of the state's total building assets.

The deferred maintenance legislation was introduced by Senator John Stinner, chairman of the Appropriations Committee. President Carter praised Senator Stinner for his leadership in shepherding the proposal through the legislative process, noting that facilities play a key role in the recruitment and retention of top faculty, staff, and students.

Beyond that, by capitalizing on the then historically low interest rates, the deferred maintenance legislation yields significant savings, estimated to be at least \$1.5 billion, for Nebraska taxpayers over its 40-year duration.

RECOMMENDATION

The President recommends adoption of Regents Policy 6.3.4 and establishment of the University of Nebraska Building Renewal Fund.

RP-6.3.4 Building Renewal Fund

The Building Renewal Fund supports the long-term stewardship of the University's facilities. The Fund allows the University to prepare long-term capital renewal plans and manage these financial resources holistically across the University of Nebraska System. Further, establishment of the Fund fulfills the requirements of Neb. Rev. Stat. § 85-421.

1. Program Overview

The Building Renewal Fund is established within the Office of the Vice President for Business and Finance. The Fund will provide funding for approved capital renewal projects across the University of Nebraska System. The program will be managed in a manner consistent with the Board of Regents' Capital Planning and Development Policy (RP-6.3.6).

2. Building Renewal Fund Management

- A. Roles and Responsibilities: The Building Renewal Fund will be administered by the Office of the Vice President for Business and Finance.
- B. Fund Establishment: The Fund was established with an initial \$2 million deposit as part of the University's FY2023-24 operating budget approved by the Board of Regents on June 22, 2023 (BRUN, Minutes, 76, p. 214). The Board of Regents directs the President and the Vice President for Business and Finance to increase the annual allocation to the Fund by at least \$2 million per year until the Fund has a minimum annual budget of \$64 million. Any changes to this funding plan must be approved by the Board of Regents.
- C. Capital Renewal Plans: The Vice President for Business and Finance will develop five-year capital renewal plans based on the Fund's forecasted value. These plans will be reviewed by the Business and Finance Committee and reported to the Board of Regents.
- D. Available Uses: The Fund may only be used for capital renewal, renovation, replacement, or repair projects. All projects must be completed in accordance with the *Bylaws* and *Policies* of the Board of Regents. The fund is intended for –'state-aided' supported facilities and is not available to auxiliary funded renewal projects without approval of the President and Vice President for Business and Finance.
- E. Reporting: The Vice President for Business and Finance shall prepare and submit a report to the Nebraska Legislature biennially which details: (i) the projects expected to be constructed or newly financed in the next biennium from the University of Nebraska Facilities Program; and (ii) the projects that were constructed or newly financed in the previous biennium from the University of Nebraska Facilities Program. Additionally, every five years, the University will provide the Nebraska Legislature with a copy of its long-term capital plan for projects to be constructed or newly financed from the University of Nebraska Facilities Program.

RP-6.3.4 is intended to provide substantive standards to guide the establishment and management of the Building Renewal Fund; the President and the Vice President for Business and Finance shall have the authority to manage the Fund within the framework of this policy.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve the Program Statement for the Memorial Stadium Improvement Project

Review Review + Action Action Discussion

This is a report required by Regents' Policy.

PRESENTERS: Ted Carter, President
Chris Kabourek, Senior VP | CFO
Trev Alberts, Athletic Director

PURPOSE & KEY POINTS

Nebraska Athletics has been working diligently on a plan that will set the stage for the next 100 years for Memorial Stadium. The planning has been informed by the recent fan survey, and potential improvements to Memorial Stadium are being evaluated with the goals of providing student athletes with top notch facilities and enhancing the fan experience, while also maintaining the history and character of the facility.

The proposed \$450 million public/private partnership project is anticipated to be funded equally between private funds and athletic/university/other funds.

TOTAL PROJECT

Project Budget	\$450,000,000
Anticipated Funding Sources	
Private Funds	\$225,000,000
Athletic/University/Other Funds	\$225,000,000*

*Includes authorization to borrow up to \$50,000,000 from the University's Internal Lending Program

BACKGROUND INFORMATION

On September 30, 2022, the Board of Regents approved a waiver of Regents Policy 6.3.6 to engage a program manager and adjust project sequencing for the Memorial Stadium Improvement Project.

RECOMMENDATION

The President recommends approval of the Program Statement for the Memorial Stadium Improvement Project.

University of Nebraska Memorial Stadium Renovation Program Statement

Campus Project #: TBD

Date: 08/28/2023

Prepared by: HDR/HNTB

Memorial Stadium, also known as the Sea of Red, welcomes fans from all over Nebraska with ‘Go Big Red’ on their minds. The stadium will celebrate a century of resiliency with golden years of wins and heartbroken years of losses. Throughout the years the stadium helps to deeply honor the Nebraskans who served our country, including Nebraska’s football captain Dusty Rhodes.

The legacy of iconic fan support for the Cornhuskers remains strong. In 1921 when the campaign began for the original stadium, campaign leadership wrote: *“loyal Cornhuskers can repay in some degree the debt they owe the University.”* Generous supporters, including alumni, stood up to the challenge and committed funds for the stadium project. With continued expansions, the Majesty of Memorial Stadium remains.

Today, the need for a renovation to Memorial Stadium is vital to meet the emerging challenges of loyal Husker fans. Husker Athletics, informed by a fan survey, has identified three qualifying priorities to be considered in the design and renovation.

- Create a facility that enhances the evolving fan experience.
- Modernize Memorial Stadium to ensure an infrastructure for the next century.
- Create a facility that has equitable and affordable access to all fans.

Memorial Stadium has a history of celebrating the UNL student body and student life in the ‘Bone Yard’. To enhance this aspect of game day, the project seeks to create a student club at the field level of the south endzone that they can call their home. These are our future Husker fans and supporters.

1. Introduction

a. Background and History:

Memorial stadium was built in 1923 with a seating capacity of approximately 31,000. The stadium was modeled after Ohio State’s Ohio Stadium and originally consisted of stands only on the east and west sidelines. A series of four additions between 1964 and 1972 enclosed the stadium by adding seats at the north and south end zones, more than doubling the capacity of Memorial Stadium to 74,000. A major renovation in 1999 expanded the concourse level and added a new press box, club level seating, and 42 suites above the west stadium. In 2004, construction began to renovate and expand the North Stadium, adding 13 suites and over 6,000 seats, increasing the capacity of the to more than 81,000.

In 2010, construction began to renovate and expand the East Stadium, addressing accessibility needs with space at the Balcony level, adding over 2,100 club seats, 38 suites, and over 3,300 general admission seats, increasing the capacity to more than 90,000. The East Stadium renovation also provided shell space for the Athletic Department Athletic Performance Lab in

the north shell space, and the Center for Brain, Biology and Behavior research spaces in the south shell space. Even with the previous expansions, Memorial Stadium holds the ongoing NCAA-record 382 consecutive sellout streak which began in 1962.

Nebraska Athletics and its partners have identified improvements to ensure its legacy for the next 100 years.

b. Project Description

- The renovation of Memorial Stadium includes all four sides of the Stadium: South, East, North, and West.
- South Stadium demolition and replacement with chair-back general seating and enhanced premium seating
- New chair-back seating in the West and East Stadiums with increased aisle width
- 360-degree field level concourse connection
- 270-degree main level concourse connection
- New stadium support spaces to include loading dock, vertical transportation, and commissary to enhance “game day” operations and the ability for 365-day use of the facility
- Concession upgrades, refurbished menu options and added points of sale throughout the stadium
- Restroom modernization throughout the stadium
- Re-organization of various Athletic Department functions in the North Stadium
- Academic curriculum space allocation
- Development of the South Plaza as a new gateway to the west edge of campus
- Enhanced student life amenities
- ADA upgrades through the stadium

c. Purpose and Objectives:

The UNL Memorial Stadium Renovation project has three priorities:

1. Create a facility that enhances the evolving FAN EXPERIENCE.
2. MODERNIZE the facility to ensure an infrastructure for the next century.
3. Create a facility that has EQUITABLE and AFFORDABLE access for all fans.

2. Justification of the Project

a. Data which supports the funding request:

It is essential the University of Nebraska – Lincoln keep the Athletic Department and football program strong so it can continue to be not only self-supporting, but a sustaining member of the University community. Unlike many public universities, the Athletic Department does not receive any state general operating funds.

b. Alternatives considered:

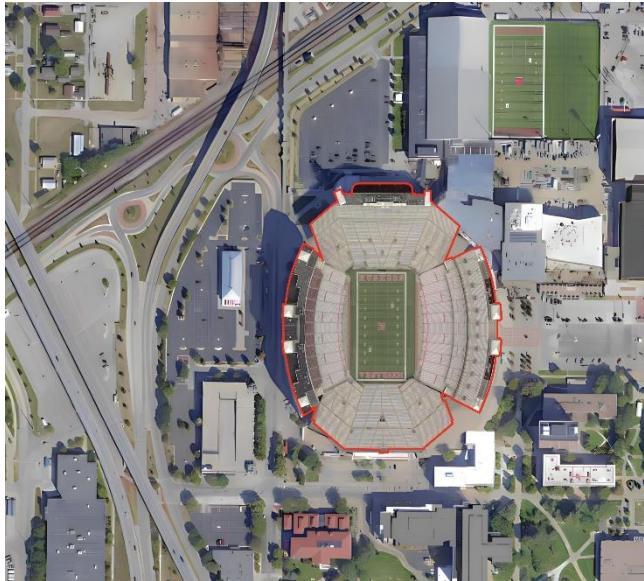
As part of the programing process, alternatives considered included renovation of the existing South Stadium, in lieu of total replacement. Also, multiple options for levels of renovation on all sides of the stadium were explored.

3. Locations and Site Considerations:

a. County: Lancaster

b. Town or Campus: University of Nebraska – Lincoln City Campus

c. Proposed Site: The building location is shown in the map below.



d. Statewide Building Inventory:

- West Stadium and Skyboxes C050
- South Stadium C502
- East Stadium C049
- North Stadium C492
- Osborne Athletic Complex C195
- Schorr Center C102

e. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The proposed project is primarily a renovation within the existing footprint of Memorial Stadium. Due to the project's location, it is not anticipated to adversely affect any other facilities or programs.

2) Utilities

Existing utilities into and from the stadium will be maintained or upsized to serve the new stadium needs.

3) Parking and circulation

Parking, vehicular, and pedestrian circulation in the vicinity of Memorial Stadium will be affected during construction of the project. The parking lot south of the stadium will be closed during the entirety of construction. Portions of Stadium Drive and T Street, adjacent to the stadium will also be affected during construction.

4. Comprehensive Plan Compliance

a. University of Nebraska Strategic Framework

This project complies with the objectives of the University of Nebraska Strategic Framework by strengthening community engagement and engagement within the state of Nebraska.

b. UNL Campus Master Plan

The Memorial Stadium Renovation project complies with the UNL Campus and Landscape Master Plans, which has been adopted by campus administration. The project will allow

improvements to the surrounding parking lots and allow for future plaza and pedestrian friendly circulation.

In addition, the project supports the master plan concept of contributing and reinforcing the whole of campus. It does so through a primary objective to better integrate Memorial Stadium into campus life and environment.

c. Statewide Comprehensive Capital Facilities Plan

The Statewide Facilities Plan is Chapter 6 of the Comprehensive Statewide Plan for Postsecondary Education. This plan includes the following guidelines:

“Good Value in Renewal of Existing Facilities:

Thoroughly Assessing Current and Future Needs. A thorough survey of existing hazardous materials, fire, and life safety, and building system issues, needs, and conditions is made for all major renovation projects.

Ensuring Attention to Broad Safety, Accessibility, and Repair Concerns. Major fire and life safety, accessibility, and deferred repair needs are addressed when major renovation projects are undertaken, including repair or replacement of roofs and other exterior building envelope work. “

The Memorial Stadium Renovation project aligns with these guidelines. The development of this program included assessment of the existing stadium infrastructure, life safety, accessibility, and building systems which are a part of this program scope.

5. Analysis of Existing Facilities

a. Functions / purpose of existing programs as they relate to the proposed project

South Stadium: The proposed project will provide a new seating bowl, loading dock area, new restrooms, concessions, and vertical transportation opportunities for South Stadium fans.

East and West Stadiums: The proposed project will provide renovated restrooms and concessions for East and West Stadium fans.

North Stadium: Areas vacated by the Football Program in the Tom and Nancy Osborne Athletic Complex (OAC) will be renovated to expand the existing Sports Performance areas to be used by all other sports except football.

b. Square footage of existing areas

South End Zone	79,324 GSF
West Sideline & Skyboxes	264,600 GSF
North End Zone	116,984 GSF
East Sideline	365,521 GSF
Schorr Center	37,966 GSF

c. Utilization of existing space by facility room, and/or function

South, East, and West stadium areas affected by this project are used primarily for Game Day use, and have a storage and operations function the remainder of the year. North Stadium currently houses Athletic Department functions year-round and will continue to do so after completion of this project.

d. Physical deficiencies

The proposed project will resolve the following physical deficiencies:

- Modernization and expansion of concourse restrooms and concessions.
- Increase of vertical transportation to upper levels of stadium.
- Horizontal connection of main and upper concourses from west to south to east stadiums.
- Consolidation of loading dock services for the entire stadium.

e. Programmatic deficiencies

The existing stadium has the following programmatic deficiencies:

- South Stadium: The vertical circulation to upper seating areas is via ramps which are in need of replacement. The only restroom and concessions for the south are all the way down at the entry and field levels, creating congestion. There is insufficient ADA and companion seating provided for the population of the South Stadium.
- East Stadium: There is inadequate restrooms and vertical circulation to serve the fan populations of these two parts of the Stadium.
- West Stadium: There is inadequate restrooms and vertical circulation to serve the fan populations of these two parts of the Stadium.
- North Stadium: Athletics has various departments, such as ticketing and Development which are currently located in other parts of the campus. Consolidation of these departments with the main Athletics Administration is needed to ensure a properly functioning department.

f. Replacement cost of existing building

The projected replacement cost of Memorial Stadium was listed at \$458,455,000 in the most recent Facilities Management Information Report (FMIR) dated June 30, 2022 (calculated for insurance purposes). This cost does not include moveable equipment, boilers, chillers, electrical, power generator equipment, land values, and the cost of living. This Report was facilitated outside of the effort outlined within this Program Statement.

6. Facilities Requirements and the Impact of the Proposed Project

a. Function / purpose of the proposed program

1) Activity identification and analysis

Use (3) Guiding Principles as an outline. Fan experience. Enhance the use of Memorial Stadium as a 365 venue for students, staff, and the general public.

2) Project occupancy/use levels

Memorial Stadium has and will continue to serve the students, faculty, and fans of Nebraska Athletics as a member of the Big Ten Conference. It is the goal of Nebraska Athletics to continue the current sell-out streak while providing high-quality amenities and additional seating options for all fans. The project will improve the fan experience in the South, West, and East Stadium through new restrooms, concessions, and vertical transportation choices.

b. Space Requirements

Space Description	South Stadium Proposed NSF	West Stadium Affected NSF	North Stadium Affected NSF	East Stadium Affected NSF	Total NSF For Project
Premium Seating	26,450	0	0	0	26,450
Premium Amenities	18,000	21,750	19,100	22,125	80,975
General Seating	79,050	51,875*	9,100**	51,875*	79,050
Fan Circulation	67,000	26,900	0	0	93,900
Restrooms	17,800	6,500	0	8,200	32,500
Concessions	18,000	5,000	0	5,200	28,200
Student Amenities	25,000	0	0	0	25,000
Classroom Facilities	28,500	0	0	16,500	45,000
Office Facilities	0	0	21,900	0	21,900
Athletic Performance	0	0	16,320	0	16,320
Athletic Recovery	0	0	18,800	0	18,800
General Use Facilities	10,000	0	11,000	0	21,000
Building Support	33,250	0	2,400	0	35,650
Net Square Feet	323,050	60,150	89,520	52,025	524,745
Gross Square Feet	396,600	77,000	116,500	67,500	657,600
Efficiency	0.81	0.78	0.77	0.77	0.80

* Seating, aisles, and handrails only, not included in total Net Square Feet

** Aisles and handrails only, not included in total Net Square Feet

c. Impact of the proposed project on existing space

1) Reutilization and function(s)

This project will not displace any existing functions within Memorial Stadium. This project will allow for the reorganization of Athletic Department spaces to allow areas in other buildings to be vacated for other uses.

2) Demolition

The entire South Stadium would be removed and replaced as part of this project. Selective demolition of the East, North, and West Stadium areas, on limited floor levels would be required.

3) Renovation

Renovation of the East and West Stadium concourses will be required to allow for the modernization of Restrooms and Concessions. In the Osborne Athletic Complex, light to medium renovation of the existing sports performance areas on Level 100 and light renovation of office/meeting room areas on Level 200 will be required.

7. Equipment Requirements

a. List of available equipment for reuse

Items planned for reuse in the Stadium include select pieces of office equipment and equipment used for game day operations. A more detailed list of reusable equipment would be developed during the design phase of the project.

b. Phase of the project. Additional equipment

1) Fixed Equipment

A detailed list of fixed equipment will be developed during the design phase.

2) Movable Equipment

A detailed list of movable equipment will be developed during the design phase.

3) Special or Technical Equipment

A detailed list of special or technical equipment will be developed during the design phase.

8. Special Design Considerations

a. Construction Type

South Stadium: Based on the geotechnical information available, the foundations systems for the new South Stadium will be auger cast-in-place (ACIP) piles. Groups of piles will be joined by a pile caps. The seating bowl will consist of precast seating units on steel raker beams. The superstructure will be structural steel. The lateral load resisting system for the area will be comprised of vertical steel braced frames.

East, North, and West Stadium: Steel frame, with slab on metal deck floors are expected in limited areas.

b. Heating and cooling systems

A new mechanical system will be provided to serve the South Stadium. Existing systems will be modified as required in East and West Stadium to accommodate the modification of existing space. New unit heaters and exhaust fans will be installed to serve the new restroom and concession areas. Major systems will be evaluated on many factors, including life cycle cost, to ensure long-term value for the University.

c. Sustainability

The project would be designed in compliance with the NU and UNL sustainability requirements as noted in the UNL design guidelines.

The project will consider the following sustainable design features:

- Variable air volume HVAC systems
- Demand-controlled ventilation
- Low flow plumbing fixtures
- Low-voltage lighting control system
- LED lighting
- Low-e window systems

d. Life Safety / ADA

All new and remodeled portions of the facilities would be made accessible under the terms of the ADA Accessibility Guidelines and Nebraska Accessibility Guidelines. Modifications to the addressable fire alarm system would be provided for the building. The system would be designed in accordance with current life safety and fire code requirements and University guidelines. In addition, the system would meet all current accessibility guidelines.

e. Security

Elevators and select doors will be equipped with access control devices. The existing closed circuit security camera system will be adjusted to monitor the building perimeter, seating areas, and each level of the facility, within the project area limits, as required.

f. Historic or architectural significance

Although Memorial Stadium is not registered as a historic structure, it is viewed as a landmark of importance to the University of Nebraska, the City of Lincoln, the State of Nebraska, and alumni and fans everywhere. The design will strive to sustain and strengthen this importance for the campus, City of Lincoln, and the State of Nebraska.

g. Artwork

The proposed project is not subject to the state 1% for Art program and does not include any significant purchases of art.

h. Phasing

It is anticipated that this project will be completed in several phases due to its complexity and the need for construction and facility availability to overlap with the football schedule and other events planned within Memorial Stadium. The design and construction management team will help develop a more specific phasing schedule that will allow the Athletic Department to continue to use the facilities to the greatest extent possible.

i. Future expansion

While the project limits are defined, the Conceptual Design explored the Stadium as a whole to ensure this project supports future renovation and expansion opportunities for the stadium, allowing it to support the University for the next 100 years.

9. Project Budget and Fiscal Impact

a. Cost estimate criteria

1) Identify recognized standards, comparison sources

The estimated probable costs of the project were developed based on two separate professional cost estimators' statements of probable costs. Figures for in-house services, including environmental controls, fire alarm, card access and security cameras were developed by University staff.

2) Identify year and month on which estimates are made and inflation factor used

The estimate for the proposed project was prepared in June 2023 and escalated at 3% per year to June 2025 mid-point of construction.

3) Gross and net square feet

Gross square feet	657,600 GSF
Net square feet	524,745 NSF

4) Project cost per gross square foot

\$685 per GSF

5) Construction cost per gross square foot

\$530 per GSF

b. Total project cost

Construction	
General Construction	\$266,000,000
Fixed Equipment	\$12,000,000
Site Work/Utilities	\$11,000,000
In-house Services	\$11,000,000
Construction Contingency	\$48,000,000
Total Construction Cost	\$348,000,000
Non-construction	
Project Planning	\$1,000,000
Professional Consultant Fees	\$38,000,000
Professional In-house	N/A
Equipment – Movable	\$11,000,000
Equipment - Special/Technical	\$23,000,000
Land Acquisition	N/A
Artwork	N/A
Other	\$2,000,000
Non-Construction Contingency	\$27,000,000
Total Non-construction Cost	\$102,000,000
Total Project Cost	\$450,000,000

c. Fiscal impact based upon first full year of operation

1) Estimated additional operational and maintenance cost per year

Additional annual operational and maintenance costs as a result of this project are estimated to be determined upon finalizing scope of work for the entire stadium.

2) Estimated additional programmatic cost per year

No additional programmatic costs are anticipated as a result of this project.

a. Funding

a. Total funds required

\$450,000,000

b. Project funding source

Private donations and Athletic/University/Other funds

c. Fiscal year expenditures for project duration

FY 2023	\$15,000,000
FY 2024	\$135,000,000
FY 2025	\$185,000,000
<u>FY 2026</u>	<u>\$115,000,000</u>
Total Expenditures	\$450,000,000

b. Schedule

Description	Date
Initial Package #1	October 2023
Program Statement	October 2023
Professional consultant(s) selection	November 2023
Intermediate Design Documents	April 2024
Receive bids for construction (for Initial Package #1)	February 2024
Award of contract and start of construction (for Initial Package #1)	February 2024
Completion of construction (for Initial Package #1)	July 2024
Completion of construction (for Total Project)	July 2026
Date to Occupy (for Total Project)	August 2026

c. Higher Education Supplement

a. Coordinating Commission for Postsecondary Education (CCPE) Review

- 1) CCPE approval required. (Information is included: State funded and/or O&M threshold met)
- 2) CCPE review is not required.

a. Method of Contracting

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

The Construction Manager at Risk delivery method has been selected to manage the complex nature of this project and provide flexibility to phase to meet a tight timeframe for completion. This method offers pre-construction services to provide estimating, scheduling, design assistance, and constructability reviews during design to help deliver the project on time and within budget. It is anticipated that multiple early bid packages and other techniques will be used to achieve the project schedule.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve waiver of Regents Policy 6.3.6 to authorize work to commence on the Infrastructure Phase of the Memorial Stadium Improvement Project prior to Intermediate Design Review

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' Policy.

PRESENTERS: Ted Carter, President
Chris Kabourek, Senior VP | CFO
Trev Alberts, Athletic Director

PURPOSE & KEY POINTS

Regents Policy 6.3.6 stipulates that the Project Approval Phase of the University's Capital Planning and Development Process begins with review of the Intermediate Design documents. While work continues to move from the Program Statement Phase to the Project Approval Phase, critical ADA compliance and infrastructure work is needed at Memorial Stadium. A waiver is sought to permit this work to commence immediately following the 2023 Football season.

A cost breakdown for Phase 1 is detailed below. Funding for Phase 1 will come from existing funds held by Nebraska Athletics for capital improvement purposes.

Construction

General Construction	24,840,000
Site Work/Utilities	3,105,000
Construction Contingency	<u>3,105,000</u>
Construction Subtotal	<u>31,050,000</u>

Non-Construction

Professional Consultant Fees	13,250,000
Other	<u>1,150,000</u>
Non-Construction Subtotal	<u>14,400,000</u>

PHASE 1 TOTAL **45,450,000**

BACKGROUND INFORMATION

On September 30, 2022, the Board of Regents approved a waiver of Regents Policy 6.3.6 to engage a program manager and adjust project sequencing for the Memorial Stadium Improvement Project.

RECOMMENDATION

The President recommends approval of the waiver of Regents Policy 6.3.6 to authorize work to commence on the Infrastructure Phase of the project.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve amendment to a professional services contract with the Nebraska Philanthropic Trust for services relating to the Memorial Stadium Improvement Project

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' Policy.

PRESENTERS: Ted Carter, President
Chris Kabourek, Senior VP | CFO
Trev Alberts, Athletic Director

PURPOSE & KEY POINTS

The Nebraska Philanthropic Trust was engaged early in the Memorial Stadium Improvement Project to provide Phase 1 services including fundraising consultation, strategy development, and research. If the Board of Regents approves Agenda Item XI-B-1 at the meeting on October 5, 2023 (Memorial Stadium Improvement Project Program Statement), an amendment to this professional services contract will be needed to commence Phase II services, which includes execution of the fundraising plan.

The proposed amendment would extend Phase II services through December 31, 2025 and cost \$5.5 million in fees, plus direct costs, all of which would be funded from Athletic Department funds.

BACKGROUND INFORMATION

Regents Policy 6.3.1 requires approval by the Board for any contract for the procurement of professional services where the total fee for services will exceed \$2 million.

RECOMMENDATION

The President recommends approval of the contract amendment to permit Phase II services to commence.

ADDENDUM 1

PHASE II PAYMENT OF FEE

Approximate Dates: October 1, 2023 – December 31, 2025

This Addendum 1 (the “Addendum”) to the Consulting Agreement dated November 8, 2022 (“Agreement”) is made and entered into as of October 1, 2023 between Nebraska Philanthropic Trust, a Nebraska non-profit corporation (“Consultant”) and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska, by and on behalf of the University of Nebraska-Lincoln (“Client”).

RECITALS

WHEREAS, pursuant to the Agreement, Consultant provides fundraising services to Client for potential improvements to Memorial Stadium (the “Project”) as described by the Agreement; and

WHEREAS, Consultant’s consulting services were allocated into phases, including Phase I Services and Phase II Services; and

WHEREAS, the Agreement provided upon completion of Phase I Services, Client has the option to provide written notice to Consultant to begin performing Phase II Services as defined by the Agreement or to terminate the Agreement; and

WHEREAS, Client desires Consultant to begin performing Phase II Services beginning October 1, 2023; and

WHEREAS, the Parties agreed if the Project proceeds to Phase II, the Parties will mutually agree upon fees in an addendum to this Agreement prior to commencement of any Phase II Services; and

WHEREAS, the Parties desire to enter into this Addendum to describe the fees Consultant will receive for Phase II Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the Parties hereto agree as follows:

1. **Fee for Phase II Services.** Consultant’s fee for providing Phase II Services shall be earned each month according to the below schedule and referred to herein as the “Fee.” In consideration for Consultant’s Fee, Consultant shall continue its Phase II Services until a minimum of two hundred twenty-five million (\$225,000,000) Philanthropic Dollars have been received by Client for the Project. Philanthropic Dollars for the Project shall be defined as actual gifts received, including both cash and executed pledge agreements, and shall not include donor contributions to new or existing endowed fund accounts or contributions supporting capital projects other than the Project that are not solicited by Consultant. The Parties agree that the Fee will not exceed Five Million Five Hundred

Thousand Dollars, regardless of the total Philanthropic Dollars raised by Consultant. Consultant will be paid the Fees according to the following schedule:

Fee	Due Date
\$183,333.33	October 31, 2023
\$183,333.33	November 30, 2023
\$183,333.34	December 31, 2023
\$275,000.00	January 31, 2024
\$275,000.00	February 29, 2024
\$275,000.00	March 31, 2024
\$275,000.00	April 30, 2024
\$275,000.00	May 31, 2024
\$275,000.00	June 30, 2024
\$275,000.00	July 31, 2024
\$275,000.00	August 31, 2024
\$275,000.00	September 30, 2024
\$275,000.00	October 31, 2024
\$275,000.00	November 30, 2024
\$275,000.00	December 31, 2024
\$137,500.00	January 31, 2025
\$137,500.00	February 28, 2025
\$137,500.00	March 31, 2025
\$137,500.00	April 30, 2025
\$137,500.00	May 31, 2025
\$137,500.00	June 30, 2025
\$137,500.00	July 31, 2025
\$137,500.00	August 31, 2025
\$137,500.00	September 30, 2025
\$137,500.00	October 31, 2025
\$137,500.00	November 30, 2025
\$137,500.00	December 31, 2025

- Reimbursables.** Client will reimburse Consultant any direct costs to provide Phase II Services (collectively, “Direct Costs”) upon Consultant’s submission of an invoice to Client. Such Direct Costs may include, but not be limited to, costs associated with travel, communication and marketing materials, publications, postage, specialized reports, donor events, specialized professionals and/or sub-consultants, or any other expenses associated with providing Phase II Services. The Direct Costs must be agreed to, in advance and in writing, by Client. Consultant will submit an invoice that includes the Direct Costs to be paid to Consultant to Client quarterly which Client will pay within forty-five (45) days of receipt. Along with its invoice, Consultant shall submit adequate receipts and appropriate documentation as requested by Client to support reimbursement of all previously agreed upon expenses. Consultant agrees to comply with all applicable policies and procedures, including but not limited to those stated within the University of Nebraska Travel Policy,

accessible at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>.

3. Terms Defined in Agreement. As used in this Addendum, except as may otherwise be provided herein, all capitalized terms which are defined in the Agreement shall have the same meanings herein as therein, and all such terms and their definitions being incorporated herein by reference.

3.4. Termination. This Addendum shall terminate on December 31, 2025 unless the parties agree in writing to its extension prior to that date. Upon termination, the Consultant's obligation to raise funds hereunder shall be limited to Philanthropic Dollars received by Client on or before that date.

IN WITNESS WHEREOF, the Parties have executed and delivered this Addendum as of the last date listed below:

CONSULTANT:

NEBRASKA PHILANTHROPIC TRUST

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Name: Phil Bakken

Title: Corporation Secretary



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve (a) the appointment of Rodney Bennett and reappointment of Larry Miller and Bob Wilhelm as members of the “Class C” Directors of the NICDC Board of Directors for three-year terms ending June 30, 2026, and (b) the Amended and Restated Articles and Bylaws of NICDC, effective October 6, 2023.

Review Review + Action Action Discussion

This is a report required by Regents’ policy.

PRESENTERS: Rodney Bennett, UNL Chancellor
Mike Zeleney, UNL Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

Under the existing Bylaws of the Nebraska Innovation Campus Development Corporation (NICDC), 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 President.

This recommendation seeks approval to appoint Rodney Bennett and reappoint Larry Miller and Bob Wilhelm as members of the “Class C” Directors of the NICDC Board of Directors for three-year terms ending June 30, 2026.

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

Class A Directors (term expires 6/30/2024)

- Preeta Bansal*
- Dana Bradford*
- Tom Henning*
- Vishal Singh*

Class B Directors (term expires 6/30/2025)

- Michael Boehm
- Tonn Ostergard*
- Matt Williams*

Class C Directors (term expires 6/30/2026)

Rodney Bennett

Larry Miller*

Bob Wilhelm

Ex-officio

Kate Engel, Interim Executive Director

*Non-University directors

This recommendation also seeks approval of the Amended and Restated Articles and Bylaws of NICDC. In order to conform with the standard Articles and Bylaws for all University Technology Development Corporation (UTDC) subsidiaries, NICDC's Board of Directors approved the Amended and Restated Articles and Amended and Restated Bylaws of NICDC at its June 16, 2023 meeting, pending approval from the Board of Regents. If the Amended and Restated Bylaws are approved, future appointments of the NICDC Board of Directors would be made upon recommendation from the President of the University of Nebraska and approved by UTDC, consistent with the other UTDC subsidiaries.

BACKGROUND INFORMATION

On June 23, 2022, the Board of Regents approved the reappointment of Michael Boehm, Tonn Ostergard, and Matt Williams as members of the "Class B" Directors of NICDC Board of Directors for terms ending June 30, 2025.

On November 20, 2014, the Board of Regents approved staggered terms for the NICDC Board of Directors.

On 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.

RECOMMENDATION

The President recommends approval of the "Class C" Directors and the amended and restated NICDC articles and bylaws.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve a request to convert the Halleck Farm Quasi-Endowment into an unrestricted fund to allow increased funding support for the Feedlot Innovation Center Project at the Eastern Nebraska Research, Extension, and Education Center (ENREEC) at UNL.

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Rodney D. Bennett, UNL Chancellor
Michael Zeleny, UNL Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

In 2015, the sale of the Halleck Farm sale was approved by the Board of Regents and the proceeds were classified as a "quasi-endowment." A quasi-endowment operates like an endowment, whereby only the earnings are spendable by the recipient, until such time as the principal is needed.

The current balance of the Halleck Farm quasi-endowment is \$1,253,000. It is held and managed by the University of Nebraska Foundation.

The plan from the time of sale was to generate quasi-endowment earnings for current programming activities until the principal was needed to fund infrastructure investment. The Feedlot Innovation Center construction project at the ENREEC has now reached the point of requiring the endowment principal to support construction costs.

BACKGROUND INFORMATION

In 1959, the Board of Regents approved the purchase of the Halleck Farm.

In 2015, the Board of Regents approved the sale of the Halleck Farm and established the Halleck Farm Quasi-Endowment to support new and current initiatives in beef and grazing systems research by IANR faculty and collaborators.

RECOMMENDATION

The President recommends approval of the request.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve waiver of Board of Regents Policy 6.3.6 for with respect to project sequencing for the Project Health at UNMC

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Ted Carter, President
Jeff Gold, Chancellor, University of Nebraska Medical Center

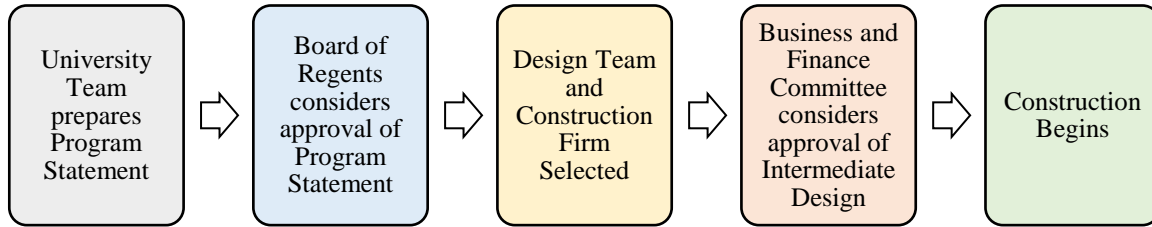
PURPOSE & KEY POINTS

Project Health will produce new and ultramodern space for clinical care, education, training, and clinical research that Nebraska depends on the University of Nebraska Medical Center, and its clinical partner, Nebraska Medicine, to provide. Current facilities are approaching end-of-life and must be renewed to fulfill UNMC's essential role in educating the next generation of health professionals, advancing clinical research, and providing clinical care not otherwise available in Nebraska.

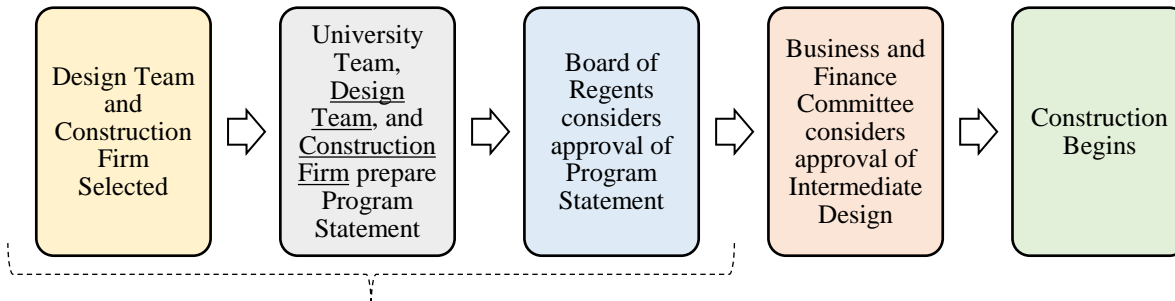
This project will be the largest and most complex capital project the University of Nebraska has undertaken. The ability to develop concept plans early in the process will be important for estimating project costs, which is necessary to establish a project budget, evaluate fundraising capacity, prioritize investments, and determine required project phasing. It is critical that the design team and contractor are identified earlier in the process than what is currently contemplated in Regents' Policy 6.3.6. Therefore, it is recommended that the typical project sequencing be adapted to address the unique challenges and complexities of this project.

Prior to the development of the program statement, it is recommended that the design and general contractor teams be engaged, and UNMC be authorized to spend a reasonable amount on conceptual design and cost estimating under agreements approved in accordance with Regents' Policy 6.3.1. Bringing in these teams early in the process will allow for consistency throughout the project. Upon determination of the scope and phasing of the improvements, the program statement will be finalized and submitted to the Board of Regents for approval. If approved, the project would proceed through intermediate design and construction.

Traditional Process



Proposed Process



BACKGROUND INFORMATION

On June 25, 2021, the Board of Regents approved a pilot project and the submission of an application by the University of Nebraska for matching funds from the State of Nebraska under the Nebraska Transformational Projects Act (Neb. Rev. Stat. §§ 81-12,168 et seq.).

Regents’ Policy 6.3.6 outlines the Board of Regents’ Capital Planning and Development Policy. Subsection (2)(c) of this Policy details the Program Statement Phase, which is required to seek preliminary project approval. Up to one percent (1%) of the estimated total project cost may be expended for outside professional consultant services to complete the Program Statement Phase.

RECOMMENDATION

The President recommends approval of a waiver of Board of Regents Policy 6.3.6 with respect to project sequencing for Project Health at UNMC.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve the Program Statement for the Saddle Creek Campus Research Component of the CORE Building (Campus Operations and Research Excellence) at UNMC

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Jeffrey P. Gold, UNMC Chancellor
Anne Barnes, UNMC Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The CORE Building project is the cornerstone for the new Saddle Creek Campus at UNMC. The new facility will serve to further integrate leaders, scientists, private enterprise, and inventors across campus as we continue pursuit of our shared vision.

Existing research environments across campus are near capacity and at risk of limiting our ability to grow funded research and idea generation. This facility will support dry computer-based research and wet lab-based research. Shelled space will also be available to allow future lease of wet lab incubation space in support of startups and to generate modest return through rental income.

This project will utilize the University's Internal Lending Program (ILP) with bond payments made using research facility and administrative (F&A) income over time. This new model allows for responsible growth without the use of direct state support. This facility leverages economies of scale as it will be co-located with the previously approved Administrative Facility.

Project Budget: \$86,999,000
Source of Funds: University of Nebraska Internal Lending Program (ILP)

BACKGROUND INFORMATION

The Board previously approved the Program Statement and Intermediate Design Review for the Administrative component of this facility.

RECOMMENDATION

The President recommends approval of the Program Statement.

Program Statement

Project Name: Research Component of the Campus Operations & Research Excellence (CORE) Building
Campus: University of Nebraska Medical Center – Saddle Creek Campus (SCC)
Date: October 5, 2023
Prepared by: UNMC | Leo A. Daly
Campus Project No: P-23148

1. Introduction

A. Background and history

The CORE Building project is the cornerstone for the new Saddle Creek Campus expansion. The new facility will serve to further integrate leaders, scientists, and inventors across campus as we continue pursuit of our shared vision. The existing research environments across campus are near capacity and at risk of limiting our ability to grow funded research and idea generation. Fundamentally this facility will support wet lab-based research along with dry computational research with the ability to support our drug discovery, oncology research, and other strategic research areas.

This project is a component within a shared facility to generate critical economies of scale with the previously approved (June 23, 2022) Administration Center (ADC) facility replacement. The new research floors will address current needs for additional research space. The project is a direct reflection of UNMC's mission to deliver state-of-the-art education, research, and healthcare to our community and nation and will also include shelled research space for future leasing or growth, and a modest amount of income producing ground floor retail space.

The shelled research floors will allow for an operational lease to a wet lab incubation group, support startups, and create critical lab environments close to the University for increased public/private partnership while generating modest return over time through rental income.

The new CORE Building programming efforts were completed by a leading industry consultant, Leo A. Daly, with a deep understanding and focus on driving efficient and flexible wet and dry lab footprints. The scenarios developed were gauged against the core values to determine the most appropriate, long-term, and sustainable solution.

The core values developed during the programming efforts have been applied to this new facility and seek to 1) embody the most Efficient and Effective Space Use, 2) Apply Transparent and Consistent Standards across UNMC in a way that is supportive of our unique workforce and mobility profiles, not replicating old standards or workforce models, 3) Change Focused on Improvement and 4) foster Integrated Flexibility.

This project is made possible utilizing the University's Internal Lending Program (ILP) with bond payments made using research facility and administrative (F&A) and rental income over time. This new model allows for responsible growth without the use of direct state support.

B. Project description

The CORE Building is designed to generate and drive economic efficiencies, allow for future growth and flexibility, and encompass opportunities for collaboration and partnerships.

The building will be located on the corner of Saddle Creek Road and Farnam Street. It is being designed to accommodate a future pedestrian bridge structure crossing over Saddle Creek Road, linking the Saddle Creek Campus to the Main Medical Campus for convenience, physical linkages,

Campus Operations & Research Excellence Facility

Program Statement

safety, and wellness. Additionally, the City of Omaha will pay for, own, and operate an adjacent parking structure that will serve the building as previously approved by the Regents.

The CORE Building will be comprised of the following components:

- Six Story office and research facility of approximately 180,870 gross square feet
- Two floors for a total of 57,670 gross square feet used for administrative business functions (previously approved Administrative Facility program), shared support space, shared amenity space, and retail space.
- One floor for a total of 30,800 gross square feet for dry lab use
- Three floors for a total of 92,400 gross square feet for wet lab use (30,800 fit-out and 61,600 leasable shell).

C. Purpose and Objectives

The purpose of the CORE Building project is to provide UNMC with optimal wet and dry laboratory environments reflective of newly established hybrid working models and office standards in those dry environments and of our long-standing efficient modular wet lab design standards in the wet lab environments. The facility also generates opportunities to diversify the type of development in the UNMC real estate portfolio with built-in opportunities for flexibility and growth that is required to serve the Medical Center for the next 30 years.

The objectives of the CORE Facility are to facilitate:

- *Recruitment and Retention.* All workplace studies and surveys with UNMC staff indicate office and laboratory workspaces are an important tool to recruit and retain staff. The CORE Building will aid in attracting and keeping staff.
- *Cost Effective and Flexibility.* Use the opportunity of the low cost of development on the Saddle Creek Campus to add a flexible element to the research space portfolio that will allow for creative and engaging work with the emerging innovation district represents.
- *Change Focused on Improvement.* The CORE Building seeks to support a unique workforce and mobility profiles which is ever evolving; ensuring the workplace environment is in support of the evolving workplace model enabling successful recruitment, retention, and a positive and productive, diverse workforce. The CORE Building will be designed to UNMC and NM Design Guidelines, along with Office Standards and Laboratory Design Standards.
- *Flexibility for Change.* The CORE Building will facilitate change in office configuration and work strategies over time as the needs of the Medical Center evolve in office environments while supporting our long standing flexible and adaptable wet lab environments focused on reducing the cost of adaptability and change as research evolves.

2. Justification of the Project

A. Data that supports the funding request

The existing portfolio of research facilities is largely in good or superior condition due to recent investments. However, funded research continues to grow rapidly thanks to the successful work of UNMC scientists necessitating additional space. This facility solution is advantageous by self-funding through facilities and administrative cost recoveries and rental income and thus does not require state or philanthropic funds to complete. The proposed solution will benefit from economy of scale made possible through participating in a larger facility development.

Campus Operations & Research Excellence Facility

Program Statement

B. Alternates considered

UNMC considered the following alternatives to building a new CORE Facility:

- *Free standing new Research Facility.* This option, while certainly possible, does not generate the economy of scale possible by combining with the Administrative Facility replacement project previously approved making the selected option more cost efficient while delivering appropriate campus space for the needed Research functions.

3. Location and site considerations

A. County:

Douglas

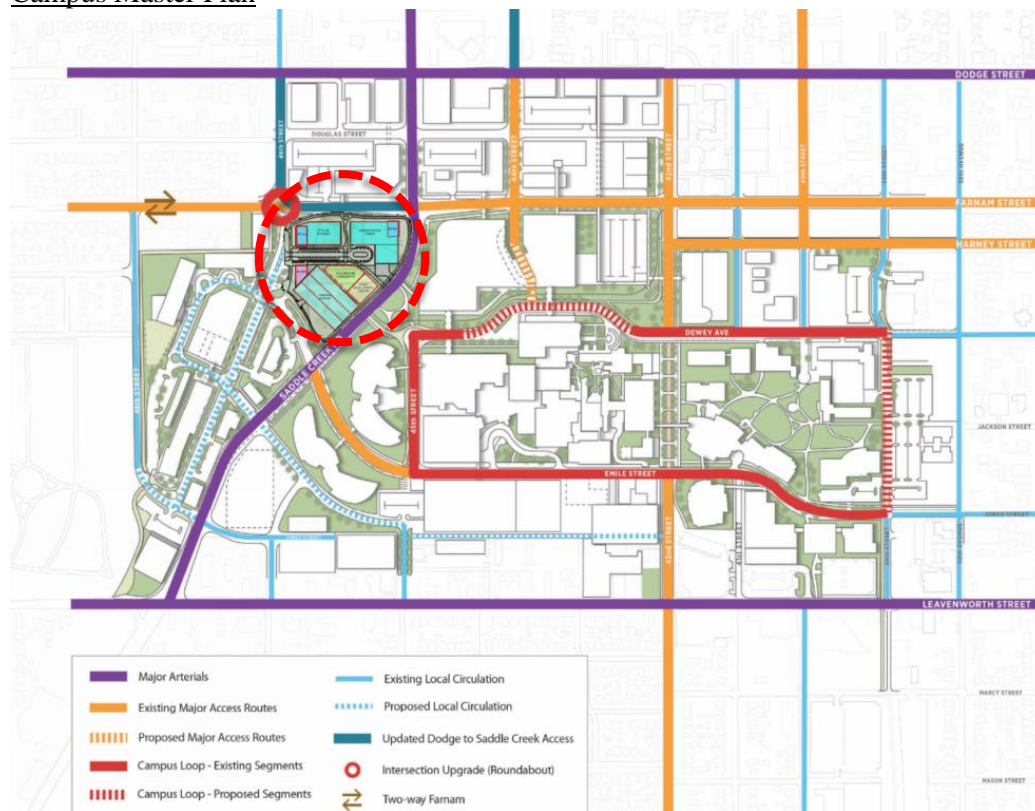
B. Town or campus:

University of Nebraska Medical Center

C. Proposed site:

The proposed site is on the northeast corner of the Saddle Creek Campus indicated on the site location shown below.

Campus Master Plan



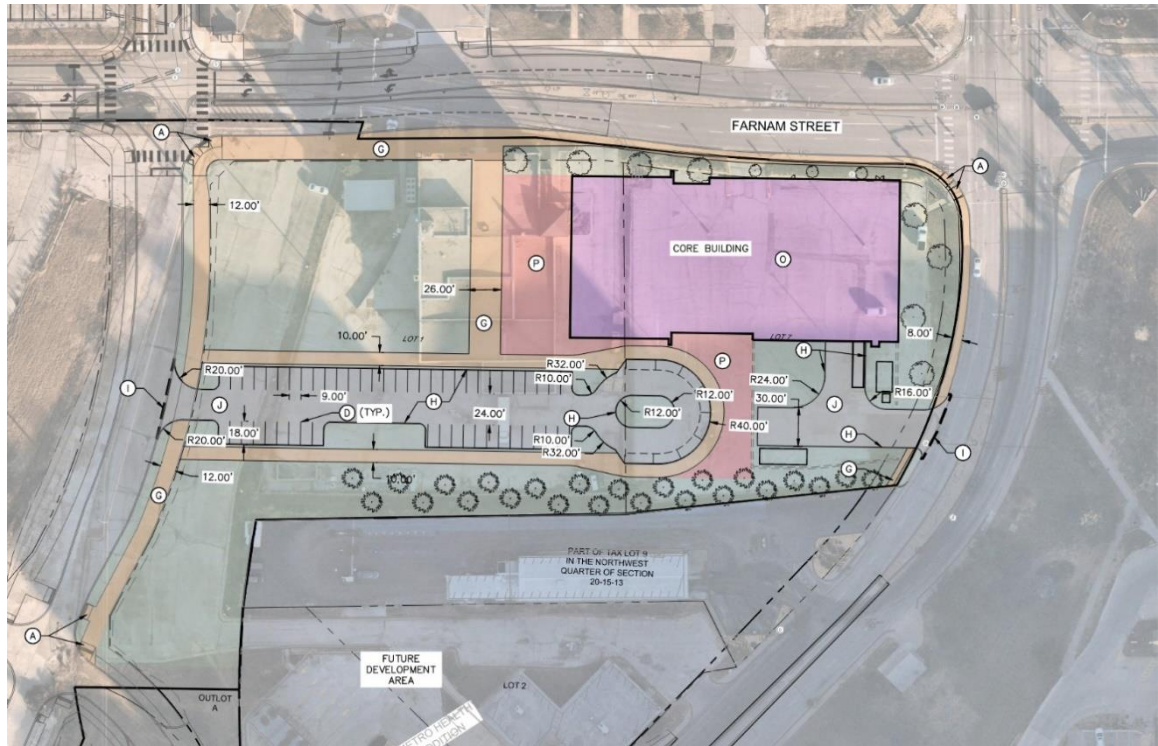
Campus Operations & Research Excellence Facility

Program Statement

Location Plan



Enlarged CORE Facility Project Site Plan



D. Statewide building inventory: TBD

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The CORE Facility will be situated on the site in conformance with the guidelines identified in the UNMC Campus Master Plan, located along the northern and eastern edge of the proposed Saddle Creek Campus. The UNMC Master Plan identifies the Saddle Creek Campus for future development of mixed-use facilities, public/private partnership facilities, and campus expansions. This development site, the former industrial property of the Omaha Steel Castings facility, is being remediated and renovated to meet the needs of the growing campus including this project. The CORE Facility project will be one of the first buildings constructed on the new Saddle Creek Campus.

2) Utilities

Sanitary: It is anticipated that there will be a minimum of two sanitary sewer connections for the project. Sizes for the mains will be a minimum of 8” and connections will be provided to Saddle Creek Road and Farnam Street. A third line for retail only may be required and this would be a 6” line which connects to Farnam Street.

Storm Sewer: Storm sewer for the site will be required in the proposed drives. Minimum pipe size is anticipated at 18” for the storm runs. Storm shall also need to be provided for roof drain connections from the building, internal draining for the garage, and connections to necessary underdrains. To ensure drainage from landscape areas, inline drains will be anticipated to connect to the roof drain lines around the site. The main connections will be provided around the site and are expected to connect into Emilee Street, Saddle Creek Road and Farnam Street.

Campus Operations & Research Excellence Facility

Program Statement

Water and Gas: Water is anticipated with a minimum of two 8” domestic connections with two 8” fire service connections to service the buildings. Two separate connection points would be required with those points of connection from either Farnam, Emile Street and/or 46th Street main. Gas is available on all streets surrounding the project site.

Electrical and Telecommunications Service: Telecommunications will be pulled from the existing communication network. Power is anticipated to be pulled from the proposed underground run on 46th Street based on current design intent from OPPD. Temp power will be available on Saddle Creek Road. Reference MEP Narrative for more information on Telecom and power

3) Parking and Circulation

The program identifies a need for parking to support the occupants and visitors of the new CORE Facility. Existing campus parking solutions provide sufficient parking for occupants. Additionally, the city of Omaha will be constructing at their sole expense, a parking structure in the Saddle Creek District.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission, and Campus Strategic Plan

Investing in Nebraska’s Future: Five- Year Strategy 2022-2027 includes the following objectives:

4. *Partnerships - Partnerships are the way forward. No one entity can solve Nebraska’s challenges alone, but together, Nebraskans can make a difference.*
 - i. *Promote an entrepreneurial culture and cultivate a dynamic innovation ecosystem in Nebraska.*
 - ii. *Focus University investments in research, discovery, and creative activities, such as key programs in water and food security; infectious disease; cancer prevention; rural community development and vitality; national and cyber security; novel drug discovery; and early childhood education*
5. *Efficiency and Effectiveness - The university must be a great place to learn and work, welcoming and open to all*
 - i. *Develop a 5-year rolling budget.*
 - ii. *Maintain a structurally balanced budget*
 - iii. *Improve usability of policies and eliminate unnecessary bureaucracy.*
 - iv. *Evaluate all University assets, including intellectual property, for potential monetization and maximization.*
 - v. *Establish a University-wide sustainability plan and goals.*

The five overarching goals of the University of Nebraska Strategic Framework address workforce shortages, student access and affordability, accountability in use of resources, partnerships and the University’s people are its greatest assets, and its policies, practices and investments should reflect that. The CORE Facility project supports each of these five goals, and the above highlighted portions of goals 4 and 5, are met through this project. Additionally, the project supports recruitment and retention efforts of students, faculty and staff along with continued growth in extramurally funded research.

B. Consistency with the agency comprehensive capital facilities plan

The project supports the following Campus Facility Development Plan goals:

- 1) The UNMC Capital Facilities Plan for 2016-2021 recommends the continued expansion of research space across the traditional wet lab and the emerging computational dry lab use types to support the growing amount of extramurally funded research.
- 2) The Campus Master Plan identifies the need for new, multi-use and complementary programs on the Saddle Creek Campus. The Core Facility will be an initial catalyst project within the Saddle Creek Campus to stimulate growth.

C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: “Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well-utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.”

This proposed facility is consistent with the CCPE project review criteria and statewide plan through its generation of flexible, cost effective, and adaptable space.

5. Analysis of existing facilities

A. Function and purpose of existing programs as they relate to the proposed project

N/A

B. Square footage of existing areas

N/A

C. Utilization of existing space by facility, room and/or function

N/A

D. Physical deficiencies

N/A

E. Programmatic deficiencies

N/A

F. Replacement cost of existing building

N/A

Campus Operations & Research Excellence Facility

Program Statement

B. Space requirements

1) Basis for square footage/planning parameters

The University of Nebraska System guidelines were applied including recently adopted office space standards for UNMC. In addition, industry standards for conferencing, collaboration space, work and support space, and building amenities were utilized to establish key individual rooms. UNMC has a long history of building flexible, adaptable laboratory spaces with standards implemented throughout the programming of this facility to ensure long term efficiency and sustainability.

	A	B	C	D	E	F	ECCP	Wittson Level 8	Proposed
Circa	~2021	~2019	~2018	~2021	~2017	~2018	~1990	~2021	2021+
Private Office Size NSF	80	120	120	120	120	150	160	132	140
Workstation Size NSF	36	36	36	42	36	36 - 54	49	25-36	42/100 ²
Touchdown Desk Size NSF	25	20	20	30	30	30	30	20	25
Alt Seats per Desk	0.65	0.90	0.75	1.40	0.80	1.00	0.26	0.92	1.00
USF/Person (Desk)	170	149	127	217	140	160	136	220 ¹	190
Office : WS Distribution	10 : 90	20 : 80	5 : 95	5 : 95	20 : 80	10 : 90	20 : 80	20 : 80	2 : 12 : 86 ³
Mobility	various	none	20%	various	none	none	n/a	TBD	70%

2) Square footage difference between existing and proposed areas (net and gross)

N/A

C. Impact of the project on existing space

1) Reutilization and function(s)

This facility supports relocating existing lab usages in environments more centric to campus and with higher equipment or BSL standard needs thus ensuring we have an appropriate utilization of existing and new environments.

2) Demolition

N/A

3) Renovation

Not applicable

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

At this time, the CORE Building team has not identified any existing equipment to be salvaged and relocated. Existing furniture and miscellaneous office equipment do not comply with or fit within the flexible office planning and UNMC and NM standards.

B. Additional Equipment

1) Fixed equipment

- Casework / Millwork
- Chemical fume hoods

Campus Operations & Research Excellence Facility

Program Statement

- Bio-safety cabinets
- Break Room dishwasher / icemaker

2) Movable equipment

- Commercial grade under-counter refrigerator for break rooms
- Modular furniture for workstations, offices, conference rooms, collaboration, storage and work rooms

3) Special or technical equipment

- Copy / printers
- Computers
- Telephone system
- AV for remote collaboration

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The Construction type will be Type IB due to the overall height and total number of stories above grade. Type IB construction requires all primary structural frame (columns, beams, etc.) to be 2-hour, floor construction and associated secondary members to be 2-hour, and roof construction and associated secondary members to be 1-hour. The building will be fully sprinkled.

B. Heating and Cooling Systems

The building's primary heating and cooling system will be provided by chilled water and heating hot water produced by cooling towers, water-cooled chillers, and natural gas boilers. This equipment will have sufficient capacity to serve levels 1, 2, 3, and 6 initially. Space provisions will be made in the main mechanical room, on grade outside, and on the roof for future cooling towers, chillers, boilers, and air handling units to serve levels 4 and 5 during their fit-out. Utilizing this system offers modular expansion for future projects, which can be initially designed for it. Moreover, this system allows the addition of future energy projects such as a heat recovery chiller or ice storage.

The building's secondary system for the administrative office and dry lab functions on levels 1, 2, and 3 will comprise air handlers located on the roof and air terminal units (ATUs) with hot water reheat. The air handling units (AHUs) will be semi-custom variable air volume (VAV), compliant with ASHRAE 90.1, and consist of plenum return fan(s), total energy recovery wheel with economizer bypass, energy recovery wheel pre-filters, MERV 11 final filters, heating hot water coil, chilled water cooling coil, plenum supply fans, and supply/return/outdoor-air airflow monitoring stations. These AHUs will provide ASHRAE 62.1 minimum ventilation, be capable of temperature setbacks during unoccupied hours, and static pressure reset. The roof-mounted AHUs will be zoned so that two AHUs will serve half of levels 1 and 2, while a dedicated AHU will be provided for the dry lab on level 3. The supply air fan speed will be modulated by a variable frequency drive (VFD) to meet the zone requirements. VAV boxes and space temperature sensors will modulate the amount of supply air delivered to each room/area in response to individual cooling demands. If the room/area is in a heating mode, the VAV box will modulate to a minimum position to satisfy ventilation air requirements. If further heating is required, a heating hot water coil at each VAV box will modulate the heating hot water flow to meet the space heating demand. Every VAV box will be equipped with a discharge sound attenuator.

Campus Operations & Research Excellence Facility

Program Statement

AHUs serving the wet lab laboratory function will match the administrative and office AHUs, apart from a MERV 13 final filter, 100% outdoor air operation, and a glycol energy recovery section to recover energy from the laboratory general exhaust system. Laboratories will be provided with air valves and critical room controls to monitor airflow differentials in each zone. Air valves will be provided on the supply, general laboratory exhaust, and chemical fume hood exhaust systems. An air valve will be provided for every chemical fume hood on the manifolded fume hood exhaust system. The air valves will modulate airflow based on the chemical fume hood exhaust rates.

General building exhaust will be provided for levels 1, 2, 3, and the core zones for level 6. The wet labs will be provided with general laboratory exhaust and a manifolded fume hood exhaust system. All laboratory exhaust fans will be of the high-plume and high-velocity discharge type. During the design phase, further analysis will determine if the laboratory exhaust fans will be variable air volume or constant volume with bypass air.

The retail area will be provided with chilled water and heating hot water stubs for future connections as well as outdoor air intake louvers in the building exterior. If desired, the retail tenant can add BTU meters on the hydronic piping so they can be billed separately.

C. Plumbing System

Piping - Sanitary and storm sewer piping shall be service weight cast iron complying with ANSI Standard A-40.1, ASTM Specification A-74, and Fed. Spec. WW-P-401. Joints in underground piping shall be made using bell and spigot pipe and fittings with a compression gasket. Joints in above ground pipe may be made with hubless pipe and fittings, using an acceptable elastomeric sealing sleeve and stainless-steel clamp. Copper drainage tube (DWV) conforming to the requirements of ASTM specification B306 in drawn temper with copper fittings is also acceptable for sanitary sewer drainage. PVC piping shall not be utilized above return air plenum ceilings.

There will be limited laboratory chemical piping. Chemicals will be neutralized at the source or disposal systems in the labs by the tenants.

Fixtures - Fixtures shall be of commercial grade, vitreous china type. All fixtures will be white in color. Handicapped accessible fixtures and the installation of handicapped fixtures shall comply with the Americans Disabilities Act Accessibility Guidelines (ADAAG). Battery powered sensor fixtures will be provided throughout the facility. Electric water coolers (drinking fountains) shall be surface mounted wall hung high/low units, ADA compliant with and integral water bottle filler

Domestic Hot Water - Domestic hot water will be generated by an electric water heater with a thermostatic mixing valve station on each level. Water will be distributed at 120°F.

Water Service - A domestic water booster pump system will be required to service the upper levels of the buildings. Three pressure zones will be utilized to provide the proper water pressure to each floor. Domestic cold water make-up services shall be provided to all required systems. Reduced pressure principal type backflow preventers will protect these makeup water services.

There will be no laboratory air, vacuum, gas, or special water treatment provided for the wet lab floor.

D. Electrical System

There will be individual metering capabilities for each tenant space. A 120/208V panel will be located in an accessible location in each tenant space. The size of these panels will account for 20 Watts/Sq. Ft. in the tenant spaces.

Campus Operations & Research Excellence Facility

Program Statement

Power and data will be provided above every four feet of work bench in the tenant spaces. These power devices will be routed back to the tenant panels provided above.

The main electrical service for the building will be from an OPPD owned and furnished pad-mount transformers. The new electrical service will be 4000A, 480Y/277V, 3-phase, 4-wire, 60 Hz. The concrete pad for the utility transformer will be provided by the contractor and shall be installed per OPPD requirements. Utility metering will be located at the transformer and installed per OPPD requirements. From the secondary side of the transformer, a 4000A service feeder will be routed to the main section of the 4000A switchboard located in the main electrical room on the lowest level of the building.

Code-required emergency power - legally required standby power, and optional standby power will be supplied using a 480Y/277V, 3-phase, 4-wire, 600 kW / 750 kVA diesel engine generator. Fuel storage for the generators shall allow the generator to run for a minimum of 24 hours. A portion of this fuel will be stored in a sub-base tank, and the remaining fuel will be stored in a separate tank. The generator will be located outdoors adjacent to the main electrical distribution system but sufficiently separated from normal power equipment to prevent simultaneous catastrophic failure. The generator enclosure will be weather-resistant, sound-attenuated, and reach-in style. The generator location will be remote from the building air intake.

Uninterruptible power will be provided utilizing UPS units sized appropriately for electrical and computing equipment requiring standby power.

Interior and exterior lighting throughout the project will utilize LED luminaires. LEDs have been clearly shown to provide longer lifetimes, reduced energy consumption, and greater flexibility in lighting design strategies compared to other legacy lighting sources.

Code-required emergency lighting will be provided via circuits backed up by the on-site generators. "Bug-eye" type emergency fixtures will be provided in spaces containing equipment that is part of the emergency electrical system. Exterior fixtures powered by an inverter will be provided on the exterior of the building around the generators to provide an additional source of light for maintenance personnel should utility power and the emergency electrical system both fail simultaneously.

Encelium lighting controls will be used throughout the project to align with the lighting control system currently being used on the campus.

E. Life Safety/ADA

The project will conform to the requirements of the Americans with Disabilities Act.

The facility is considered a high-rise building and will meet all necessary requirements of the State of Nebraska Fire Marshall.

F. Security

The Administrative Facility will have a low voltage card-key system used to control access to the building at exterior doors, on floors and in other spaces which are required to be locked. Video surveillance will be included at building entry points, lobbies, corridors, stairwells, mechanical/electrical/IT rooms and the exterior perimeter. These systems will sync to the Medical Center security system.

Campus Operations & Research Excellence Facility

Program Statement

G. Sustainability

The building design is a response to both the UNMC Sustainability Strategic Plan and the UNMC Design Guidelines. Each category of project performance is addressed, including support for the 35% active transportation goal. In addition to meeting UNMC performance requirements, the building massing and fenestration support occupant health and comfort.

H. Historic or architectural significance

None

I. Artwork

The State of Nebraska 1% for Art Program requirement is applicable.

J. Phasing

The CORE Building core and shell will be constructed in a single phase. Fit out of the individual spaces on some of the floors will occur over time.

K. Future work

Will include 52,120 gross square feet of additional shell space for future use.

L. Other

The campus is governed by the State of Nebraska Fire Marshal.
This project will be designed to 2018 IBC, 2018 IECC
Accessibility: A117.1, 2009 and IBC Chapter 11
UNMC Design Guidelines

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. 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 by the construction manager in 2023. The cost estimate assumes a 5% escalation rate for the 18-month period from to the midpoint of construction.

3) Net and gross square feet

New Construction Net Square Feet: 145,620
New Construction Gross Square Feet: 156,001
New Building Efficiency: 93%

Campus Operations & Research Excellence Facility

Program Statement

4) Project cost per net and gross square foot

\$597 / NSF

\$558 / GSF

5) Construction cost per gross square foot

\$ 476 / GSF

B. Total project cost

Construction	
General Construction	\$ 68,601,934
Site Work/Utilities	\$ -
Fixed Equipment	\$ 1,000,000
In-House Construction	\$ 1,225,300
Construction Contingency	\$ 3,498,904
TOTAL CONSTRUCTION COSTS	\$ 74,326,138
Non-Construction	
Project Planning	\$ 1,225,000
Professional Consultant Fees	\$ 5,856,077
Professional In-house	\$ 816,100
Equipment - Capital	\$ 2,779,350
Equipment - Non-Capital	\$ -
Land Acquisition	\$ -
Artwork	\$ 734,770
Other	\$ 620,000
Non-Construction Contingency	\$ 641,565
TOTAL NON-CONSTRUCTION COSTS	\$ 12,672,862
TOTAL PROJECT COST	\$ 86,999,000

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

\$786,522 (Funded through F&A Income)

2) Estimated additional programmatic costs per year

None

D. Fiscal impact based on annual assessment

N/A

Campus Operations & Research Excellence Facility

Program Statement

10. FUNDING

A. Total funds required: \$86,999,000

B. Project funding sources

Funding Sources	Amount	% Total
Internal Lending Program	\$86,999,000	100%
Total	\$86,999,000	100%

C. Fiscal year expenditures

FISCAL YEAR	EXPENDITURES
FY 2023 - 2024	\$26,099,700
FY 2024 - 2025	\$34,799,600
FY 2025 - 2026	\$26,099,700

11. TIMELINE

- | | |
|--------------------------------------|----------------|
| A. Program Statement | August 2023 |
| B. Intermediate Design Review | December 2023 |
| C. Design Complete | January 2024 |
| D. Start of Construction | September 2023 |
| E. Completion of Construction | February 2026 |
| F. Occupancy | March 2026 |

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 Manager at Risk (CMR)
- 2) **Provide rationale for method selection**

This contract delivery method is recommended due to its ability to shorten the design and construction phases of the project, provide budget clarity during periods of high-cost escalation, obtain a quality contractor during periods when the market is inundated with work and has been used successfully by the University System for projects of this type.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve acquisition of real property located at 414 South 40th Street and 3910 Dewey Avenue in Omaha, NE.

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Jeffrey P. Gold, UNMC Chancellor
Anne Barnes, UNMC Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

In anticipation of future campus development and aligned with the campus master plan, UNMC has agreed to terms with Sixth Generation Properties BEH, LLC to acquire the property located at 414 South 40th Street for \$1,450,000.

In addition, UNMC has agreed to terms with Nebraska Medicine to acquire the property located at 3910 Dewey Avenue for \$727,043.65 plus reimbursement for all utility and maintenance expenses incurred from June 30, 2023 through the agreed-to closing date.

UNMC will utilize cash funds to acquire the properties.

The legal description of the properties are as follows:

414 South 40th Street, Omaha, NE
HIGHLAND PLACE LOT 4 BLOCK 16 7 1/2 FT ADJ ON W & LTS 3 & 94 X 132 1/2

3910 Dewey Avenue, Omaha, NE
THE SOUTH 130 FEET OF THE EAST 50 FEET OF LOT THREE (3), BLOCK SEVENTEEN (17), SMITH'S ADDITION, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA

BACKGROUND INFORMATION

Per Regents Policy 6.2.3(4)(d), acquisition of property valued at greater than \$250,000 shall be submitted to the Board of Regents for approval.

RECOMMENDATION

The President recommends approval of the property acquisitions.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve Amendments to the Property Management Agreements with Scott Residential Management LLC (SRM) for the student residence complexes known as Scott Village and Scott Court at UNO

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Joanne Li, UNO Chancellor
Carol Kirchner, UNO Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The Board of Regents and SRM entered into Property Management Agreements to manage and operate student residence complexes for Scott Village on July 1, 2009, and Scott Court, on September 9, 2011.

Approval of the Amendments to the Property Management Agreements would extend the term of the management services and revise the management fee for the Scott Village and Scott Court student residence complexes. The Amendments would extend the term of the Property Management Agreements with SRM for Scott Village and Scott Court to June 30, 2028. The agreements will automatically renew for successive one (1) year periods unless the University or SRM gives at least one semester's written notice of termination prior to the then-scheduled expiration of the agreement.

In addition, the Amendments would allow the University to reimburse SRM agreed upon costs under section 3.7 and pay to SRM a management fee under Article 7 of six percent (6%) of the Gross Revenue received, payable monthly. The current monthly management fee is 4%. Increasing the management fee will allow SRM to maintain superior housing and dining experiences on the Scott Campus which has a positive correlation on student retention and performance. It will also allow SRM to effectively recruit and improve retention of employees and increase development of professional staff.

BACKGROUND INFORMATION

On January 19, 2002, the Board of Regents authorized the President to "carry out the terms and conditions of the [ground] lease agreement" for Scott Village. The Property Management Agreement for Scott Village was signed under this authorization.

On January 22, 2010, the Board approved a ground lease agreement with the Suzanne and Walter Scott Foundation for additional housing units and parking at UNO. The Property Management Agreement for Scott Court was included as an exhibit under the ground lease agreement.

RECOMMENDATION

The President recommends approval of the amendments.

**AMENDMENT
TO PROPERTY MANAGEMENT AGREEMENT**

THIS AMENDMENT TO MANAGEMENT AGREEMENT (this "**Amendment**") is made and entered into as of May 01, 2023, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (hereinafter called "Owner") and SCOTT RESIDENTIAL MANAGEMENT LLC (hereinafter called "Manager").

WITNESSETH:

WHEREAS, the Owner entered into a Management Agreement, effective as of September 27, 2011, SCOTT RESIDENTIAL MANAGEMENT LLC (the "Manager"), pursuant to which the Manager was engaged to manage and operate a student residence complex serving the University of Nebraska at Omaha, referred to as Scott Court (the "Original Management Agreement"). Terms used and not otherwise defined herein shall have the meanings ascribed to them under the Original Management Agreement; and

WHEREAS, the parties hereto now desire to, among other things, amend the Original Management Agreement to extend the term of the management services and to revise the management fee.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties hereto agree, intending to be legally bound, as follows:

1. Article 2. of the Original Management Agreement is hereby amended and restated in its entirety by replacing it with the following, effective as July 01, 2023:

ARTICLE 2. TERM

"This Agreement will be effective upon signing by both parties, and unless otherwise terminated in accordance with the provisions of this Agreement, end on June 30, 2028. This Agreement shall be automatically renewed for successive one (1) year periods unless either University or Manager shall give at least a one semester written notice of termination prior to the then scheduled expiration of the Agreement."

2. ARTICLE 7. MANAGEMENT FEES of the Original Management Agreement is hereby amended and restated in its entirety by replacing it with the following, effective as July 01, 2023:

ARTICLE 7. MANAGEMENT FEE

"Manager shall be reimbursed for Manager's agreed upon costs under Section 3.7. In addition, Owner shall pay to Manager each year a management fee equal to six percent (6%) of the Gross Revenue received, payable monthly."

3. Except as modified by this Amendment, the Original Management Agreement is hereby reaffirmed in its entirety by the parties hereto and shall continue in full force and effect.

4. This Amendment, together with the Original Management Agreement, constitutes the entire agreement and understanding among the parties and supersedes any prior understandings and/or written or oral agreements among them respecting the subject matter herein.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS, WHEREOF, the undersigned duly authorized representatives of the parties hereto have executed this Agreement.

MANAGER:

Scott Residential Management LLC

By: _____
Jonathan Orlich
President / General Manager (SRM)

Date: _____

UNIVERSITY:

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

By: _____
Walter E. Carter
President

Date: _____

ATTEST:

By: _____
Philip J. Bakken
Corporation Secretary

Date: _____

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TO PROPERTY MANAGEMENT AGREEMENT**

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WHEREAS, the parties hereto now desire to, among other things, amend the Original Management Agreement to extend the term of the management services and to revise the management fee.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties hereto agree, intending to be legally bound, as follows:

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MANAGER:

Scott Residential Management LLC

By: _____
Jonathan Orlich
President / General Manager (SRM)

Date: _____

UNIVERSITY:

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

By: _____
Ted Carter
President

Date: _____

ATTEST:

By: _____
Philip J. Bakken
Corporation Secretary

Date: _____



BOARD OF REGENTS AGENDA ITEM SUMMARY

President Search

October 5, 2023

AGENDA ITEM: Resolution relating to Core Leadership Pillars

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Tim Clare, Board Chair

PURPOSE & KEY POINTS

As part of the 2019 Presidential Search, the Board of Regents, the Presidential Search Advisory Committee, and the Board's executive search firm partners conducted extension listening sessions across the state of Nebraska and the campuses of the University of Nebraska. Based on constituent feedback from these sessions, the following Core Leadership Pillars were adopted:

Proven Leader – demonstrated ability to lead and manage a large, complex organization, work effectively with the elected Board of Regents, build a strong leadership team, and possess a commitment to integrity and ethics.

Strategic Thinker – ability to articulate a vision for the future of the University of Nebraska that can be developed into a strategic plan.

Prioritizes Higher Education, Academic, and Research Excellence – understands, appreciates, and prioritizes excellence in higher education, academics, research; and its importance to faculty, students, and their families, and the state.

Committed to “One Nebraska” – ability to develop and implement more collaboration and cooperation among the four campuses that leads to the whole being greater than the sum of its parts. Maximizes the economic impact to the state. Connects with Nebraskans—rural and urban.

Political Acumen – ability to develop and maintain effective working relationships with the Governor, members of the Legislature, and other elected officials across the state.

Capable of Fundraising – ability to develop and cultivate relationships with potential donors and work with the University of Nebraska Foundation to design major capital campaigns.

Values Diversity and Inclusion – understands and appreciates the importance of campuses having students, faculty, and staff from diverse backgrounds and campuses that are inclusive and welcoming to all.

Values University as a Global Leader – views the University of Nebraska having an impact across the world through its academic programs, research, and service.

Values Intercollegiate Athletics – understands and appreciates intercollegiate athletics, especially Husker Athletics; and views it as an important door to the University of Nebraska.

BACKGROUND INFORMATION

On June 28, 2019, the Board of Regents adopted a resolution directing the Presidential Search Advisory Committee to consider seven Core Leadership Pillars in the development of the Leadership Profile.

On July 9, 2019, the Presidential Search Advisory Committee discussed the seven Core Leadership Pillars recommended by the Board of Regents and added two additional Pillars to the Leadership Profile.

RECOMMENDATION

Affirm the Core Leadership Pillars developed as part of the 2019 Presidential Search.

RESOLUTION

WHEREAS, the selection of our next president is a critically important decision for the University of Nebraska, and

WHEREAS, the Board of Regents wishes to articulate our current thinking on nine “Core Leadership Pillars” based on extension outreach and engagement conducted in 2019, which should serve as the foundation on which the Leadership Profile is built;

NOW, THEREFORE, BE IT RESOLVED, that the Presidential Search Advisory Committee consider the following Core Leadership Pillars for inclusion in the Leadership Profile:

Proven Leader – demonstrated ability to lead and manage a large, complex organization, work effectively with the elected Board of Regents, build a strong leadership team, and possess a commitment to integrity and ethics.

Strategic Thinker – ability to articulate a vision for the future of the University of Nebraska that can be developed into a strategic plan.

Prioritizes Higher Education, Academic, and Research Excellence – understands, appreciates, and prioritizes excellence in higher education, academics, research; and its importance to faculty, students, and their families, and the state.

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Values Intercollegiate Athletics – understands and appreciates intercollegiate athletics, especially Husker Athletics; and views it as an important door to the University of Nebraska.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the members of the Presidential Search Advisory Committee and our executive search consulting partner.



BOARD OF REGENTS AGENDA ITEM SUMMARY

President Search

October 5, 2023

AGENDA ITEM: Selection of Academic Search as the executive search partner for the Presidential Search

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Executive Committee
Tim Clare, Chair
Rob Schafer, Vice Chair
Paul Kenney, Past Chair
Elizabeth O'Connor

PURPOSE & KEY POINTS

Academic Search, Inc. was founded in 1976, and was the first organization in the nation committed to meeting the unique recruiting needs of higher education. The firm is a wholly owned subsidiary of the American Academic Leadership Institute, which provides leadership programs, networking opportunities, and mentorship experiences to prepare administrators to advance to higher positions of responsibility in higher education. Of note, 92% of presidents or chancellors placed by Academic Search serve for five or more years.

The search team includes:

- Jay Lemons, Ph.D., President and Senior Consultant
- George Ross, Ph.D., Senior Consultant
- Jennifer Kookan, Consultant

Services and deliverables include:

- Facilitation of stakeholder listening sessions to ensure input into the needs of the University and understanding of desired leadership attributes for the President.
- Developing a leadership profile and advertisement to reach potential candidates and nominators.
- Cultivation and recruitment of a robust candidate pool.
- Facilitation of reference checks and extensive background checks for due diligence.

Contract Cost: \$225,000 plus reimbursable expenses

BACKGROUND INFORMATION

Section 2.1 of the *Bylaws* provides that “the appointment of the President shall be made by the Board.”

Neb. Rev. Stat. § 85-106.06 provides that “the chief executive officer of the University of Nebraska shall be appointed by the Board of Regents using the enhanced public scrutiny process..., hold office at the pleasure of the board, and receive such compensation as the board may prescribe.”

RECOMMENDATION

The Executive Committee recommends selection of Academic Search as the executive search partner for the Presidential Search.

If approved, the Senior Vice President and CFO is directed to finalize and execute the attached consulting services agreement with Academic Search.

University of Nebraska Consulting Services Agreement

This University of Nebraska Consulting Services Agreement (“Agreement”) is made and entered as of the date of the last signature set forth below (“Effective Date”) between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska (“University”) and Academic Search, Inc. (“Academic Search”). University and Academic Search are collectively referred to as “parties.”

RECITALS

1. University has formed a committee to advise University in the search for its next president (“Search Committee”).
2. Academic Search submitted a proposal to the Search Committee, and the Search Committee recommended University contract with Academic Search to perform executive search services and collaborate with University in the search for its next president.
3. University of Nebraska Board of Regents policy RP-6.2.1.10.f.2) exempts this purchase from competitive bidding.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and the above recitals, which are incorporated herein by this reference, the parties agree as follows:

1. **Description of Services.** Academic Search agrees to provide the services (“Services”) identified in the statement of work (“Statement of Work”) and proposal (“Proposal”) attached to the Agreement. The Statement of Work and Proposal are incorporated into the Agreement by this reference. In the event of a conflict between the terms of (1) this Agreement, (2) the Statement of Work, and (3) the Proposal, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Academic Search agrees to perform the Services to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such services.
2. **Payment.** In full consideration for the Services provided by Academic Search under this Agreement, University shall pay or cause to be paid to Academic Search a fee, pursuant to the Statement of Work within forty-five (45) days after University’s receipt of an accurate invoice and all requested supporting documentation. Along with its invoice, Academic Search shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Academic Search is expected to comply with applicable policies and procedures, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Academic Search agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Academic Search hereunder, unless required by law.
3. **Expenses, Equipment, Tools, Materials, and Supplies.** University shall not be liable to Academic Search for any expenses paid or incurred by Academic Search unless otherwise agreed to in writing by University. Academic Search shall supply, at its sole expense, all equipment, tools, materials, or supplies to provide the Services.

4. **Taxes.** University is generally exempt from payment of state sales and use taxes and local occupation taxes within the State of Nebraska. University will furnish exemption certificates upon written request by Academic Search. If Academic Search is required to pay any taxes from which University is exempt as a result of doing business with University, it shall be solely responsible for the payment of those taxes.

5. **Purchase Order Requirement.** A purchase order shall be issued by University to Academic Search for payment in accordance with the terms of this Agreement. All invoices submitted by Academic Search shall make reference to the appropriate purchase order number to be eligible for payment.

6. **Term.** The term of this Agreement shall commence on the Effective Date and expire on June 30, 2024 ("Term").

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of receipt of the notice of termination. Additionally, University may terminate this Agreement for its convenience immediately upon written notice to Academic Search. Upon termination, University shall promptly pay Academic Search for all fees incurred up to and including the effective date of termination or Academic Search will refund to University a prorated share of any prepaid fees.

8. **Remedies.** In addition to any remedies available to University under law or equity, University may, at its sole discretion, take or require one (1) or more of the following remedial actions if Academic Search's performance is deficient and does not comply with the requirements of the Agreement: (a) require Academic Search to take corrective action to ensure that performance conforms to the requirements of the Agreement; (b) reduce payment to reflect the reduced value of the performance received; (c) require Academic Search to subcontract all or part of the Services at no additional cost to University; (d) withhold payment or require payment of actual damages caused by the deficiency of the Services; (e) replace the deficient Services and deduct the costs of the replacement Services from payments to Academic Search under the Agreement; and (g) terminate the Agreement pursuant to any termination provisions within the Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and University may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. **Representations and Warranties.** Academic Search warrants and represents that each of its employees and agents to perform any of the Services shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Academic Search further warrants the Services provided will conform to the requirements of this Agreement and that in performing the Services Academic Search will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any inspection, acceptance, or payment by University. All warranties shall run to University. If any warranties specified herein or otherwise applicable are breached by Academic Search, University may, at its election, require re-performance of the Services or terminate this Agreement and receive a full refund. Academic Search agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies University may have at law or in equity.

10. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Academic Search is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state,

or local law with respect to any sums paid hereunder. Academic Search is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

11. **Indemnity.** To the fullest extent allowed by law, Academic Search shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, arising out of or in connection with the performance or nonperformance of Academic Search and its officers, employees, agents, and subcontractors under this Agreement.

12. **Insurance.** Academic Search 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 (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Academic Search and its agents and/or employees while engaged in or preparing for the provision of the Services. Upon request by University, Academic Search shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Services. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Academic Search under this Agreement. Academic Search shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Academic Search further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Academic Search is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

13. **Workers' Compensation Insurance.** Academic Search shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by University. Failure to provide a certificate of worker's compensation insurance may, at University's option, result in termination of the Agreement.

14. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the written agreement of the other party shall be void.

15. **Entire Agreement and Amendment.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended except by an agreement signed by Academic Search and an authorized representative of University.

16. **Governing Law and Forum.** The Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party hereunder shall be in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Academic Search in relation to the Agreement may only be instituted in accordance with the provisions of the Nebraska State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306).

17. **Authority to Conduct Business in Nebraska and Service of Process.** Academic Search must independently determine whether Academic Search is required to register with the Nebraska Secretary of State, and, if so, must register and remain in good standing for the Term. If Academic Search is not registered with the Nebraska Secretary of State, Academic Search hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Agreement. Service shall be completed upon Academic Search's actual receipt of process, or upon University's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Academic Search's address is outside the United States, as refused or undeliverable.

18. **Conflict of Interest.** Academic Search certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Academic Search cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

19. **Work Status Verification.** Academic Search 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.

20. **Debarment List.** Academic Search certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Academic Search also certifies that Academic Search, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Academic Search shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Academic Search becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Academic Search become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Academic Search to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

21. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, 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 Academic Search (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Academic Search agrees to defend any challenge to such redactions at its own expense. Academic Search's failure to request redactions to any contracts and documents released by University shall constitute a complete waiver of any and all claims for damages caused by any such release.

22. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to the University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Academic Search (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Academic Search agrees to defend any challenge to such requested redactions at its own expense. Academic Search's failure to request redactions to any information or records released by University shall constitute a complete waiver of any and all claims for damages caused by any such release.

23. **Nondiscrimination.** Academic Search 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 in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

24. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Academic Search shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Academic Search shall cooperate with University following any report of discrimination. In the event University determines that Academic Search or an employee, agent, contractor, or other person affiliated with Academic Search has engaged in discrimination, including harassment, or other inappropriate conduct, Academic Search will take prompt and effective action, in accordance with University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Academic Search or the employee, agent, contractor, or other person affiliated with Academic Search from providing the Services. Academic Search's failure to comply with University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Academic Search acknowledges that University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Academic Search and employees, agents, contractors, and other persons affiliated with Academic Search who are directly providing the Services or present on University premises shall participate in any training as may be required by University from time to time, including training regarding sexual harassment and diversity and inclusion.

25. **Criminal Background Investigations.** If applicable, Academic Search represents and warrants that Academic Search has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Academic Search agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Academic Search or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Academic Search shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Academic Search is an individual, University may require Academic Search complete a background check consistent with current industry standards at University's request. Academic Search shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Academic Search and Academic Search's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Academic Search and Academic Search's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Academic Search and Academic Search's employees or agents cannot be listed on any sex offender registry. Academic Search agrees to ensure any third party with whom Academic Search engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Academic Search.

26. **Equal Opportunity (intentionally bolded).** If this Agreement is for \$10,000 or more and involves federal funds, then Academic Search shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 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 protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors 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.”

27. **Logos or University Marks.** Academic Search shall not use or display any University name, logo, trademark, service mark (individually a “Mark” and collectively the “Marks”) and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Academic Search agrees it will not use 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 Academic Search’s business.

28. **Right to Audit Privilege.** University reserves the right to audit or inspect work performed by Academic Search under the Agreement. University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated. Academic Search shall maintain documentation for all expenses under this Agreement. The books, records and documents of Academic Search, insofar as they relate to services performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by University or its appointed representative. These records shall be maintained in accordance with generally accepted accounting principles.

29. **No Personal Liability.** Academic Search specifically understands and agrees that in no event shall any regent, official, officer, employee, agent, or student of University be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.

30. **Compliance.** Academic Search and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

31. **Severability.** The terms of the Agreement 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.

32. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

33. **Waiver.** A waiver of any term or provision of this Agreement by 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 Agreement. Any such waiver must be in writing 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.

34. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

35. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing

on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

36. **Subcontractors.** Academic Search shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Academic Search shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Academic Search.

37. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Academic Search. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Academic Search may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Academic Search shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Academic Search, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Notices to the University shall be sent to:

Notices to Academic Search shall be sent to:

Mr. Phil Bakken
Chief of Staff to the President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0745

Dr. Shawn M. Hartman
Academic Search
1015 18th Street NW, Suite 510
Washington, DC 20036
Shawn.hartman@academicsearch.org

With copy to:

With copy to (optional):

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Statement of Work

A. Definitions. Capitalized terms used and not defined in this Statement of Work have the respective meanings given to them in the Agreement.

B. Professional Services.

1. Academic Search shall provide executive search services for University for the recruitment and selection of a president (the "Search"). Dr. Jay Lemons and Dr. George Ross will serve as the primary contacts and senior consultants for the Search. Academic Search shall provide the following Services:
 - a. Conduct the Search in accordance with the resolution relating to core leadership pillars adopted by the Board of Regents of the University of Nebraska at its October 5, 2023, meeting.
 - b. Facilitate reaching concurrence on University's needs and the desired leadership characteristics for the new President;
 - c. Organize and monitor the Search process, including guidance of the Search Committee with the development of the position advertisement;
 - d. Consult, as reasonably requested, throughout the duration of the Search. The timeline will be determined in detail in consultation with the Search Committee chair and agreed upon in writing by the parties. The timeline is subject to change upon mutual written agreement of the parties;
 - e. Partner with the Search Committee chair in organizing and facilitating Search Committee meetings;
 - f. Assist in coordinating the entire process for the Search;
 - g. Identify and cultivate candidates with the assistance of the Search Committee and campus community and University stakeholders;
 - h. Assume responsibility for cultivating and recruiting candidates;
 - i. Receive and process all applications for the position and handle all correspondence and contact with the candidates as agreed to with the Search Committee chair;
 - j. Assist in developing and engaging an effective candidate pool screening procedure;
 - k. Develop, in coordination with the Search Committee chair, and implement an efficient screening procedure to narrow the candidate pool to a group of semi-finalist candidates;
 - l. Collaborate with the Search Committee, in coordination with the Search Committee chair, in identifying finalists from the pool of semi-finalists;
 - m. Provide in-depth evaluations, including background, reference, credit, and education verification checks of the finalist candidates;
 - n. Advise University regarding the structure, schedule, and procedure of the finalist candidate(s) interviews that University will coordinate;
 - o. Draft correspondence and communications with the University community regarding the Search and meeting agendas for the Search Committee chair's review and approval;
 - p. Handle all search-related administrative services;
 - q. Provide guidance to Search Committee chair to facilitate University making an offer to candidates;
 - r. Guide the preparation and implementation of a transition plan for the new president, University administration, and campus communities;
 - s. Be available to the successful candidate for transition purposes for twelve (12) months following the successful candidate's assumption of duties; and
2. Academic Search shall also perform the Services for each phase of the Search identified in the Proposal.

C. Fees and Expenses.

1. The professional services fee will be \$225,000.00. All expenses are invoiced monthly and shall be in addition to the professional services fee. The professional services fee will be invoiced according to the following schedule and due in accordance with section 2 of the Agreement:
 - Upon Effective Date of contract - \$75,000.00
 - Upon conclusion of recruiting (priority consideration deadline) - \$75,000.00

Upon public announcement of Priority Candidate- \$75,000.00

2. When travel is prudent and requested, all consultant and candidate travel expenses will be billed at cost and follow University's travel policies. The number of campus visits by the Academic Search team and the number of candidate interviews will be determined by the chair of the Search Committee in consultation with the Academic Search team. Academic Search does not add a surcharge to these expenses.
3. Advertisements are placed through a third-party that are charged back at cost. University can elect to place advertisements and must approve the Academic Search suggested advertising schedule prior to placement.
4. Academic Search will charge University a background check fee of \$2,975.00. The background check fee includes but is not limited to internet and social media checks on first interview candidates and behind paywall and further internet research, education verification, reference, credit, and FCRA-compliant background checks for the finalist candidates. Academic Search retains the services of third-party firms to conduct this research. Academic Search shall provide University with all background, education verification, credit, and reference check and research materials, including but not limited to third-party materials provided to Academic Search, for University's review prior to determination of the Priority Candidate. Academic Search cannot and does not warrant the accuracy and thoroughness of background checks conducted by third parties.

D. Confidentiality.

1. "Confidential Information" shall mean all information provided by one party to the other which is either identified as confidential at the time of disclosure or disclosed under circumstances that would cause a reasonable person to conclude that the information is confidential. Each party (i) shall protect the other party's Confidential Information from unauthorized disclosure, using at least the same degree of care that it uses to protect its own Confidential Information, but not less than reasonable care; (ii) shall not, except as required by law, disclose the other party's Confidential Information without the prior written consent of such other party and the candidate, if applicable; provided, however, that Academic Search may disclose University Confidential Information as necessary to conduct the Search; and (iii) shall use the other party's Confidential Information solely in connection with the Services.
2. All candidate information and personal data shall be Academic Search's Confidential Information. Academic Search shall create and maintain a confidential, secure, password protected database of candidate information and personal data to share only with Academic Search staff and University staff designated by University. The candidate database, the identities of candidates, and any data regarding candidates is the confidential, trade secret, and proprietary property of Academic Search.
3. It is important to underscore the extremely confidential nature of the Search. Notwithstanding anything to the contrary in the Agreement or this Statement of Work:
 - a. For the purposes of this section D, "Priority Candidate" shall have the meaning given in Neb. Rev. Stat. § 85-106.06;
 - b. Academic Search acknowledges that Neb. Rev. Stat. § 85-106.06 requires University to disclose application materials submitted by the Priority Candidate upon request;
 - c. Prior to determination of the Priority Candidate, all information related to the Search is confidential, trade secret, and proprietary to and the property of Academic Search;
 - d. Upon determination of the Priority Candidate, all information related to the Search other than application materials submitted by the Priority Candidate is confidential, trade secret, and proprietary to and the property of Academic Search;
 - e. The Priority Candidate will be mutually determined in the process of the Search;
 - f. Except as required by law or provided in this Agreement, information related to the Search shall not be copied, disclosed, or distributed to parties not involved in the Search;
 - g. Academic Search and University represent and warrant to each other that each of them will, except as required by law, keep strictly confidential within Academic Search and University staff designated by University all information pertaining to the Search; and
 - h. To the extent permitted by law, no information will be released by either University or any Academic Search personnel engaged in the Search without the prior knowledge and consent of University staff designated by University.

These confidentiality measures are essential to protect the confidences of and attract the best candidates. Academic Search and University understand, accept, and will comply with the other party's confidentiality policy. Any breach of this section D shall constitute a material breach of the Agreement.

E. General Considerations.

1. The Search Committee chair shall be available by telephone or video conference to the Academic Search team on approximately a weekly basis.
2. The Academic Search team shall be kept informed of significant developments in the Search Committee's progress, relevant University events, and any proposed changes in policy or procedure relating to the Search.
3. In the event the Search Committee chair is not satisfied with the candidates recruited, Academic Search will conduct either an extended search or a second search (to be launched within 12 months of the Effective Date) without charge, except for expenses and an administrative fee of \$10,000.00. Any search placed on hold for more than six months will be considered canceled.
4. In the event a finalist recruited by Academic Search on a first search is terminated by University or resigns within the first twelve months from their first day of employment, Academic Search agrees to conduct a second search for a replacement without charge, except for direct expenses and an administrative fee of \$10,000.00. Notice must be provided to Academic Search within 30 days of departure that includes documentation to the official dates of employment that cannot exceed 365 days to activate the placement guarantee. The new search will commence within 90 days of the departure on a mutually agreed-upon start date. All invoices from the initial search must be paid within 60 days of the final invoice to activate the placement guarantee. This guarantee applies only to searches that have no material change in the job description or responsibilities. It excludes those situations where an appointment departs due to organizational realignment, department restructuring, or material changes to the position.
5. In the event University of Nebraska chooses to hire candidates from amongst the applicants or candidates within 12 months of posting, for any other positions which are not the subject to the Agreement, University shall pay Academic Search a fee for each additional person hired at the rate of 25% of the first year's annual base salary at the time of hire. This section E.5 shall not apply to candidates who are employees of University at the time of hire.
6. Academic Search may use the University of Nebraska name and logo in web or print ads, announcements, and other communication announcing the vacancy and recruiting candidates and to communicate the final candidate chosen once the appointment or selection has been made public.

Academic Search

UNIVERSITY OF
Nebraska

President

Dr. L. Jay Lemons
President & Senior Consultant

Dr. George Ross
Senior Consultant

Ms. Jennifer Kooker
Consultant

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ACADEMIC SEARCH

Academic Search, Inc. was founded in 1976, and was the first organization in the nation committed to meeting the unique recruiting needs of higher education. The firm has remained in continuous and expanding operation for more than 45 years, and currently engages a team of more than 80 highly trained and experienced consultants serving public and private colleges and universities, as well as higher education-related organizations. Academic Search is a wholly owned subsidiary of the American Academic Leadership Institute.

The mission of the firm remains to provide colleges and universities with highly professional, institutionally focused search services modeled on best recruiting practices across all business sectors.

ACADEMIC SEARCH EXPERIENCE AND AREAS OF SPECIALIZATION

Academic Search currently averages 100-200 searches per fiscal year, of which more than 95% are performed on behalf of institutions or systems of higher education. The remaining searches are facilitated for organizations related to higher education such as national associations serving colleges and universities, or institution-based entities such as libraries, museums, performing arts venues, and medical centers.

The highest percentage of searches performed by Academic Search are for president/chancellor or cabinet officers, and for top academic leadership at the dean level. Primary disciplines for which services are engaged are administration and academic administration, business and finance, advancement, student affairs, admissions and enrollment, diversity and inclusion, and general counsel and other professional positions. Within academic leadership, searches for decanal-level personnel in education, business, arts and humanities, and STEM disciplines including nursing and other healthcare areas form the bulk of the firm's services.

A LONG RECORD OF PROVEN OUTCOMES

TOP 40
SEARCH FIRMS

Academic Search has been named to Hunt Scanlon's list of the top 40 search firms in the nation serving higher education and top 50 across all industry sectors.

MORE THAN

2,400

EXECUTIVE
SEARCHES

Since its inception, Academic Search has completed more than 2,400 executive searches.

MORE THAN

6 IN 10

In the past five years, 64% of all searches conducted by Academic Search have resulted in the appointment of women and/or persons of color.

99%
SATISFACTION
RATE

Academic Search has a 99% satisfaction rating from its partner institutions, based on post-search feedback. In addition, 59% of our engagements over the last five years have originated from existing or former partner institutions who re-engage our organization after an initial successful experience.

**APPOINTEES
WHO STAY**

The remarkably high percentage of appointees who remain in office five years later attests to the ways Academic Search matches institutional needs with qualified applicants.

92% PRESIDENTS/
CHANCELLORS

82% VICE PRESIDENTS/
VICE CHANCELLORS

87% DEANS

STRATEGIC ADVANTAGE

Hiring qualified and effective new team members is critical to the life of any institution of higher education. Academic Search is focused on partnering with colleges, universities, and systems to attract the best teams possible. We pledge to advocate enthusiastically for the University of Nebraska (NU or the university), to attend to the needs of your search committee, to advise candidates clearly and ethically, and to manage the search process so that you can focus on selecting the top candidate for President.

The Academic Search **value proposition** is based on providing service in five ways that you can rely on unequivocally to achieve your goals in this search: expertise, excellence, reach, trust, and equity and inclusion.

EXPERTISE

Academic Search brings a deep understanding of college and university processes emanating from specialization in higher education searches for more than 45 years. Our accomplished consultants understand intimately the qualities that make a successful executive leader. Our team includes thoughtful advisors who have vast professional networks, extensive higher education leadership experience, and decades of recruitment expertise. NU will benefit directly from their hands-on involvement in the recruiting, evaluation, and vetting of your candidate pool.

EXCELLENCE

Your search process will be customized to your university culture and your particular needs at this time, but it is grounded in the shared experience of best practices. Our consultants will design and manage a search process that not only achieves deliverables in the proposed timeline but promotes a positive impression of the university in the higher education community. At every stage of the search, you can count on expert advisement and counsel from the search consultants as well as the entire Academic Search team and its collective knowledge of excellent practices.

OUR MISSION

Founded by higher education leaders more than four decades ago, Academic Search is dedicated to the principle that the value we offer to partner institutions is combining best recruitment practices with deep knowledge and experience. By providing outstanding executive recruitment services, executive consulting, and transition support, in partnership with our parent organization, the American Academic Leadership Institute, we continue to fulfill our mission to enhance institutional capacity, increase diversity so that leadership reflects the students being served, and promote excellence in higher education leadership.

REACH

You will benefit from the nationwide connections forged over decades by Academic Search. Our consultants and experts will be the ones who get to know you and recruit on your behalf. The strategies for advertising and promoting the search for a new chief executive will bring awareness of this opportunity to both current and rising leaders in higher education.

TRUST

You can rely on your partners at Academic Search to approach this process with honesty and integrity. You will see this in our regular updates on the progress of the search and careful approach to maintaining confidentiality. You can count on your search consultants to be trustworthy partners, working with discretion and professionalism, not just with the University of Nebraska and your constituents but also in interacting with candidates, with whom we build a deep trust.

EQUITY AND INCLUSION

We are dedicated to making a difference through the vital role we play in serving the cause of higher education. Your search will be exposed to the broadest range of potential candidates through strategic placement of position announcements and direct contact with prospective applicants who represent the entire spectrum of diversity. We will work with the university to mitigate bias and infuse equity and inclusion throughout the search process. Academic Search has come together with other members of the Association of Executive Search and Leadership Consultants (AESC) in signing the [AESC Diversity Pledge](#); we have an internal Steering Committee for Diversity, Equity, and Inclusion; fund fellowships for leadership development programs for persons from underrepresented groups; and make diversity a high priority in our recruitment of internal team members.

THE ACADEMIC SEARCH GUARANTEE

Our goal is to stay with you through a successful conclusion to the search. If the hiring authority is not satisfied with the candidates recommended or a search is not concluded for other reasons, we will offer to conduct either an extended search or a second search. Typically, we ask that a second search be launched within 12 months of the original contract.

If an appointed candidate is terminated for cause within 12 months of appointment, or the appointee voluntarily leaves within the first 12 months after first reporting to work, we will conduct a second search without any additional professional fee, as long as the search commences within three months after the position is vacated. In each of these scenarios, the only additional charges will be related to discretionary expenses approved by the University of Nebraska related to candidate travel, consultant travel, advertising, and background checks, and an administrative fee of \$10,000.

YOUR SEARCH TEAM

In selecting Academic Search, you are choosing an experienced search team who will take the time to get to know you and your needs and priorities. We proudly propose Dr. L. Jay Lemons, President and Senior Consultant, Dr. George Ross, Senior Consultant, and Ms. Jennifer Kooken, Consultant, to partner with you as the lead consultants on your presidential search.

The team proposed brings an unparalleled level of experience in higher education-related recruitment to the service of NU, including experience with CEO-level searches for the Nebraska State College System, Nevada System of Higher Education, Massachusetts Department of Higher Education, the New England Commission on Higher Education, and the Northwest Commission on Colleges and Universities. Dr. Lemons is a native Nebraskan and graduate of a University of Nebraska institution and brings great love and understanding of his home state. This, along with recent work on two presidential searches for colleges in the Nebraska State College System, will translate to our team quickly understanding the landscape of higher education in Nebraska and telling the NU story more effectively in the recruitment of candidates.

Dr. Lemons, Dr. Ross, and Ms. Kooken will be the primary contacts and lead recruiters for your search. To assist you and your search committee, they will be responsible for generating a diverse pool of outstanding candidates; establishing and maintaining close communication with the search committee and search chair; meeting with key university officials; and providing leadership for all phases of the search. Dr. Lemons, Dr. Ross, and Ms. Kooken will participate in search committee meetings and partner with the search chair to prepare meeting needs, such as agendas or other handouts. In addition, they will guide the committee through an objective candidate evaluation and selection process, advise the committee on interview best practices, and conduct due diligence on selected candidates. Additional details regarding our search process and methodology are discussed later in this proposal. The following pages introduce you to your search team; full curricula vitae are available upon request.



DR. L. JAY LEMONS
PRESIDENT & SENIOR CONSULTANT

Dr. Jay Lemons became president of Academic Search in 2017 after serving for 25 years as a college president in both public and private higher education. A recognized leader in the academy, Dr. Lemons is devoted to supporting leadership and talent development by working with new college presidents on the

faculty of the presidents' programs of the American Association of State Colleges and Universities (AASCU) and the Council of Independent Colleges (CIC), and through the professional development programs for aspiring leaders of the American Academic Leadership Institute (AALI). His passion for working with new and emerging leaders and the opportunity to help them build teams and their institutions led him to accept the call to the presidency of Academic Search.

Dr. Lemons was president of Susquehanna University in Selinsgrove, Pa., from 2001 through June 30, 2017, and prior to that served as chancellor of the University of Virginia's (UVA) College at Wise, UVA's public liberal arts college in southwestern Virginia. Both institutions experienced highly generative periods of growth and development under his leadership. As a result, he understands colleges and universities and the leadership needed to propel institutions into the future. Earlier in his career, Dr. Lemons served in various roles at Texas A&M University, Nebraska Wesleyan University, and the University of Virginia. Each of these experiences deepened his knowledge of the complex array of positions and leadership talent needed for institutions to be successful in a rapidly changing world.

Dr. Lemons is a leader whom others in higher education have recognized for his ability to work across institutions and systems, having served in key leadership positions in many national, state, and local organizations. Most recently, he is the immediate past vice chair and acting chair of the National Collegiate Athletic Association's (NCAA) Board of Governors. Dr. Lemons also chaired the Association of Independent Colleges and Universities of Pennsylvania, the NCAA Division III Presidents Council, the Council of Presidents of the Evangelical Lutheran Church in America, the Pennsylvania Campus Compact, and the Greater Susquehanna Valley Chamber of Commerce. In addition, he served on boards or committees of the Council of Independent Colleges, the American Council on Education, the American Association of State Colleges and Universities, and the National Association of Independent Colleges and Universities.

A native Nebraskan, Dr. Lemons earned his Ph.D. in Higher Education Administration at the University of Virginia, an M.Ed. in Educational Psychology at the University of Nebraska-Lincoln, and his baccalaureate degree at Nebraska Wesleyan.

Searches facilitated by Dr. Lemons include the following. Searches for chief executive officers in colleges, universities, and higher education-related organizations are shown in bold.

Institution	State	Position
American Association of State Colleges and Universities (AASCU)	Washington, DC	President
American Association of State Colleges and Universities (AASCU)	Washington, DC	Vice President for Academic Innovation and Transformation

American Association of State Colleges and Universities (AASCU)	Washington, DC	Vice President for Administration and Finance
American Association of State Colleges and Universities (AASCU)	Washington, DC	Vice President for Communications
American Association of State Colleges and Universities (AASCU)	Washington, DC	Vice President for Leadership Development and Partnerships
Association of Independent Colleges and Universities in New Jersey (AICUNJ)	New Jersey	President
Augustana College	Illinois	President
Berea College	Kentucky	President
Black Hills State University	South Dakota	President
California Lutheran University	California	President
California Lutheran University	California	Vice President for University Advancement
Carlow University	Pennsylvania	President
Chadron State College	Nebraska	President
Concordia College at Moorhead	Minnesota	President
Council of Independent Colleges	Washington, DC	President
Council of Independent Colleges in Virginia	Virginia	President
CUNY College of Staten Island	New York	Provost and Vice President for Academic Affairs
Eckerd College	Florida	President
Gonzaga University	Washington	Assistant Provost for Diversity and Inclusion Excellence
Gonzaga University	Washington	Dean of the College of Arts and Sciences
Gonzaga University	Washington	Dean of the School of Leadership Studies
Gonzaga University	Washington	Dean of the School of Nursing and Human Physiology
Gonzaga University	Washington	Provost and Senior Vice President
Gonzaga University	Washington	Vice Provost for Student Affairs
Hartwick College	New York	President
Mary Baldwin University	Virginia	President
Maryland Independent College and University Association	Maryland	President
Massachusetts Department of Higher Education	Massachusetts	Commissioner
Monmouth College	Illinois	Vice President for Academic Affairs and Dean of the Faculty
Monmouth College	Illinois	Vice President for Business and Finance

National Association of Independent Colleges and Universities	Washington, DC	President
National Association of Independent Colleges and Universities	Washington, DC	Vice President and Chief Operating Officer
Nebraska State College System	Nebraska	Chancellor
Nevada System of Higher Education	Nevada	Chancellor
New England Commission on Higher Education	Massachusetts	President
Ohio Northern University	Ohio	President
Peru State College	Nebraska	President
Roanoke College	Virginia	President
Saint Elizabeth University	New Jersey	President
Saint Michael's College	Vermont	President
Salisbury University	Maryland	President
Sam Houston State University	Texas	President
Simpson College	Iowa	President
Simpson College	Iowa	Vice President Business and Finance
The Northwest Commission on Colleges and Universities	Washington	President and CEO
University of Maryland Eastern Shore	Maryland	President
University of Nebraska at Omaha	Nebraska	Dean of the School of Business
University of Nevada-Reno	Nevada	Executive Vice President and Provost
University of Redlands	California	President
University of Redlands	California	Provost
Wagner College	New York	Dean of the Nicolais School of Business
Wagner College	New York	President
Wilson College	Pennsylvania	President



DR. GEORGE ROSS SENIOR CONSULTANT

Dr. George Ross spent nearly 30 years in higher education driven by the desire to make a difference. As the son of a Mississippi sharecropper, the only child in a family of 12 siblings to attend college, and the first Black president of Central Michigan University, Dr. Ross has made an impact at every stop in his career.

Dr. Ross found his professional start in finance. After working in the private sector as a certified public accountant and director of finance for the Center for Creative Studies in Detroit., he made his way into higher education. Dr. Ross took on various demanding roles, including vice president for business and fiscal affairs at Tuskegee University, the vice chancellor for administration and finance at the University of Tennessee at Chattanooga, and the executive vice president at Clark Atlanta University. From there, he was vice president for finance and administrative services and treasurer at Central Michigan and wasn't actively looking to take a position elsewhere. Then, however, a president vacancy in his home state came calling.

Alcorn State University announced Dr. Ross as its new president in 2007. The institution is a 45-minute drive from the small town where he was born, and Alcorn State pursued him determinedly. When his wife, Elizabeth, reminded him of his lifelong goal to make a difference, Dr. Ross accepted the presidency. At the time, the school was experiencing financial woes, and he knew his strong CPA background would be beneficial. In just two years at Alcorn State, Dr. Ross improved the school's fiscal standing, secured \$47 million for new student housing, and increased enrollment. Dr. Ross was then named president at CMU, where he led the university for eight years.

Since joining Academic Search as a senior consultant in 2018, Dr. Ross has taken on his searches the same way he approached any other job in his career: doing the right thing. He is forthcoming in his method and lets honesty and integrity guide him. Dr. Ross believes in the power of hard work and considers higher education transformative and life changing.

In addition to his executive work, Dr. Ross is a member of the Charles Stewart Mott Foundation's Board of Trustees and was previously the secretary-treasurer of the American Association of State Colleges and Universities' board of directors. As president of Central Michigan, Dr. Ross launched the university's College of Medicine, opened a biosciences building, increased university-funded scholarships, and much more.

Searches facilitated by Dr. Ross include the following. Searches for chief executive officers in colleges, universities, and higher education-related organizations are shown in bold.

Institution	State	Position
Alabama A & M University	Alabama	President
Berea College	Kentucky	President
Cleary University	Michigan	President
Lamar University	Texas	Vice President for Finance and Operations and Chief Financial Officer
Simpson College	Iowa	Vice President Business and Finance

Jennifer Kookan’s meticulous attention to detail and exemplary management skills have



JENNIFER KOOKAN
CONSULTANT

helped make her a consultant entrusted in searches at the highest levels of academia. Ms. Kookan lends her expertise to searches and plays a critical role in ensuring the processes run smoothly and end successfully.

Ms. Kookan approaches each task with a problem-solver’s mindset. When assigned to a search, she deploys her exceptional organizational skills. Ms. Kookan manages the timeline and ensures everyone abides by it, and she elevates the experience for an institution by providing an open line of communication, organizing meetings and interviews, managing outreach, updating the community and other interested parties with the search status, and more. With her management experience and impressive knowledge of university governance, Ms. Kookan can customize a search process to meet and exceed the needs of each institution, which is one of Academic Search’s trademark offerings.

Before joining Academic Search, Ms. Kookan was the Director of Business School Initiatives at Merrimack College. Ms. Kookan was also a professional education and training consultant with the Graduate Management Admission Council, and she was the Assistant Director of Graduate Admissions for Babson College.

While Ms. Kookan enjoys all aspects of a search, she holds a particular affinity for the pre-search visit, in which she meets members of the search committee, hiring committee, administrators, students, faculty, and others invested in the new hire. During this visit, she can familiarize herself with the institution’s culture, understand the needs it wants to address, and

acknowledge the goals it wants to set. By combining her pragmatic approach with her motivation to attract the best possible candidates, Ms. Kooken can create a strategic search plan and a detailed position profile that will accurately represent the school and job opening. Then, she can help cultivate robust candidate pools and present excellent potential new hires to a broad range of clients.

Before being named a consultant with Academic Search in 2020, Ms. Kooken was an associate consultant at the firm for two years. She was responsible for behind-the-scenes work like scheduling interviews and gathering research. Her remarkable organizational skills and devotion to the mission made her invaluable in searches, and she has continued to thrive in her current position.

Ms. Kooken holds an M.B.A. from Babson College and received her B.S. in Education with a concentration in Mathematics from Bucknell University.

Searches facilitated by Ms. Kooken include the following. Searches for chief executive officers in colleges, universities, and higher education-related organizations are shown in bold.

Institution	State	Position
American Association of State Colleges and Universities (AASCU)	Washington, DC	Vice President for Leadership Development and Partnerships
Association of Independent Colleges and Universities in New Jersey (AICUNJ)	New Jersey	President
Augustana College	Illinois	President
Berea College	Kentucky	President
Black Hills State University	South Dakota	President
California Lutheran University	California	President
California State University-Channel Islands	California	Associate Dean of Education
California State University-Northridge	California	Dean of the College of Engineering and Computer Science
Carlow University	Pennsylvania	President
Chadron State College	Nebraska	President
Concordia College at Moorhead	Minnesota	President
Council of Independent Colleges	Washington, DC	President
Council of Independent Colleges in Virginia	Virginia	President
Florida Southern College	Florida	Dean of the Barney Barnett School of Business and Free Enterprise

Gonzaga University	Washington	Dean of the College of Arts and Sciences
Hartwick College	New York	President
Mary Baldwin University	Virginia	President
Maryland Independent College and University Association	Maryland	President
Massachusetts Department of Higher Education	Massachusetts	Commissioner
Monmouth College	Illinois	Vice President for Business and Finance
National Association of Independent Colleges and Universities	Washington, DC	Vice President and Chief Operating Officer
National Association of Independent Colleges and Universities	Washington, DC	President
Nevada System of Higher Education	Nevada	Chancellor
New England Commission on Higher Education	Massachusetts	President
Ohio Northern University	Ohio	President
Peru State College	Nebraska	President
Roanoke College	Virginia	President
Saint Elizabeth University	New Jersey	President
Salisbury University	Maryland	President
Salisbury University	Maryland	Provost
Sam Houston State University	Texas	President
Simpson College	Iowa	Vice President Business and Finance
Simpson College	Iowa	President
St. Norbert College	Wisconsin	Vice President for Business and Finance
The University of Alabama	Alabama	Dean of Arts and Sciences
The University of Alabama	Alabama	Dean of the Honors College
University of Alabama in Huntsville	Alabama	President
University of Nebraska at Omaha	Nebraska	Dean of the School of Business
University of Redlands	California	Provost
Wilson College	Pennsylvania	President

SEARCH SUPPORT

Your search for the new chief executive will be supported by a trained, specialized, and experienced team of professionals who will assist you in managing all aspects of the search process.

Your team will include an **associate consultant**, who has vast knowledge of and expertise in higher education. The associate will work closely with Dr. Lemons, Dr. Ross, and Ms. Kooken, your search committee, and a designated university liaison or the search chair in handling the logistical and administrative matters of the search. At every stage of the search process, the associate is available to reduce the burden on the university community. The associate will work with the appropriate individuals to coordinate the details of candidate interviews, while ensuring that university travel policies and procedures are followed, to handle technological needs, and to manage organizational details like expense reports.

In addition to direct search support, Academic Search provides resources for the search team and for you that include:

Administrative Support

Although Dr. Lemons, Dr. Ross, and Ms. Kooken will serve as the primary contacts for the search and will be responsible for all deliverables, our entire consulting team is available to add expertise to the process. Academic Search **Senior Vice President and Chief Operating Officer, Dr. Shawn Hartman**, may be contacted for additional support. He is ready to be of service to assist you in meeting your needs and is available to your search chair and hiring authority at any point in the search. At the outset, Dr. Hartman works quickly with your purchasing department or other appropriate university officials to execute your standard contract or our simple three-page contract, as he is the authorized agent for Academic Search. He will also ensure that any of your questions concerning billing and invoices are addressed by the finance team.

Technological Support

Technology can be a serious challenge in a search. Your search committee will benefit from our in-house technical team, which includes **Director of Operations, Ms. Kelly Daniels, and Director of Technology Services, Dr. Tondrika Dilligard**. They can help the search committee by arranging video interviews or meetings at any stage in the search process, handling the creation of campus surveys, and helping to support virtual ADA compliance needs. In addition, they manage the security and reliability of your search committee website, where all application materials are housed, and are available to assist committee members with any website-related issues.

If you are interested in learning more about our team, biographies can be found at www.academicsearch.org/our-team.

CUSTOMIZED METHODOLOGY

Academic Search defined best practices in executive search in higher education over 45 years ago. We continually seek creative and innovative ways to pair our decades of experience and wisdom with special attention to NU's unique customs and culture. Working closely with your team, Dr. Lemons, Dr. Ross, and Ms. Kooken will customize this comprehensive search process to satisfy your specific needs and priorities.

FROM CONTRACT
SIGNING TO WEEK 4

1. ORGANIZE

Your successful search begins with clear organization, communication, and collaboration with stakeholders. We will work closely with you to set specific priorities and goals for each phase of the search process. Working with the search committee and the hiring authority, Dr. Lemons, Dr. Ross, and Ms. Kooken will facilitate this phase of the process, as needed, by:

- advising on the composition of the search committee and the charge to the committee;
- collaborating with university officials on available resources to educate committee members on how to confront and mitigate bias;
- guiding the committee on best practices for an ethical and confidential search process;
- developing a clear search timeline;
- meeting with key stakeholders for their perspectives on the culture of the university and the qualities needed in the next President;
- developing a profile and advertisement to reach potential candidates and nominators;
- establishing a communication plan to keep candidates, the search committee, and system-wide constituents appropriately apprised of search progress; and
- meeting with officials in Human Resources and other departments to ensure an understanding of university policies and procedures and compliance with local, state, and federal regulations.

Deliverables: search timeline, position profile, advertisement, advertising plan that ensures exposure to diverse individuals

WEEKS
5-12

2. RECRUIT

In this phase of the search, Dr. Lemons, Dr. Ross, and Ms. Kooken will be recruiting extensively, reaching broad and diverse populations of qualified individuals, and advocating directly on behalf of NU to elicit exceptional applicants. You can count on the confidential and hands-on services they are performing:

- targeted email outreach to prospective candidates and nominators through the extensive proprietary database of Academic Search;
- targeted messages to leadership development organizations;
- individual, personal conversations with prospective candidates to promote the University of Nebraska and this opportunity for the new President; and
- communication with those in Academic Search's consultants' personal networks.

Deliverables: recruitment of a diverse pool of highly qualified candidates, updates on search progress, creation of a password-protected website to house candidate materials

WEEKS
13-16

3. EVALUATE, SELECT, AND INTERVIEW SEMIFINALIST CANDIDATES

Once a pool of candidates has been created, we will partner with your search committee in designing and implementing a selection process tailored to your needs. Dr. Lemons, Dr. Ross, and Ms. Kooken will work with the search committee to lend expertise to these important steps:

- developing an objective, equitable review method for evaluating candidate materials, including instrumentation and training to the search committee in candidate review techniques;
- sharing information and insights gained from conversations with candidates and others; and
- designing a uniform process for conducting semifinalist interviews.

Deliverables: sharing of information gathered on candidates; sample evaluation tool and interview questions; assistance with interview logistics and selection of semifinalists; continued communication with candidates regarding their status in the search

During the closing stage of the search, Dr. Lemons, Dr. Ross, and Ms. Kooken will assist the search committee in identifying finalists, provide counsel on the finalist interviews, conduct due diligence, and assist in shepherding the top candidate through the appointment process. Specifically, you can rely on assistance in these areas:

- providing guidelines for finalist visits and interviews;
- administering feedback surveys from all who meet with finalists;
- facilitating reference calls and media and background checks, consistent with laws and regulations that govern the University of Nebraska;
- assisting the search committee in making recommendations to the hiring authority;
- communicating with candidates on their status in the search and announcing the appointment once it is finalized and public; and
- consulting on transition and onboarding activities, as needed.

 ***Deliverables: assistance with selection of finalists; background, media, and reference checks on finalist candidates; follow-up communication with candidates; transition-related consultation***

SAMPLE TIMELINE

At the initiation of search activity, a firm written schedule specific to the needs of the search will be developed collaboratively and approved by the University of Nebraska. Thereafter, Academic Search will adhere to that schedule unless modified with the approval of the university.

STEPS	TIMEFRAME
<p>1. Organize</p> <ul style="list-style-type: none"> • Begin work with the search chair and Board of Regents • Conduct pre-search visits (late September/early October) • Finalize the position profile and advertising plan 	<p>Upon Contract Signing – Mid-October 2023</p>
<p>2. Recruit</p> <ul style="list-style-type: none"> • Implement a broad nationwide outreach • Elicit candidacies and individually follow up on each nomination • Make direct contact with prospects and candidates • Accept and process applicant materials 	<p>Late October – December 2023</p>
<p>3. Evaluate, Select, and Interview Semifinalist Candidates</p> <ul style="list-style-type: none"> • Establish a dedicated online site for candidate materials • Assist the search committee in establishing its evaluation process • Manage candidate logistics and facilitate interviews • *Conduct preliminary due diligence 	<p>January 2024</p>
<p>4. Close the Search</p> <ul style="list-style-type: none"> • Assist in planning and execution of finalist interviews • *Complete final due diligence • Assist as needed with contract negotiations • Update candidates, nominators, and references of the outcome and assist with search closure • New President is appointed 	<p>February 2024</p>

*Initial research including social media investigation as well as Lexis Nexis and Google searches will be conducted on each semifinalist candidate. For finalists, Academic Search will continue its research and use a properly credentialed and licensed third-party firm to conduct FCRA background checks, including degree verifications.

RELEVANT EXPERIENCE

Academic Search has performed successful recruitment projects for institutions in 49 states and nine foreign countries in the last 10 years. Academic Search has assisted the following institutions of higher education and related organizations with presidential-level searches in the past five years.

Institution	State	Position
Accrediting Commission for Community and Junior Colleges	California	President
Alabama A & M University	Alabama	President
American University of Nigeria	Adamawa	Vice Chancellor/President
Antioch College	Ohio	President
Aquinas College	Michigan	President
Association of Catholic Colleges and Universities	Washington, DC	President
Association of Independent Colleges and Universities in New Jersey (AICUNJ)	New Jersey	President and Chief Executive Officer
Athens State University	Alabama	President
Augustana College	Illinois	President
Avila University	Missouri	President
Berea College	Kentucky	President
Black Hills State University	South Dakota	President
Bloomfield College of Montclair State University	New Jersey	President
California Community Colleges	California	Chancellor
California Lutheran University	California	President
Cardinal Stritch University	Wisconsin	President
Carlow University	Pennsylvania	President
Centenary University	New Jersey	President
Central State University	Ohio	President
Chadron State College	Nebraska	President
Chatham University	Pennsylvania	President
Christian Brothers University	Tennessee	President
Cleary University	Michigan	President
Cleveland State Community College	Tennessee	President
College of Saint Benedict and Saint John's University	Minnesota	President
Concordia College at Moorhead	Minnesota	President
Coppin State University	Maryland	President
Council of Independent Colleges	Washington, DC	President
Council of Independent Colleges in Virginia	Virginia	President
Delaware County Community College	Pennsylvania	President
Delta State University	Mississippi	President

Eckerd College	Florida	President
Finlandia University	Michigan	President
Frederick Community College	Maryland	President
Gannon University	Pennsylvania	President
Grays Harbor College	Washington	President
Greenfield Community College	Massachusetts	President
Guttman Community College	New York	President
Hartwick College	New York	President
Heartland Community College	Illinois	President
HERS-Higher Education Resource Services	Colorado	President
Houghton University	New York	President
ILIFF School of Theology	Colorado	President and CEO
Independent Colleges and Universities of Texas	Texas	President
Institute for Clinical Social Work	Illinois	President
Jackson State Community College	Tennessee	President
Jackson State University	Mississippi	President
Kentucky Wesleyan College	Kentucky	President
Kern Community College District	California	Chancellor
Lagrange College	Georgia	President
LaGuardia Community College	New York	President
Lower Columbia College	Washington	President
Manchester University	Indiana	President
Maria College of Albany	New York	President
Marshall University	West Virginia	President
Mary Baldwin University	Virginia	President
Maryland Independent College and University Association	Maryland	President
Massachusetts Department of Higher Education	Massachusetts	Commissioner
Massasoit Community College	Massachusetts	President
Mesa Community College	Arizona	President
Midwestern Higher Education Compact	Minnesota	President
Mount Saint Mary College	New York	President
National Association of Independent Colleges and Universities	Washington, DC	President
Nebraska State College System	Nebraska	Chancellor
Nevada System of Higher Education	Nevada	Chancellor
New England Commission on Higher Education	Massachusetts	President
Newman University	Kansas	President
Northeast State Community College	Tennessee	President
Northeast Wisconsin Technical College	Wisconsin	President
Norwich University	Vermont	President
Ohio Northern University	Ohio	President
Ohio Wesleyan University	Ohio	President

Paradise Valley Community College	Arizona	President
Peru State College	Nebraska	President
Phoenix College	Arizona	President
Pittsburgh Technical College	Pennsylvania	President
Riverside City College	California	President
Roanoke College	Virginia	President
Rockford University	Illinois	President
Rust College	Mississippi	President
Saint Elizabeth University	New Jersey	President
Saint Mary's University of Minnesota	Minnesota	President
Saint Michael's College	Vermont	President
Salisbury University	Maryland	President
Sam Houston State University	Texas	President
San Diego Community College District	California	Chancellor
Santa Fe Community College	New Mexico	President
Scottsdale Community College	Arizona	President
Shoreline Community College	Washington	President
Simpson College	Iowa	President
Skagit Valley College	Washington	President
St. John's University-New York	NY	Interim President
St. Mary's University	Texas	President
St. Norbert College	Wisconsin	President
St. Thomas Aquinas College	New York	President
SUNY College at Oswego	New York	President
SUNY Empire State College	New York	President
Texas A&M University-Texarkana	Texas	President
Texas Wesleyan University	Texas	President
The Association of Catholic Colleges and Universities	Washington, DC	President
The Northwest Commission on Colleges and Universities	Washington	President and CEO
The University of Alabama in Huntsville	Alabama	President
United Lutheran Seminary	Pennsylvania	President
University of Maine System	Maine	Chancellor
University of Maryland Eastern Shore	Maryland	President
University of Mount Olive	North Carolina	President
University of Pittsburgh-Greensburg	Pennsylvania	President
University of Redlands	California	President
University of South Carolina-Aiken	South Carolina	Chancellor
University of South Carolina-Upstate	South Carolina	Chancellor
University of Southern Maine	Maine	President
University of the West	California	President
Virginia Community College System Office	Virginia	Chancellor

Wagner College	New York	President
Walsh University	Ohio	President
Wayland Baptist University	Texas	President
Wenatchee Valley College	Washington	President
Wesleyan College	Georgia	President
West Virginia University at Parkersburg	West Virginia	President
Whitworth University	Washington	President
Wilson College	Pennsylvania	President
Wisconsin Association of Independent Colleges and Universities (WAICU)	Wisconsin	President and CEO

OUR ELEVATED STANDARDS

EMPHASIS ON BUILDING A DIVERSE CANDIDATE POOL

You can count on Academic Search to uphold the highest standards for ensuring attention to equity and inclusion in our searches. Successful candidates come from multiple cultural and ideological backgrounds, from a diverse array of institutions, and with a variety of identities. It is not only important that a diverse pool of candidates be recruited for the search but that candidates be treated with the utmost regard.

Based on experience and best practices, Dr. Lemons, Dr. Ross, and Ms. Kooken will assist NU as needed to guarantee respectful consideration to equity and inclusion. We can:

- Assist you in understanding and addressing the market forces and cultural/social factors that may have an influence on attracting a diverse candidate pool.
- Draft a non-gendered, inclusive profile and advertisement for use in recruitment.
- Propose an advertising plan that includes venues assuring exposure of the opportunity to professionals across the diversity spectrum.
- Develop objective criteria to evaluate candidates based on the parameters and requirements of the position.
- Publish in all position advertisements your inclusion policy and an invitation for all qualified prospects to apply.
- Ensure all search materials are ADA compliant.
- Intentionally seek nominations and candidacies of individuals with a history of employment in minority-serving institutions.
- Develop for reporting purposes a survey to capture demographic information about applicants, following campus procedures and adhering to federal, state, and local regulations.
- Provide or partner in providing trainings and workshops to reduce bias in the search.
- Proactively address issues of bias with the search chair.

IN THE PAST FIVE YEARS, 64% OF SEARCHES CONDUCTED BY ACADEMIC SEARCH HAVE RESULTED IN THE PLACEMENT OF INDIVIDUALS IN LEADERSHIP POSITIONS FROM VARIOUS DIVERSE COMMUNITIES.

OUTSTANDING NETWORKS AND RECRUITMENT TOOLS

Partnering with Academic Search connects the University of Nebraska with the networks and high-impact tools that improve the quality of the candidate pool. Dr. Lemons, Dr. Ross, and Ms. Kooken will bring extensive personal networks from which to seek nominations and applications and will work with our other consultants to access their networks as well. In addition, NU will benefit from Academic Search's connections to leadership development programs through the American Academic Leadership Institute, our parent organization, and the many other programs that we sponsor. We view leadership development as part of our mission, and our direct support of these programs allows us to access diverse and exceptional talent.

Your search for the new chief executive will also be strengthened because of the extensive database Academic Search maintains, and from which Dr. Lemons, Dr. Ross, and Ms. Kooken can proactively recruit candidates who possess the skills and attributes you seek.

OUTREACH TO NON-TRADITIONAL CANDIDATES

You may be interested in “non-traditional candidates” who come from outside higher education and can bring fresh perspectives to your institutional needs. Academic Search's consultants are practiced in seeking nominations and applications from leaders in government, nonprofit organizations, and business whose skills might effectively transfer to a role at the University. By holding to high ethical standards in expanding areas of outreach, Academic Search can find candidates with significant relevant experience, even though their paths to the position differ from conventional routes. We maintain membership in the Association of Executive Search and Leadership Consultants (AESC), giving us use of AESC's BlueSteps database and access to thousands of professionals that may fit your search.

COMMITMENT TO CONFIDENTIALITY

Confidentiality is paramount in every search both to protect candidates and to allow the work of the search committee to be honest and thorough as it executes its critical responsibilities. We can advise your search chair and provide information on best practices for maintaining confidentiality before, during, and after the search, including ensuring the security of all records in compliance with institutional, state, and EEOC guidelines.

NON-SOLICITATION PLEDGE

An important added value is our pledge to uphold and exceed the recruitment industry standard for non-solicitation.

We will not directly solicit any employee of any institution for which we are currently performing a search. After the search concludes, we will extend that non-solicitation pledge for a period of one year.

If a member of the campus community receives a direct solicitation from Academic Search during a non-solicitation period, it should be immediately reported to our chief operating officer, and appropriate follow-up action will be taken.

If members of a campus community approach us during a non-solicitation period through application or nomination, we are ethically bound to respond to them and treat them equally in the search process.

The president or chancellor of a partner institution may waive this non-solicitation pledge as to specific employees by communicating that waiver to Academic Search.

REFERENCES

NEVADA SYSTEM OF HIGHER EDUCATION

Carol Del Carlo
Vice Chair, Board of Regents
cdelcarlo@nshe.nevada.edu
775-846-9909

NEBRASKA STATE COLLEGE SYSTEM

John Chaney
Board Chair
johncchaney@gmail.com
402-274-7661

TEXAS STATE UNIVERSITY SYSTEM

John Hayek, Ph.D.
Vice Chancellor for Academic and Health Affairs
john.hayek@tsus.edu
512-463-7281

MASSACHUSETTS DEPARTMENT OF HIGHER EDUCATION

Chris Gabrieli
Board Chairman
chris@empowerschools.org
617-308-3800

PROPOSED INVESTMENT

Academic Search proposes to facilitate the comprehensive nationwide search for the next President of the University of Nebraska in consideration of a professional fee of \$225,000. Unlike fee models based on a percentage of the first-year salary of the person placed, this fixed fee provides you with budget certainty going into the process and removes any perceived or real conflict of interest on behalf of Academic Search. We view this fee as an investment in your university and in your new leader.

Our professional fee includes all expenses associated with the work Academic Search undertakes on your behalf, other than discretionary costs for candidate travel, consultant travel, advertising, and background investigations. The framework for these expenses is reviewed and approved by the responsible official at the University of Nebraska, and, mindful of budgets, Academic Search can propose cost-saving measures. All expenses will be at cost, with no mark up. Currently, we anticipate two to four trips for our team to meet with the Board and university community and assist in interviews during the search.

The projected advertising budget includes online advertisements and a print *The Chronicle of Higher Education* ad. A significant and robust pool of candidates can be attracted using online advertising venues, particularly because Academic Search's consultants recruit many top candidates through direct outreach included in the professional fee. The print advertisement in *The Chronicle of Higher Education* is an opportunity to share the university story and describe your accomplishments over the past several years. If the Board is not interested in the print ad, that expense will be only \$3,000. Again, these are all estimates, and NU will only be charged for actual costs.

Initial research including social media investigation as well as Lexis Nexis and Google searches will be conducted on each semifinalist candidate. For finalists, Academic Search will continue its research and use a properly credentialed and licensed third-party firm to conduct FCRA background checks, including degree verifications. Investigations conducted will be determined by the needs and requirements of the institution but may include credit and driving history, history of criminal and civil litigation and other research as required. The firm obtains signed permission from candidates prior to performing investigations and provides results to the institution on a confidential basis.

PROPOSED INVESTMENT TOTAL

Professional Fee	\$225,000
Consultant Travel	\$8,500
Advertising	\$3,000
Due Diligence	\$2,975
Estimated Total	\$239,475

The estimate for reimbursable expenses shown in the table does not specify costs for any candidate travel and accommodations related to in-person interviews because this cost could vary widely depending on the number of candidates selected and the location of each candidate. Academic Search will advise candidates in coordinating their travel arrangements pursuant to the policies of the university, and, if desired, assemble candidate receipts and information for reimbursement by the university.

STRENGTHENING HIGHER EDUCATION

In selecting Academic Search, you are connecting the work of your institution with our ongoing commitments to developing the next generations of leaders. Our consultants are regularly engaged—often doing *pro-bono* work—with distinguished organizations and leadership institutes, such as the Higher Education Resource Services (HERS), the American Council on Education (ACE), and our non-profit parent organization, the American Academic Leadership Institute (AALI). Through our connections, you become part of this work, as we rely on these networks and knowledge of emerging practices to help you find a diverse pool of highly qualified candidates. You also benefit from Academic Search’s role in sponsoring or facilitating programs from these higher education associations in recent years:

- Accreditation Council for Business Schools and Programs (ACBSP)
- American Association of Community Colleges (AACCC)
- American Association of Hispanics in Higher Education (AAHHE)
- American Association of State Colleges and Universities (AASCU)
- Association of Catholic Colleges and Universities (ACCU)
- Association of Presbyterian Colleges and Universities (APCU)
- Coalition of Urban and Metropolitan Universities (CUMU)
- College and University Professional Association for Human Resources (CUPA-HR)
- Council of Independent Colleges (CIC)
- National Association of Diversity Officers in Higher Education (NADOHE)
- National Association of Educational Procurement (NAEP)
- National Association of Independent Colleges and Universities (NAICU)
- National Association of Presidential Assistants in Higher Education (NAPAHE)
- National Forum on Higher Education for the Public Good
- North American Association of Methodist Schools, Colleges and Universities (NAAMSCU)
- Northwest Commission on Colleges and Universities (NWCCU)
- Western Interstate Commission for Higher Education (WICHE)

CULTIVATING THE NEXT GENERATION OF HIGHER EDUCATION LEADERSHIP

Academic Search is able to tap a diversity of emerging talent via the leadership development programs offered through the American Academic Leadership Institute (AALI). Supported solely by Academic Search, AALI is identifying, cultivating, and empowering the next generation of higher education leadership, and in doing so, is building the foundation for the future of colleges and universities nationwide. Our senior consultants volunteer their time and expertise to help AALI’s program participants prepare for the executive search process. This speaks to Academic Search’s mission and broadens our consultants’ connections to prospective candidates and other established campus leaders who are well positioned to help identify potential candidates from their own professional networks.



ACADEMIC SEARCH

1015 18th Street NW, Suite 510

Washington, DC 20036

(202) 332-4049

Shawn.Hartman@academicsearch.org



BOARD OF REGENTS AGENDA ITEM SUMMARY

For Information Only

October 5, 2023

AGENDA ITEM: Amendment to Section 3.4.3.4 of the *Bylaws of the Board of Regents* relating to Parental Leave

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Ted Carter, President
Chris Kabourek, Senior Vice President and CFO

PURPOSE & KEY POINTS

The proposed amendment, coupled with a change in Regents Policy, would modernize the Board of Regents' governing documents regarding parental leave.

The policy would grant regular employees holding faculty, administrative, managerial/professional, office/service, or post-doctoral appointments up to a total of eight (8) workweeks of paid leave for care of a newborn; period of incapacity, prenatal care, or serious health condition related to childbearing; care for a birth parent; or adoption. Temporary employees are not eligible to receive such leave.

Eligible employees must utilize all sick leave or faculty disability leave available to them throughout the leave. If, however, an eligible employee does not have enough available sick leave or faculty disability leave to cover the full length of the leave, the University will continue the employee's pay through to the end of the leave so that the employee will remain in paid status throughout the duration of the leave, not to exceed a combined total of eight (8) workweeks.

To ensure continuity in course instruction, faculty members utilizing such leave may be excused from teaching or other instructional responsibilities during the semester or other period in which the leave, or the majority of it, occurs. If excused, the faculty member will be required to perform non-teaching or non-instructional duties for the remaining portion of the semester that is outside of the parental leave period. The faculty member's pay will not be reduced during the leave even if a substitute is utilized to assume the faculty member's teaching or instructional responsibilities.

Because the reasons permitted for taking parental leave also constitute qualifying events for the purposes of the Family and Medical Leave Act (FMLA), the amount of time taken away from

work pursuant to parental leave will run concurrently with and count against the twelve (12) weeks of leave granted to employees under the FMLA. The rights and responsibilities of employees under the FMLA are addressed separately in Regents Policy 3.3.11.

BACKGROUND INFORMATION

In 1998, the Board of Regents adopted Section 3.4.3.4 of the *Bylaws* and Regents Policy 3.3.13 relating to medical maternity leave.

RECOMMENDATION

None. This item is presented for information only and will be brought back to the Board for consideration at its next meeting.

BYLAWS OF THE BOARD OF REGENTS

3.4.3.3 **Leaves of Absence Due to Disability.** Whenever a member of the managerial professional staff designated in accordance with policy adopted by the Board or any member of the full-time permanent academic-administrative staff is temporarily disabled due to illness or accident, such staff member upon approval of his or her supervising administrator shall be paid his or her regular salary during the period of such disability, but in no event exceeding a period of six months, less:

- (a) The amount received during such time as worker's compensation; and
- (b) The amount required, if any amount be required, to pay any substitute who has performed all or any part of the work of the incapacitated staff member. Substitutes shall be selected by the supervising administrator of the staff member. Whether such a substitute shall receive pay for such work performed or be permitted to substitute gratuitously for the incapacitated staff member shall be determined by the supervising administrator of the staff member.

Such leaves of absence may be extended beyond six months without pay upon recommendation of the Chancellor and the President and approval by the Board. Other members of the managerial-professional staff shall accumulate one day of sick leave per month for the first two years of employment; thereafter, the foregoing provisions for the academic-administrative staff shall apply.

In order to comply with the terms of existing United States Civil Service retirement regulations, Cooperative Extension staff with federal appointments will accumulate sick or injury leave at the rate of one month per year.

Past or present service retirement benefits will not be paid during the period of an extended disability leave.

History: Amended, 62 BRUN 47 (20 June 1998)
Amended, 49 BRUN 300 (16 June 1984)
Amended, 43 BRUN 43 (18 May 1979)

3.4.3.4 **Parental Leave.** The University offers paid leave to its regular faculty and staff members for the purposes of addressing absences due to periods of incapacity for prenatal care, or for serious health conditions related to or arising from childbearing, caring for a birth parent or a newborn child, or caring for or bonding with a newly adopted child under the terms set forth in the Regents' Policy relating to Parental Leave.

History: Amended,
Added, 62 BRUN 47 (20 June 1998)

~~3.4.3.4 **Medical Maternity Leave.** Whenever any female member of the managerial professional staff designated in accordance with policy adopted by the Board or any female member of the full-time permanent academic-administrative staff is unable to work because of medical disability caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom, such staff member shall be granted disability leave as provided by Section 3.4.3.3 of these Bylaws, except there shall be no reduction in the staff member's regular salary during the period of disability leave for such purpose.~~

~~3.4.3.5 **Parental Leave Upon the Birth of a Child.** A male member of the managerial professional staff designated in accordance with policy adopted by the Board or any male member of the full time permanent academic administrative staff may take up to five (5) days paid leave upon the birth of a child for the purpose of providing care and assistance to his spouse and/or child. Leave taken for the purpose provided in this section shall be considered and accounted for as disability leave pursuant to Section 3.4.3.3 of these Bylaws, except there shall be no reduction in the staff member's regular salary during the period of disability leave for such purpose.~~

~~3.4.3.6 **Adoption Leave.** Upon commencement of the parent-child relationship by adoption of a child, any member of the managerial professional staff designated in accordance with policy adopted by the Board or any member of the full time permanent academic administrative staff who is the primary care giver for the adopted child may take up to eight weeks paid leave to provide care and assistance to the child. Upon commencement of the parent-child relationship by adoption of a child, any member of the managerial professional staff designated in accordance with policy adopted by the Board or any member of the full time permanent academic administrative staff who is not the primary care giver for the adopted child may take up to five days paid leave to provide assistance in the care of the child. For the purposes of this section, commencement of the parent-child relationship means the earlier of when the child is placed in the physical custody of the employee for the purposes of adoption or when the parent departs his or her home for the purposes of obtaining such physical custody of the child. Notwithstanding the forgoing, adoption leave shall not be available if the child being adopted is a special needs child over eighteen years of age, a child who is over eight years of age and is not a special needs child, a step child being adopted by his or her step parent, a foster child being adopted by his or her foster parent, or a child who was originally under a voluntary placement for purposes other than adoption without assistance from an attorney, physician, or other individual or agency which later results in a petition for the adoption of the child by the person with whom the voluntary placement was made. Leave taken for the purpose provided in this section shall be considered and accounted for as disability leave pursuant to Section 3.4.3.3 of these Bylaws, except there shall be no reduction in the staff member's regular salary during the period of disability leave for such purpose.~~

3.4.3.7-5 **Coordination with Family and Medical Leave.** Under the federal Family and Medical Leave Act (FMLA), eligible faculty and staff have a right to take leave for qualifying events under FMLA, including birth of an employee's child or the placement of a child through adoption, and care of the child upon birth or placement through adoption. Any leaves taken pursuant to Sections 3.4.3.4, 3.4.3.5 and 3.4.3.6 of these Bylaws are considered to be qualifying events under FMLA, and will therefore be considered part of the leave period provided by FMLA.

History: Added, 62 BRUN 47 (20 June 1998)

TO: The Board of Regents Addendum XI-E-1

Academic Affairs Committee

MEETING DATE: October 5, 2023

SUBJECT: Quarterly and Annual 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.

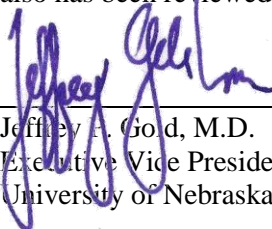
EXPLANATION: A series of reports of campus personnel actions approved by each Chancellor during the second quarter of 2023 is attached.

In addition, there is a list of new Continuous, Promotion, and Emeritus appointments that have been made for the academic and fiscal year 2022-2023.

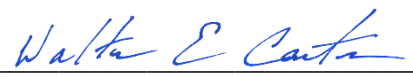
In accordance with Board of Regents policy, President Walter Carter certifies that every full-time academic and administrative employee has received a written performance appraisal for the 2022-2023 academic or fiscal year as required by RP-4.2.8 Evaluation of Faculty and Administrators.

This report has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

APPROVED:



Jeffrey E. Gold, M.D.
Executive Vice President and Provost
University of Nebraska System



Walter E. Carter
President
University of Nebraska System

DATE: August 30, 2023

QPR Q2
University of Nebraska-Lincoln IANR
Adjustments

	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
06/07	Brooks, Kathleen	Agricultural Economics	Assoc Professor	Continuous	4/1/2023		177,089	FY	1.00
			Assoc Professor	Continuous		3/31/2023	153,990	FY	1.00
09/10	Clark, Halden J	Great Plains Vet Ed Center	Asst Prof Practice	Special	4/8/2023	4/7/2026	98,291	FY	1.00
			Asst Prof Practice	Special		4/7/2023	98,291	FY	1.00
09/07	Fogarty, Dillon T	Agronomy & Horticulture	Rsch Asst Professor	Special	6/1/2023	5/31/2024	68,000	FY	1.00
			Program Coord II	Other		5/31/2023	47,748	FY	1.00
09/13	Liang, Weizhen	Biological Systems Engineering	Rsch Asst Professor	Special	4/1/2023	3/31/2025	71,400	FY	1.00
			Rsch Asst Professor	Special		3/31/2023	71,400	FY	1.00
09/07	McElravy, Larry R	Graduate Studies	Associate Dean	Special		5/31/2023	66,702	FY	0.50
		Ag Leadership Educ & Comm	Assoc Professor	Continuous	6/1/2023		121,281	FY	1.00
			Assoc Professor	Continuous		5/31/2023	60,643	FY	0.50
09/07	Peterson, E Wesley	Agricultural Economics	Interim Dept Head	Special	4/1/2023	6/30/2023	201,033	FY	1.00
			Professor	Continuous		3/31/2023	121,206	FY	1.00
09/10	Posadas Martinez Luis Gerardo Alejandro	Agronomy & Horticulture	Rsch Asst Professor	Special	6/1/2023	5/31/2024	83,400	FY	1.00
			Rsch Asst Professor	Special		5/31/2023	83,400	FY	1.00
09/10	Puniya, Bhanwar Lal	Biochemistry	Rsch Asst Professor	Special	5/1/2023	4/30/2026	90,000	FY	1.00
			Rsch Asst Professor	Special		4/30/2023	90,000	FY	1.00
09/10	Van Etten, James L	Plant Pathology	Professor	Continuous	4/1/2023		263,684	FY	1.00
			Professor	Continuous		3/31/2023	263,684	FY	1.00
			Univ Prfsp/William B Allington/Plant Pth	Special	4/1/2023	3/31/2028	15,000	FY	0.00
			Univ Prfsp/William B Allington/Plant Pth	Special		3/31/2023	15,000	FY	0.00
09/07	Van Tassell, Larry W	Agricultural Economics	Professor	Continuous	4/1/2023		208,394	FY	1.00
			Department Head	Special		3/31/2023	229,226	FY	1.00
06/07	Additional Responsibilities	09/10	Extension of Appointment	29/01	Change Employment %				
09/07	Position Add/Change	09/13	Reappointment						

QPR Q2
University of Nebraska-Lincoln IANR
New Appointments

Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
Behnke, Ruben J	School of Natural Resources	Asst Geoscientist	Special	4/15/2023		80,000	FY	1.00
Bell, Stephanie L	NE Ext Engagement Zone 7	Assoc Exten Educator	Special	5/1/2023		36,700	FY	0.50
Dunn, Elizabeth J	NE Ext Engagement Zone 11	Exten Educator	Special	5/22/2023		63,000	FY	1.00
Hunt, Eric D	School of Natural Resources	Asst Exten Educator	Special	4/1/2023		74,729	FY	1.00
Krafsur, Greta M	Great Plains Vet Ed Center	Assoc Prof Practice	Special	6/1/2023	5/31/2027	126,000	FY	1.00
Lefore, Nicole R	Water for Food Institute	Rsch Assoc Professor	Special	6/5/2023	6/4/2026	122,000	FY	1.00
Nelson, John R	NE Ext Engagement Zone 9	Asst Exten Educator	Special	4/10/2023		68,000	FY	1.00
Peterson, Ian T	NE Ext Engagement Zone 8	Asst Exten Educator	Special	6/1/2023		59,000	FY	1.00
Ruff, Jada M	NE Ext Engagement Zone 3	Asst Exten Educator	Special	6/1/2023		56,675	FY	1.00
Shrestha, Nawaraj	School of Natural Resources	Asst Geoscientist	Special	6/1/2023		72,000	FY	1.00
Wilson, Robert E	University Museum	Rsch Associate Professor	Special	5/1/2023	4/30/2024	27,000	FY	0.30

QPR Q2
University of Nebraska at Kearney
New Appointments

Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
Johnson, Drew K	Womens Basketball	Head Coach - Womens Basketball	Special	5/10/2023		105,000	FY	1.00

QPR Q2
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>
09/09	Davis, James F	UNK Police	Special Projects Coordinator	Special	5/4/2023	11/3/2023	108,634	FY	1.00
			Director Police and Parking Services	Special		5/3/2023	108,634	FY	1.00
06/06	Dille, Jordan T	Teacher Education	Assistant Professor	Specific	5/1/2023	8/31/2023	56,354	AY	1.00
			Assistant Professor	Specific		4/30/2023	54,854	AY	1.00
09/26	Fast, Ricci J	UNK Police	Interim Director Police and Parking Services	Special	5/4/2023	6/30/2024	108,634	FY	1.00
			Investigations & Education Sergeant	Other		5/3/2023	62,170	FY	1.00
09/09	Forrest, Krista D	Psychology	Professor	Continuous	6/1/2023		50,164	AY	0.60
			Professor	Continuous		8/31/2023	49,840	AY	0.60
			Chairperson (includes stipend)	Special	6/1/2023		38,905	AY	0.40
			Chairperson	Special		8/31/2023	38,530	AY	0.40
09/09	Hill, Evan M	Psychology	Associate Professor	Continuous	6/1/2023		66,041	AY	1.00
			Chairperson (stipend only for summer)	Special		8/31/2023	5,944		0.00
09/09	Hossain, Md Liaquat	Cyber Systems	Professor	Continuous	6/1/2023		86,415	AY	0.60
			Professor	Continuous		08/31/2023	85,857	AY	0.60
			Chairperson - NeHii	Special	6/1/2023		15,000	AY	0.00
			Chairperson - NeHii	Special		8/31/2023	15,000	AY	0.00
			Chairperson	Special	6/1/2023		63,071	AY	0.40
			Chairperson	Special		8/31/2023	62,540	AY	0.40
09/09	Obermier, Timothy	Industrial Technology	Professor	Continuous	6/1/2023		87,218	AY	1.00
			Chairperson (stipend only for summer)	Special		8/31/2023	7,850		0.00
06/06	Internal (Equity) Adjustment Increase consist								
09/09	Other Status Change								
09/26	Advance W/in Unit Rate Chg- NC								

QPR Q2
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>
Wintermute, Harriet E	University Libraries	Associate Professor	Continuous	4/10/2023		38,220	FY	0.40
	University Libraries	Chair, ACME	Special	4/10/2023	6/30/2028	57,330	FY	0.60
Davis, Dawn L	Ctr on Children Families & the Law	Research Assistant Professor	Special	4/3/2023	6/30/2024	80,000	FY	1.00

QPR Q2
University of Nebraska-Lincoln
Adjustments

	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
09/10	Barrera, Ricardo S	College of Business	Asse Dean of Ops, Incl & Chief of Staff	Special	6/1/2023	5/31/2026	180,000	FY	1.00
			Asse Dean of Ops, Incl & Chief of Staff	Special		5/31/2023	180,000	FY	1.00
09/08	Brummond, Molly ME	College of Law	Assistant Dean for Student Development	Special	4/1/2023		113,452	FY	1.00
			Assistant Dean for Student Development	Special		3/31/2023	103,138	FY	1.00
06/02	Cook, John G	Athletics	Head Coach-Volleyball	Special	6/1/2023		725,000	FY	1.00
			Head Coach-Volleyball	Special		5/31/2023	675,000	FY	1.00
09/07	Engel, Kathleen A	Nebraska Innovation Campus	Interim Executive Director	Special	5/1/2023	10/31/2024	150,000	FY	1.00
			Director of Strategic Partnerships & Co	Other		4/30/2023	90,483	FY	1.00
09/07	Fedderson, Troy A	Office of University Communication	Chief Communication & Marketing Off	Special	6/1/2023	12/31/2023	143,800	FY	1.00
			Sr Director, Strategic Communications	Other		5/31/2023	106,510	FY	1.00
09/10	Gomis, Melissa S	University Libraries	Associate Professor of Practice	Special	6/1/2023	5/31/2027	77,050	FY	1.00
			Associate Professor of Practice	Special		5/31/2023	77,050	FY	1.00
06/02	Hoiberg, Fredrick K	Athletics	Head Coach-Basketball	Special	4/1/2023		3,500,000	FY	1.00
			Head Coach-Basketball	Special		3/31/2023	3,250,000	FY	1.00
09/09	Hope, Debra A	Psychology	Professor	Continuous	4/28/2023		46,018	FY	0.25
			Professor	Continuous		4/27/2023	46,018	FY	0.25
		Graduate Studies	Dean and Associate Vice Chancellor	Special	4/28/2023		166,714	FY	0.75
			Dean	Special		4/27/2023	166,714	FY	0.75
		Psychology	Aaron Douglas Professorship	Special	4/28/2023	8/13/2023	5,000	FY	0.00
			Aaron Douglas Professorship	Special		4/27/2023	5,000	FY	0.00
09/07	Lorang, Elizabeth M	University Libraries	Interim Dean	Special	5/2/2023	4/30/2024	185,000	FY	1.00
			Associate Dean	Special		5/1/2023	105,916	FY	1.00
09/10	Lu, Haidong	Physics & Astronomy	Research Asst Professor	Special	6/13/2023	6/12/2024	52,874	FY	1.00
			Research Asst Professor	Special		6/12/2023	52,874	FY	1.00
06/10	Maxey-Harris, Charlene	University Libraries	Associate Dean	Special	5/1/2023	9/30/2023	114,395	FY	1.00
			Associate Dean	Special		4/30/2023	114,395	FY	1.00

QPR Q2
University of Nebraska-Lincoln
Adjustments

	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
06/10	Ordia, Kendra L	Interior Design	Assistant Professor	Specific	4/1/2023		75,410	AY	1.00
			Assistant Professor	Specific		3/31/2023	75,410	AY	1.00
		College of Architecture	Bachman Professorship	Special	4/1/2023	6/30/2024	5,400	AY	0.00
			Bachman Professorship	Special		3/31/2023	7,383	AY	0.00
09/07	Pearlman, Stefanie S	College of Law	Professor	Continuous	4/1/2023		86,727	FY	0.70
			Professor	Continuous		3/31/2023	66,727	FY	0.70
			Associate Dean	Special	4/1/2023	6/30/2025	28,597	FY	0.30
			Interim Associate Dean	Special		3/31/2023	43,597	FY	0.30
09/07	Wang, Yongjun	Nutrition & Health Sciences	Research Assistant Professor	Special	6/1/2023	6/16/2023	79,683	FY	1.00
		NE Ctr Prevention Obesity Diseases	Research Assistant Professor	Special		5/31/2023	79,683	FY	1.00
09/10	Wilhelm, Robert G	Research	VC Research & Economic Develop	Special	5/15/2023		351,044	FY	1.00
			VC Research & Economic Develop	Special		5/14/2023	351,044	FY	1.00
			Kate Foster Professorship	Special	5/15/2023	8/30/2023	10,429	FY	0.00
			Kate Foster Professorship	Special		5/14/2023	10,429	FY	0.00
06/02 Performance Adjustment									
06/10 Administrative Adjustment									
09/07 Position Add/Change									
09/08 Reclassification									
09/09 Other Status Change									
09/10 Extension of Appointment									
29/01 Change Employment %									

QPR Q2
University of Nebraska Medical Center
New Appointments

Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
Baxter IV, David A	Anesthesiology	Asst Professor	Special	4/1/2023		110,000	FY	1.00
Bhattacharyya, Suvendra N	Pharmacology/Exp Neuroscience	Professor	Continuous	4/12/2023		80,000	FY	1.00
	Pharmacology/Exp Neuroscience	Research Scientist	Special	4/12/2023	6/30/2023	80,000	FY	0.00
Brahma, Sandipan	Genetics Cell Biology & Anatomy	Asst Professor	Health Prof	4/1/2023	6/30/2027	60,000	FY	1.00
	Genetics Cell Biology & Anatomy	Research Scientist	Special	4/1/2023	6/30/2024	39,000	FY	0.00
Brown, Daniel A	Family Medicine	Asst Professor	Health Prof	6/19/2023	6/30/2027	55,000	FY	1.00
Creps, Jennifer L	CAHP Physician Assistant	Asst Professor	Special	4/19/2023		107,000	FY	1.00
Cummings, Christopher	MMI Genetic Medicine	Asst Professor	Special	4/1/2023	5/16/2324		FY	1.00
Darby-Carlberg, Cheryl L	CON-Omaha Division	Clinical Asst Professor	Special	6/19/2023		113,000	FY	1.00
Davis, Precious S.	Family Medicine	Asst Professor	Special	5/8/2023		60,000	FY	0.50
	Dean's Office College of Medicine	Director Community Collaborative Academy	Special	5/8/2023		60,000	FY	0.50
Doty, David B	Sponsored Programs Administration	Director, Sponsored Programs	Special	4/3/2023		185,000	FY	1.00
Edgerton, Mary E	Pathology/Microbiology	Professor	Health Prof	4/1/2023	6/30/2027	80,000	FY	1.00
Izard, Jacques	Int Med GI	Assoc Professor	Health Prof	6/27/2023	6/30/2024	80,000	FY	1.00
	Int Med GI	Research Scientist	Special	6/27/2023	6/30/2024	48,000	FY	0.00
Krishnan, Mohan K	Biochem and Molecular Biology	Assoc Professor	Health Prof	4/1/2023	6/30/2027	70,000	FY	1.00
	Biochem and Molecular Biology	Research Scientist	Special	4/1/2023	6/30/2023	46,000	FY	0.00
Kwok, Benjamin	COD-Oral Biology	Assoc Professor	Health Prof	4/15/2023	6/30/2026	120,000	FY	1.00
Marking, Andrew M	CAHP Respiratory Care	Director Clinical Education	Special	6/19/2023		108,150	FY	1.00
Mukherjee, Kamalika	Pharmacology/Exp Neuroscience	Asst Professor	Special	4/12/2023		60,000	FY	1.00
	Pharmacology/Exp Neuroscience	Research Scientist	Special	4/12/2023	6/30/2023	20,000	FY	0.00
Niebur, Platt D	Anesthesiology	Asst Professor	Special	5/31/2023		110,200	FY	1.00
Sattur, Mithun G	Neurosurgery	Asst Professor	Health Prof	4/10/2023	6/30/2027	57,000	FY	1.00

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New Appointments

Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
Shen, Haiying	Pediatrics Neurology	Asst Professor	Special	5/15/2023		60,000	FY	1.00
	Pediatrics Neurology	Research Scientist	Special	5/15/2023	6/30/2024	60,000	FY	0.00
Sullivan, Monica A	CAHP Physician Assistant	Asst Professor	Special	5/1/2023		107,000	FY	1.00
Sundberg, Brandy	CAHP Diagnostic Medical Sonography	Asst Professor	Special	6/1/2023		31,200	FY	0.25
Vandermause, Roxanne K	CON-Academic Programs	Director	Special	5/1/2023		3,000	FY	0.00
	CON-Omaha Division	Gladys E Sorensen End Chair in Nursing	Special	5/1/2023	6/30/2027	10,000	FY	0.00
	CON-Omaha Division	Professor	Health Prof	5/1/2023	6/30/2027	185,000	FY	1.00
Wang, Jieqiong	Neurological Sciences	Asst Professor	Health Prof	5/1/2023	6/30/2027	60,000	FY	1.00
	Neurological Sciences	Research Scientist	Special	5/1/2023	6/30/2024	50,000	FY	0.00
White, Patrina L	COPH Health Services Res & Admin	Asst Professor	Health Prof	6/1/2023	6/30/2025	95,000	FY	1.00
Yaqoub, Mahmoud M	Radiation Oncology	Asst Professor	Special	4/20/2023		60,000	FY	1.00
	Radiation Oncology	Research Scientist	Special	4/20/2023	6/30/2024	105,000	FY	0.00
Youngs, Julie M	Pathology/Microbiology	Asst Professor	Health Prof	5/15/2023	6/30/2027	60,000	FY	1.00

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	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
09/07	Abresch, Chad J	COPH Health Promotion	Assoc Professor	Health Prof	5/1/2023	6/30/2025	190,000	FY	1.00
		COPH Child Health	Asst Professor	Health Prof		4/30/2023	65,519	FY	1.00
			Research Scientist	Special		4/30/2023	79,761	FY	0.00
		Pediatrics	Vice Chair for Culture	Special		4/30/2023	10,000	FY	0.00
		COPH Health Promotion	Chairperson	Special	5/1/2023		40,000	FY	0.00
29/01	Bartee, Robert D	Vice Chancellor External Relations	Senior Advisor to the Chancellor	Special	4/13/2023		51,560	FY	0.20
			Senior Advisor to the Chancellor	Special		4/12/2023	257,798	FY	1.00
09/09	Bartenhagen, Lisa Ann	CAHP Clin, Diag & Ther Sciences	Chair Clinical, Diag & Therapeutic Sci	Special	4/1/2023		5,000	FY	0.00
			Chair Clinical, Diag & Therapeutic Sci	Special	5/3/2023		5,000	FY	0.00
			Chair Clinical, Diag & Therapeutic Sci	Special		3/31/2023	5,000	FY	0.00
			Chair Clinical, Diag & Therapeutic Sci	Special		5/2/2023	5,000	FY	0.00
		CAHP Radiation Therapy Ed	Program Director/RTT	Special	4/1/2023		52,440	FY	0.51
			Program Director/RTT	Special	5/3/2023		52,440	FY	0.51
			Program Director/RTT	Special		3/31/2023	52,440	FY	0.51
			Program Director/RTT	Special		5/2/2023	52,440	FY	0.51
		CAHP Clin, Diag & Ther Sciences	Assoc Professor	Health Prof	4/1/2023	6/30/2023	51,979	FY	0.49
			Assoc Professor	Health Prof	5/3/2023	6/30/2024	51,979	FY	0.49
			Assoc Professor	Health Prof		5/2/2023	51,979	FY	0.49
		CAHP Computed Tomography	Assoc Professor	Health Prof		3/31/2023	51,979	FY	0.49
		CAHP Administration	Charles R. O'Malley Chair of RSTE	Special	4/1/2023		5,433	FY	0.00
			Charles R. O'Malley Chair of RSTE	Special	5/3/2023		5,433	FY	0.00
			Charles R. O'Malley Chair of RSTE	Special		3/31/2023	5,433	FY	0.00
Charles R. O'Malley Chair of RSTE	Special			5/2/2023	5,433	FY	0.00		
09/07	Berger, Ann Malone	CON-Omaha Division	Professor	Special	5/1/2023	6/30/2023	91,710	FY	0.50
			Professor	Special		4/30/2023	146,736	FY	0.80
		CON-Academic Programs	Interim Director	Special		4/30/2023	3,000	FY	0.00
		CON-Omaha Division	Professor	Special	5/1/2023	6/30/2023	91,710	FY	0.50
			Professor	Special		4/30/2023	146,736	FY	0.80
29/01		CON-Academic Programs	Interim Director	Special		4/30/2023	3,000	FY	0.00
09/07	Brabec, Bradford A	Pediatrics General	Asst Professor	Special	5/25/2023		122,220	FY	0.60
		Pediatrics Administration	Asst Professor	Special		5/24/2023	122,220	FY	0.60

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	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
09/07	Bradford Bell, Elizabeth J	Otol-Head and Neck Surgery	Asst Professor	Health Prof	4/17/2023	6/30/2024	45,200	FY	1.00
			Asst Professor	Health Prof		4/16/2023	45,200	FY	1.00
09/07	Byers, Mandy L	Int Med Geriatrics/Palliative Med	Asst Professor	Health Prof	5/1/2023	6/30/2027	17,016	FY	0.38
			Asst Professor	Health Prof		4/30/2023	34,032	FY	0.75
29/01		Int Med Geriatrics/Palliative Med	Asst Professor	Health Prof	5/1/2023	6/30/2027	17,016	FY	0.38
			Asst Professor	Health Prof		4/30/2023	34,032	FY	0.75
09/10	Carritt, Nicole Lynn	Rural Health Initiatives	Int Asst VC, Wrkfrce Ed Relations	Special	5/23/2023		37,636	FY	0.00
			Int Asst VC, Wrkfrce Ed Relations	Special		5/22/2023	25,091	FY	0.00
			Director Rural Health Initiatives	Special	5/23/2023		122,364	FY	1.00
			Director Rural Health Initiatives	Special		5/22/2023	122,364	FY	1.00
29/01	Casey, Carol A	Int Med GI	Professor	Health Prof	5/1/2023	6/30/2026	40,000	FY	0.50
			Professor	Health Prof		4/30/2023	38,800	FY	0.49
			Research Scientist	Special	5/1/2023	6/30/2024	35,316	FY	0.00
			Research Scientist	Special		4/30/2023	35,316	FY	0.00
09/07	Connelly, Liane M	CON-Academic Programs	MSN Area Coordinator-LEAD Stipend	Special	4/14/2023		1,500	FY	0.00
			MSN Area Coordinator-LEAD Stipend	Special		4/13/2023	1,500	FY	0.00
		CON-Northern Division	Assoc Professor	Special	4/14/2023		139,668	FY	1.00
			Assoc Professor	Special		4/13/2023	139,668	FY	1.00
09/07	Edagwa, Benson J	Pharmacology/Exp Neuroscience	Assoc Dean Strategic Initiatives	Special		4/30/2023	90,188	FY	0.00
			Research Scientist	Special	5/1/2023	6/30/2024	90,188	FY	0.00
			Assoc Professor	Health Prof	5/1/2023	6/30/2024	70,000	FY	1.00
			Assoc Professor	Health Prof		4/30/2023	70,000	FY	1.00
09/01	Farhangpour, Amir N	COD-Adult Restorative	Assoc Professor	Health Prof	5/1/2023	6/30/2025	138,848	FY	1.00
			Assoc Professor	Health Prof		4/30/2023	138,848	FY	1.00
		COD-Dental Administration	Associate Dean Clinical Operations	Special	5/1/2023		52,500	FY	0.00
			Asst Dean for Clinical Operations	Special		4/30/2023	45,000	FY	0.00
09/13	Fernandes Jr, Joseph Americo M	Neurological Sciences	Professor	Health Prof	4/1/2023	6/30/2024	51,400	FY	1.00
			Professor	Health Prof		3/31/2023	51,400	FY	1.00
			Helen Freytag Prof-ALS Research	Special	4/1/2023	3/31/2026	24,000	FY	0.00
			Helen Freytag Prof-ALS Research	Special		3/31/2023	24,000	FY	0.00

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	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
09/07	Fuchs, Lisa R	CAHP Respiratory Care	Assoc Professor	Health Prof	5/23/2023	6/30/2024	105,000	FY	1.00
			Assoc Professor	Health Prof		5/22/2023	105,000	FY	1.00
			Program Director Respiratory Care	Special	5/23/2023		10,000	FY	0.00
			Program Director Respiratory Care	Special		5/22/2023	10,000	FY	0.00
09/07	Greiner, Timothy C	Pathology/Microbiology	Professor	Continuous	4/1/2023		99,378	FY	1.00
			Professor	Continuous		6/30/2022	99,278	FY	1.00
09/07	Grimm, Brandon L	COPH Health Promotion	Assoc Professor	Continuous	5/1/2023		201,175	FY	1.00
			Assoc Professor	Continuous		4/30/2023	201,175	FY	1.00
		COPH Office of the Dean	Sr. Associate Dean	Special	5/1/2023		20,000	FY	0.00
09/07	Hayes, Kristie D	Dermatology	Assoc Professor	Special	5/30/2023	6/30/2023	25,200	FY	0.25
			Assoc Professor	Special		5/29/2023	25,200	FY	0.25
09/07	Hinrichs, Steven H	Pathology/Microbiology	Professor	Continuous	5/22/2023	6/30/2023	228,923	FY	1.00
			Professor	Continuous		5/21/2023	228,923	FY	1.00
09/07	Honeycutt, Karen J	CAHP Medical Lab Science	Assoc Professor	Health Prof	5/12/2023	6/30/2024	27,637	FY	0.26
			Assoc Professor	Health Prof		5/11/2023	27,637	FY	0.26
			Program Director/MT	Special	5/12/2023		77,798	FY	0.74
			Program Director/MT	Special		5/11/2023	77,798	FY	0.74
			Program Director Stipend	Special	5/12/2023		10,000	FY	0.00
			Program Director Stipend	Special		5/11/2023	10,000	FY	0.00
			Chair Health Prof Ed, Rsch, Practice	Special	5/12/2023		10,000	FY	0.00
			Chair Health Prof Ed, Rsch, Practice	Special		5/11/2023	10,000	FY	0.00
09/07	Hu, Guoku	Pharmacology/Exp Neuroscience	Research Scientist	Special	4/1/2023	6/30/2024	11,690	FY	0.00
		Pediatrics Cardiology	Research Scientist	Special		3/31/2023	11,690	FY	0.00
		Pharmacology/Exp Neuroscience	Assoc Professor	Health Prof	4/1/2023	6/30/2024	70,000	FY	1.00
		Pharmacology/Exp Neuroscience	Assoc Professor	Health Prof		3/31/2023	70,000	FY	1.00
29/01	Jenkins, James F	COD-Dental Administration	Director of Clinics	Special	6/30/2023	6/30/2023	5,000	FY	0.00
			Director of Clinics	Special		6/30/2022	5,000	FY	0.00
		COD-Adult Restorative	Assoc Professor	Health Prof	6/30/2023	6/30/2023	140,466	FY	1.00
			Assoc Professor	Health Prof		6/30/2022	136,441	FY	1.00
			Maude Named Professorship of Dentistry	Special	6/30/2023	6/30/2023	5,000	FY	0.00
			Maude Named Professorship of Dentistry	Special		6/30/2022	5,000	FY	0.00

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	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE	
09/07	Kerns, Ellen K	Pediatrics Administration	Asst Professor	Special	4/28/2023		60,101	FY	1.00	
		Pediatrics Bioinformatics & HSS	Asst Professor	Special	6/1/2023		60,101	FY	1.00	
		COPH Child Health	Asst Professor	Special		4/27/2023		60,101	FY	1.00
		Pediatrics Administration	Asst Professor	Special		5/31/2023		60,101	FY	1.00
		COPH Child Health	Research Scientist	Special		4/27/2023		55,388	FY	0.00
		Pediatrics Administration	Research Scientist	Special	4/28/2023	6/30/2023		55,388	FY	0.00
		Pediatrics Bioinformatics & HSS	Research Scientist	Special	6/1/2023	6/30/2023		55,388	FY	0.00
		Pediatrics Administration	Research Scientist	Special		5/31/2023		55,388	FY	0.00
09/07	Khoury, Joseph D	Pathology/Microbiology	Research Scientist	Special	4/1/2023		75,000	FY	0.00	
			Research Scientist	Special		3/31/2023		75,000	FY	0.00
			Chairperson	Special	4/1/2023			150,000	FY	0.00
			Chairperson	Special		3/31/2023		150,000	FY	0.00
			Professor	Continuous	4/1/2023			80,000	FY	1.00
			Professor	Continuous		3/31/2023		80,000	FY	1.00
09/07	Koukol, Claire C	COD-Growth and Development	Dir MMI Caring for Champions Clinic	Special	5/1/2023		3,000	FY	0.00	
			Dir MMI Caring for Champions Clinic	Special		4/30/2023		3,000	FY	0.00
			Asst Professor	Health Prof	5/1/2023	6/30/2025		135,000	FY	1.00
			Asst Professor	Health Prof		4/30/2023		135,000	FY	1.00
			Director Omaha Ped Dental Clinic	Special	5/1/2023			5,000	FY	0.00
09/09	Kumar, Vikas	Genetics Cell Biology & Anatomy	Research Scientist	Special	4/1/2023	6/30/2024	57,300	FY	0.00	
			Asst Professor	Special	4/1/2023	6/30/2023		60,000	FY	1.00
09/07	Levy, Deborah A	COPH Epidemiology	Professor	Special	6/30/2023		114,980	FY	0.50	
			Professor	Special		6/30/2022		114,865	FY	0.50
09/21	Lieber, Dillon J	Radiology	Asst Professor	Special	4/1/2023		45,000	FY	1.00	
			Instructor	Special		3/31/2023		71,565	FY	1.00
09/07	Lonowski, Sarah L	Dermatology	Asst Professor	Health Prof	4/1/2023	6/30/2027	45,000	FY	1.00	
			Asst Professor	Health Prof		3/31/2023		45,000	FY	1.00
09/07	Lukas, Lou	Int Med Geriatrics/Palliative Med	Assoc Professor	Special	6/1/2023		3,800	FY	0.07	
			Assoc Professor	Special		5/31/2023		3,800	FY	0.07

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	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
09/07	Lunning, Matthew A	Vice Chancellor for Research	Asst VC for Clinical Research	Special	4/17/2023		100,000	FY	0.00
			Asst VC for Clinical Research	Special		4/16/2023	100,000	FY	0.00
		Int Med Oncology/Hematology	Assoc Professor	Health Prof	4/17/2023	6/30/2023	50,200	FY	1.00
			Assoc Professor	Health Prof		4/16/2023	50,200	FY	1.00
29/01	Manley, Natalie A	Int Med Geriatrics/Palliative Med	Assoc Professor	Special	4/1/2023		919	FY	0.02
			Assoc Professor	Special		3/31/2023	29,857	FY	0.65
09/13	McGarry, Sean V	Orthopaedic Surgery	Assoc Professor	Health Prof	4/1/2023	6/30/2027	92,512	FY	1.00
			Assoc Professor	Health Prof		3/31/2023	92,512	FY	1.00
			James R. Neff, MD Chair of Musc Oncology	Special	4/1/2023	3/31/2026	75,000	FY	0.00
			James R. Neff, MD Chair of Musc Oncology	Special		3/31/2023	75,000	FY	0.00
06/03	Miller, Ellie M	CAHP Radiography	Didactic Education Coordinator	Special	4/1/2023		2,000	FY	0.00
		CAHP Computed Tomography	Didactic Education Coordinator	Special		3/31/2023	2,000	FY	0.00
09/07	Murry, Daryl J	COP Pharm Practice & Science	Professor	Continuous	4/1/2023		170,987	FY	1.00
			Professor	Continuous		3/31/2023	170,987	FY	1.00
09/07	Ng, Caroline L	Pathology/Microbiology	Research Scientist	Special	4/1/2023		39,607	FY	0.00
			Ob/Gyn Research Lab	Research Scientist	Special		3/31/2023	39,607	FY
		Pathology/Microbiology	Asst Professor	Health Prof	4/1/2023	6/30/2027	60,200	FY	1.00
			Asst Professor	Health Prof		3/31/2023	60,200	FY	1.00
06/06	Osna, Natalia A	Int Med GI	Professor	Special	5/1/2023		75,120	FY	1.00
			Professor	Special		4/30/2023	75,120	FY	1.00
			Research Scientist	Special	5/1/2023	6/30/2023	37,146	FY	0.00
			Research Scientist	Special		4/30/2023	31,180	FY	0.00
09/07	Pavuluri, Sriha	Pediatrics Neurology	Asst Professor	Health Prof	4/1/2023	6/30/2027	45,000	FY	1.00
09/43		Pediatrics Neurology	Asst Professor	Health Prof	4/1/2023	6/30/2027	45,000	FY	1.00
09/07	Rogan, Eleanor G	COPH Office of the Dean	Assoc Dean Strategic Initiatives	Special	5/1/2023		40,000	FY	0.00
		COPH Environ, Agri-Occ Health	Professor	Continuous	4/30/2023		179,967	FY	1.00
			Professor	Continuous	5/1/2023		179,967	FY	1.00
			Professor	Continuous		6/30/2022	179,967	FY	1.00
			Professor	Continuous		4/30/2023	179,967	FY	1.00
		COPH Health Promotion	Interim Chairperson	Special	4/30/2023	4/30/2023	40,000	FY	0.00
			Interim Chairperson	Special		6/30/2022	15,000	FY	0.00
Interim Chairperson	Special			4/30/2023	40,000	FY	0.00		

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	Name	Unit	Title	Appt Type	Begin Date	End Date	Salary		FTE
29/01	Scott-Mordhorst, Tina R	Pediatrics General	Professor	Special	6/1/2023		123,987	FY	1.00
			Professor	Special		5/31/2023	111,588	FY	0.90
09/07	Sebastian, Juliann G	CON-Administration	Dean	Special	5/1/2023	7/2/2023	326,995	FY	1.00
			Dean	Special		4/30/2023	326,995	FY	1.00
			Dean Stipend	Special	5/1/2023	7/2/2023	10,000	FY	0.00
			Dean Stipend	Special		4/30/2023	10,000	FY	0.00
09/07	Snow, Ethan L	Genetics Cell Biology & Anatomy	Research Scientist	Special	5/23/2023		47,120	FY	0.00
		Pediatrics Neurology	Research Scientist	Special		5/22/2023	47,120	FY	0.00
		Genetics Cell Biology & Anatomy	Asst Professor	Health Prof	5/23/2023	6/30/2024	60,000	FY	1.00
		Genetics Cell Biology & Anatomy	Asst Professor	Health Prof		5/22/2023	60,000	FY	1.00
09/07	Tiwari, Nidhish	Int Med Cardiovascular Medicine	Assoc Professor	Health Prof	5/1/2023	6/30/2027	57,000	FY	1.00
			Assoc Professor	Health Prof		4/30/2023	57,000	FY	1.00
09/07	Wiley, Michael R	Pathology/Microbiology	Research Scientist	Special	6/1/2023	6/30/2024	65,000	FY	0.00
		Pathology/Microbiology	Assoc Professor	Health Prof	6/1/2023	6/30/2027	70,000	FY	1.00
		COPH Environ, Agri-Occ Health	Assoc Professor	Special		5/31/2023	124,032	FY	1.00
06/00	Wyatt, Todd A	Int Med Pulmonary	Professor	Special	6/27/2023		64,342	FY	0.39
			Professor	Special		12/31/2022	64,342	FY	0.39
		COPH Environ, Agri-Occ Health	Professor	Continuous	6/27/2023		66,967	FY	0.41
			Professor	Continuous		12/31/2022	66,967	FY	0.41
			Interim Chairperson	Special		12/31/2022	15,000	FY	0.00
09/07	Zimmerman, Lani M	CON-Center for CCM	Director CCCM	Special	6/30/2023	6/30/2023	3,000	FY	0.00
			Director CCCM	Special		6/29/2023	3,000	FY	0.00
		CON-Lincoln Division	Professor	Continuous	6/30/2023		180,173	FY	1.00
			Professor	Continuous		6/29/2023	180,173	FY	1.00
			Peck Lienemann & Alum Dist Chair	Special	6/30/2023	6/30/2026	5,000	FY	0.00
			Peck Lienemann & Alum Dist Chair	Special		6/29/2023	5,000	FY	0.00
06/00	Error Correction	09/01 Promotion Within	09/10 Extension of Appointment	09/21 Advancement W/in Unit - C					
06/03	External (Market) Adjustment	09/07 Position Add/Change	09/13 Reappointment	09/43 Lateral/Transfer - C		29/01 Change			
06/06	Internal (Equity) Adjustment	09/09 Other Status Change	09/16 New Faculty	09/44 Lateral/Transfer - Rate Chg-C		Employment %			

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University of Nebraska at Omaha
New Appointments

NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Al-Ameen, Ansar	Women's Basketball	Asst Coach - Women's Basketball	Special	5/8/2023		60,000	FY	1.00

QPR Q2
University of Nebraska at Omaha
Adjustments

<u>Key</u>	<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>	
09/07	Allen, Matthew T	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	AY	0.00	
		Management	Assistant Professor	Specific	6/1/2023		130,549	AY	1.00	
			Assistant Professor	Specific		5/31/2023		130,549	AY	1.00
09/07	Bass, Andrea E	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	AY	0.00	
		Management	Associate Professor	Continuous	6/1/2023		136,910	AY	1.00	
			Associate Professor	Continuous		5/31/2023		136,910	AY	1.00
		Marketing & Entrepreneurship	Schumacher Chair of Ethics	Special	6/1/2023	8/31/2023		10,000	AY	0.00
			Schumacher Chair of Ethics	Special		5/31/2023		10,000	AY	0.00
09/07	Black, Michelle R	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	AY	0.00	
		Political Science	Associate Professor	Continuous	6/1/2023		69,391	AY	1.00	
			Associate Professor	Continuous		5/31/2023		69,391	AY	1.00
09/10	Bloom, Melanie Louise	College of Arts and Sciences	Interim Dean	Special	6/1/2023	5/31/2024	36,000	FY	0.00	
			Interim Dean	Special		5/31/2023	36,000	FY	0.00	
			Associate Dean, Humanities	Special	6/1/2023	8/14/2024	146,559	FY	1.00	
			Associate Dean, Humanities	Special		5/31/2023	146,559	FY	1.00	
09/07	Billings, Christine	Division of Continuing Studies	Director, Division of Continuing Studies	Continuous	5/1/2023		92,443	FY	0.00	
			Director, Division of Continuing Studies	Continuous		4/30/2023	92,443	FY	0.00	
		Innovative & Learning	Director of Adult & Contempor	Continuous	5/1/2023	4/30/2024	20,000	FY	0.00	
			N/A	N/A			0	FY	0.00	
09/07	Caniglia-Schulte, Sara L	Academic Affairs	Summer Faculty	Special	6/1/2023	6/30/2023	3,500	AY	0.24	
09/07	Chasek, Christine L	Counseling	Chairperson	Special	4/1/2023		65,570	FY	0.60	
			Chairperson	Special		3/31/2023	65,570	FY	0.60	
			Hefflinger Professorship in Counseling	Special	4/1/2023	6/30/2026	10,000	FY	0.00	
			Hefflinger Professorship in Counseling	Special		3/31/2023	10,000	FY	0.00	
			Associate Professor	Continuous	4/1/2023		40,380	FY	0.40	
			Associate Professor	Continuous		3/31/2023	40,380	FY	0.40	

QPR Q2
University of Nebraska at Omaha
Adjustments

<u>Key</u>	<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>
09/07	Dhaliwal, Harnoor	Scott Scholars Program	Associate Executive Director	Special	6/1/2023		180,000	FY	1.00
			Associate Executive Director	Special		5/31/2023	180,000	FY	1.00
09/07	Dickson, Timothy L	Biology	Associate Professor	Continuous	6/1/2023		70,157	AY	1.00
			Associate Professor	Continuous		5/31/2023	70,157	AY	1.00
			Director, Turkey Creek Preserve	Special		5/31/2023	22,500	AY	0.00
09/07	Doctor, Austin C	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	AY	0.00
		Political Science	Assistant Professor	Specific	6/1/2023		67,109	AY	1.00
			Assistant Professor	Specific		5/31/2023	67,109	AY	1.00
09/07	Elson, Joel S	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	AY	0.00
		School of Interdisciplinary Informat	Assistant Professor	Specific	6/1/2023		110,982	AY	1.00
			Assistant Professor	Specific		5/31/2023	110,982	AY	1.00
09/07	Fannin, Karen M	Music	Professor	Continuous	4/1/2023		39,212	FY	0.40
			Professor	Continuous		3/31/2023	39,212	FY	0.40
			Interim Director, School of Music	Special	4/1/2023	6/30/2026	90,788	FY	0.60
			Interim Director, School of Music	Special		3/31/2023	74,288	FY	0.60
			Clark Diamond Alumni	Special		3/31/2023	3,000	FY	0.00
			Spire Chair in Music	Special	4/1/2023	6/30/2026	15,000	FY	0.00
06/02	Gabinet, Michael C	Hockey	Head Coach, Hockey	Special	5/1/2023		325,000	FY	1.00
			Head Coach, Hockey	Special		4/30/2023	271,256	FY	1.00
09/01	Grasso, Victoria	Men's Golf	Assistant Coach, Men's & Women's Golf	Special		6/6/2023	33,372	FY	1.00
		Women's Golf	Head Women's Golf Coach	Special	6/7/2023		45,000	FY	1.00
09/07	Kearns, Erin M	School of Crim & Crim Justice	Assistant Professor	Specific	4/1/2023		80,788	AY	1.00
			Assistant Professor	Specific	5/1/2023		80,788	AY	1.00
			Assistant Professor	Specific	6/1/2023		80,788	AY	1.00
			Assistant Professor	Specific		3/31/2023	80,788	AY	1.00
			Assistant Professor	Specific		4/30/2023	80,788	AY	1.00
			Assistant Professor	Specific		5/31/2023	80,788	AY	1.00
		Center for Collaboration Sciences	Coordinator	Special	4/1/2023	5/31/2023	10,000	AY	0.00

QPR Q2
University of Nebraska at Omaha
Adjustments

<u>Key</u>	<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>
			Coordinator	Special	5/1/2023	5/31/2023	10,000	AY	0.00
			Coordinator	Special		3/31/2023	10,000	AY	0.00
			Coordinator	Special		4/30/2023	10,000	AY	0.00
			Coordinator	Special		5/31/2023	10,000	AY	0.00
		School of Crim & Crim Justice	Coordinator	Special	4/1/2023	4/30/2023	7,271	AY	0.00
			Coordinator	Special		4/30/2023	7,271	AY	0.00
09/09	Kohout, Victoria J	Government Relations	Relations	Special	5/11/2023		126,000	FY	1.00
		Office of the Chancellor	Chief of Government & Comm. Relations	Special		5/10/2023	126,000	FY	1.00
09/07	Nix, Justin	School of Crim & Crim Justice	MA Program Coordinator	Special	5/1/2023	5/12/2023	5,000	AY	0.00
			MA Program Coordinator	Special			5,000	AY	0.00
			Associate Professor	Continuous	5/1/2023		85,146	AY	1.00
			Associate Professor	Continuous		4/30/2023	85,146	AY	1.00
			Coordinator	Special		4/30/2023	7,663	AY	0.00
			Distinguished Associate Professor	Continuous	5/1/2023	5/27/2023	20,000	AY	0.00
			Distinguished Associate Professor	Continuous		4/30/2023	20,000	AY	0.00
			Distinguished Associate Professor	Continuous	5/1/2023	5/10/2024	5,000	AY	0.00
			Distinguished Associate Professor	Continuous		4/30/2024	5,000	AY	0.00
09/07	Pleggenkuhle-Miles, Erin G	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	AY	0.00
		Management	Associate Professor	Continuous	6/1/2023		130,818	AY	1.00
			Associate Professor	Continuous		5/31/2023	130,818	AY	1.00
		College of Business Administration	Assistant Chair, Dept of Mgmt	Special	6/1/2023		5,000	AY	0.00
			Assistant Chair, Dept of Mgmt	Special		5/31/2023	5,000	AY	0.00
			Distinguished Associate Professor	Special	6/1/2023	5/10/2024	5,000	AY	0.00
			Distinguished Associate Professor	Special		5/31/2023	5,000	AY	0.00
09/07	Reay, Susan R	Social Work	Director, School	Special	6/1/2023		65,572	FY	0.60
			Assistant Professor	Specific	6/1/2023		33,714	FY	0.40
			Assistant Professor	Specific		5/31/2023	63,214	FY	1.00

QPR Q2
University of Nebraska at Omaha
Adjustments

<u>Key</u>	<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>
09/07	Riley, Kevin	Educational Leadership	Assistant Professor	Special	5/1/2023	5/12/2023	47,045	AY	0.50
			Assistant Professor	Special		4/30/2023	47,045	AY	0.50
		College of Educ, Health & Human Sci	Summer Faculty	Other	5/1/2023	6/30/2023	4,234	AY	0.09
29/03		Educational Leadership	Assistant Professor	Special	6/1/2023	5/12/2023	47,045	AY	0.50
			Assistant Professor	Special		4/30/2023	47,045	AY	0.50
		College of Educ, Health & Human Sci	Summer Faculty	Other	5/22/2023	6/30/2023	4,234	AY	0.09
09/07	Walters, Kayla N	Center for Collaboration Sciences	Coordinator	Special		5/31/2023	10,000	FY	0.00
		Management	Research Associate	Special	6/1/2023	6/30/2023	70,648	FY	1.00
			Research Associate	Special		5/31/2023	70,648	FY	1.00
06/00 Error Correction 06/02 Performance Adjustment 06/09 Change in Payment Schedule 09/01 Promotion Within 09/07 Position Add/Change 09/09 Other Status Change 09/10 Extension of Appointment 29/03 Schedule Change									

QPR Q2
University of Nebraska System
New Appointments

No new appointments for QTR2 2023

QPR Q2
University of Nebraska System
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>
09/58	Carlson, Douglas D	University Services	Assoc VP University Service/CPO/Dir FPCP	Special	5/12/2023		218,000	FY	1.00
		Procure-to-Pay (P2P)	Asst VP/Chief Procurement Officer	Special		5/11/2023	169,950	FY	1.00
09/07	Neal Jr, Donald J	VP for Business and Finance	Senior Tax Director	Special	5/1/2023		127,720	FY	0.80
			Senior Tax Director	Special		4/30/2023	159,650	FY	1.00
		Business and Finance	Financial Strategy Officer (UNO)	Special	5/1/2023		31,930	FY	0.20
09/07 Position Add/Change									
09/58 Promotion/Transfer-Rate									

**2023 Continuous Appointments
University of Nebraska at Kearney**

Name	Department	Rank on Effective Date	Effective Date
<i>College of Arts & Sciences</i>			
Hobbs, Nicholas	Biology	Associate Professor	August 14, 2023
Johnson, Timothy	Modern Languages	Associate Professor	August 14, 2023
Mattingly, Beth	Music, Theatre & Dance	Associate Professor	August 14, 2023
Moxley, Michael	Chemistry	Associate Professor	August 14, 2023
<i>College of Business & Technology</i>			
Bjornsen, Matthew	Accounting, Finance & Economics	Associate Professor	August 14, 2023
<i>College of Education</i>			
Cahill, Alice	Teacher Education	Associate Professor	August 14, 2023
Davala, Marissa	Counseling, School Psychology and Family Sciences	Associate Professor	August 14, 2023
Diaz DeBose, Chandra	Teacher Education	Associate Professor	August 14, 2023
Ghazi Saidi, Ladan	Communication Disorders	Associate Professor	August 14, 2023
Kennedy, Heather	Counseling, School Psychology and Family Sciences	Associate Professor	August 14, 2023
Lai, Philip	Communication Disorders	Associate Professor	August 14, 2023
Phillips, April	Educational Administration	Associate Professor	August 14, 2023
Thompson, Paula	Teacher Education	Associate Professor	August 14, 2023
<i>Calvin T. Ryan Library</i>			
Brownfield, Lindsay	Library	Associate Professor	August 14, 2023

**2023 Promotions in Rank
University of Nebraska at Kearney**

Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Arts & Sciences</i>				
Bonk, Paul	Mathematics & Statistics	Lecturer	Senior Lecturer	August 14, 2023
Brech, Franziska	Modern Languages/Music, Theatre & Dance	Lecturer	Senior Lecturer	August 14, 2023
Dettman, Jonathan	Modern Languages	Associate Professor	Professor	August 14, 2023
Drew, Bryan	Biology	Associate Professor	Professor	August 14, 2023
Gaines, Alison	Music, Theatre & Dance	Assistant Professor	Associate Professor	August 14, 2023
Gensler, Scott	Mathematics & Statistics	Assistant Professor	Associate Professor	August 14, 2023
Huang, Jia	Mathematics & Statistics	Associate Professor	Professor	August 14, 2023
Jensen, Adam	Physics & Astronomy	Associate Professor	Professor	August 14, 2023
Kounovsky-Shafer, Kristy	Chemistry	Associate Professor	Professor	August 14, 2023
Nebesniak, Amy	Mathematics & Statistics	Associate Professor	Professor	August 14, 2023
Stoutamire, William	History	Assistant Professor	Associate Professor	August 14, 2023
Thomas, Allen	Chemistry	Associate Professor	Professor	August 14, 2023
<i>College of Business & Technology</i>				
Benson, Gregory	Marketing, Agribusiness & Supply Chain Management	Associate Professor	Professor	August 14, 2023
Chaffin, T. Daniel	Management	Assistant Professor	Associate Professor	August 14, 2023
Chau, Ngan	Marketing, Agribusiness & Supply Chain Management	Associate Professor	Professor	August 14, 2023
Packard, Ahna	Industrial Technology	Assistant Professor	Associate Professor	August 14, 2023
<i>College of Education</i>				
Cahill, Alice	Teacher Education	Assistant Professor	Associate Professor	August 14, 2023
Harshbarger, Dena	Teacher Education	Associate Professor	Professor	August 14, 2023
Hu, Po	Counseling, School Psychology & Family Science	Assistant Professor	Associate Professor	August 14, 2023
Nelson, Rebecca	Teacher Education	Assistant Professor	Associate Professor	August 14, 2023
Philippi, Patricia	Kinesiology & Sport Sciences	Lecturer	Senior Lecturer	August 14, 2023
Vu, Phu	Teacher Education	Associate Professor	Professor	August 14, 2023
Wolfe, Denise	Communication Disorders	Lecturer	Senior Lecturer	August 14, 2023
<i>Calvin T. Ryan Library</i>				
Brownfield, Lindsay	Library	Assistant Professor	Associate Professor	August 14, 2023

**2023 Emeritus Status
University of Nebraska at Kearney**

Name	Unit	Emeritus Rank	Effective Date
Alavi-Behbahani, Abdoulelahe	Cyber Systems	Assistant Professor	05/19/23
Bridges, Deborah	Marketing, Agribusiness & Supply Chain Management	Professor	06/30/23
Jensen, Susan	Management	Professor	05/19/23
May, Daniel	Art & Design	Professor	05/19/23
Sorensen, Kaye	Mathematics & Statistics	Senior Lecturer	05/19/23

**2023 Continuous Appointments
University of Nebraska-Lincoln**

Name	Department	Rank on Effective Date	Effective Date
<i>College of Architecture</i>			
Newton, David	Architecture	Associate Professor	August 14, 2023
<i>College of Arts and Sciences</i>			
Golf, Frank	Physics and Astronomy	Associate Professor	August 14, 2023
Holland, Kathryn	Psychology and Women's and Gender Studies	Associate Professor	August 14, 2023
Huang, Peisi	Physics and Astronomy	Associate Professor	August 14, 2023
<i>College of Business</i>			
Akamah, Herita	Accountancy	Associate Professor	August 14, 2023
Baugh, Brian	Finance	Associate Professor	August 14, 2023
Thornock, Todd	Accountancy	Associate Professor	August 14, 2023
Wang, Liying	Finance	Associate Professor	August 14, 2023
Wu, Biyu	Accountancy	Associate Professor	August 14, 2023
Zhuang, Shengchao	Finance	Associate Professor	August 14, 2023
<i>College of Education and Human Sciences</i>			
Brennan, Marc	Special Education and Communication Disorders	Associate Professor	August 14, 2023
Casto, Mary	Textiles, Merchandising and Fashion Design	Associate Professor	August 14, 2023
Gormley, Matthew	Educational Psychology	Associate Professor	August 14, 2023
Starkey, Sandra	Textiles, Merchandising and Fashion Design	Associate Professor	August 14, 2023
<i>College of Engineering</i>			
Kim, Seunghee	Civil and Environmental Engineering	Associate Professor	August 14, 2023
Maguire, Marcus	Architectural Engineering and Construction	Associate Professor	August 14, 2023
Nejati, Siamak	Chemical and Biomolecular Engineering	Associate Professor	August 14, 2023
Park, Jae Sung	Mechanical and Materials Engineering	Associate Professor	August 14, 2023
Zhang, Kuan	Electrical and Computer Engineering	Associate Professor	August 14, 2023

**2023 Continuous Appointments
University of Nebraska-Lincoln**

Name	Department	Rank on Effective Date	Effective Date
<i>Institute of Agriculture & Natural Resources</i>			
Basche, Andrea	Agronomy and Horticulture	Associate Professor	August 14, 2023
Corman, Jessica	School of Natural Resources	Associate Professor	July 1, 2023
Majumder, Kaustav	Food Science and Technology	Associate Professor	August 14, 2023
Qiao, Xin	Biological Systems Engineering	Associate Professor	July 1, 2023
Shi, Yeyin	Biological Systems Engineering	Associate Professor	July 1, 2023
Svoboda, Mark	School of Natural Resources	Professor	August 14, 2023
Velez Arango, Ana Maria	Entomology	Associate Professor	August 14, 2023
Yang, Jinliang	Agronomy and Horticulture	Associate Professor	August 14, 2023
Yu, Jiujiu	Nutrition and Health Sciences	Associate Professor	August 14, 2023

**2023 Promotions in Rank
University of Nebraska-Lincoln**

Name	Department	Present Rank	New Rank	Effective Date
<i>College of Architecture</i>				
Nam, Yunwoo	Community and Regional Planning	Associate Professor	Professor	August 14, 2023
Newton, David	Architecture	Assistant Professor	Associate Professor	August 14, 2023
<i>College of Arts and Sciences</i>				
Angeletti, Peter	Biological Sciences	Associate Professor	Professor	August 14, 2023
Bonander, Allison	Communication Studies	Assistant PoP	Associate PoP	August 14, 2023
Curry, Dawne	History and Ethnic Studies	Associate Professor	Professor	August 14, 2023
Der Matossian, Bedross	History	Associate Professor	Professor	August 14, 2023
Duncan, Aaron	Communication Studies	Associate PoP	Professor of Practice	August 14, 2023
Golf, Frank	Physics and Astronomy	Assistant Professor	Associate Professor	August 14, 2023
Holland, Kathryn	Psychology and Women's and Gender Studies	Assistant Professor	Associate Professor	August 14, 2023
Huang, Peisi	Physics and Astronomy	Assistant Professor	Associate Professor	August 14, 2023
Kang, Alice	Political Science and Ethnic Studies	Associate Professor	Professor	August 14, 2023
Kazyak, Emily	Sociology and Women's and Gender Studies	Associate Professor	Professor	August 14, 2023
Kopacz, Dawn	Earth and Atmospheric Sciences	Assistant PoP	Associate PoP	August 14, 2023
Lai, Rebecca	Chemistry	Associate Professor	Professor	August 14, 2023
McChargue, Dennis	Psychology	Associate Professor	Professor	August 14, 2023
Montooth, Kristi	Biological Sciences	Associate Professor	Professor	August 14, 2023
Morton, Martha	Chemistry	Research Assoc Professor	Research Professor	July 1, 2023
Stevens, Jeffrey	Psychology	Associate Professor	Professor	August 14, 2023
Weaver, Eric	Biological Sciences	Associate Professor	Professor	August 14, 2023

**2023 Promotions in Rank
University of Nebraska-Lincoln**

Name	Department	Present Rank	New Rank	Effective Date
<i>College of Business</i>				
Akamah, Herita	Accountancy	Assistant Professor	Associate Professor	August 14, 2023
Balistreri, Edward	Economics	Associate Professor	Professor	August 14, 2023
Baugh, Brian	Finance	Assistant Professor	Associate Professor	August 14, 2023
Kumar, Alok	Marketing	Associate Professor	Professor	August 14, 2023
Moser, Shane	Finance	Assistant PoP	Associate PoP	August 14, 2023
Thornock, Todd	Accountancy	Assistant Professor	Associate Professor	August 14, 2023
Wang, Liyang	Finance	Assistant Professor	Associate Professor	August 14, 2023
Wu, Biyu	Accountancy	Assistant Professor	Associate Professor	August 14, 2023
Zhuang, Shengchao	Finance	Assistant Professor	Associate Professor	August 14, 2023
<i>College of Education and Human Sciences</i>				
Brennan, Marc	Disorders	Assistant Professor	Associate Professor	August 14, 2023
Casto, Mary	Textiles, Merchandising and Fashion Design	Assistant Professor	Associate Professor	August 14, 2023
Edwards, Katie	Educational Psychology	Associate Professor	Professor	August 14, 2023
Gormley, Matthew	Educational Psychology	Assistant Professor	Associate Professor	August 14, 2023
Hanson-Bradley, Carrie	Child, Youth and Family Studies	Assistant PoP	Associate PoP	August 14, 2023
Lambert, Matthew	Disorders	Associate Professor	Professor	August 14, 2023
Starkey, Sandra	Textiles, Merchandising and Fashion Design	Assistant Professor	Associate Professor	August 14, 2023

**2023 Promotions in Rank
University of Nebraska-Lincoln**

Name	Department	Present Rank	New Rank	Effective Date
<i>College of Engineering</i>				
Barrows, Matthew	Architectural Engineering and Construction	Assistant PoP	Associate PoP	August 14, 2023
Bohn, Christopher	School of Computing	Assistant PoP	Associate PoP	August 14, 2023
Gilmore, Alisa	Electrical and Computer Engineering	Associate PoP	Professor of Practice	August 14, 2023
Kim, Seunghee	Civil and Environmental Engineering	Assistant Professor	Associate Professor	August 14, 2023
Kreiling, Brandon	Architectural Engineering and Construction	Assistant PoP	Associate PoP	August 14, 2023
Maguire, Marcus	Architectural Engineering and Construction	Assistant Professor	Associate Professor	August 14, 2023
Nejati, Siamak	Chemical and Biomolecular Engineering	Assistant Professor	Associate Professor	August 14, 2023
Park, Jae Sung	Mechanical and Materials Engineering	Assistant Professor	Associate Professor	August 14, 2023
Qian, Wen	Mechanical and Materials Engineering	Research Assist Professor	Research Assoc Professor	July 1, 2023
Reddi, Vishnu	Architectural Engineering and Construction	Assistant PoP	Associate PoP	August 14, 2023
Shen, Zhigang	Architectural Engineering and Construction	Associate Professor	Professor	August 14, 2023
Zhang, Kuan	Electrical and Computer Engineering	Assistant Professor	Associate Professor	August 14, 2023
Zhu, Jinying	Civil and Environmental Engineering	Associate Professor	Professor	August 14, 2023
<i>College of Law</i>				
Schutz, Anthony	Law	Associate Professor	Professor	August 14, 2023
Sullivan, Ryan	Law	Associate Professor	Professor	August 14, 2023
<i>Hixson-Lied College of Fine and Performing Arts</i>				
Hanrahan, Kevin	Music	Associate Professor	Professor	August 14, 2023

**2023 Promotions in Rank
University of Nebraska-Lincoln**

Name	Department	Present Rank	New Rank	Effective Date
<i>Institute of Agriculture and Natural Resources</i>				
Adams, Stacy	Agronomy and Horticulture	Associate PoP	Professor of Practice	July 1, 2023
Alvarez, Sophie	Center for Biotechnology	Assoc Research Professor	Research Professor	July 1, 2023
Anderson, Troy	Entomology	Associate Professor	Professor	August 14, 2023
Basche, Andrea	Agronomy and Horticulture	Assistant Professor	Associate Professor	August 14, 2023
Beckman, Ben	Nebraska Extension	Assistant Ext Educator	Associate Ext Educator	July 1, 2023
Broderick, Kyle	Plant Pathology	Assistant Ext Educator	Associate Ext Educator	July 1, 2023
Burr, Kathy	4-H Youth Development	Assistant Ext Educator	Associate Ext Educator	July 1, 2023
Conner, Nathan	Ag Leadership, Ed, & Communication	Associate Professor	Professor	July 1, 2023
Corman, Jessica	School of Natural Resources	Assistant Professor	Associate Professor	July 1, 2023
Das Choudhury, Sruti	School of Natural Resources	Research Assist Professor	Research Assoc Professor	July 1, 2023
Elsen, Kerry	4-H Youth Development	Assistant Ext Educator	Associate Ext Educator	July 1, 2023
Fischer, Jean Ann	Nutrition and Health Sciences	Associate Ext Educator	Extension Educator	July 1, 2023
Frerichs, Sandra	4-H Youth Development	Extension Assist Professor	Extension Assoc Professor	July 1, 2023
Ge, Yufeng	Biological Systems Engineering	Associate Professor	Professor	August 14, 2023
Goetsch, Bradley	College of Ag Sciences & Nat Resources	Assistant PoP	Associate PoP	July 1, 2023
Grassini, Patricio	Agronomy and Horticulture	Associate Professor	Professor	August 14, 2023
Hastings, Lindsay	Ag Leadership, Ed, & Communication	Associate Professor	Professor	July 1, 2023
Helikar, Tomas	Biochemistry	Associate Professor	Professor	August 14, 2023
Jhala, Amitkumar	Agronomy and Horticulture	Associate Professor	Professor	July 1, 2023
Kreifels, Brett	4-H Youth Development	Assistant Ext Educator	Associate Ext Educator	July 1, 2023
Losey, Audra	Nebraska Extension	Associate Ext Educator	Extension Educator	July 1, 2023
Luck, Joe	Biological Systems Engineering	Associate Professor	Professor	August 14, 2023
Majumder, Kaustav	Food Science and Technology	Assistant Professor	Associate Professor	August 14, 2023
Nacke, Beth	Nebraska Extension	Assistant Ext Educator	Associate Ext Educator	July 1, 2023
Naldrett, Michael	Center for Biotechnology	Research Assist Professor	Research Assoc Professor	July 1, 2023
Peterson, Julie	Entomology	Associate Professor	Professor	July 1, 2023
Qiao, Xin	Biological Systems Engineering	Assistant Professor	Associate Professor	July 1, 2023
Santra, Dipak	Agronomy and Horticulture	Associate Professor	Professor	July 1, 2023

**2023 Promotions in Rank
University of Nebraska-Lincoln**

Name	Department	Present Rank	New Rank	Effective Date
Sayer, Erin	Biochemistry	Associate PoP	Professor of Practice	July 1, 2023
Schmidt, Amy	Biological Systems Engineering	Associate Professor	Professor	July 1, 2023
Schoengold, Karina	Agricultural Economics	Associate Professor	Professor	July 1, 2023
Shi, Yeyin	Biological Systems Engineering	Assistant Professor	Associate Professor	July 1, 2023
Svoboda, Mark	School of Natural Resources	Associate Professor	Professor	August 14, 2023
Twidwell, Dirac	Agronomy and Horticulture	Associate Professor	Professor	August 14, 2023
Urrea, Carlos	Agronomy and Horticulture	Associate Professor	Professor	July 1, 2023
Maria	Entomology	Assistant Professor	Associate Professor	August 14, 2023
Yang, Jinliang	Agronomy and Horticulture	Assistant Professor	Associate Professor	August 14, 2023
Yin, Yanbin	Food Science and Technology	Associate Professor	Professor	August 14, 2023
Yu, Jiujiu	Nutrition and Health Sciences	Assistant Professor	Associate Professor	August 14, 2023
<i>Jeffrey S. Raikes School of Computer Science and Management</i>				
Valentine, Stephanie	and Management	Assistant PoP	Associate PoP	August 14, 2023
<i>University Libraries</i>				
Graham, Richard	Libraries	Associate Professor	Professor	July 1, 2023
Lorang, Elizabeth	Libraries	Associate Professor	Professor	July 1, 2023

**2023 Emeritus Status
University of Nebraska-Lincoln**

Name	Department	Emeritus Rank	Effective Date
Anderson, Mark Robert	Earth and Atmospheric Sciences	Professor	August 12, 2022
Archer, John Clark	School of Global Integrative Studies	Professor	August 13, 2022
Arkebauer, Timothy J	Agronomy and Horticulture	Professor	July 1, 2022
Bender, John	Journalism	Professor	August 16, 2022
Billesbach, David	Biological Systems Engineering	Research Assistant Professor	October 1, 2022
Brantner, Christina Elisabeth	Modern Languages and Literatures	Associate Professor	January 2, 2023
Brodersen, Bruce W	School of Veterinary Medicine and Biomedical Science	Research Professor	April 25, 2023
Cejda, Brent D	Educational Administration	Chair and Professor	August 13, 2022
Clutter, Archie C	Animal Science	Professor	January 4, 2023
Cohn, Steven David	Mathematics	Associate Professor	August 13, 2022
Denicola, Robert C	College of Law	Professor	September 1, 2022
Duncan, Daniel J	Nebraska Innovation Campus	Executive Director	April 5, 2023
England, Marijane Look	Management	Associate Professor of Practice	May 27, 2023
Francis, Charles A	Agronomy and Horticulture	Professor	July 1, 2022
Francis, Charles W (Charlie)	Nebraska Unions	Director	September 10, 2022
Grady, Marilyn L	Educational Administration	Professor	May 27, 2023
Grange, William M	Johnny Carson School of Theatre and Film	Professor	May 27, 2023
Gruhl, John R	Political Science	Professor	January 2, 2023
Hayden, F Gregory (Gregory)	Economics	Professor	January 2, 2023
Hein, Gary L	Entomology	Professor	April 1, 2023
Hinchman, Mark A	Interior Design	Professor	January 2, 2023
Kostelnik, Marjorie J	College of Education and Human Sciences and Child, Youth and Family Studies	Dean and Professor	September 1, 2022
Krause, Gary L	Civil and Environmental Engineering	Professor	August 16, 2022
Larvick, Carol J	Cooperative Extension Division	Extension Educator	November 1, 2022
Lesoing, Gary W	Cooperative Extension Division	Extension Educator	February 8, 2023
Lorenzo, Maria Dolores (Lola)	Modern Languages and Literatures	Associate Professor of Practice	May 27, 2023
May, Ann Mari (Ann Mari)	Economics	Professor	August 15, 2022
Naylor, Ted E	University Libraries	Assistant Professor of Practice	October 1, 2022

**2023 Emeritus Status
University of Nebraska-Lincoln**

Name	Department	Emeritus Rank	Effective Date
Nierman, Glenn E	Glenn Korff School of Music	Professor	September 1, 2022
Nixon, Jennifer S (Jenny)	Cooperative Extension Division	Extension Educator	June 3, 2023
Omer, Thomas C (Tom)	School of Accountancy	Professor	May 17, 2023
Paparozzi, Ellen T	Agronomy and Horticulture	Professor	January 1, 2023
Pereira, Oscar	Modern Languages and Literatures	Professor	May 27, 2023
Potuto, Josephine R (Jo)	College of Law	Professor	January 1, 2023
Rammaha, Mohammad A	Mathematics	Professor	August 13, 2022
Rosenbaum, David I	Economics	Professor	July 1, 2022
Schopp, Robert F	College of Law	Professor	May 27, 2023
Vyhnalek, Allan R	Agricultural Economics	Extension Educator	April 8, 2023
Waite, Michelle R	Office of the Chancellor	Director of Government Relations	January 4, 2023
Weber, Joseph	Journalism	Professor	May 27, 2023
Weitzenkamp, Deborah J	Cooperative Extension Division	Extension Educator	January 7, 2023
Yuen, Gary Y	Plant Pathology	Professor	March 1, 2023
Zeng, Xiao Cheng (Xiao Cheng)	Chemistry	Professor	July 1, 2022

**2023 Continuous Appointments
University of Nebraska Medical Center**

Name	Department	Rank on Effective Date	Effective Date
<i>College of Allied Health Professions</i>			
Bilek, Laura	CAHP-Physical Therapy	Professor	7/1/2023
<i>College of Dentistry</i>			
Vishwanath, Meenakshi	COD-Growth and Development	Associate Professor	7/1/2023
<i>College of Medicine</i>			
Bailey, Kristina	Internal Medicine	Professor	7/1/2023
Bartels, Karsten	Anesthesiology	Professor	7/1/2023
Haney, Suzanne	Pediatrics	Professor	7/1/2023
Hewitt, Kyle	Genetics, Cell Biology and Anatomy	Associate Professor	7/1/2023
Hyde, Ricia K.	Biochemistry and Molecular Biology	Associate Professor	7/1/2023
Santarpia, Joshua	Pathology and Microbiology	Professor	7/1/2023
Zabad, Rana	Neurological Science	Professor	7/1/2023
<i>College of Nursing</i>			
Beam, Elizabeth	CON-Omaha Division	Associate Professor	7/1/2023
<i>College of Pharmacy</i>			
Shaffer, Christopher	COP-Pharmacy Practice and Science	Associate Professor	7/1/2023
<i>College of Public Health</i>			
Wichman, Christopher	COPH-Biostatistics	Associate Professor	7/1/2023
<i>Eppley Institute</i>			
Dong, Jixin	Eppley Institute	Professor	2/1/2023
Radhakrishnan, Prakash	Eppley Institute	Associate Professor	7/1/2023
<i>Munroe-Meyer Institute</i>			
Clarke, Brandy	MMI-Psychology	Professor	7/1/2023

**2023 Promotions in Rank
University of Nebraska Medical Center**

Last Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Allied Health Professions</i>				
Bilek, Laura	CAHP-Physical Therapy	Associate Professor	Professor	7/1/2023
Meyer, Kyle	CAHP-Physical Therapy	Associate Professor	Professor	7/1/2023
O'Brien, Sarah	CAHP-Education, Research and Practice	Assistant Professor	Associate Professor	7/1/2023
Sprinkle, Sarah	CAHP-Cytotechnology	Instructor	Assistant Professor	7/1/2023
<i>College of Dentistry</i>				
Bennett, Gregory	COD-Adult Restorative Dentistry	Assistant Professor	Associate Professor	7/1/2023
O'Brien, Kathleen	COD-Growth and Development	Clinical Instructor	Assistant Professor	10/1/2022
Ribeiro Wobido, Amanda	COD-Adult Restorative Dentistry	Clinical Instructor	Assistant Professor	10/1/2022
Vishwanath, Meenakshi	COD-Growth and Development	Assistant Professor	Associate Professor	7/1/2023
<i>College of Medicine</i>				
Adams, Jennifer	Dermatology	Assistant Professor	Associate Professor	7/1/2023
Ashford, Allison	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Bailey, Kristina	Internal Medicine	Associate Professor	Professor	7/1/2023
Barnes, Christie	Otolaryngology, Head and Neck Surgery	Assistant Professor	Associate Professor	7/1/2023
Basma, Hesham	Internal Medicine	Assistant Professor	Instructor	7/1/2023
Cantrell, Emily	Surgery	Assistant Professor	Associate Professor	7/1/2023
Cooper, Jeffrey	Emergency Medicine	Associate Professor	Professor	7/1/2023
Cox, Jesse	Pathology and Microbiology	Assistant Professor	Associate Professor	7/1/2023
Dave, Rajnish	Neurological Science	Instructor	Assistant Professor	7/1/2023
DeAlba, Armando	Family Medicine	Assistant Professor	Associate Professor	7/1/2023
DeVries, Matthew	Radiology	Associate Professor	Professor	7/1/2023
Esterach, Rocky	Psychiatry	Instructor	Assistant Professor	7/1/2023
Evans, Charity	Surgery	Associate Professor	Professor	7/1/2023
Franzen, Marcellene	Anesthesiology	Assistant Professor	Associate Professor	7/1/2023
Geelan-Hansen, Katie	Otolaryngology, Head and Neck Surgery	Assistant Professor	Associate Professor	7/1/2023
Ghosal, Garsi	Genetics, Cell Biology and Anatomy	Assistant Professor	Associate Professor	7/1/2023
Gih, Daniel	Psychiatry	Associate Professor	Professor	7/1/2023
Ganader, Elon	Radiology	Assistant Professor	Associate Professor	7/1/2023
Haney, Suzanne	Pediatrics	Associate Professor	Professor	7/1/2023

**2023 Promotions in Rank
University of Nebraska Medical Center**

Last Name	Unit	Present Rank	New Rank	Effective Date
Heiser, Nicholas	Anesthesiology	Assistant Professor	Associate Professor	7/1/2023
Hejkal, Joseph	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Hewitt, Kyle	Genetics, Cell Biology and Anatomy	Assistant Professor	Associate Professor	7/1/2023
Huang Pacheco, Andrew Steve	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Johnson, Craig	Radiology	Assistant Professor	Associate Professor	7/1/2023
Johnson, Daniel W.	Anesthesiology	Associate Professor	Professor	7/1/2023
King, Lydia	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Khan, Faris	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Kirschner, Ronald	Emergency Medicine	Assistant Professor	Associate Professor	7/1/2023
Koepsell, Scott	Pathology and Microbiology	Associate Professor	Professor	7/1/2023
Kshirsagar, Prakash	Biochemistry and Molecular Biology	Instructor	Assistant Professor	7/1/2023
Larsen, Timothy	Emergency Medicine	Assistant Professor	Associate Professor	7/1/2023
Liu, Yutong	Radiology	Associate Professor	Professor	7/1/2023
Lobato, Robert	Anesthesiology	Associate Professor	Professor	7/1/2023
MacTaggart, Jason	Surgery	Associate Professor	Professor	7/1/2023
Merani, Shaheed	Surgery	Assistant Professor	Associate Professor	7/1/2023
Miles, Clifford	Internal Medicine	Associate Professor	Professor	7/1/2023
Mohring, Stephen	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Nabower, Aleisha	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Ng, Caroline	Pathology and Microbiology	Assistant Professor	Associate Professor	7/1/2023
Olson-Johnson, Katherine	Neuroscience	Instructor	Assistant Professor	7/1/2023
Ouellette, Scot	Pathology and Microbiology	Associate Professor	Professor	7/1/2023
Pichler, Michael	Neurological Science	Assistant Professor	Associate Professor	7/1/2023
Raulji, Chittalsinh	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Reames, Bradley	Surgical Oncology	Assistant Professor	Associate Professor	7/1/2023
Robinson, Jeffrey	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Ronshaugen, Natalie	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Rorie, Andrew	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Rucks, Elizabeth	Pathology and Microbiology	Associate Professor	Professor	7/1/2023
Sambol, Anthony	Pathology and Microbiology	Assistant Professor	Associate Professor	7/1/2023
Santarpia, Joshua	Pathology and Microbiology	Associate Professor	Professor	7/1/2023
Sato, Alice	Pediatrics	Assistant Professor	Associate Professor	7/1/2023

**2023 Promotions in Rank
University of Nebraska Medical Center**

Last Name	Unit	Present Rank	New Rank	Effective Date
Shiffermiller, Jason	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Skar, Gwen	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Snow, Marcus	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Songster, Jeffrey	Anesthesiology	Assistant Professor	Associate Professor	7/1/2023
Stoller, Douglas	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Sutton, Adam	Dermatology	Assistant Professor	Associate Professor	7/1/2023
Swanson, Sara	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Teply, Melissa	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Thompson, Jonathan	Surgery	Assistant Professor	Associate Professor	7/1/2023
Thompson, Shaun	Anesthesiology	Assistant Professor	Associate Professor	7/1/2023
Timmons, Zebulon	Pediatrics	Assistant Professor	Associate Professor	7/1/2023
Urban, Marian	Surgery	Assistant Professor	Associate Professor	7/1/2023
Vargas Jr, Luciano	Surgery	Assistant Professor	Associate Professor	7/1/2023
Velagapudi, Poonam	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Wichman, Tammy	Internal Medicine	Associate Professor	Professor	7/1/2023
Zimmer, Andrea	Internal Medicine	Assistant Professor	Associate Professor	7/1/2023
Zoucha, Kenneth	Psychiatry	Assistant Professor	Associate Professor	7/1/2023
<i>College of Nursing</i>				
Beam, Elizabeth	CON-Omaha Division	Assistant Professor	Associate Professor	7/1/2023
Darby, Mark	CON-Omaha Division	Instructor	Clinical Assistant Professor	7/1/2023
Emerson, Margaret	CON-Omaha Division	Assistant Professor	Clinical Associate Professor	7/1/2023
Fulwider, Jami	CON-Lincoln Division	Instructor	Clinical Assistant Professor	7/1/2023
Holmes, LeAnn	CON-Lincoln Division	Clinical Assistant Professor	Clinical Associate Professor	7/1/2023
Hultquist, Teresa	CON-Omaha Division	Associate Professor	Professor	7/1/2023
Rowland, Sheri	CON-Lincoln Division	Assistant Professor	Associate Professor	7/1/2023
Walters, Lisa	CON-Northern Division	Clinical Instructor	Clinical Assistant Professor	7/1/2023
Wilber, Anne	CON-Northern Division	Clinical Instructor	Clinical Assistant Professor	7/1/2023
<i>College of Pharmacy</i>				
Hashemi, Mohtadin	COP-Pharmaceutical Science	Research Instructor	Research Assistant Professor	7/1/2023
Mohs, Aaron	COP-Pharmaceutical Science	Associate Professor	Professor	7/1/2023
Shaffer, Christopher	COP-Pharmacy Practice and Science	Assistant Professor	Associate Professor	7/1/2023

**2023 Promotions in Rank
University of Nebraska Medical Center**

Last Name	Unit	Present Rank	New Rank	Effective Date
<i>College of Public Health</i>				
Grimm, Brandon	COPH-Health Promotion	Associate Professor	Professor	7/1/2023
Idoate, Regina	COPH-Health Promotion	Assistant Professor	Associate Professor	7/1/2023
King, Keyonna	COPH-Health Promotion	Assistant Professor	Associate Professor	7/1/2023
Wichman, Christopher	COPH-Biostatistics	Assistant Professor	Associate Professor	7/1/2023
<i>Munroe-Meyer Institute</i>				
Clarke, Brandy	MMI-Psychology	Associate Professor	Professor	7/1/2023
Roberts, Holly	MMI-Psychology	Associate Professor	Professor	7/1/2023

**2023 Emeritus Status
University of Nebraska Medical Center**

Name	Department	Emeritus Rank	Effective Date
<i>College of Allied Health</i>			
Norman, Joseph	CAHP-Physical Therapy	Professor	January 1, 2023
<i>College of Medicine</i>			
Baker, John	Surgery	Associate Professor	July 1, 2022
Baxter, B. Timothy	Surgery	Professor	July 2, 2022
Carson, Steven	Pathology and Microbiology	Professor	July 1, 2022
Ciborowski, Pawel	Pharmacology and Experimental Neuroscience	Professor	July 1, 2022
Esposito, Paul	Orthopaedic Surgery	Professor	July 2, 2022
Healey, Kathleen	Neurological Sciences	Assistant Professor	July 2, 2022
McAlevy, Merle	Internal Medicine	Assistant Professor	July 1, 2022
Remmenga, Steven W.	Obstetrics and Gynecology	Professor	August 2, 2022
Scherl, Susan	Orthopaedic Surgery	Professor	January 3, 2023
Sitorius, Michael	Family Medicine	Professor	July 1, 2022
Toews, Myron	Pharmacology and Experimental Neuroscience	Professor	July 1, 2022
Toris, Carol	Ophthalmology and Visual Sciences	Professor	July 3, 2022
<i>College of Nursing</i>			
Keating-Lefler, Rebecca	CON-Omaha Division	Assistant Professor	October 1, 2022
Leeseberg Stampler, Lynnette	CON-Omaha Division	Professor	September 3, 2022
Pelish, Peggy	CON-Omaha Division	Associate Professor	September 1, 2022
<i>Eppley Institute</i>			
Lockridge, Oksana	Eppley Institute	Professor	March 1, 2023

**2023 Continuous Appointments
University of Nebraska at Omaha**

Name	Department	Rank on Effective Date	Effective Date
<i>College of Arts and Sciences</i>			
Aliaga-Linares, Lissette	Sociology/Anthropology	Associate Professor	August 14, 2023
Manning, David	Biology	Associate Professor	August 14, 2023
Siebler, Kay	English	Associate Professor	August 14, 2023
<i>College of Communication Fine Arts and Media</i>			
Mehlhoff Weare, Andrea	Communication	Associate Professor	August 14, 2023
Subramanian, Roma	Communication	Associate Professor	August 14, 2023
<i>College of Education, Health, and Human Sciences</i>			
Bell, Julie	Teacher Education	Associate Professor	August 14, 2023
Blount, Ashley	Counseling	Associate Professor	August 14, 2023
Burcal, Christopher	Health and Kinesiology	Associate Professor	August 14, 2023
Hunt, Nate	Biomechanics	Associate Professor	August 14, 2023
Malcolm, Phillipe	Biomechanics	Associate Professor	August 14, 2023
<i>College of Information Science and Technology</i>			
Ricks, Brian	Computer Science	Associate Professor	August 14, 2023

**2023 Promotions in Rank
University of Nebraska at Omaha**

Name	Department	Present Rank	New Rank	Effective Date
<i>College of Arts and Sciences</i>				
Darr, Joshua	Chemistry	Associate Professor	Professor	August 14, 2023
Garcia, Claudia	Foreign Languages and Literature	Associate Professor	Professor	August 14, 2023
Grant, Farrah	Geology/Geography	Instructor	Lecturer	August 14, 2023
Heineman, Jennifer	Sociology/Anthropology	Instructor	Lecturer	August 14, 2023
Hillhouse, Lendell	Physics	Instructor	Lecturer	August 14, 2023
Hutt, Curtis	Philosophy/Religious Studies	Associate Professor	Professor	August 14, 2023
Infante, Nicole	Mathematical and Statistical Sciences	Associate Professor	Professor	August 14, 2023
Kennedy, Tammie	English	Associate Professor	Professor	August 14, 2023
Petrow, Greg	Political Science	Associate Professor	Professor	August 14, 2023
Vnuk, James	English	Instructor	Lecturer	August 14, 2023
Wheat, Courtney	Foreign Languages and Literature	Instructor	Lecturer	August 14, 2023
<i>College of Business Administration</i>				
Clark, Brent	Management	Associate Professor	Professor	August 14, 2023
Cummins, Shannon	Marketing & Entrepreneurship	Associate Professor	Professor	August 14, 2023
Simonsen, Lori	Accounting	Instructor	Lecturer	August 14, 2023
<i>College of Communication, Fine Arts and Media</i>				
Cooper, Shelly	Music	Associate Professor	Professor	August 14, 2023
Lu, Lilly	Arts	Associate Professor	Professor	August 14, 2023
<i>College of Education, Health, and Human Sciences</i>				
Chasek, Christine	Counseling	Associate Professor	Professor	August 14, 2023
Hagaman, Jessica	Special Education	Associate Professor	Professor	August 14, 2023
Schaffer, Connie	Teacher Education	Associate Professor	Professor	August 14, 2023

**2023 Emeritus Status
University of Nebraska at Omaha**

Name	Department	Emeritus Rank	Effective Date
Allen, Chris	Communication	Professor	May 26, 2023
Arav, Rami	Religious Studies	Professor	May 26, 2023
Cruz, Ana	Communication	Associate Professor	May 26, 2023
Diamond, Art	Economics	Professor	May 26, 2023
Ebdon, Carol	Public Administration	Professor	May 26, 2023

TO: The Board of Regents Addendum XI-E-2

Academic Affairs

MEETING DATE: October 5, 2023

SUBJECT: Leaves of Absence for the Reporting Period July 1, 2022 Through June 30, 2023

RECOMMENDED ACTION: Report


PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of the academic leaves of absences that have been approved by President Carter in accordance with Section 3.4.3.1 of the *Bylaws of the Board of Regents of the University of Nebraska* as amended June 15, 2006.

The President may approve leaves of absence to members of the permanent professional staff holding full-time appointments that fall within the guidelines set forth in the *Bylaws*. Academic Leaves are approved in advance of the leave dates.

This report has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

SPONSOR: Jeffrey P. Gold, M.D.
Executive Vice President and Provost
University of Nebraska System

APPROVED: 
Walter E. Carter
President
University of Nebraska System

DATE: August 30, 2023

Members of the public and news media may obtain a copy of the Leaves of Absences report in the Office of the University Corporation Secretary, 3835 Holdrege Street, Lincoln, Nebraska 68583, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for University holidays.

President's Leave of Absence Report
Approved for FY 2022-23
University of Nebraska at Kearney

Name	Unit	Title	Type of Leave (1)	Leave Dates	Salary (2)		FTE
Beissel Heath, Michelle	English	Professor	FDF	01/02/2024-05/24/2024	\$ 82,004.00	Sem	1.00
Darveau, Scott	Chemistry	Professor	FDF	01/02/2024-05/24/2024	\$ 84,787.00	Sem	1.00
Hanson, Ralph	Communication	Professor	FDF	08/14/2023-01/01/2024	\$ 83,607.00	AY	1.00
Mims, Grace A.	School Psychology & Family Science	Professor	FDF	08/14/2023-01/01/2024	\$ 92,252.00	AY	1.00
Nabb, David B.	Theater and Dance	Professor	FDF	08/14/2023-01/01/2024	\$ 84,425.00	AY	1.00
Steinke, Christopher J.	History	Associate Professor	FDF	08/14/2023-01/01/2024	\$ 63,606.00	AY	1.00
Tassi, Marguerite A.	English	Professor	FDF	08/14/2023-01/01/2024	\$ 84,786.00	AY	1.00
Van Renen, Denys W.	English	Professor	Unpaid Personal	06/26/2023-05/31/2024	\$ -	FY	1.00

(1) FDF - Faculty Development Fellowship
(2) Annual Salaries Shown

President's Leave of Absence Report
Approved for FY 2022-23
University of Nebraska-Lincoln

<u>Name</u>	<u>Unit</u>	<u>Title</u>	<u>Type of Leave⁽¹⁾</u>	<u>Leave Dates</u>	<u>Salary(2)</u>		<u>FTE</u>
Ari, Waskar	History	Associate Professor	FDF	01/15/2024-05/24/2024	\$ 72,311.00	Sem	1.00
Avalos, George	Mathematics	Professor	FDF	01/15/2024-05/24/2024	\$ 128,300.00	Sem	1.00
Berkowitz, David	Chemistry	Professor	Other; Full (NSF funded)	05/26/2023-05/25/2024	\$ 176,105.00	AY	1.00
Bondi, Stephanie	Education Administration	Assoc. Professor of Practice	FDF	08/14/2023-12/29/2023	\$ 83,032.00	AY	1.00
Borsetlmann, Thomas	History	Professor	FDF	01/15/2024-05/24/2024	\$ 171,353.00	Sem	1.00
Bradley, Justin	School of Computing	Associate Professor	FDF	01/02/2023-05/12/2023	\$ 147,378.00	Sem	1.00
Brown Kramer, Carolyn	Psychology	Assoc. Professor of Practice	Unpaid Personal	08/15/2022-12/22/2022	\$ -	Sem	1.00
Brown Kramer, Carolyn	Psychology	Associate Professor	FDF	01/03/2023-05/16/2023	\$ 64,373.00	Sem	1.00
Brown Kramer, Carolyn	Psychology	Associate Professor	FDF	01/16/2023-05/26/2023	\$ 64,373.00	Sem	1.00
Burberry, Caroline	Earth and Atmospheric Sciences	Associate Professor	FDF	01/15/2024-05/24/2024	\$ 98,800.00	Sem	1.00
Burke, Kelsy	Sociology	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 94,968.00	AY	1.00
Castle, Kathy	Communication Studies	Assoc. Professor of Practice	FDF	01/15/2024-05/24/2024	\$ 73,041.00	AY	1.00
Casullo, Albert	Philosophy	Professor	Academic; Unpaid	01/15/2024-05/24/2025	\$ -	AY	1.00
Cohen, Matthew	English	Professor	FDF	08/14/2023-12/29/2023	\$ 118,940.00	AY	1.00
Conner, Nathan	Agricultural Leadership, Ed., & Comm.	Associate Professor	FDF	07/01/2023-06/30/2024	\$ 122,686.00	FY	1.00
Cressler, Clayton	School of Biological Sciences	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 100,830.00	Sem	1.00

(1) FDF - Faculty Development Fellowship

(2) Annual Salaries Shown

President's Leave of Absence Report
Approved for FY 2022-23
University of Nebraska-Lincoln

Dawes, Kwame	English	Professor	FDF	08/14/2023-12/29/2023	\$ 213,007.00	Sem	1.00
Dawes, Lorna	Libraries	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 63,928.00	AY	1.00
Day, Jeffrey	Architecture	Professor	FDF	01/15/2024-05/24/2024	\$ 117,301.00	AY	1.00
Detweiler, Carrick	School of Computing	Professor	Unpaid Personal	08/14/2023-05/24/2024	\$ -	AY	1.00
Dev, Dipti	Child, Youth, and Family Studies	Associate Professor	FDF	01/01/2024-06/30/2024	\$ 117,332.00	FY	1.00
Dominguez, Eddie	School of Art, Art History, and Design	Professor	FDF	08/15/2023-01/01/2024	\$ 98,688.00	AY	1.00
Dreher, Kwakiutl	English	Professor	FDF	08/14/2023-12/29/2023	\$ 85,000.00	Sem	1.00
Eun, Jongwan	Civil and Environmental Engineering	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 112,667.00	AY	1.00
Fatmehsari, Hamzeh Hagshenas	Civil & Environmental Engineering	Research Assistant Prof.	Unpaid Academic	09/20/2022-05/12/2023	\$ -	AY	1.00
Geib, Phil	Global Integrative Studies	Assoc. Professor of Practice	FDF	01/15/2024-05/24/2024	\$ 69,176.00	AY	1.00
Guevara, Roberto	Modern Language & Literatures	Associate Professor	FDF	01/15/2024-05/24/2024	\$ 71,354.00	Sem	1.00
Holland, Kathryn	Psychology	Assistant Professor	FDF	08/14/2023-12/29/2023	\$ 88,048.00	AY	1.00
Holz, Rose	Women's & Gender Studies	Professor of Practice	FDF	08/14/2023-12/29/2023	\$ 79,619.00	Sem	1.00
Hong, Xia	Physics and Astronomy	Professor	FDF	08/14/2023-12/29/2023	\$ 119,823.00	AY	1.00
Kang, Tony	Accountancy	Associate Professor	FDF	01/15/2024-05/24/2024	\$ 289,000.00	AY	1.00
Kiewra, Kenneth	Educational Psychology	Professor	FDF	08/14/2023-12/31/2023	\$ 133,274.00	AY	1.00
Kim, Surin	Merchandising and Fashion Design	Associate Professor	FDF	01/01/2023-06/30/2023	\$ 96,891.00	Sem	1.00
Kiramba, Lydiah	Teaching, Learning & Teacher Ed.	Associate Professor	FDF	01/02/2023-05/12/2023	\$ 78,919.00	AY	1.00

(1) FDF - Faculty Development Fellowship

(2) Annual Salaries Shown

President's Leave of Absence Report
Approved for FY 2022-23
University of Nebraska-Lincoln

Lai, Tri	Mathematics	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 94,380.00	Sem	1.00
Lanhoso de Mattos, Fabio	Agricultural Economics	Associate Professor	FDF	07/01/2023-12/31/2023	\$ 149,860.00	CY	1.00
Lau, Josephine	Architectual Engineering	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 115,797.00	AY	1.00
Linzell, Daniel	Civil and Environmental Engineering	Professor	Academic; Full (NSF funded)	06/05/2023-06/04/2024	\$ 251,030.00	AY	1.00
Livingston, Taylor	Global Integrative Studies	Assistant Professor of Practice	Unpaid Personal	08/14/2023-08/31/2024	\$ -	AY	1.00
McCoy, Barney	Journalism and Mass Communication	Professor	FDF	08/17/2023-12/29/2023	\$ 113,244.00	AY	1.00
Mendola, Joe	Philosophy	Professor	FDF	08/14/2023-12/29/2023	\$ 145,018.00	Sem	1.00
Mueller, Max	Classics and Religious Studies	Professor	Academic; Partial Pay	08/15/2022-05/26/2023	\$ 79,465.00	AY	1.00
Mueller, Max	Classics and Religious Studies	Associate Professor	FDF	08/19/2024-01/03/2025	\$ 79,465.00	AY	1.00
Ni, Wei	Chemical and Biomolecular Engineering	Associate Professor	FDF	01/02/202-05/12/2023	\$ 121,099.00	Sem	1.00
Obioma, Chigozie	English	Professor	Academic; Unpaid	08/14/2023-05/24/2024	\$ -	AY	1.00
Parrish, Timothy	English	Professor	Unpaid Personal	08/15/2022-05/26/2023	\$ -	AY	1.00
Pérez Giménez, Xavier	Mathematics	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 95,415.00	Sem	1.00
Pitla, Santosh	Biological Systems Engineering	Associate Professor	FDF	01/01/2024-05/24/2024	\$ 136,439.00	Sem	1.00
Robyn, Ingrid	Modern Language & Literatures	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 85,580.00	Sem	1.00
Schachtman, Daniel	Agronomy and Horticulture	Professor	FDF	11/01/2022-04/15/2023	\$ 220,741.00	Sem	1.00
Shen, Zhigang	Architectual Engineering	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 121,814.00	AY	1.00
Sim, Chungwook	Civil and Environmental Engineering	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 108,734.00	AY	1.00

(1) FDF - Faculty Development Fellowship

(2) Annual Salaries Shown

President's Leave of Absence Report
Approved for FY 2022-23
University of Nebraska-Lincoln

Simpson, Patricia	Modern Language & Literatures	Professor	FDF	08/14/2023-12/29/2023	\$ 112,779.00	Sem	1.00
Smith, Jeff	Sociology	Associate Professor	Unpaid Personal	01/05/2023-12/15/2023	\$ -	AY	1.00
Srisa-an, Witawas	School of Computing	Professor	FDF	08/14/2023-12/29/2023	\$ 164,116.00	AY	1.00
Sutherland, Aaron	School of Art, Art History, and Design	Associate Professor	FDF	01/01/2024-05/10/2024	\$ 82,616.00	Sem	1.00
Tan, Li	Mechanical and Materials Engineering	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 106,302.00	AY	1.00
Wang, Jian	Mechanical and Materials Engineering	Professor	FDF	08/14/2023-12/29/2023	\$ 183,123.00	AY	1.00
Wang, Yingying	Special Education & Comm. Disorders	Associate Professor	FDF	08/14/2023-12/29/2023	\$ 89,871.00	AY	1.00
Wiener, Richard	Psychology	Professor	FDF	01/15/2024-05/24/2024	\$ 165,100.00	Sem	1.00
Wood, Simon	Classics and Religious Studies	Associate Professor	FDF	01/15/2024-05/24/2024	\$ 83,075.00	Sem	1.00
Wysocki, Tadeusz	Electrical and Computer Engineering	Professor	FDF	08/14/2023-12/29/2023	\$ 141,279.00	AY	1.00
Yang, Ruiguo	Mechanical and Materials Engineering	Associate Professor	FDF	01/02/202-05/12/2023	\$ 118,609.00	Sem	1.00

(1) FDF - Faculty Development Fellowship

(2) Annual Salaries Shown

**President's Leave of Absence Report
 Approved During FY 2022-23
 University of Nebraska Medical Center**

<u>Name</u>	<u>Unit</u>	<u>Title</u>	<u>Type of Leave (1)</u>	<u>Leave Dates</u>	<u>Salary (2)</u>		<u>FTE</u>
None to Report at this Time							

(1) FDF - Faculty Development Fellowship
 (2) Annual Salaries Shown

President's Leave of Absence Report
Approved During FY 2022-23
University of Nebraska at Omaha

Name	Unit	Title	Type of Leave (1)	Leave Dates	Salary (2)		FTE
Ali, Hesham	Computer Science	Professor	Academic; Full Pay	07/01/2021- 06/30/2022	\$ 263,644	FY	1.00
Benenson, Jodi	Public Administration	Associate Professor	FDF	08/14/2023-05/24/2024	\$ 69,557	AY	1.00
Bereitschaft, Bradley	Geography/Geology	Professor	FDF	08/14/2023-12/22/2023	\$ 75,751	Sem	1.00
Boocker, Joseph (David)	English	Professor	Academic; Full Pay	06/01/2022- 05/31/2023	\$ 195,777	FY	1.00
Bragg, Thomas	Biology	Professor	FDF	01/15/2024-05/24/2024	\$ 109,734	Sem	1.00
Bridgeford, Tracy	English	Professor	FDF	08/14/2023-12/22/2023	\$ 81,962	Sem	1.00
Chao, Chin-Chung	Communication	Professor		08/14/2023-12/22/2023	\$ 72,366	Sem	1.00
Chundi, Parvathi	Computer Science	Professor	IPA; 10% Pay	01/18/2023-01/17/2024	\$ 18,848	AY	1.00
Clark, Brent	Management	Associate Professor	FDF	08/14/2023-12/22/2023	\$ 132,431	Sem	1.00
Davis, Paul	Biology	Professor	FDF	08/14/2023-12/22/2023	\$ 157,756	Sem	1.00
Dinkel, Danae	Health and Kinesiology	Associate Professor	FDF	08/14/2023-05/24/2024	\$ 75,693	AY	1.00

(1) FDF - Faculty Development Fellowship

(2) Annual Salaries Shown

TO: The Board of Regents Addendum XI-E-3
Academic Affairs

MEETING DATE: October 5, 2023

SUBJECT: Periodic Review of Multi-Departmental Academic Centers for Research, Teaching, and/or Service

RECOMMENDED ACTION: Report

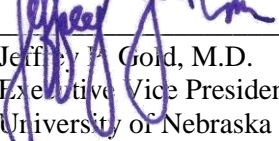
PREVIOUS ACTION: September 30, 2022 – The Multi-Departmental Academic Centers for Research, Teaching, and/or Service reviewed in 2021-2022 were reported to the Board of Regents.

EXPLANATION: Section 2.11 of the *Bylaws of the Board of Regents* requires the President to conduct periodic reviews of all Multi-Departmental Academic Centers for Research, Teaching and/or Service on a timetable appropriate to the nature of the center but not less frequently than every seven years and report the results of periodic reviews to the Board of Regents.

This report lists the Multi-Departmental Academic Centers for Research, Teaching and/or Service reviewed in 2022-2023 and includes the results of these periodic reviews.

This report has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

SPONSOR: David S. Jackson, Ph.D.
Vice Provost
University of Nebraska System

APPROVED: 

Jeffrey P. Gold, M.D.
Executive Vice President and Provost
University of Nebraska System

DATE: August 30, 2023

Campus Reviews of University of Nebraska Academic/Research Centers: 2022-2023
[Board of Regents Report Review Year: 2023]

Center Name	Date Established	Affiliated Unit(s)	Review Process	Recommendation	Next Report
UNL					
Bureau of Sociological Research	1964	College of Arts and Sciences (CAS)	Sociology Annual Program Review (APR)	Continue	2031
Center for Advanced Land Management Information Technologies	1986	Institute of Agriculture and Natural Resources (IANR), School of Natural Resources (SNR)	SNR APR	Continue	2029
Center for Great Plains Studies	1976	CAS	review by CAS dean every 7 years	Continue	2030
Center for Plains Humanities Alliance	2002	Center for Great Plains Studies	review by CAS dean every 7 years	Continue	2030
Center for Science, Mathematics, and Computing Education	1983	CAS	Math APR	Continue	2031
Great Plains Veterinary Educational Center (GPVEC)	1990	IANR, School of Veterinary Medicine and Biomedical Sciences (VMBS)	Veterinary and Biomedical Sciences APR	Continue	2029
High Plains Regional Climate Center	2005	IANR, SNR	School of Natural Resources APR	Continue	2029
National Drought Mitigation Center	2005	IANR, SNR	SNR APR	Continue	2029
Nebraska Center for Entrepreneurship	1986	COB, Management	COB accreditation	Continue	2030
Nebraska Veterinary Diagnostic Center	1924	IANR, VBMS	VBMS APR	Continue	2029
Nebraska Water Center	1964	IANR, SNR	Review by IANR every 7 years	Continue	2030
UNMC					
Center for Collaboration on Research Design and Analysis (CCORDA)	2008	College of Public Health (CoPH) and Vice Chancellor for Research (VCR)	Research Resources Board (RRB) Review with Vice Chancellor for Research (VCR)	Continue	2030
Center for Environmental Health and Toxicology (CEHT)	1997	CoPH and VCR	RRB with VCR	Continue	2030
Center for Health Policy (CHP)	2012	CoPH and VCR	RRB with VCR	Continue	2030
Fred and Pamela Buffett Cancer Center (BCC)	1993	VCR	RRB with VCR	Continue	2030

Campus Reviews of University of Nebraska Academic/Research Centers: 2022-2023
[Board of Regents Report Review Year: 2023]

Center Name	Date Established	Affiliated Unit(s)	Review Process	Recommendation	Next Report
Nebraska Center for Transplantation Medicine (CTM)	2008	COM and VCR	RRB with VCR	Continue	2030
UNMC Electron Microscopy Core Facility		VCR	External scientific review	Continue	2030
UNO					
Center for Faculty Excellence	1988	Academic Affairs	Office of Academic Affairs/Sr. Vice Chancellor	Continue	2030
Juvenile Justice Institute	2003	School of Criminology and Criminal Justice	Director, School of Criminology and Criminal Justice	Continue	2030
Nebraska Center for Justice Research	2014	School of Criminology and Criminal Justice	Asst Dean, College of Public Affairs and Community Service	Continue	2030
UNK					
None due in 2023					



Review Summary
Bureau of Sociological Research
External Review: February 7-9, 2023
Report Date: June 8, 2023

A review of the Bureau of Sociological Research (BOSR) was conducted February 7-9, 2023, in conjunction with the academic program review of the Department of Sociology. The review team membership was composed of Dr. Jennifer Karas Montez, Syracuse University (Chair of Review Team), Dr. David Melamed, The Ohio State University, Dr. Alford A Young, Jr., University of Michigan, Dr. David Hansen, Professor, Department of Psychology, University of Nebraska-Lincoln, and Dr. Hideaki Moriyama, School of Biological Sciences, University of Nebraska-Lincoln.

Mission:

BOSR conducts national, regional and local surveys using a variety of survey research methods. BOSR staff provide a wide ranges of clients with assistance in research design, data collection, evaluation, IRB assistance, research support, and data processing.

Assessment:

BOSR is providing excellent service to their clients across a wide range of research related services. In 2021-22, BOSR generated over \$1.9 million in revenue from 119 projects and 32 grants. The external reviewers praised BOSR as a “gold mine of innovative research and applied training opportunities.” BOSR is actively conducting important, innovative, and applied sociological research on a daily basis. The external review team also noted that BOSR is an “important, outwardly facing strength of the Department of Sociology.”

The external review team encouraged BOSR and the Department of Sociology to explore additional training opportunities for graduate student assistants. “Experience with BOSR is likely to enhance students’ methodological skills and also improve their employment prospects.” While this is a sound recommendation based on the unique research skills of the BOSR staff, the current business model for BOSR would be disrupted by integrating additional graduate training costs as part of their fee structure. Nonetheless, the department and the College will continue to identify ways to expand upon the research expertise of BOSR and seek to integrate additional undergraduate and graduate training opportunities with BOSR Staff. Additionally, BOSR and the Department of Sociology will jointly explore ways to regularly disseminate research findings using appealing and easy-to-digest media such as a BOSR-sponsored research brief series.

Recommendation:

Center status should be retained.

Responsibility for Monitoring:

The Dean of the College of Arts and Sciences is responsible for monitoring the progress of the Bureau of Sociological Research toward the achievement of its valuable research mission.

Review Summary
Center for Advanced Land Management Information Technologies (CALMIT)
External Review: November 1 - 4, 2022
Report Date: July 5, 2023

An external review of the Center for Advanced Land Management Information Technologies (CALMIT) was conducted as part of the overall UNL Academic Planning Committee (APC) program review of the School of Natural Resources (SNR) from November 1 – 4, 2022. The review team membership* was composed of Non-UNL Faculty, an IANR, UNL Undergraduate and Graduate Students, and APC representatives, and was led by a University of Montana Faculty.

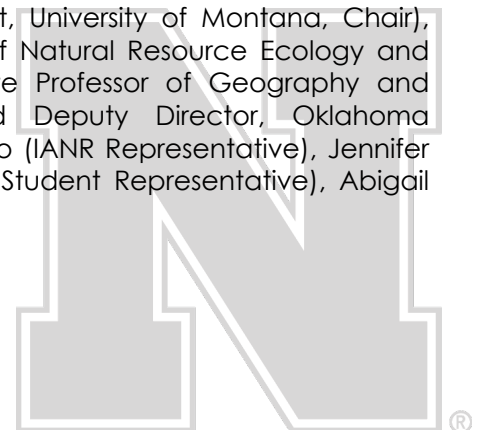
Center Mission: The mission of CALMIT is to be a recognized center of excellence for innovation and application of remote sensing and spatial technologies to investigate and develop an understanding of land surface processes and interactions within natural and managed ecosystems as these systems respond to a changing environment. This includes the use of ground, airborne, and satellite remote sensing, geographic information systems (GIS), and global positioning systems (GPS).

Assessment: The Review Team and their report did not address specifically CALMIT's mission or activities. However, the Review Team highlighted that Centers are an integral part of the research program in SNR. Centers are successful at securing large grants and having continual flow of funding. They add depth and breadth to SNR and provide critical service to the state and beyond. The Centers have strength in water, climate, drought, geology, and soil science that is symbiotic with the teaching and research in SNR. Centers greatly contribute to the diverse workforce within SNR.

Recommendations: There were no specific recommendations for CALMIT.

Responsibility for Monitoring: Regular meetings between the SNR Center Directors and the SNR Director are suggested to address general issues identified by the Review Team.

***Team Membership:** **External Reviewers:** Elizabeth Covelli Metcalf (Senior Associate Dean of Undergraduate Affairs and Professor of Wildlife Management, University of Montana, Chair), Stephen Dinsmore (Professor and Chair of the Department of Natural Resource Ecology and Management, Iowa State University), Mark Shafer (Associate Professor of Geography and Environmental Sustainability, University of Oklahoma and Deputy Director, Oklahoma Climatological Survey) **Internal Reviewers:** Samodha Fernando (IANR Representative), Jennifer Clarke (APC Representative), Sophia Becker (SNR Graduate Student Representative), Abigail Schoup (SNR Undergraduate Student Representative).





Review Summary
Center for Great Plains Studies and Plains Humanities Alliance
Annual Administrative Review: April 27, 2023
Report Date: June 8, 2023

An annual administrative and leadership review of the Center for Great Plains Studies (CGPS) was conducted by Dean Button with the Director of the Center, Dr. Margaret Jacobs, April 27, 2023. This review also included Associate Dean for Faculty, Dr. Patrick Dussault.

Mission:

The Center for Great Plains Studies, with its Great Plains Art Museum, is an interdisciplinary educational and cultural hub that cultivates awareness of and engagement with the diverse people, cultures, and natural environments of the Great Plains. The Center operates the Great Plains Art Museum, Fellows and Affiliate Fellows program, Graduate Fellows program, various scholarly projects; it publishes *Great Plains Quarterly* and *Great Plains Research*; and presents public lectures and symposia.

The Plains Humanities Alliance is dedicated to preserving, researching and promoting the cultural heritage of the Great Plains. By encouraging collaboration among humanities educators, scholars, professionals, and the public, the Plains Humanities Alliance encourages explorations of the region's diverse peoples and their cultural expressions. The National Endowment for the Humanities has designated the states of North Dakota, South Dakota, Nebraska, Kansas and Oklahoma as Alliance members.

Assessment:

The CGPS is a recognized national leader in the field of regional studies. Its strengths are many and, overall, the Center does an excellent job of addressing its mission of fostering the study of and appreciation for the people, cultures, and natural environment of the Great Plains. As part of the College of Arts and Sciences of the University of Nebraska-Lincoln, the CGPS excels in interdisciplinary approaches to learning and has been particularly successful in creating partnerships with local Indigenous peoples, including the Otoe-Missouria Nation. Through its diverse programs the Center promotes the study of the Great Plains and works across academic disciplines to serve every campus in the University of Nebraska system and to impact the lives of residents of the state and region, including Canada's Prairie Provinces. Recent planning and Climate Change and Resilience research and educational programming is ongoing and aligned with key strategic goals of the College and University.

Recommendation:

Center Status should be retained.

Responsibility for Monitoring:

The Dean of the College of Arts and Sciences is responsible for monitoring and supporting the progress of the Center for Great Plains Studies toward the achievement of its comprehensive mission.



Review Summary
Center for Science, Mathematics and Computer Education
External Review: October 9-11, 2022
Report Date: June 8, 2023

A review of the Center for Science, Mathematics, and Computer Education was conducted October 9-11, 2022, in conjunction with the academic program review of the Department of Mathematics. The review team membership was composed of Dr. Matthew Ando (Chair of Review Team), Professor of Mathematics and Associate Dean of College of Liberal Arts and Sciences, University of Illinois, Urbana-Champaign; Dr. Michael Young, Associate Professor and Mellon College of Science Associate Dean for Diversity, Equity and Inclusion, Carnegie Mellon University; Dr. Irena Lasiecka, Distinguished University Professor and Chair, Department of Mathematical Sciences, University of Memphis; Dr. Eileen Hebets, School of Biological Sciences, University of Nebraska-Lincoln; and Dr. Elizabeth Theiss-Morse, Department of Political Science, University of Nebraska-Lincoln.

Mission:

The mission of the Center for Science, Mathematics and Computer Education (CSMCE) is to support UNL faculty engaged in educational activities focused on improving the equitable teaching and learning of science, technology, engineering and mathematics (STEM) at both the PK-12 and collegiate level. CSMCE works to build partnerships among leaders in the higher education and PK-12 education sectors that further our basic mission.

Assessment:

The external review team praised CSMCE for the essential services they provide to the Department of Mathematics, the University, and the wider community. However, the external team did not provide a comprehensive assessment of CSMCE and the Dean's Office will be working with the Center to institute a plan for a more focused and regularized assessment of the Center. This more thorough review will complement the annual administrative/leadership review conducted by the Dean of the College.

CSMCE, under the new leadership of Dr. Wendy Smith (as of August 15, 2022) has initiated a strategic planning process for the Center. As part of this plan, and given the Director's unique expertise, the Dean's Office has encouraged the Center to play a more active role in informing and encouraging good pedagogical practices for active student learning and effective mentoring in the College of Arts and Sciences. We look forward to partnering with CSMCE in this critical area during 2023-2024 academic year.

Recommendation: Center status should be retained.

Responsibility for Monitoring:

The Dean of the College of Arts and Sciences is responsible for monitoring and supporting the progress of the Center for Science, Mathematics and Computer Education toward the achievement of its valuable and comprehensive mission.

Review Summary
Great Plains Veterinary Educational Center
External Review: October 3 - 7, 2022
Report Date: July 5, 2023

An external review of the Great Plains Veterinary Educational Center (GPVEC) was conducted as part of the overall UNL Academic Planning Committee (APC) program review of the School of Veterinary Medicine and Biomedical Sciences (SVMBS) from October 3 – 7, 2022. The review team membership* was composed of Non-UNL Faculty, an IANR, UNL, APC and Industry Representatives, and was led by an Oklahoma State University Faculty.

Center Mission: GPVEC is a SVMBS facility located within the U.S. Meat Animal Research Center (USMARC) near Clay Center, Nebraska. It was originally established as part of a Cooperative Agreement for Veterinary Medical Education between Nebraska and Kansas. GPVEC is a nationally recognized center that serves as a source of information to the beef industry focusing primarily on beef cattle production systems. The Center provides training of veterinary and graduate students, veterinary practitioners, beef producers and industry stakeholders. The center provides educational opportunities through clinical electives and professional training for veterinary students from across the U.S. as well as continuing education events, including workshops, forums and outreach educational programs for practicing veterinarians and livestock specialists.

Assessment: The Review Team noted that GPVEC through collaborations with USMARC is uniquely situated as part of an extraordinary facility established to support high-priority research initiatives that are directly relevant to NE practitioners and producers. Access to USMARC provides unique training opportunities for UNL students, as well as DVM and animal science students across the country, in husbandry, clinical care, and necropsy.

Recommendations: The Review Team provided the following recommendations: SVMBS and specifically, the GPVEC leadership team, developed and maintain a mutually beneficial, collaborative partnership with USDA ARS at USMARC. Given that the USMARC is a restricted access federal facility, there is an inherent risk in increasing the number of veterinary students attending GPVEC each year. It is critical to ensure students (especially those attending as a mandatory rotation) understand the nature of the work they'll perform as well as the expectations for behavior – before they arrive at the facility. The relationship with USMARC is strong but USDA will not continue to host students if there are concerns or evidence of inappropriate student behavior.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Department Head of the SVMBS and the GPVEC Director. Strategic decisions are vested in the senior leadership of IANR; the administrative leadership team formally reviews unit and center progress on a yearly basis during unit planning and evaluation sessions, with additional meetings scheduled quarterly.

***Team Membership: External Reviewers:** Kimberly Dodd (Director, Veterinary Diagnostic Laboratory, Michigan State University, Chair), Amanda Fales-Williams (Professor and Chair, College of Veterinary Medicine and Department of Veterinary Pathology, Iowa State University), Alejandro "Alex" Ramirez (Senior Associate Dean for Academic Programs & Faculty Affairs, Interim Associate Dean for Research & Graduate Studies, and Professor, University of Arizona College of Veterinary Medicine), Jessica Robb (Veterinarian and Stakeholder, Overton Veterinary Services). **Internal Reviewers:** Ruth Woiwode (IANR Faculty Representative), Beth Doll (APC Representative), Jaden Carlson (SVMBS Graduate Student Representative), Francine Watkins (PPVM Student Representative), Ranger Gunville (SVMBS Undergraduate Student Representative).

Review Summary
High Plains Regional Climate Center
External Review: November 1 - 4, 2022
Report Date: July 5, 2023

An external review of the High Plains Regional Climate Center (HPRCC) was conducted as part of the overall UNL Academic Planning Committee (APC) program review of the School of Natural Resources (SNR) from November 1 – 4, 2022. The review team membership* was composed of Non-UNL Faculty, an IANR, UNL Undergraduate and Graduate Students, and APC representatives, and was led by a University of Montana Faculty.

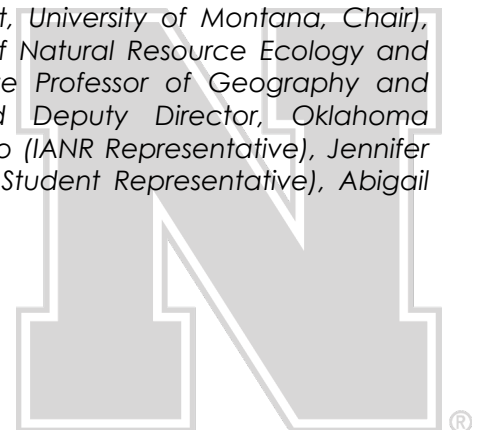
Center Mission: The mission of the HPRCC is to increase the use and availability of climate data in the High Plains Region (Colorado, Kansas, Nebraska, North Dakota, South Dakota, and Wyoming). The HPRCC accomplishes this mission by providing climate services, developing climate data and information products, and engaging stakeholders.

Assessment: The Review Team and their report did not address specifically HPRCC's mission or activities. However, the Review Team highlighted that Centers are an integral part of the research program in SNR. Centers are successful at securing large grants and having continual flow of funding. They add depth and breadth to SNR and provide critical service to the state and beyond. The Centers have strength in water, climate, drought, geology, and soil science that is symbiotic with the teaching and research in SNR. Centers greatly contribute to the diverse workforce within SNR.

Recommendations: There were no specific recommendations for the HPRCC provided by the Review Team.

Responsibility for Monitoring: As no specific recommendations were made by the review team, monitoring is not necessary. However, regular meetings between the SNR Center Directors and the SNR Director are suggested to address general issues identified by the Review Team.

***Team Membership:** **External Reviewers:** Elizabeth Covelli Metcalf (Senior Associate Dean of Undergraduate Affairs and Professor of Wildlife Management, University of Montana, Chair), Stephen Dinsmore (Professor and Chair of the Department of Natural Resource Ecology and Management, Iowa State University), Mark Shafer (Associate Professor of Geography and Environmental Sustainability, University of Oklahoma and Deputy Director, Oklahoma Climatological Survey) **Internal Reviewers:** Samodha Fernando (IANR Representative), Jennifer Clarke (APC Representative), Sophia Becker (SNR Graduate Student Representative), Abigail Schoup (SNR Undergraduate Student Representative).



Review Summary
National Drought Mitigation Center
External Review: November 1 - 4, 2022
Report Date: July 5, 2023

An external review of the National Drought Mitigation Center (NDMC) was conducted as part of the overall UNL Academic Planning Committee (APC) program review of the School of Natural Resources (SNR) from November 1 – 4, 2022. The review team membership* was composed of Non-UNL Faculty, an IANR, UNL Undergraduate and Graduate Students, and APC representatives, and was led by a University of Montana Faculty.

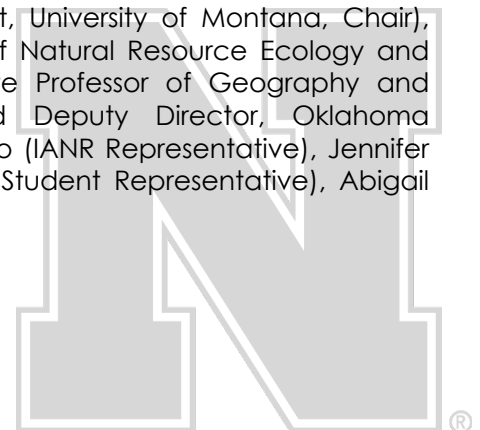
Center Mission: The mission of the NDMC is to lessen societal vulnerability to drought by promoting planning and the adoption of appropriate risk management techniques. The risk management techniques addressed by the NDMC's activities include drought monitoring and early warning, drought planning, and appropriate drought mitigation strategies.

Assessment: The Review Team and their report did not address specifically NDMC's mission or activities. However, the Review Team highlighted that Centers are an integral part of the research program in SNR. Centers are successful at securing large grants and having continual flow of funding. They add depth and breadth to SNR and provide critical service to the state and beyond. The Centers have strength in water, climate, drought, geology, and soil science that is symbiotic with the teaching and research in SNR. Centers greatly contribute to the diverse workforce within SNR.

Recommendations: There were no specific recommendations for the NDMC provided by the Review Team.

Responsibility for Monitoring: Regular meetings between the SNR Center Directors and the SNR Director are suggested to address general issues identified by the Review Team.

***Team Membership:** **External Reviewers:** Elizabeth Covelli Metcalf (Senior Associate Dean of Undergraduate Affairs and Professor of Wildlife Management, University of Montana, Chair), Stephen Dinsmore (Professor and Chair of the Department of Natural Resource Ecology and Management, Iowa State University), Mark Shafer (Associate Professor of Geography and Environmental Sustainability, University of Oklahoma and Deputy Director, Oklahoma Climatological Survey) **Internal Reviewers:** Samodha Fernando (IANR Representative), Jennifer Clarke (APC Representative), Sophia Becker (SNR Graduate Student Representative), Abigail Schoup (SNR Undergraduate Student Representative).





Review Summary
Nebraska Center for Entrepreneurship
Internal Assessment: June 2023
(Report Date: 6/15/2023)

An Internal Review of the [Nebraska Center for Entrepreneurship](#) was conducted in June 2023. The review team was composed of UNL Faculty members Drs. Samuel Nelson, Lindsay Thomsen, and Andrew Hanna, and was led by Associate Dean, Dr. Janet Near. For a robust overview of the Center and its accomplishments, see the [2022-23 Nebraska Center for Entrepreneurship Annual Report](#).

Center Mission

The mission of the Center for Entrepreneurship at the University of Nebraska is to enhance entrepreneurship through curriculum, mentorship, opportunities, connections, resources, and inspiration. Our goal is to connect students and faculty on campus with the resources they need to create and manage successful businesses.

Assessment

Strengths: The Center had several successful initiatives over the past year. Three new members joined the team in 2022 and have seamlessly integrated into our community, playing instrumental roles in managing continuous growth in enrollment, co-curricular activities, and community engagement. Classes and co-curricular events continued to grow by 10% over the previous academic year and by over 300% from 2013. The Center successfully launched the [Entrepreneurship Fellows](#) program, strengthening the connections and opportunities for collaborations with a variety of stakeholders within the local entrepreneurial ecosystem. The program also provided valuable student experiences by offering various opportunities to learn from and connect with area entrepreneurs, founders, service providers, and innovators. Additionally, the student-run [Husker Venture Fund](#) won the regional Venture Capital Investment Competition (VCIC) and secured an impressive third-place finish in the [2023 VCIC Global Finals](#) at the University of North Carolina-Chapel Hill.

Weaknesses: The Center needs to secure permanent funding to maintain current initiatives beyond the 2024-25 academic year. Working closely with the NU Foundation will be imperative to secure the level of funding required to continue the current growth trajectory. As part of the funding initiative, the Center has an opportunity to develop a robust marketing plan to better tell its story to potential donors and further its reach across the UNL campus and the Nebraska entrepreneurship ecosystem.

Recommendations: The academic, economic development, mentorship, competition, and research goals set for the 2022-23 year were met, and often exceeded. The Center plays a critical role in the State of Nebraska's continued economic development and should be retained.

Responsibility for Monitoring: Progress toward addressing these recommendations will be the responsibility of Center Director, Dr. Samuel Nelson, and College of Business Dean, Dr. Kathy Farrell. Monitoring will be ongoing and punctuated with monthly meetings to review progress.

***Team Membership:** Dr. Janet Near, Associate Dean of Graduate Programs; Dr. Samuel A. Nelson, Director, Center for Entrepreneurship; Dr. Lindsey Thomsen, Director of Business Development, Center for Entrepreneurship; Dr. Andrew Hanna, Assistant Professor of Practice, Center for Entrepreneurship.

Review Summary
Nebraska Veterinary Diagnostic Center
External Review: October 3 - 7, 2022
Report Date: July 5, 2023

An external review of the Veterinary Diagnostic Center was conducted as part of the overall UNL Academic Planning Committee (APC) program review of the School of Veterinary Medicine and Biomedical Sciences (SVMBS) from October 3 – 7, 2022. The review team membership* was composed of Non-UNL Faculty, an IANR, UNL APC and Industry Representatives, and was led by a Michigan State University Faculty.

Center Mission: The Veterinary Diagnostic Center (VDC) is an American Association of Veterinary Laboratory Diagnosticians (AAVLD) accredited full-service diagnostic laboratory with an emphasis on food animal diagnostic services and disease surveillance. It is Nebraska's only veterinary diagnostic lab that is accredited by the AAVLD, the United States Department of Agriculture (USDA), and the National Animal Health Laboratory Network.

Assessment: The Review Team noted that the VDC an essential and highly productive part of UNL's overall Veterinary Medicine and Biomedical Sciences programs. It is the only full-service diagnostic laboratory in the state of Nebraska and provides food animal diagnostic services and disease surveillance. The new laboratory building has extensive diagnostic capabilities, including substantial BSL-3 laboratory space, that can be used to support and enhance research initiatives.

Recommendations: The Review Team provided the following recommendations:

- New commercial diagnostic laboratories are rapidly expanding their business models, and new local competitors have emerged in Lincoln. It's critical for the NVDC's continued success to develop a clear identity to leverage new business opportunities in the face of external competitors.
- The unique BSL-3 research facility capabilities and select agent registration are a high-demand research capability that would support both research initiatives as well as federal partnerships through the NVDC.
- The NVDC is uniquely poised to pursue additional federal funding to support fellows interested in public/animal health (Association of Public Health Laboratories) and building the next generation of diagnosticians (USDA).

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Department Head of the SVMBS and the NVDC Director. Strategic decisions are vested in the senior leadership of IANR; the administrative leadership team formally reviews unit and center progress on a yearly basis during unit planning and evaluation sessions, with additional meetings scheduled quarterly.

***Team Membership: External Reviewers:** Kimberly Dodd (Director, Veterinary Diagnostic Laboratory, Michigan State University, Chair), Amanda Fales-Williams (Professor and Chair, College of Veterinary Medicine and Department of Veterinary Pathology, Iowa State University), Alejandro "Alex" Ramirez (Senior Associate Dean for Academic Programs & Faculty Affairs, Interim Associate Dean for Research & Graduate Studies, and Professor, University of Arizona College of Veterinary Medicine), Jessica Robb (Veterinarian and Stakeholder, Overton Veterinary Services). **Internal Reviewers:** Ruth Woiwode (IANR Faculty Representative), Beth Doll (APC Representative), Jaden Carlson (SVMBS Graduate Student Representative), Francine Watkins (PPVM Student Representative), Ranger Gunville (SVMBS Undergraduate Student Representative).

Review Summary
Nebraska Water Center
External Review: November 9 - 10, 2022
Report Date: July 5, 2023

An External Review of the Nebraska Water Center (NWC) was conducted on November 9 – 10, 2022. The review team membership* was composed of faculty and administrators from the Ohio State University, Oklahoma State University, and the University of Wisconsin-Madison with similar responsibilities to the NWC Director.

Center Mission: The NWC is an inter-disciplinary center for water related research, education, and outreach. The Center is administratively under the UNL Robert B. Daugherty Water for Food Global Institute (DWFI). The Center also manages the Water Sciences Laboratory (WSL), a Core research facility of UNL primarily dealing with water research.

Assessment: The Review Team noted that the NWC has the following strengths:

- The NWC has outstanding leadership in the current Director. He is a well-established national leader in water issues and his ability to interact with both faculty and NWC stakeholders positions the program strongly for future growth and impact.
- The NWC is well placed within the university. It has strong support by UNL administration and is highly visible within the university.
- The NWC has great relationships with key stakeholders. Partners come to NWC with needs/opportunities - a testament to their relationship.
- Excellent synergy between the DWFI and NWC. The merger with DWFI has increased capacity at NWC, allowing the NWC to do more and has also resulted in greater visibility for NWC.

Recommendations: The Review Team identified multiple potential opportunities to expand the NWC impact and visibility across UNL, including:

- Tracking and reporting the number and dollar amounts of proposals annually led, participated in, facilitated, and awarded over time to better show impact of NWC and WSL overtime to UNL and stakeholders.
- Encouraging new water faculty to participate in statewide tours to get them familiar with the “landscape” of Nebraska (i.e., stakeholders, geography, issues).
- Initiating a student-led water seminar series (involving and highlighting the work of students at NWC, WSL, and other water programs across UNL).
- Elevating the profile and visibility of UNL water research by supporting and incentivizing publication of water research findings in high impact journals.
- Developing an affiliate status for the UNL Extension staff. While it was evident that UNL Extension are a vital part of UNL, it was difficult to see a direct link to NWC. In addition to giving Extension faculty and staff a sense of ownership in NWC activities, it will also increase visibility of the NWC to stakeholders.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Director of the NWC. Hiring decisions are vested in the senior leadership of IANR; the administrative leadership team formally reviews unit and center progress on a yearly basis during unit planning and evaluation sessions, with additional meetings scheduled quarterly.

***Team Membership: External Reviewers:** Kevin Wagner (Director of Oklahoma Water Resources Institute, Oklahoma State University), James P. Hurley (Director of Water Resources Institute, University of Wisconsin-Madison), Linda Weavers (Co-Director of the Ohio Water Resources Center, The Ohio State University).



External Review Summary
Center for Collaboration on Research Design and Analysis (CCORDA)
Progress Review: June 2023
(Report Date: July 1, 2023)

An external review of the Center for Collaboration on Research Design and Analysis (CCORDA) was conducted in June 2023. The review team membership* was composed of the UNMC Vice Chancellor for Research and an external Advisory Committee**.

Center Mission: To advance clinical, basic, and translational research and public health research at UNMC and in the community and region by providing expertise in the quantitative sciences, including biostatistics, epidemiology, and health services research, as well as geospatial analysis, surveys, observational and qualitative studies. The center provides educational and training opportunities for quantitative sciences graduate students and public health, clinical, and translational investigators.

Assessment: Strengths: The Center acts as a repository of quantitative science expertise with stand-alone and independent research output but also brings tremendous value to UNMC-wide research initiatives by supporting study design, methods, data analysis, and computational services. The Center has successfully developed strategic relationships with many UNMC investigators and research networks, including the NIH-funded Great Plains IDeA-CTR and the Fred & Pamela Buffett Cancer Center. The Center has seen an increased number of investigators served every year since FY19 (231 FY19 to 270 FY22), demonstrating the need and research impact of the Center. CCORDA has well-qualified leadership, especially the director, who is an experienced statistician. The Center supports educational initiatives through formal lectures, hands-on training, seminars, and workshops. The Center should consider adding financial and dedicated educational coordinators to support formalized mentoring programming and disseminating training resources on modern quantitative science techniques. The Center supports multi-center clinical trials.

Areas of improvement: An organizational chart would be valuable. Additional clarity surrounding FTE, the specific number of faculty by expertise, and funding breakdown by institutional support, grant support, and fee-for-service would inform sustainability. Research output should be tracked, including faculty, project type, publications, impact factor, and patents. The Center should consider a quantitative expertise needs assessment to expand the breadth of expertise and align expertise to known needs.

Recommendations: Center status should be retained. A progress report in 6 months should be provided to the VCR addressing comments in the areas of improvement. UNMC institutional leadership should also define Center benchmarks for success and share those with Center leadership.

Responsibility for Monitoring: Progress toward addressing these recommendations will be the responsibility of the Center Director, Associate Dean for Research College of Public Health, and the Office of Vice Chancellor for Research.

***Review Team Membership:** Ken Bayles, Ph.D., Vice Chancellor of Research, University of Nebraska Medical Center; Tess Kuenstling, Ph.D., Assistant Vice Chancellor for Research Resources.

****Center Advisory Committee Membership:** Randall E. Brand, M.D., Professor, Academic Director Division of Gastroenterology, Hepatology and Nutrition, University of Pittsburgh; Julia Sharp, Ph.D., Mathematical Statistician at National Institute of Standards and Technology (NIST); Jun Ying, Ph.D., Professor, Department of Biostatistics, University of Arkansas for Medical Sciences.



External Review Summary
Center for Environmental Health and Toxicology (CEHT)
Progress Review: June 2023
(Report Date: July 1, 2023)

An external review of the Center for Environmental Health and Toxicology (CEHT) was conducted in June 2023. The review team membership* was composed of the UNMC Vice Chancellor for Research and an external Advisory Committee**.

Center Mission: Develop and coordinate collaborative intercampus, interdisciplinary research programs, outreach, and other services that address critical issues in environmental health and toxicology. In addition, focus on developing collaborative research and outreach programs and obtaining financial support for them in areas of mutual scientific interest among faculty at UNMC, UNL, UNO, UNK, and beyond.

Assessment: Strengths: The Center conducts interdisciplinary research uniquely focused on Nebraska but informs national and international initiatives. The Center's major research programs are multifaceted, integrating expertise across NU campuses. The Center underwent a restructuring and change in Directorship during the reporting period. CEHT more than doubled M.S. and Ph.D. trainees supported (5 in FY19 to 11 in FY23). Center faculty supported over 20 extramural awards valued at more than \$17.5 and had over 50 publications over the reporting period. The CEHT core team grew from 4 to 20 individuals. Furthermore, the Center's extramural funding is highly diverse, with sponsors including CDC, NASA, NOAA, the U.S. Department of State, and the Nebraska Legislature. The Center has strategic collaborations with multiple NU entities, state partners, federal partners, and internal partnerships. The Center has supported education and training events both independently and with other partners – for example, the CEHT the Water, Climate and Health Program, in collaboration with the UNMC College of Medicine, launched an Enhanced Medical Education Track in Climate and Health for medical students.

Areas of improvement: The CEHT is excelling at promoting collaboration within the University of Nebraska system and engaging in research and education; however, the Center should explore allocation of more resources to additional structured outreach and education initiatives. CEHT should also explore incorporation of diversity, equity and inclusion into a constituent map to adequately respond to unique challenges faced by Nebraskans. The Center leadership should consider other populations (e.g., indigenous populations) that are understudied but face environmental health disparities in central North America. The Center should define qualitative and quantitative benchmarks for success.

Recommendation: Center status should be retained.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director, Associate Dean for Research College of Public Health, and the Office of Vice Chancellor for Research.

***Review Team Membership:** Ken Bayles, Ph.D., Vice Chancellor of Research, University of Nebraska Medical Center; Tess Kuenstling, Ph.D., Assistant Vice Chancellor for Research Resources.

****Center Advisory Committee Membership:** Susan Anenberg, Ph.D., Professor, Environmental and Occupational Health, George Washington University; Jesse D Berman, Ph.D., Assistant Professor, Environmental Health Sciences, University of Minnesota; Erica Fleishman, Ph.D., Director of the Oregon Climate Change Research Institute and Professor, Oregon State University; Laurel Harduar Morano, Ph.D., M.P.H., Associate Professor, College of Human Medicine, Michigan State University; Paul Schramm, M.S., M.P.H., Climate Science Team Lead, Centers for Disease Control and Prevention.



External Review Summary
Center for Health Policy (CHP)
Progress Review: June 2023
(Report Date: July 1, 2023)

An external review of the Center for Health Policy (CHP) was conducted in June 2023. The review team membership* was composed of the UNMC Vice Chancellor for Research and an external Advisory Committee**.

Center Mission: The Center evaluates policies and conducts research to improve population health and the efficiency and effectiveness of the healthcare system in Nebraska and the United States. The Center’s mission is to integrate health care and public health to improve population health and drive best policies and practices to make Nebraska the healthiest state in the nation.

Assessment: Strengths: The Center focuses on health policy and health system transformation with a particular focus on being a trusted resource for policymakers. Center personnel network with other Nebraska organizations to develop strategies to strengthen Nebraska health – during the reporting period, these initiatives include workforce capacity, modernizing the public health data system, and building care coordination capacity between local public health agencies and primary care clinics in rural areas. Notably, the Center strongly supported the health workforce pipeline programs at UNK in 2022. The Center underwent a leadership transition in 2019. Since this transition, the Center has focused on external stakeholder networking within Nebraska, including convening multi-sector and multi-disciplinary groups to identify barriers and opportunities to improve population health among Nebraskans and acting upon those opportunities. CHP has worked with six rural local health departments to create a care coordination model, supported the research of various initiatives, including tele-dental services, controlling and supporting diabetes amount Medicaid enrollees, lack of insurance coverage, and impact on Rural Emergency Hospitals and how that may impact services within an emergency preparedness capacity. The Center also provided a key leadership role in developing a Masters of Health Administration program.

Areas of improvement: The Center should strongly consider a membership drive in diverse areas of research to more adequately the Center’s mission and provide broader expertise. The Center should also develop methods to obtain input from the healthcare sector to inform policy and incorporate “professors of practice” from the private sector. The Center should strongly examine its scientific output (peer-reviewed publications) and research funding, which are key to the sustainability of the Center. The Center should also strongly examine educational and training initiatives, prioritizing workshops and outreach.

Recommendation: Center status should be retained. A progress report should be provided to the VCR in 6 months addressing the areas of improvement above.

Responsibility for Monitoring: Progress toward addressing these recommendations will be the responsibility of the Center Director, Associate Dean for Research College of Public Health, and the Office of Vice Chancellor for Research.

***Review Team Membership:** Ken Bayles, Ph.D., Vice Chancellor of Research, University of Nebraska Medical Center; Tess Kuenstling, Ph.D., Assistant Vice Chancellor for Research Resources.

****Center Advisory Committee Membership:** Susan Bockrath, M.P.H., CHES, Executive Director, Nebraska Association of Local Health Directors (NALHD); Marty Fattig, CEO, Nemaha County Hospital; Robert Rauner, MD, President, Partnership for a Healthy Lincoln (PHL).



External Review Summary
Fred and Pamela Buffett Cancer Center (BCC)
Progress Review: June 2023
(Report Date: July 1, 2023)

An external review of the Fred and Pamela Buffett Cancer Center (BCC) was conducted in June 2023. The review team membership* was composed of the UNMC Vice Chancellor for Research and included the Center's self-study and input from the Center's standing External Advisory Board (EAB)**.

Center Mission: To understand, prevent, and cure cancer in Nebraska through premier educational programs, innovative research, the highest quality patient care, and outreach to underserved populations. The Cancer Center works to realize its mission by focusing on the following objectives (1) research, (2) promoting discovery, (3) state-of-the-art cancer care, and (4) education including community outreach with particular emphasis on underserved populations (minorities and rural populations) in the region.

Assessment: Strengths: BCC is Nebraska's only National Cancer Institute (NCI) designated cancer center. BCC has a highly-qualified leadership team. The Center supports or leads multiple regional and national networks. BCC has over 250 members across the NU system and has robust education, training, and outreach initiatives. Research annual extramural awards total more than \$50 million by Center members; about half are NIH-funded. The last EAB review rated shared research resources as excellent or outstanding. BCC has strong federal, private/philanthropic, and state funding record. Growth is evident in NIH/NCI funding, publications in high-impact journals, intra- and inter-institutional collaborations, and much translational activity where the flow of basic discoveries into the clinic is increasing. Per the EAB, "the evolution of the BCC since Dr. Cowan took the helm as director in 1999 is extraordinary". BCC has made progress specific to population sciences since the last review, identifying 25 faculty with research central to the program, developing a dedicated educational seminar series, symposium, extramural award programming, and faculty recruitment.

Areas of improvement: Key opportunities for the Center include investing in and continuing to elevate population science to pursue comprehensive cancer center status. Clarity in BCC's leadership organizational structure may be beneficial to support decision-making. Interval external reviews of specific programs may be beneficial to shorten the horizon and implement change.

Recommendation: Center status should be retained.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Center Director and the Office of Vice Chancellor for Research.

***Review Team Membership:** Ken Bayles, Ph.D., Vice Chancellor of Research, University of Nebraska Medical Center; Tess Kuenstling, Ph.D., Assistant Vice Chancellor for Research Resources.

****Center External Advisory Board Membership:** David Goldman, M.D., Director, Albert Einstein Cancer Center, Bronx, New York; Chair, Fred Pamela Buffett Cancer Center External Advisory Board; James Abbruzzese, MD, D. C. I. Distinguished Professor of Medical Oncology, Duke Cancer Institute; Victoria L. Champion, Ph.D., RN, FAAN, Professor, School of Nursing, Indiana University; Robert Diasio, MD, Professor and former Director of the Mayo Clinic Cancer Center; Eric Fearon, MD, Ph.D., Professor, Director, University of Michigan Rogel Cancer Center, University of Michigan; Stanton L. Gerson, MD, Professor & Dean School of Medicine, Case Comprehensive Cancer Center, Case Western Reserve University; Robert W. Gerlach, M.P.A., Associate Director for Administration and Scientific Affairs, Dartmouth Cancer Center, Dartmouth University; Stanley R. Hamilton, MD, Chair, Department of Pathology, City of Hope; Ernest Hawk, MD, MPH, Professor, MD. Anderson Cancer Center; Patrick J. Loehrer, MD, Professor of Medicine, Indiana University; Linda Malkas, Ph.D., Dean of Translational Science and Professor in Molecular Oncology, City of Hope; James J. Mulé, Ph.D., Associate Center Director, Translational Science, Moffitt Cancer Center; Douglas Yee, M.D., Director of the Masonic Cancer Center, University of Minnesota.



External Review Summary
Nebraska Center for Transplantation Medicine (CTM)
Progress Review: June 2023
(Report Date: July 1, 2023)

An external review of the Nebraska Center for Transplantation Medicine (CTM) was conducted in June 2023. The review team membership* was composed of the UNMC Vice Chancellor for Research and an external Advisory Committee**.

Center Mission: The Center for Transplantation Medicine (CTM) mission is to provide a platform for all individuals that have dedicated their professional careers to transplantation to function in a single environment. Their academic focus includes education, research, and patient care through (1) clinical transplant programs; (2) basic and clinical research programs; and (3) three post-residency training programs.

Assessment: Strengths: The transplantation program at UNMC/NM is internationally renowned, supporting research (basic & clinical), training, and clinical activities. During the reporting period, the Center or Center members received 66 extramural awards and had 272 publications demonstrating high research productivity and output. The Center notably added heart and lung transplantation to the clinical program during the reporting period aligning with the strategic growth of heart and lung research across UNMC. The Center incorporates organ replacement, cellular therapies, and a variety of non-transplant medical treatment and surgical procedures, ensuring the relevance of the CTM as therapies and combination therapies evolve. CTM researchers have also led many major clinical interventional studies to advance knowledge and provide Nebraskans access to innovative clinical care. The CTM is closely aligned with internal stakeholders (Pancreas Cancer Center of Excellence), local organizations (e.g., Live On Nebraska), leads national consortia or networks, and internationally provides expertise (e.g., Vietnamese Ministry of Health and Transplant programs and Minister of Health of Bangladesh, supporting Rohingya refugee crisis, etc.). A strength of CTM is the dialog between basic and clinical research programs tied directly to clinicians providing clinical care. The Center will also host an inaugural Transplant Center Symposium in the spring of 2024.

Areas of improvement: The Center should create a 5-year strategic plan to clarify the top priorities or initiatives. Although the Center is part of many successful large programmatic grants, the Center itself is competitive for programmatic grants, and leadership should apply to lead a large program grant. The CTM should expand outreach and training efforts beyond the residency and summer undergraduate research programs. Outreach and training should be incorporated into a 5-year strategic plan.

Recommendation: Center status should be retained. A progress report should be provided to the VCR in 6 months addressing the areas of improvement above.

Responsibility for Monitoring: Progress toward addressing these recommendations will be the responsibility of the Center Director, Associate Dean for the Research College of Medicine, and the Office of Vice Chancellor for Research.

***Review Team Membership:** Ken Bayles, Ph.D., Vice Chancellor of Research, University of Nebraska Medical Center; Tess Kuenstling, Ph.D., Assistant Vice Chancellor for Research Resources.

****Center Advisory Committee Membership:** John Magee, M.D., Professor, Surgery, Transplant Surgery, University of Michigan; Kim Marie Olthoff, M.D., Professor, Department of Surgery, University of Pennsylvania.



Review Summary
UNMC Electron Microscopy Core Facility
External Review June 2023
(Report Date: July 1, 2023)

An external review of the UNMC Bioimaging Core Facility was conducted in June 2023. The review team membership* was composed of faculty external to the NU system with experience in core facility operations and electron microscopy. Feedback from the internal faculty advisory committee** was also incorporated. The review was led by the UNMC Assistant Vice Chancellor for Research Resources.

Core Description: The Electron Microscopy Core Facility (EMCF) at the University of Nebraska Medical Center (UNMC) provides instrumentation and technical assistance to research programs that require the high-magnification/high-resolution imaging provided by transmission electron microscopy (TEM), scanning electron microscopy (SEM), and three-dimensional serial block face imaging to assess cellular ultrastructure in normal biology and disease, characterize pharmaceutical formulations, evaluate nanomaterials for tissue engineering, and to study cell-device interactions in regenerative medicine.

Assessment: Technology: The EMCF has a Transmission Electron Microscope (TEM), a Scanning Electron Microscope (SEM), and an Apreo Volumescope, a serial block face imaging electron microscope to generate high-resolution three-dimensional image data sets essential to studies of neuronal connectivity and quantitative analysis of structural changes in a broad range of diseases. **Customer Base:** The core facility served 35 investigators in FY22. The core also has a presence on Science Exchange to support external customers, and the EMCF has a 100% satisfaction rating on Science Exchange. **Scientific Output:** In FY22, the EMCF was acknowledged in 14 peer-reviewed publications, budgeted on two awarded extramurally-funded projects, and included in 28 applications that were submitted. **Operational Support:** The facility relies heavily on continued Institutional and NRI support. If support sources are reduced, leadership should actively assess user fees and the impact of higher fees on the NU research community.

Recommendations: Strategic Plan: The core should develop a technical and financial 3-5 year strategic plan that aligns with UNMC's strategic plan and consider projected changes to NRI funding and end-user technology needs. **Financial Management:** FTE allocated to sample preparation is significant. Prioritize which services could be self-serve to trained investigators or automated so EMCF staff scientists can focus on technically challenging services required for research projects. **Technology & Operations:** Validation of the Apreo and using as much capacity the instrument has should be prioritized. The core should consider applying for a new TEM due to its age. The core's efforts to develop correlative light-electron microscopy would be a significant value add and should be strongly supported. **Workforce Development:** Continuing education for the core staff should continue to be encouraged, and educational outreach to the research community through workshops is encouraged.

Responsibility for Monitoring: Progress toward addressing these recommendations will be the responsibility of the Director of the EMCF, Assistant Vice Chancellor for Research Resources, and the core facility's faculty advisory committee**.

***Team Membership:** Anza Darehshouri, Ph.D., Assistant Professor and Director, Electron Microscopy Core Facility, University of Colorado Anschutz Medical Campus; Kate Luby-Phelps, Ph.D., Director, Electron Microscopy Core Facility, Professor, Dept. of Cell Biology, UT Southwestern Medical Center

****Faculty Advisory Committee:** Hamid Band, M.D., Professor, Associate Director, Eppley Institute; Martin Conda-Sheridan, Assistant Professor, Pharmaceutical Sciences, College of Pharmacy; Anna Dunaevsky, Ph.D., Professor, Neurological Sciences, College of Medicine; Justin Mott, M.D., Professor, Biochemistry and Molecular Biology, College of Medicine; Shantaram Joshi, Ph.D., Professor, Genetics, Cell Biology and Anatomy, College of Medicine; Wallace Thoreson, Ph.D., Professor, Ophthalmology and Visual Sciences, College of Medicine; Huangui Xiong, Ph.D., Professor, Biochemistry and Molecular Biology, College of Medicine

University of Nebraska at Omaha - Center for Faculty Excellence
Center Review Report: 2017-2022
March 1, 2023

An operational review of the **University of Nebraska at Omaha (UNO) Center for Faculty Excellence (CFE)** was conducted in the spring of 2023. The review team* was provided a three-page summary narrative of CFE's accomplishments over the past five years as well as charts noting the number of faculty members and students impacted by its signature programs. The review team was also afforded the opportunity to meet with the CFE director.

Center Mission: CFE's mission is to advance instructional excellence, facilitate professional success, and foster faculty leadership through a collaborative approach, supporting the goals of UNO as a premier metropolitan university. CFE supports efforts to enhance diversity and inclusivity at UNO and provides a wide range of professional development opportunities. Its academic focus is to support faculty teaching that advances student performance and creates opportunities for faculty members across the career span.

Assessment:

Notable CFE programming during the past five years includes:

- Retention and student engagement messaging and general instructional support resources
- Working with Students in Distress and Trauma-Informed Resources programming and resources
- Teaching Analysis By Students (TABS)
- Ex Officio Service to the University Committee on the Advancement of Teaching (UCAT)
- Faculty Search and Search Advocate Training
- New Faculty Onboarding and Welcome
- Mentoring via the pilot of TANDEM (Thoughtful Advice. Nurtured Diversity. Engaged Mentorship)
- Communities of Practice and Faculty Leadership Forums
- Writing Opportunities (10-day Writing Challenge, Writing J(am) Session, Camp Completion, etc.)
- Chairs and Directors Professional Development (CDPD)

Goals and aspirations for 2023-2028 include:

- Focus resources and create communication and programming campaigns that address faculty knowledge and skills that contribute to student engagement, performance, and retention.
- Enhance the recruitment and retention of a diverse faculty through 1) ongoing delivery of faculty search and search advocate training with increased attention on maximizing existing resources, 2) further development of TANDEM, and 3) piloting the faculty wellness coaching program.

The review team noted the following strengths and opportunities for growth.

- Areas of strength – work aligned to UNO's strategic plan; varied, extensive, and holistic programming; responsiveness to faculty needs/requests; faculty participation rates; and collaborative delivery of programming and resources.
- Areas for growth – enhance assessment to better capture impact; create a social media presence; develop programming to further support the creative activities of faculty members; and evaluate the sustainability of the current model and level of programming given existing resources.

Recommendations: The reviewers unanimously recommend that CFE should be retained.

Responsibility for Monitoring: Progress towards advancing the above will be the responsibility of Dr. Connie Schaffer, CFE Director. Dr. Candice Batton, Assistant Vice Chancellor for Academic Affairs will be responsible for monitoring progress toward meeting the recommendations outlined by the review team via the annual performance review process.

***Team Membership:** Juan Casas, Dean of Graduate Studies; Peggy Jones, Faculty Senate President; Anne Herman, Instructor, College of Business Administration and UCAT co-chair; Julie Dierberger, Director, Service Learning Academy; Rick Murch-Shafer, Director, Digital Learning; Linda Love, Director of UNMC Faculty Development.

University of Nebraska at Omaha – Juvenile Justice Institute
Center Review Report: 2016-2023
(Report Date: March 1, 2023)

A review of the Juvenile Justice Institute was conducted on February 27, 2023, as part of the academic program review. The review team was composed of Gaylene Armstrong (Director of the UNO School of Criminology and Criminal Justice); Ryan Spohn (Director of the UNO Nebraska Center for Justice Research); Nick Juliano (President and CEO of Radius Omaha); Marijana Kotlaja (past JJI graduate student and Assistant Professor at University of Missouri-Kansas City, Department of Criminal Justice and Criminology); and Abigail Crocker (University of Vermont, Director of Research for the National Center on Restorative Justice.) The committee had access to the 2016 Center Review of the Institute, as well as the opportunity to meet with the Director and two staff of the Juvenile Justice Institute.

Center Mission: The Juvenile Justice Institute (JJI) provides technical assistance and completes policy and program evaluations for state and local agencies, as well as private organizations. The JJI partners with policymakers, practitioners, and criminal justice faculty to explore the most effective and practical strategies that we can use in juvenile programs. The JJI encourages the development of future criminal justice professionals by providing university students with unique educational and research opportunities.

Assessment: The JJI continues to grow, with a 67% increase in its annual budget since the 2016 Center Review. This is the result of increased grants, contracts, and Foundation funding. The review team noted that JJI is viewed as an expert in juvenile justice: practitioners, stakeholders and lawmakers contact JJI frequently for relevant research and data that will help them improve services to youth. The review team noted that one challenge of having expertise in juvenile justice is the risk of being too broad. As part of the Institute's maturation process, the review team recommended strategies for identifying and developing areas of specialization. The team also discussed public outreach and various models of multi-layered public facing outreach, including short briefs, social media, and ensuring materials are accessible to a lay audience.

Recommendations: The Juvenile Justice Institute should be retained. The review committee was unanimous, recommending that the JJI continue to develop the Institute in the areas of 1.) continued research and program evaluations; 2) a multi-layered communication plan; 3) community engagement, and 4) training of undergraduate and graduate students.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of the Director of the Juvenile Justice Institute, the Director of the School of Criminology and Criminal Justice, and the Dean of the College of Public Affairs and Community Service. The goals stated in this report will be further developed by the Director of JJI in conjunction with her staff and accomplished and monitored through regular meetings and action steps relevant to the challenges.

UNO Nebraska Center for Justice Research
Center Review Report: 2015-2022
(Report Date: March 1, 2023)

A review of the UNO Nebraska Center for Justice Research (NCJR) was conducted on March 1, 2023. The internal review team membership* was composed of UNO faculty, directors, and the Assistant Dean of the College of Public Affairs and Community Service.

Center Mission: The UNO Nebraska Center for Justice Research's mission is "to develop and sustain research capacity internal to the State of Nebraska, assist the Legislature in research, evaluation, and policymaking to reduce recidivism, promote the use of evidence-based practices in corrections, and improve public safety." Their research focus is to improve the effectiveness and cost-effectiveness of criminal justice, correctional, and reentry programs in Nebraska and other states in need of evaluation and research.

Assessment: In the over eight years since being established as a Regent-approved center in 2014, NCJR has conducted community-engaged research and evaluation projects across the state of Nebraska in the areas of juvenile justice, criminal justice, corrections, and reentry. Over this time, NCJR has funded its faculty, staff, and graduate research assistants with over \$1.7 million in state appropriations, over \$3 million in contracts, and nearly \$500,000 in grant-funding. NCJR has established itself as a "go-to" research center in the Midwest for justice-related research and evaluation. NCJR (or The Center) provides research and evaluation findings to Nebraska justice and corrections agencies, and other agencies and systems across the nation, to improve their functioning and effectiveness. NCJR disseminates research and evaluation findings to state and local agencies, at conferences, and in academic publications. External reviewers indicate that NCJR excels in community outreach and technical assistance to improve research and evaluation in numerous projects across the state. Internal reviewers suggest that NCJR is fulfilling its mission and should consider expanding its focus beyond Nebraska, regionally and nationally.

Recommendations: NCJR's center status should be retained. NCJR should continue to serve as an entity that serves as a premier research and evaluation center for justice and corrections in Nebraska and beyond. NCJR will review its practice and develop a vision and values aimed at: 1) ensuring that it is inclusive in of the communities with which it engages, 2) ensuring that its work and dissemination are inclusive of the entire state of Nebraska, and 3) ensuring that in our future work, The Center focuses on, and excels in, our specific areas of expertise.

Responsibility for Monitoring: Progress towards addressing these recommendations will be the responsibility of NCJR Director, Ryan Spohn, and NCJR Associate Director, Zachary Hamilton, through annual center reviews, and both Dr. Gaylene Armstrong and CPACS Dean John Bartle through the faculty Annual Review process.

***Internal Review Team Membership:** Samantha Clinkinbeard, Assistant Dean, College of Public Affairs and Community Service, University of Nebraska-Omaha; Gaylene Armstrong, Director, School of Criminology and Criminal Justice, University of Nebraska-Omaha; Anne Hobbs, Director, Juvenile Justice Institute, University of Nebraska-Omaha; Josie Schafer, Director, Center for Public Affairs Research, University of Nebraska-Omaha; Ryan Spohn, Director, Nebraska Center for Justice Research, University of Nebraska-Omaha; Zachary Hamilton, Associate Director, Nebraska Center for Justice Research, University of Nebraska-Omaha

TO: The Board of Regents Addendum XI-E-4

MEETING DATE: October 5, 2023

SUBJECT: University of Nebraska System Five-Year Strategy Accountability Measures Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 23, 2022 – President Carter presented the Five-Year Strategy reissue to the Board of Regents, including a set of accountability measures.

EXPLANATION: Attached is the accountability measures dashboard. Added measures include:

- Open Nebraska Savings for FY2022-23
- Handshake Business Participation for FY2022-23

SPONSOR: Walter E. Carter, President
University of Nebraska System

DATE: August 30, 2023

**University of Nebraska System
Five-Year Strategy
Accountability Measures**

Updated October 5, 2023

Winter Term (4.1) 2021-22		
	Target	Outcome
	# of Winter Term Courses > 2021-22	40 more courses offered over Winter Term 2021-22

Winter Term (4.2) 2021-22		
	Target	Outcome
	# of Winter Term Student Credit Hours Completed > 2021-22	3,107 more Student Credit Hours Completed over Winter Term 2021-22

Enrollment (6.1) Fall 2022		
	Target	Outcome
	Each campuses' total headcount will exceed Fall 2021	UNL = -626 UNMC = +19 UNO = -268 UNK = -234 NCTA = -6

Enrollment (6.2) Fall 2022		
	Target	Outcome
	Total transfer students will exceed Fall 2021	-141

Retention (7) Fall 2022		
	Target	Outcome
	Campus first to second year retention rates will exceed Fall 2021	UNL = +1.8% UNO = +4.5% UNK = -1.4%

Open Nebraska (8) 2022-23		
	Target	Outcome
	\$9 million in aggregate savings to students	\$16.8 million

Handshake Participation (10) 2022-23		
	Target	Outcome
	5% increase over FY2021-22	14.6% increase (3,718 businesses to 4,262 businesses)

Administrative Bloat (18) FY2020-21		
	Target	Outcome
	Institutional Support expenditures below peer average	\$794/FTE Student Below Peer Average (19.6% Below)

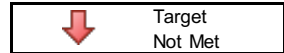
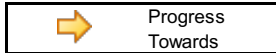
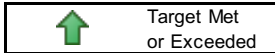
Procurement Savings (20) FY2021-22		
	Target	Outcome
	Establishes baseline	Amount saved through University-wide RFPs \$542,167

Research (17.1) FY2021-22		
	Target	Outcome
	Total research expenditures will exceed prior year	\$33,949,000

Four-Year Graduation Rate (1) FY2020-21		
	Target	Outcome
	Campuses will increase their four-year graduation rate over AY2020-21	UNL = +0.6% UNO = -0.3% UNK = -1.8%

Research (17.2) FY2021-22		
	Target	Outcome
	Extramural research expenditures will exceed prior year	\$20,322,000

LEGEND:



SUBJECT: Durham Science Center Renovation at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approve Budget Category Reallocation for Durham Science Center Renovation at UNO

PREVIOUS ACTION: December 4, 2018 – Board of Regents approved the project scope, schedule, and budget for Durham Science Center Renovation at UNO (agenda item for deferred maintenance).
October 25, 2019 - Board of Regents approved the Program Statement for the Durham Science Center Renovation at UNO
October 8, 2021 – Board of Regents approved the Revised Program Statement for the Durham Science Center Renovation at UNO.
February 11, 2022 – Board of Regents approved the GMP contract amendment.


EXPLANATION: RP-6.3.6(3a) allows for significant changes within a project (such as a budget reallocation between the construction and non-construction categories exceeding \$250,000) with the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents in writing at the next regular meeting. The University FP&CP staff request approval to move project funding from Non-Construction to Construction. This move reduces non-construction budgets to a sufficient level and provides for construction needs. University FP&CP staff have reallocated \$239,000 from non-construction to construction prior to this request. This change contains no reduction in essential intents or purposes.

PROJECT COST:	<i>Intermediate Design</i>	<i>Revised Budget</i>
Total Project Budget:	\$35,000,000	\$35,000,000
Construction Budget:	\$28,879,100	\$29,618,100
Non-Construction Budget:	\$6,120,900	\$5,381,900

SOURCE OF FUNDS: LB384

SPONSOR: Doug Carlson
Associate Vice President for University Services

Chris J. Kabourek
Senior Vice President for Business and Finance | CFO

APPROVAL: 
Walter E. Carter, President
University of Nebraska System

DATE: August 7, 2023

SUBJECT: Health and Kinesiology LB384 Renovation for REACH

RECOMMENDED ACTION: Approve Budget Category Reallocation for Health and Kinesiology LB384 Renovation for REACH at the University of Nebraska at Omaha (UNO)

PREVIOUS ACTION: August 11, 2022 - Board of Regents approved the Program Statement
April 7, 2023 - Board of Regents approved GMP contract amendments


EXPLANATION: RP-6.3.6(3a) allows for significant changes within a project (such as a budget reallocation between the construction and non-construction categories exceeding \$250,000) with the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents in writing at the next regular meeting. The University FP&CP staff request approval to move project funding from Construction to Non-Construction. This move reduces construction budgets to a sufficient level and provides for non-construction needs. This change contains no reduction in essential intents or purposes.

PROJECT COST:	<i>Intermediate Design</i>	<i>Revised Budget</i>
	Total Project Budget:	\$10,000,000
	Construction Budget:	\$8,650,000
	Non-Construction Budget:	\$1,350,000
		\$2,000,000

SOURCE OF FUNDS: LB384

SPONSOR: Doug Carlson
Associate Vice President for University Services

Chris J. Kabourek
Senior Vice President for Business and Finance | CFO

APPROVAL: 

Walter E. Carter, President
University of Nebraska System

DATE: August 7, 2023

SUBJECT: Enterprise

RECOMMENDED ACTION: Approve Budget Category Reallocation for Enterprise Technology Services & Data Solutions Renovation at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: February 7, 2020 – BOR Approved Program Statement

EXPLANATION: RP-6.3.6(3a) allows for significant changes within a project (such as a budget reallocation between the construction and non-construction categories exceeding \$250,000) with the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents in writing at the next regular meeting. The University FP&CP staff request approval to move project funding from Construction to Non-Construction. This move savings in non-construction budget lines for ADA improvements. This change contains no change in space/use, and no reduction in essential program items, intents, or purposes.

UNL Enterprise Remodeling

	<u>Current Regent Approved</u>	<u>Revised Budget</u>
Total Project Budget:	\$5,100,000	\$5,100,000
Construction:	\$3,276,000	\$3,592,000
Non-Construction:	\$1,824,000	\$1,508,000

SOURCE OF FUNDS: LB 957 Deferred Maintenance bond proceeds

SPONSORS: Doug Carlson
Associate Vice President for University Services

Chris J. Kabourek
Senior Vice President for Business and Finance | CFO

APPROVAL: WECat
Walter E. Carter, President
University of Nebraska System

DATE: August 7, 2023

SUBJECT: Kimball Recital Hall LB384 Renovation

RECOMMENDED ACTION: Approve Budget Category Reallocation for Kimball Recital Hall LB384 Renovation at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: December 3, 2021 – BOR Approved LB384 funding
April 7, 2023 – BOR Approved standard for construction agreement

EXPLANATION: RP-6.3.6(3a) allows for significant changes within a project (such as a budget reallocation between the construction and non-construction categories exceeding \$250,000) with the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents in writing at the next regular meeting. The University FP&CP staff request approval to move project funding from Non-Construction to Construction. This move reduces non-construction budgets to a sufficient level and provides for construction needs. This change contains no reduction in essential intents or purposes.

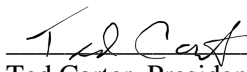
UNL Kimball

	<u>Current Regent Approved</u>	<u>Revised Budget</u>
Total Project Budget:	\$15,180,000	\$15,180,000
Construction:	12,412,500	13,390,000
Non-Construction:	2,767,500	1,790,000

SOURCE OF FUNDS: LB384

SPONSORS: Doug Carlson
Associate Vice President for University Services

Chris J. Kabourek
Sr. Vice President for Business and Finance | CFO

APPROVAL: 

Ted Carter, President
University of Nebraska

DATE: 07/19/23 | 15:40 CDT

SUBJECT: UNL Scott Engineering Center Renovation and Link Replacement

RECOMMENDED ACTION: Approve Budget Category Reallocation for Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln

PREVIOUS ACTION: August 3, 2018 – BOR Approved Program Statement
 October 25, 2019 – BOR Accepted Intermediate Design Report
 December 4, 2020 – BOR Approved Budget Increase
 June 25, 2021 – BOR Approved GMP Amendments
 June 23, 2022 – BOR Approved Budget Increase

EXPLANATION: RP-6.3.6(3a) allows for significant changes within a project (such as a budget reallocation between the construction and non-construction categories exceeding \$250,000) with the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents in writing at next regular meeting. The University FP&CP staff request approval to move project funding from Non-Construction to Construction. This move reduces non-construction budgets to a sufficient level and provides for construction needs. This change contains no reduction in teaching or research capacity, no change in space/use, no reduction in essential program items, intents, or purposes.


UNL Scott Engineering

	<u>Current Regent Approved</u>	<u>Revised Budget</u>
Total Project Budget:	\$79,956,000	\$79,956,000
Construction:	69,325,000	69,650,000
Non-Construction:	10,631,000	10,306,000

SOURCE OF FUNDS: LB957, LB384, Private Donations

SPONSORS: Doug Carlson
 Associate Vice President for University Services

 Chris J. Kabourek
 Senior Vice President for Business and Finance | CFO

APPROVAL: 

 Walter E. Carter, President
 University of Nebraska System

DATE: August 7, 2023

**ATHLETIC MEDICINE
SERVICES AGREEMENT**

This Athletic Medicine Services Agreement (the “Agreement”) is made effective July 1, 2023 (“Effective Date”) and entered into by and between UNMC Physicians (“UNMCP”), a Nebraska non-profit corporation (“UNMCP”), and the Board of Regents of the University of Nebraska, a public body corporate for and on behalf of the University of Nebraska-Lincoln Department of Intercollegiate Athletics (“Nebraska Athletics”).

RECITALS

- A. Nebraska Athletics desires to retain the professional medical services of UNMCP;
- B. UNMCP employs one or more physicians qualified by licensure, training, and experience to provide high quality professional medical services (“Physician” or “Physicians”) to Nebraska Athletics;
- C. UNMCP desires to provide professional medical services to Nebraska Athletics in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Services.** Nebraska Athletics engages UNMCP and UNMCP accepts such engagement to make available to Nebraska Athletics one or more physicians who are employees or independent contractors of UNMCP (“Physician(s)”) to provide the health care services to Nebraska Athletics as set forth in **Schedule A**, which is made a part of this Agreement and incorporated herein by reference.

2. **Compensation.** In consideration of all services furnished by UNMCP under this Agreement, as of the Effective Date Nebraska Athletics shall compensate UNMCP in accordance with the provisions of **Schedule B**, which is made a part of this Agreement and incorporated herein by reference.

3. **Term.** The term of this Agreement shall begin on the Effective Date and end June 30, 2024 (the “Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew for one (1) year unless one party provides written notice to the other party that it does not wish to renew the at least ninety (90) days in advance of the expiration of the Initial Term. The Initial Term and any renewal terms shall collectively be referred to as the “Term.”

4. **Independent Contractor Status.** UNMCP specifically acknowledges that it and Physician(s) providing the services under this Agreement will be acting as independent contractors to Nebraska Athletics.

- a. Physician(s) shall not be employees of Nebraska Athletics for any purposes including, but not limited to, the payment or withholding of social security withholding tax or any other federal, state, or local taxes. UNMCP shall be responsible for all required withholding and payment of income taxes, employment taxes, social security tax, workers' compensation coverage, and other obligations of employers under federal, state, or local law.
- b. UNMCP and Physician(s) shall not be entitled to participate in any plans, agreements or benefits maintained by Nebraska Athletics relating to retirement, health, disability life insurance or any other related benefits.

- c. UNMCP shall ensure that its Physicians use their best professional judgment in determining when, how, where, and whether to render treatment to individual patients. Nebraska Athletics shall not have nor exercise, nor attempt to exercise, any control over the professional judgment and decision making of Physicians. The Physicians are free to accept and treat patients according to their best judgment, or to transfer such patients for diagnosis or care to other practitioners or facilities in accordance with the patient's best interest, so long as the transfer is not based upon a prohibited reason or in default of an obligation of UNMCP hereunder.

5. **Insurance.** UNMCP shall obtain and maintain, at all times that a claim could be brought against it or Physician(s) for services rendered under or during this Agreement, professional liability insurance with limits of \$1,000,000/\$3,000,000 through insurance companies authorized to do business in Nebraska, or through qualification under and participation in the Nebraska Hospital-Medical Liability Act. UNMCP shall furnish appropriate evidence of the existence of such insurance to Nebraska Athletics upon request.

6. **Qualifications.** UNMCP represents and warrants that Physician(s) are duly licensed to practice medicine in the states of the location(s) set forth at Schedule A and have all customary narcotics and controlled substances licenses.

7. **Nebraska Athletics' Obligations.**

A. **Facilities and Equipment.** Nebraska Athletics shall make available during the term of this Agreement the facilities reasonably required for UNMCP to provide Services and related functions pursuant to this Agreement. The use of such space shall not be exclusive, and it may be shared with other health care professionals. Unless otherwise specified in this Agreement, Nebraska Athletics shall be responsible for all equipment, materials and supplies, and all necessary utilities, electricity, and network connectivity, as are reasonably required for the provision of Services, within the sole discretion of Nebraska Athletics. UNMCP shall be responsible for providing Physician(s) cell phones, if any. Physician(s) residing more than twenty-five (25) miles from the Location providing Services pursuant to this Agreement shall be eligible for mileage reimbursement. Such mileage reimbursement shall be at the approved University reimbursement rate in accordance with the University of Nebraska travel policy (accessible at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). During normal lunch-time hours of operation, Physician(s) may access the Lewis Training Table at no cost to UNMCP. Physician(s) providing Services pursuant to this Agreement with a .50 or greater full-time equivalency (FTE) will be offered the same parking privileges as provided to Nebraska Athletics employees, which will consist of the opportunity to purchase a parking permit for a UNL parking lot or garage at UNMCP or Physician(s) expense. Physicians with a FTE of less than .5 providing Services pursuant to this Agreement will be provided parking privileges at Nebraska Athletics' expense.

B. **Personnel.** Nebraska Athletics shall furnish at its expense all personnel reasonably necessary for the proper operation of Nebraska Athletics and to support the Services. Such personnel shall be employees of Nebraska Athletics, and Nebraska Athletics shall be solely responsible for the compensation and benefits of such personnel, including, but not limited to, applicable professional liability insurance and any workers' compensation insurance.

- C. Administrative Management. Nebraska Athletics shall provide administrative management of the Services provided by UNMCP. The designated administrator shall serve as a liaison between Physicians and Nebraska Athletics for any needs of Physicians providing Services.

8. Referrals. There is no agreement, express or implied, between UNMCP and Nebraska Athletics or Physician(s), governing the referral of patients or business. UNMCP and Physician(s) are expressly authorized, encouraged, and required to make all judgments regarding referral solely on the basis of the patient's demonstrated clinical needs and the abilities and qualifications of facilities and practitioners. Neither UNMCP nor any Physician performing Services hereunder shall receive any compensation or remuneration for referrals, if any.

9. Professional Billing. Except as specifically stated elsewhere in the Agreement, Nebraska Athletics shall be the sole owner of any receivables and shall have the sole authority to establish, bill, receive and retain all fees for Services provided by Physician(s) while providing coverage under this Agreement. Payment by Nebraska Athletics to UNMCP of amounts provided for in this Agreement constitutes payment in full to UNMCP for all medical services rendered by Physician(s), and UNMCP shall not bill Medicare, Medicaid, patients, or any other payers for professional services rendered hereunder.

10. No Exclusion. Both parties hereby represent and warrant that they are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare and Medicaid, nor have they been debarred from any federal procurement or nonprocurement program. Both parties hereby agree to immediately notify the other party of any threatened, proposed, or actual exclusion from any federally funded program, including Medicare and Medicaid, or any threatened, proposed, or actual debarment from any federal procurement or nonprocurement program. In the event that either party is excluded by any federally funded health care program or debarred from any federal procurement or nonprocurement program during the term of this Agreement, or if at any time after the effective date of this Agreement, it is determined that either party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion, debarment, or breach, automatically terminate. In the event a Physician provided by UNMCP is excluded or debarred, the parties may mutually agree upon an alternative Physician, in which case the Agreement shall not immediately terminate.

11. Compliance. The parties and their employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority. As relates to the provision of the Services, Nebraska Athletics and Physician(s) will comply with the bylaws, rules, and regulations of the NCAA, the rules and regulations of the Big Ten Conference (or any successor conference), as well as applicable Nebraska Athletics policies. Nebraska Athletics shall provide training to Physicians for all applicable NCAA, Big Ten Conference, and Nebraska Athletics rules, regulations and policies.

12. Liability. Each party shall be liable for its own negligent and intentional acts and omissions under this Agreement, and no party shall be liable for the negligent or intentional acts and omissions of the other party. No party shall have authority to bind the other party to any debt, contract, or other undertaking.

13. Indemnification. Unless otherwise specified herein, to the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party (including its officers, agents and employees) from and against claims, demands, liabilities and costs incurred by the indemnified party directly arising out of or in connection with the indemnifying party's performance of any service or any other act or omission of the indemnifying party or its officers, agents or employees. To the extent permitted by

applicable law, Nebraska Athletics will indemnify UNMCP if a violation is alleged or found based on any existing or future sponsorship agreements. However, if the enforcement of this indemnification provision will invalidate either party's insurance coverage, then this provision is not applicable, although any such inapplicability does not affect either party's right to pursue a claim for indemnification or contribution under common law.

14. **Logos or Marks.** UNMCP shall not use or display any Nebraska Athletics name, logo, trademark, service mark and/or other indicia that serves as a source identifier (individually an "Athletic Mark" and collectively the "Athletic Marks"), or display any UNMCP name, logo, trademark, or service mark and/or other indicia that serves as a source identifier (individually a "UNMCP Mark" and collectively the "UNMCP Marks") in any Nebraska Athletic facilities, broadcasts, or publications, unless expressly authorized in writing by Nebraska Athletics. Any unintentional, incidental, and infrequent display of UNMCP Marks by a Physician will not be considered a material breach of this Agreement. Any unauthorized use of Athletic Marks is expressly prohibited. Any use of a UNMCP Mark in or near Nebraska Athletics or in connection with services or products provided to Nebraska Athletics is expressly prohibited. Both parties agree to not use the other party's marks 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 UNMCP's business or the Services provided hereunder.

15. **Data Sharing and Confidentiality.** UNMCP may obtain student data (including, but not limited to, student name, student materials, and other identifying information which is generated by the student, such as biometrics) when providing services pursuant to this Agreement. The parties expressly acknowledge that all student information, unless otherwise designated by Nebraska Athletics, is considered private and subject to protection. under applicable law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). These records and data are collectively referred to as "Student Data," regardless of form or media in which maintained, and may be requested via a process agreed upon by the parties. UNMCP agrees that it shall be obligated to protect Student Data in its possession or control in accordance with the FERPA and as a "school official" under FERPA. UNMCP further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA. The parties further acknowledge that Nebraska Athletics may have policies and guidelines which describe when and how Student Data may be obtained, shared, or otherwise disseminated and that UNMCP and its agents are subject to such policies and guidelines and will comply with same. Any Student Data that UNMCP receives is confidential and may only be used for providing services under this Agreement. UNMCP and Nebraska Athletics each agree to maintain the confidentiality of information that it may have access to under this Agreement, including but not limited to information concerning parties' business strategies, employees, vendors, service providers, customer lists, finances, properties, methods of operation, and Student Data (collectively, "Confidential Information"), and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity without the express agreement of Nebraska Athletics or UNMCP, as applicable. The provisions of this paragraph will survive the termination of this Agreement.

16. **HIPAA.** The parties do not contemplate that Nebraska Athletics will share any protected health information with UNMCP or its Physicians, however, UNMCP agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". UNMCP agrees not to use or further disclose any Protected Health Information

(as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. UNMCP agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, UNMCP agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

17. **Ownership of Work Product and Intellectual Property Rights.** UNMCP shall have no interest in the deliverables provided under this Agreement, and Nebraska Athletics shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the UNMCP during its' performance of the Services (the "Work Product"). Furthermore, Nebraska Athletics shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. Nebraska Athletics shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, UNMCP hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to Nebraska Athletics, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, UNMCP hereby grants to Nebraska Athletics the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. UNMCP also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of UNMCP's Services and Work Product. For the avoidance of doubt, nothing contained in this Agreement shall preclude UNMCP from ownership and all rights to internal processes, methodologies, techniques, formulas, know-how and specifications developed by UNMCP while providing the Services that does not include the Work Product or any Confidential Information. This provision shall survive the termination of this Agreement.

18. **Access to Records.** To the extent required by Section 1861(v)(1)(I) of The Social Security Act as amended, each party shall permit, and shall ensure that any subcontractor to this Agreement permits, upon proper request, the United States Department of Health and Human Services, the Comptroller General of the United States, and their duly authorized representatives, access to this Agreement and to all books, documents, and records necessary to verify the nature and extent of the costs of services provided by either party under this Agreement, at any time during the term of this Agreement and for an additional period of four (4) years following the last date services are furnished under this Agreement. If either party carries out any of its duties under this Agreement through an agreement between it and an individual or organization related to it, that party shall require that a clause be included in such agreement so that the related organization shall, until the expiration of four (4) years after the furnishing of services pursuant to such agreement, and to the extent required by Section 1961(v)(1)(i) of the Social Security Act, make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any other duly authorized representatives, all agreements, books, documents, and records of said related organization that are necessary to verify the nature and extent of the costs of services provided by that agreement.

UNMCP shall notify Nebraska Athletics immediately of the nature and scope of any request for access to books and records described above and shall provide copies of any books, records, or documents to Nebraska Athletics prior to the provision of same to any governmental agent to give Nebraska Athletics an opportunity to lawfully oppose such production of documents. Nothing herein shall be deemed to be a waiver of any applicable privilege (such as attorney-client privilege) by Nebraska Athletics.

19. **Termination.** Notwithstanding the Term stated at Section 3, this Agreement may be terminated as follows:

- A. By either party, without penalty, upon giving the other party not less than ninety (90) days' prior written notice of termination in writing, specifying the effective date of termination.
- B. By either party upon the material breach by the other party which remains uncured after fifteen (15) days' notice by the non-breaching party to the breaching party which specifies the nature of the breach.
- C. By either party immediately upon written notice for reasonable and just cause if the other party breaches any term of this Agreement which the terminating party reasonably believes presents a risk of harm to, or adversely affects patient care, Physicians, personnel, image or reputation of the terminating party.
- D. By either party upon written notice of such termination to the other party in the event that: (i) the business of either party is terminated or suspended; (ii) a petition for bankruptcy is filed by or against either party; (iii) a receiver is appointed on account of either party's insolvency; or (iv) if any assignment is made of either party's business for the benefit of its creditors.
- E. Nebraska Athletics may immediately terminate this Agreement in the event of a Physician's death, termination of a Physician's employment with UNMCP, legal disqualification, long-term disability, resignation, voluntary retirement, or loss of licenses to practice medicine, unless UNMCP identifies an alternate Physician to provide Services that is acceptable to Nebraska Athletics.
- F. **Application of Law.** By either party at any time, in the event that any court or governmental authority determines that either party is, under this Agreement, operating in violation of any law or regulation; or is in violation of Section 1128B(b) of the Social Security Act or any present or future state or federal law which would prohibit a provider of any health service from billing or receiving consideration for services to Medicare or other patients; or if Nebraska Athletics reasonably determines, based upon threatened action or the advice of legal counsel, that either party is in violation of such laws or that continuation of the Agreement creates a substantial risk of violation of such laws; and, as to all of the above, the parties do not or cannot promptly remedy such violation without substantially changing the material rights and obligations of the parties. The parties agree to negotiate in good faith to reform or modify this Agreement in the event of supervening law as defined herein prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequence.
- G. **Services Upon Termination.** In the event of termination of this Agreement without cause, at the sole discretion of Nebraska Athletics, UNMCP shall continue to provide the Services for the period of time from the receipt of notice of termination until the effective date of termination.
- H. **Re-Contracting.** In the event of termination of this Agreement at a time when compensation terms then in effect have not been in effect for at least one (1) year, the parties understand and agree that they may not enter into a new agreement with different financial terms for the same or substantially similar services until twelve (12) months

following the date upon which the prior financial terms went into effect.

20. **Notices.** All notices, claims, certificates, requests, demands, and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand or mailed (registered or certified mail, postage prepaid, return receipt requested, or any means of express mail with confirmed delivery) as follows:

To UNMCP: Chief Medical Officer
UNMC Physicians
987400 Nebraska Medical Center
Omaha, NE 68198-7400

with copies to: Chief Legal Officer
UNMC Physicians
987400 Nebraska Medical Center
Omaha, NE 98198-7400
contracts@nebraskamed.com

To Nebraska Athletics: The Office of the Athletic Director
One Memorial Stadium
P.O. Box 880120
Lincoln, Nebraska 68588-0120

with copies to: Office of the Vice President and General Counsel
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

or to such other addresses as the person to whom notice is to be given may have previously furnished to the other in writing in a manner set forth above, provided that the notice of change of address shall be deemed given only upon receipt.

21. **Managed Care.** As it relates to the provision of the Services and to the extent it does not conflict with UNMCP's other contracts and payer strategy, UNMCP and Physician(s) agree to participate in those health maintenance organization, preferred provider organizations, and other managed care plans with which Nebraska Athletics participates and to work cooperatively with Nebraska Athletics, as requested, in the development and negotiation of future managed care agreements.

22. **Collaboration with Providers.** UNMCP agrees to work collaboratively with other Nebraska Athletics' providers, including but not limited to athletic training, orthopedic, chiropractic, and massage therapist providers when providing Services. Collaboration will include regular communication among these providers to ensure providers work together in a timely manner to provide seamless, high-quality care to Nebraska Athletics student-athletes.

23. **Nondiscrimination.** The parties agree that they shall not 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 in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, as amended.

24. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska (“University”) Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. UNMCP shall exercise control over itself, its employees, agents, contractors, and affiliated parties so as to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. UNMCP shall cooperate with Nebraska Athletics following any report of discrimination. In the event Nebraska Athletics determines UNMCP or an employee, agent, contractor, or other person affiliated with UNMCP has engaged in discrimination, including harassment, or other inappropriate conduct, UNMCP will take prompt and effective action, in accordance with Nebraska Athletics’ direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of UNMCP or the employee, agent, contractor, or other person affiliated with UNMCP from providing the Services. UNMCP’s failure to comply with Nebraska Athletics’ directive or any other part of this provision may be cause for immediate termination of this Agreement. UNMCP acknowledges that Nebraska Athletics may have obligations to report any allegations or incidents of discrimination, including sexual harassment. UNMCP and its employees, agents, contractors, and other persons affiliated with UNMCP who are directly providing the Services or present on University premises shall participate in any training as may be required by Nebraska Athletics from time to time, including training regarding sexual harassment and diversity and inclusion.

25. **Criminal Background Investigations.** UNMCP represents and warrants that UNMCP has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of Physicians who will be present on University of Nebraska premises to provide the Services. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks Nebraska Athletics conducts for its newly hired staff. Nebraska Athletics shall provide to UNMCP a list of all background checks required. UNMCP agrees to update any background screening upon reasonable request by Nebraska Athletics, it being agreed that any request based upon the occurrence of any illegal activity involving UNMCP or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. UNMCP shall provide Nebraska Athletics with evidence of the completion of the required background screenings upon Nebraska Athletics’ request. UNMCP shall not hire, retain or engage any individual directly involved in the performance of services under this Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder or kidnapping. UNMCP and UNMCP’s employees or agents directly performing services under this Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render UNMCP and UNMCP’s employees or agents ineligible to directly perform services under this Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. UNMCP agrees to ensure any third party with whom UNMCP engages to provide any part of the services provided under this Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as UNMCP.

26. **Equal Opportunity.** The parties shall abide by the requirements of 41 CFR 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 protected 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 prime contractors and subcontractors 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.

27. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), Nebraska Athletics 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 UNMCP to notify Nebraska Athletics of any requested redactions to such contracts and documents under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Nebraska Athletics agrees to defend any challenge to such redactions at its own expense.

28. **Public Record.** UNMCP understands that information regarding, related to, or part of this Agreement is a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat. §§ 84-712 to 84-712.09) and shall be made available by Nebraska Athletics to the public for examination in accordance with the University of Nebraska's interpretation and application of Nebraska law. UNMCP consents to the public disclosure this Agreement at Nebraska Athletics' discretion and, if requested, UNMCP will cooperate with Nebraska Athletics in the production of records responsive to a request.

29. **Amendments; No Waiver.** This Agreement shall not be modified or amended except by a further written document signed by UNMCP and Nebraska Athletics. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

30. **Governing Law.** This Agreement shall be governed by Nebraska law.

31. **Assignment.** This Agreement shall not be assignable by one party without the prior written consent of the other party, except that UNMCP may assign or transfer this Agreement to its successor or to an entity which is in control of, controlled by, or under common control with UNMCP (control shall include the power to elect or approve a majority of the governing board) or an entity that acquires all or substantially all of UNMCP's assets, without Nebraska Athletics' prior written consent.

32. **Entire Agreement.** This Agreement and the attached Schedules embody the entire agreement between UNMCP and Nebraska Athletics. There are no promises or representations other than those expressly set forth in this Agreement and Schedules. The Agreement and attached Schedules supersede all prior agreements between the parties for the specific services and Physician(s) identified herein.

33. **No Third Party Beneficiaries.** This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assignee shall have the right to enforce any covenant, term or condition in this Agreement.

34. **Counterparts.** This Agreement may be executed by facsimile or electronic signature in any number of counterparts and, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page immediately following.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

UNMC PHYSICIANS

By: Harris Frankel

Name: Harris A. Frankel, M.D.

Title: Chief Medical Officer

Date: 07/28/23 | 07:49 PDT

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

By: Chris Kabourek

Name: Chris Kabourek

Title: Sr. Vice President for Business and Finance

Date: 07/28/23 | 12:43 CDT

SCHEDULE A

NEBRASKA MEDICINE PROFESSIONAL SERVICES AGREEMENT PHYSICIAN

SERVICES

1. Location. UNMCP shall provide Services under this Agreement at Nebraska Athletics facilities located in Lincoln, Nebraska, or other locations specified by Nebraska Athletics from time to time upon reasonable notice.
2. Services. During the term of this Agreement, UNMCP will make the services of its employed or contracted Physician(s) available to provide the services (“Services”) to Nebraska Athletics.
 - A. Clinic Operations. UNMCP shall assure clinic coverage for student-athletes from 8:30 am to 5 pm Monday through Friday with reasonable closures or reduced hours on holidays, academic breaks, and summer, as mutually agreed upon by the parties. UNMCP will provide care, including but not limited to: treatment of acute illness and injuries of student-athletes; concussion evaluation, management, and return to play decisions in coordination with neuropsychology staff; order labs, x-rays, and other tests for evaluation and treatment of student-athletes; maintain accurate and detailed medical records; complete pre-participation physicals and baseline testing of incoming student-athletes; complete returning student-athlete physicals; provide primary and sports medicine evaluation and treatments, including treatment of acute orthopedic issues and non-operative orthopedic care; provide referrals to various specialists when needed while facilitating student-athlete choice for specialist providers; work closely with athletic training staff and athletic medicine third-party providers; coordinate care with psychology, strength, and nutrition staff; advise training staff of return to practice or play decisions and associated restrictions.
 - B. Event Coverage. UNMCP shall assure event coverage for Nebraska Athletic teams where there is a high risk of injury and when required by the Big Ten Conference (or any successor conference, the NCAA, or other relevant authority). Event coverage will include, but not be limited to: treatment of acute injury and illnesses of home team student-athletes; treatment of acute injury and illnesses of away student-athletes in-person or by consultation when not travelling with the team; make return to play decisions; and travel with the teams to away competitions when needed or requested. Fall, winter, and spring sports high-risk events currently include: football, volleyball, wrestling, soccer, gymnastics (men’s and women’s), track and field (men’s and women’s), and baseball. Any changes to the high-risk sports list will be agreed upon by the parties in advance and may require a change in staffing or compensation.
 - C. After-hours Coverage. UNMCP shall assure after-hours coverage by Physician(s) for questions and emergencies.
3. Implementation Period. The parties acknowledge and agree the anticipated staffing plan will take time to fully implement and may not be immediately available on the Effective Date. Nebraska Athletics and UNMCP will work together to implement the Services over the initial months of the Initial Term. This may be done by agreement of the parties through adjustments such as increasing

clinic open hours over a period of time until at full schedule, allowing certain Physicians to fill clinic obligations until additional staff are onboarded, or other mutually agreeable adjustments. The parties further acknowledge and agree that some of the Services contemplated by this Agreement may require adjustments or revisions of other agreements between the parties, including but not limited to concussion care or any testing services provided by UNMCP. The parties will work to revise those agreements, as appropriate, in a timely manner.

4. Staffing. In recognition of the importance of developing trust with providers and continuity of care, UNMCP will ensure it provides the same practitioners consistently when providing the Services, with limited exceptions such as Physician illnesses and planned vacations. UNMCP will seek input from Nebraska Athletics as it pertains to Physicians’ Services for Nebraska Athletics, including seeking input as it relates to performance reviews and any hiring decisions related to this Agreement. UNMCP will also seek input from Nebraska Athletics as it relates to job descriptions for Physicians. The parties understand the final hiring decision will be left to UNMCP. Notwithstanding the foregoing, UNMCP agrees to remove and replace any Physicians providing Services pursuant to this Agreement upon the reasonable request of Nebraska Athletics.

5. Staffing Plan. The parties agree to the below staffing plan which may be modified upon parties mutual written agreement. The parties acknowledge and agree the costs identified below are anticipated costs and will depend upon the specific Physicians providing the Services.

POSITION	DESCRIPTION	COST (ESTIMATE)
One (1) Director/Chief Medical Officer Primary Care Sports Medicine Physician	approx. 0.8 FTE; 1 day clinic coverage, significant administrative tasks including required reporting to University and UNMCP as well as recommendations on future structure for athletic medicine, team travel coverage, function as “airway doctor” in case of catastrophic event at football games; serves as assigned teams’ primary on-call physician.	\$400,000.00/year @ .8 FTE
Two (2) Primary Care Sports Medicine Physicians	0.35 FTE each: 1 day per week of clinic coverage, assigned administrative tasks, sports physicals, assigned teams’ event coverage and on-call coverage, team travel as needed	\$140,000/year each physician (2) @ .35 FTE
Two (2) Family Medicine Physicians	0.35 FTE each; 1 day per week of clinic coverage, assigned administrative tasks, sports physicals, assigned teams’ event	\$115,000/year each physician (2) @ .35 FTE

	coverage and on-call coverage, team travel as needed.	
One (1) As-needed Family Medicine Physician	Approximately .20 FTE; event coverage and provide fill-in clinic support for other providers' sick and vacation time, provide sports physicals, and provide clinic and event support when other providers are travelling with their assigned teams.	\$32,000 /year @ approximately .20 FTE
Primary Care Sports Medicine Fellow Physician	1 fellow for 2023-2024 for 1 day per week of clinic coverage (with physician present).	\$20,000/year @ .20 FTE

SCHEDULE B

NEBRASKA MEDICINE PROFESSIONAL SERVICES AGREEMENT PHYSICIAN

COMPENSATION

UNMCP will establish a fee rate for the Physicians providing services pursuant to the Agreement that reflects the compensation and benefit costs paid by UNMCP and UNMC to the Physicians. The fee rate will not include any administrative or other charges beyond the pass-through, pro-rata share of compensation and benefits. UNMCP will share that rate with Nebraska Athletics in advance of the Services being performed. This fee rate will be adjusted automatically for any change in the compensation or benefit costs incurred by UNMCP for the loaned employee. UNMCP will notify Nebraska Athletics of the new fee rate at least thirty (30) days prior to the start of the increase. Nebraska Athletics also shall reimburse UNMCP for any other costs or expenses incurred by UNMCP and approved in advance by Nebraska Athletics as a direct result of providing the services required under the Agreement.

Certificate Of Completion

Envelope Id: 72CAACC84FDF413BB89D0C8A10C7F572	Status: Completed
Subject: Athletic Medicine Services Agreement - please electronically sign within DocuSign	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Lisa Komenda
Time Zone: (UTC-06:00) Central Time (US & Canada)	1400 R St.
	Lincoln, NE 68588
	lkomenda@nebraska.edu
	IP Address: 129.93.161.222

Record Tracking

Status: Original	Holder: Lisa Komenda	Location: DocuSign
7/28/2023 9:01:22 AM	lkomenda@nebraska.edu	

Signer Events

Signer Events	Signature	Timestamp
Harris Frankel harris.frankel@unmc.edu Security Level: Email, Account Authentication (Optional)	<i>Harris Frankel</i> Signature Adoption: Pre-selected Style Using IP Address: 192.94.102.3	Sent: 7/28/2023 9:21:16 AM Viewed: 7/28/2023 9:48:42 AM Signed: 7/28/2023 9:49:07 AM

Electronic Record and Signature Disclosure:
Accepted: 7/28/2023 9:48:42 AM
ID: 8f088791-4d25-4e99-a699-b3908e61347a

Chris Kabourek ckabourek@nebraska.edu Senior VP CFO University of Nebraska Security Level: Email, Account Authentication (Optional)	<i>Chris Kabourek</i> Signature Adoption: Pre-selected Style Using IP Address: 74.76.19.20	Sent: 7/28/2023 9:49:08 AM Viewed: 7/28/2023 12:17:41 PM Signed: 7/28/2023 12:43:50 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Audrey Polt apol@nebraska.edu University of Nebraska Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 7/28/2023 12:43:51 PM Viewed: 7/28/2023 12:44:49 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/28/2023 9:21:16 AM
Certified Delivered	Security Checked	7/28/2023 12:17:41 PM
Signing Complete	Security Checked	7/28/2023 12:43:50 PM
Completed	Security Checked	7/28/2023 12:43:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Report on Bids and Contracts

Review

Review + Action

Action

Discussion

This is a report required by Regents' policy.

PRESENTERS: Chris J. Kabourek, Senior VP | CFO

PURPOSE & KEY POINTS

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 July 31, 2023.

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.

RECOMMENDATION

The President recommends acceptance of the bids and contracts report for the period ended July 31, 2023.

Contracts over \$1,000,000 April 1, 2023– May 31, 2023
 NU Facilities, Planning and Capital Programs (UNK, UNL, UNMC, UNO)
 Business and Finance Report – Bids and Contracts

Type of Action	Campus	Description*	Funding Source	Approved Budget Amount**	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNK	Bruner Hall (K015) LB384 Window and Roof Replacement	LB384	\$2,014,000	\$1,222,390	Sampson Construction Co., Inc.	Low Bid Construction
Consultant	UNK	Rural Health Education Building Health Science Education Complex (HSEC) - Phase II	Foundation / Federal	\$5,590,000	\$5,338,300	RDG Planning & Design	A/E Public RFQ
Construction	UNL	Ag Hall (A003) LB384 HVAC & Fire Sprinkler Improvements	LB384	\$3,657,000	\$3,620,000	BIC Construction LLC	Low Bid Construction
Construction	UNL	Andrews Hall(C003) LB384 AHU Replacement	LB384	\$3,469,600	\$3,461,000	BIC Construction LLC	Low Bid Construction
Construction	UNL	Architecture Complex LB384 Renovation - Phase 2	LB384	\$15,813,300	\$7,386,357	The Whiting-Turner Contracting Company	CMR GMP**
Construction	UNL	Lied Center for Performing Arts (C131) Renovation and Addition	Foundation	\$16,770,000	\$1,191,280	The Whiting-Turner Contracting Company	CMR GMP**
Construction	UNL	Westbrook Music Building (C058) LB384 Replacement	LB384	\$53,500,000	\$18,111,444	Hausmann Construction, Inc	CMR GMP**
Construction	UNO	Health and Kinesiology (U014) LB384 Renovation for REACH	LB384	\$8,100,000	\$6,263,667	Boyd Jones Construction Company	CMR GMP**
Construction	UNMC	Eppley Science Hall Level 6	LB384/UNMC F&A	\$4,200,000	\$2,844,312	McCarthy Building Companies	CMR GMP**
Transportation	UNO	Charter bus services for University of Nebraska at Omaha (UNO) Athletics	Auxiliary	\$2,251,823.65	\$2,251,823.65	Windstar Lines, Inc.	Low Bid Transportation

*Project Name

**Approved budget amount represents the entirety of the applicable budget lines

*** GMP = Guaranteed Maximum Price; entry is a GMP amendment to a prior contract



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Report of Gifts, Grants, Contracts and Bequests
University of Nebraska at Kearney

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Douglas A. Kristensen, Chancellor
Jon C. Watts, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

University of Nebraska at Kearney
Report of Gifts, Grants, Contracts and Bequests accepted during the Quarter
April 1, 2023 through June 30, 2023

Gifts	Grants A	Bequests B	Contracts C	Totals D	
Description					
7/1/22-9/30/22	\$ 821,444	\$ 5,612,763	\$0	\$ 68,872	\$ 6,503,079
10/1/22-12/31/22	\$1,843,334	\$ 2,813,388	\$0	\$ 22,693	\$ 4,679,415
1/1/23-3/31/23	\$3,524,923	\$ 4,104,919	\$0	\$ 206,328	\$ 7,836,170
4/1/23-6/30/232	\$1,238,106	\$ 1,103,593	\$0	\$ 1,397,874	\$ 3,739,573
Fiscal YTD Totals	<u>\$7,427,807</u>	<u>\$13,634,663</u>	<u>\$0</u>	<u>\$1,695,767</u>	<u>\$ 22,758,237</u>
2021-22 Totals	<u>\$7,747,857</u>	<u>\$12,337,605</u>	<u>\$0</u>	<u>\$ 194,800</u>	<u>\$ 20,280,262</u>
2020-21 Totals	<u>\$4,536,974</u>	<u>\$30,000,581</u>	<u>\$0</u>	<u>\$ 240,100</u>	<u>\$ 34,777,655</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

**University of Nebraska at Kearney
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER April 1, 2023 through June 30, 2023**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
University of NE Foundation	Scholarships	\$ 306,773
University of NE Foundation	Cope Stadium Remodel	\$ 212,000
University of NE Foundation 113,551	University Village Landscaping	\$
	Subtotal	\$ 632,324
	Total amount of gifts under \$100,000	<u>\$ 605,782</u>
Total Gifts for the Quarter		<u>\$ 1,238,106</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>\$ 1,103,593</u>
		Total Grants for the Quarter	<u>\$ 1,103,593</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NE Dept of Econ Dev	Facilities	University Village	\$ 400,000
NE Dept of Econ Dev	Facilities	Reg Eng Center	\$
<u>750,000</u>			
		Subtotal	\$1,150,000
		Total amount of all Contracts under \$400,000	<u>\$ 247,874</u>
		Total Contracts for the Quarter	<u>\$1,397,874</u>



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve the Report of Gifts, Grants, Contracts and Bequests
University of Nebraska-Lincoln

Review
 Review + Action
 Action
 Discussion

This is a report required by Regents' policy.

PRESENTERS: Rodney D. Bennett, Chancellor
Bob Wilhelm, Vice Chancellor for Research & Economic Development

PURPOSE & KEY POINTS

University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2023 through June 30, 2023

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
7/1/22-9/30/2022	\$582,993	\$77,731,918	\$0	\$6,868,300	\$85,183,211
10/1/22-12/31/2022	540,200	55,795,995	0	12,224,147	68,560,342
1/1/23-3/31/2023	205,603	55,339,620	0	6,825,054	62,370,277
4/1/23-6/30/2023	1,830,509	120,553,749	0	18,515,207	140,899,465
Fiscal YTD Totals	<u>\$3,159,305</u>	<u>\$309,421,282</u>	<u>\$0</u>	<u>\$44,432,708</u>	<u>\$357,013,295</u>
2021-22 Totals	<u>\$1,514,178</u>	<u>\$244,383,546</u>	<u>\$0</u>	<u>\$45,557,943</u>	<u>\$291,455,667</u>
2020-21 Totals	<u>\$1,322,677</u>	<u>\$295,108,763</u>	<u>\$8,785</u>	<u>\$55,199,901</u>	<u>\$351,640,126</u>

- A - Gifts of \$100,000 or more are itemized on the attached pages
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University of Nebraska-Lincoln
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER 04/01/2023 – 06/30/2023

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Johnny Carson Foundation	Student Computer Fund	\$309,000
Scudder Family Charitable Foundation	Scudder Family Charitable Foundation Scholarship	\$162,249
Carne Tender, LLC	(5) Beef Tenderness Grading Syst (incl Computers, Cameras, Custom Camera Filters, Software Specific for Syst Use, Database & Ancillary Supplies	\$250,000
Rose, Joanna	Two Quilt Collections: 31 Cheddar Quilts, and 654 Red and White Quilts for a Total of 685 Quilts	\$676,000
4-Way Gin Co	Chancellor’s Office Donations – Gifts	\$151,701
	Subtotal	\$1,548,950
	Total amount of gifts under \$100,000	<u>\$281,559</u>
	Total Gifts for the Quarter	<u>\$1,830,509</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Dept of Agriculture-AMS	Mary Emery Rural Prosperity Nebraska	Midwest/Central Plains Regional Food Business Center	\$25,000,000
Dept of Education	Justin Chase Brown Academic Services & Enrollment Management	Federal Financial Aid to Students-Pell Grant	\$21,553,394
Dept of Agriculture-NIFA	Charles Stoltenow Dean's Office for Cooperative Extension	FY23 Joint Cooperative Extension Programs at 1862 Land-Grant Institutions	\$5,458,076
Dept of Agriculture-NIFA	Archie Clutter Dean's Office for Agricultural Research Division	FY23 The Hatch Act of 1887 (Regular Research Fund)	\$3,212,730

Dept of Transportation	Aemal Khattak Department of Civil and Environmental Engineering	Mid-America Transportation Center for Transportation Safety and Equity (MATC-TSE)	\$3,000,000
NU Foundation	Justin Chase Brown Academic Services & Enrollment Management	Undergraduate Scholarships FY 22-23	\$2,643,120
DHHS-Nat Inst Gen Medical Sci	Janos Zempleni Department of Nutrition and Health Sciences	Nebraska Center for the Prevention of Obesity Diseases through Dietary Molecules	\$2,330,831
DHHS-Nat Inst Gen Medical Sci	Rick Bevins Department of Psychology	Rural Drug Addiction Research Center	\$2,292,634
DOD-Office of Naval Research-MURI	Alexander Sinitskii Department of Chemistry	NA-Enabled Hierarchical Assembly of D Graphene Electronics	\$1,500,000
Dept of Agriculture-ARS	Derek McLean Dean's Office for Agricultural Research Division	Support Effort for Developing Scientific Information and New Technology to Solve High Priority Problems for U.S. Beef, Sheep and Swine Industries	\$1,500,000
NSF	Jessica Corman School of Natural Resources	RII Track-2 FEC: From Ecosystems to Evolution: Harnessing Elemental Data to Detect Stoichiometric Control-Points and their Consequences for Organismal Evolution	\$1,499,672
Dept of Agriculture-NIFA	Archie Clutter Dean's Office for Agricultural Research Division	FY23 The Hatch Act of 1887 (Multistate Research Fund)	\$1,490,993
		Subtotal	\$71,481,450
		Total amount of all Grants under \$1,000,000	<u>\$49,072,299</u>
		Total Grants for the Quarter	<u>\$120,553,749</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
DOD- Army-ERDC	Cody Stolle Midwest Roadside Safety	Safe and Efficient Entry Control Points at Military Installations: Phase I	\$3,625,000
Ne Public Power District	Bob Wilhelm Vice Chancellor for Research (Department)	Nebraska Center for Energy Sciences Research	\$1,500,000
Natl Strategic Rsch Inst (NSRI)	David Berkowitz Department of Chemistry	Medical Countermeasure Drug Discovery and Development	\$1,123,907
Ne Administrative Office of the Courts	Dori Smidt College of Education and Human Sciences (Dean's Office)	Administrative Office of the Courts and Probation Business Analysts	\$842,835
Illinois Dept of Public Health	Nikki Gohring Bureau of Sociological Research	2021 Illinois Behavioral Risk Factor Surveillance System	\$792,119
Dept of Commerce- NOAA	Rezaul Mahmood School of Natural Resources	High Plains Regional Climate Center	\$649,500
Lancaster County	Michelle Paxton Center on Children, Families and the Law	Scott Family: Children's Justice Clinic	\$490,000
Industry Sponsor	Scott Johnson Biological Process Development Facility	Technology Transfer, Development, and Manufacturing of NTR-641	\$460,841
Natl Strategic Rsch Inst (NSRI)	Rebecca Lai Department of Chemistry	Detection of Toxins via Electrochemical Sensors (DTECS)	\$438,280
DOD-Army Corps of Engineers	Martha Durr School of Natural Resources	Upper Missouri Basin Soil Moisture and Snowpack Monitoring	\$409,135

Confidential	Brittany Duncan School of Computing	Autonomous Systems and Robotics Marsupial	\$400,000
		Subtotal	\$10,731,617
		Total amount of all Contracts under \$400,000	<u>\$7,783,590</u>
		Total Contracts for the Quarter	<u>\$18,515,207</u>



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve the Report of Gifts, Grants, Contracts and Bequests
University of Nebraska Medical Center

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Jeffrey P. Gold, Chancellor
Kenneth W. Bayles, Vice Chancellor of Research

PURPOSE & KEY POINTS

University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
April 1, 2023 through June 30, 2023

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2022 – 09/30/2022	\$230,782	\$43,641,397	\$0	\$20,823,003	\$64,695,182
10/01/2022 – 12/31/2022	\$256,093	\$21,038,503	\$0	\$21,692,374	\$42,986,970
01/01/2023 – 03/31/2023	\$242,745	\$26,491,962	\$0	\$45,932,213	\$72,666,920
04/01/2023 – 06/30/2023	\$230,349	\$49,386,725	\$0	\$20,486,226	\$70,103,300
Fiscal YTD Totals	<u>\$959,969</u>	<u>\$140,558,587</u>	<u>\$0</u>	<u>\$108,933,816</u>	<u>\$250,452,372</u>
2021-2022 Totals	<u>\$727,958</u>	<u>\$149,100,093</u>	<u>\$250,000</u>	<u>\$101,817,435</u>	<u>\$251,895,486</u>
2020-2021 Totals	<u>\$1,038,992</u>	<u>\$132,836,135</u>	<u>\$0</u>	<u>\$94,574,351</u>	<u>\$228,449,478</u>

- A - Gifts of \$100,000 or more are itemized on the attached pages
- B - Grants of \$1,000,000 or more are itemized on the attached pages
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UNIVERSITY OF NEBRASKA MEDICAL CENTER
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER April 1, 2023 – June 30, 2023

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Hattie B. Munroe Foundation	Camp Munroe (October – December 2022)	\$147,920
	Subtotal	\$147,920
	Total amount of Gifts under \$100,000	\$82,429
	Total Gifts for the Quarter	\$230,349

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Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
DHHS/NIH/NIAID	Pathology/Microbiology	Staphylococcal Biofilm and Disease	\$2,333,452
DHHS/NIH/NIGMS	Biochem and Molecular Biology	Nebraska Research Network in Functional Genomics	\$3,627,571
DHHS/NIH/NIDA	Neurological Sciences	Uncovering HIV/opioid effects in the brain at the single cell level: transcription,chromatin accessibility, and reservoir analysis in the SIV/cART/morphine/rhesus monkey model	\$2,099,091
U.S. Department of Education	MMI Psychology	Addressing Student Mental Health in High Need Schools: NE SMH Training Program	\$1,200,000
DHHS/NIH/NIAAA	Int Med GI	Alcohol Center Of Research-Nebraska (ACORN)	\$1,569,501
U.S. Department of Defense	COPH Environ, Agri & Occ Health	Independent Verification and Validation for Biological Agents for the DARPA Personalized Protective Biosystem (PPB)	\$1,212,143

NE DHHS - LB595	Eppley Inst Faculty	LB595 Tobacco Tax Center Research Grant	\$1,300,000
National Strategic Research Institute	Vice Chancellor for Research	Medical Countermeasure Drug Discovery and Development Increment 2	\$1,162,586
	Subtotal		\$14,504,344
	Total amount of all Grants under \$1,000,000		\$34,882,381
	Total Grants for the Quarter		\$49,386,725

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Allurion Technologies, Inc.	Surgery-General Surgery	The AUDACITY Study (AllUrior Device in Adults with Clinical Obesity)	\$928,549
United Healthcare, Inc.	COPH Health Services Res & Admin	UHC College of Public Health (COPH) 2023 Building Pathways programs	\$1,000,000
Novo Nordisk Pharmaceuticals, Inc.	Int Med DEM	The cardiovascular safety of cagrilintide 2.4 mg s.c. in combination with semaglutide 2.4 mg s.c. (CagriSema 2.4 mg/2.4 mg s.c.) once-weekly in participants with obesity and established cardiovascular disease (REDEFINE-3)	\$471,277
NE DHHS	Int Med Infectious Diseases	Nebraska Antimicrobial Stewardship Assessment Program (ASAP) and Infection Control Assessment Program (ICAP)	\$780,876
National Strategic Research Institute	Pathology/Microbiology	Motmot	\$1,000,000
NE DHHS	MMI Administration	Medically Handicapped Childrens Program (MHCP)	\$1,323,371
Nebraska Medical Center	Int Med Infectious Diseases	Nebraska Regional Disaster Health Response System	\$671,130

Advanced Technology International	COPH Environ, Agri & Occ Health	National Disaster Medical System Omaha Pilot Site: Increased Capacity in a Two- Pronged Approach	\$999,284
Palladium International LLC	COPH Health Promotion	Together for Early Childhood Evidence	\$835,114
Iowa Department of Public Health	Int Med Infectious Diseases	Iowa Antimicrobial Stewardship	\$400,000
		Subtotal	\$8,409,601
		Total amount of Contracts under \$400,000	\$12,076,625
		Total Contracts for the Quarter	\$20,486,226



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve the Report of Gifts, Grants, Contracts and Bequests
University of Nebraska at Omaha

Review
 Review + Action
 Action
 Discussion

This is a report required by Regents' policy.

PRESENTERS: Jo Li, Chancellor
Carol Kirchner, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2023 through June 30, 2023

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/22-9/30/2022	\$1,641,961	\$25,209,636	\$0	\$805,994	\$27,657,591
10/1/22-12/31/2022	\$1,942,208	\$4,829,032	\$0	\$9,646,390	\$16,417,630
1/1/23-3/31/2023	\$6,609,323	\$12,631,249	\$0	\$2,075,020	\$21,315,592
4/1/23-6/30/2023	\$2,644,823	\$8,064,877	\$234,906	\$229,824	\$11,174,430
Fiscal YTD Totals	<u>\$12,838,315</u>	<u>\$50,734,794</u>	<u>\$234,906</u>	<u>\$12,757,228</u>	<u>\$76,565,243</u>
2021-2022 Totals	\$11,745,948	\$76,176,991	\$0	\$5,919,126	\$93,822,066
2020-2021 Totals	\$12,354,384	\$75,566,295	\$500,000	\$1,482,176	\$89,902,855

- 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

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Spring Scholarships	606,255
NU Foundation	Sherwood Service-Learning Academy	154,354
NU Foundation	Teachers Scholars Academy	126,803
NU Foundation	Spring Professorships	325,655
NU Foundation	Scott Scholars	428,281
	Subtotal	\$1,641,348
	Total amount of gifts under \$100,000	<u>\$1,003,475</u>
	Total Gifts for the Quarter	<u>\$2,644,823</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Alfred P. Sloan Foundation	Information Systems & Quantitative Analysis	Applied Research	\$1,611,267
	Subtotal		\$1,611,267
	Total amount of all Grants under \$1,000,000		\$6,453,310
	Total Grants for the Quarter		<u>\$8,064,877</u>

Bequests

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Norene Denton Unitrust	General	\$234,906
	Subtotal	<u>\$234,906</u>
	Total Bequests for the Quarter	<u>\$234,906</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		\$229,824

Total Contracts for the Quarter

\$229,824



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Approve the Report of Gifts, Grants, Contracts and Bequests
University of Nebraska Office of the President

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' policy.

PRESENTERS: Jeffrey P. Gold, Executive Vice President & Provost
David Jackson, Vice Provost

PURPOSE & KEY POINTS

University of Nebraska Office of the President
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
April 1, 2023 through June 30, 2023

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
7/1/22-9/30/2022	\$0	\$3,751,749	\$0	\$2,425,556	\$6,177,305
10/1/22-12/31/2022	0	107,690	0	0	107,690
1/1/23-3/31/2023	0	2,011,748	0	0	2,011,748
4/1/23-6/30/2023	0	140,561	0	626,400	766,961
Fiscal YTD Totals	<u>\$0</u>	<u>\$6,011,748</u>	<u>\$0</u>	<u>\$3,051,959</u>	<u>\$9,063,704</u>
2021-22 Totals	<u>\$0</u>	<u>\$6,359,238</u>	<u>\$0</u>	<u>\$90,643</u>	<u>\$6,449,881</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

**University of Nebraska Office of the President
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER 04/01/2023 – 06/30/2023**

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>\$0</u>
	Total Gifts for the Quarter	<u>\$0</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>\$140,561</u>
		Total Grants for the Quarter	<u>\$140,561</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Ne Children & Families Foundation	Kathleen Gallagher Buffett Early Childhood Institute	Preschool Development Grant Birth to Five: Needs Assessment	\$626,400
		Subtotal	\$626,400
		Total amount of all Contracts under \$400,000	<u>\$0</u>
		Total Contracts for the Quarter	<u>\$626,400</u>



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Quarterly Report on Status of Capital Construction Projects

Review

Review + Action

Action

Discussion

This is a report required by Regents' policy.

PRESENTERS: Chris J. Kabourek, Senior VP | CFO

PURPOSE & KEY POINTS

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 June 30, 2023.

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 31, 2023

KEARNEY

Calvin T. Ryan Library LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	10/8/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$19,850,000	
Construction Start:	6/1/2022		DLR Group Inc.	2/2/2022	\$2,207,300			A/E Selection	Non Construction:	\$5,150,000	
Construction End Date:	7/31/2024	6/9/2024	MCL Construction	3/1/2022	\$19,192,145			CM at Risk Selection	Total Project Cost:	\$25,000,000	
Phase:	Construction									% funds expended:	29%
										Funding Source	
										State Funds LB384	\$25,000,000
										Total Funding	\$25,000,000

New Fraternity and Sorority Life (FSL) Housing

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	2/12/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$28,302,000	
Construction Start:	5/1/2021		BWBR Architects Inc.	7/21/2021	\$1,949,250	1	\$436,800	A/E Selection	Non Construction:	\$4,344,000	
Construction End Date:	5/31/2023	7/16/2023	Sampson Construction Co., Inc.	7/6/2021	\$27,931,143	2	(\$40,106)	CM at Risk Selection	Total Project Cost:	\$32,646,000	
Phase:	Construction									% funds expended:	73%
										Funding Source	
										Campus Funds	\$32,646,000
										Total Funding	\$32,646,000

UNK-UNMC Health Education Building Health Science Education Complex (HSEC) Phase II

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$58,320,000	
Construction Start:	9/30/2023		RDG Planning & Design	6/16/2023	\$5,338,300			A/E Selection	Non Construction:	\$26,680,000	
Construction End Date:	7/31/2025	9/1/2023	MCL Construction	1/31/2023	\$7,500			CM at Risk Selection	Total Project Cost:	\$85,000,000	
Phase:	Design Development									% funds expended:	4%
										Funding Source	
										Federal	\$50,000,000
										Private/Trust	\$35,000,000
										Total Funding	\$85,000,000

Warner Hall LB384/LB309 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$5,925,137	
Construction Start:	9/30/2022		Wilkins Architecture Design	11/30/2021	\$388,750			A/E Four Year Consultant	Non Construction:	\$574,863	
Construction End Date:	11/30/2024	10/10/2023	Central Contracting Corporation	9/16/2022	\$5,888,000	1	\$6,843	Low Responsible Bid	Total Project Cost:	\$6,500,000	
Phase:	Construction									% funds expended:	56%
										Funding Source	
										State Funds LB384	\$5,525,000
										State Funds LB309	\$475,000
										Campus Funds	\$500,000
										Total Funding	\$6,500,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 31, 2023

LINCOLN

Andrews Hall Air Handling Unit Replacement

BoR Schedule Dates		Contracts							Approved Budget		
		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method			
Construction Start:	12/2/2022								Construction:	\$4,851,945	
	5/22/2023		Farris Engineering Inc.	11/22/2021	\$360,500	1	\$43,000	A/E Four Year Consultant	Non Construction:	\$648,055	
Construction End Date:	5/17/2024	1/5/2024	BIC Construction LLC	6/16/2023	\$3,461,000			Low Responsible Bid	Total Project Cost:	\$5,500,000	
Phase:	Construction									% funds expended:	24%
									Funding Source		
									State Funds LB384	\$5,500,000	
									Total Funding	\$5,500,000	

Architecture Complex LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget		
		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method			
Project Approved:	4/8/2022								Construction:	\$17,018,000	
Construction Start:	11/30/2022		HDR Architecture, Inc	8/25/2022	\$1,130,000	1	\$83,500	A/E Selection	Non Construction:	\$2,307,000	
Construction End Date:	8/31/2023	3/8/2024	The Whiting-Turner Contracting Co	10/31/2022	\$11,469,301			CM at Risk Selection	Total Project Cost:	\$19,325,000	
Phase:	Construction									% funds expended:	29%
									Funding Source		
									Private/Trust	\$1,609,119	
									State Funds LB384	\$17,715,881	
									Total Funding	\$19,325,000	

Barkley Memorial Center Expansion and Renovation

BoR Schedule Dates		Contracts							Approved Budget		
		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method			
Project Approved:	12/6/2019								Construction:	\$8,243,800	
Construction Start:	5/31/2020		Alley Poyner Macchietto	3/10/2020	\$615,450	3	\$47,200	A/E Four Year Consultant	Non Construction:	\$1,756,200	
Construction End Date:	6/30/2022	8/3/2022	BECKENHAUER CONSTRUCTION	7/9/2020	\$7,047,686	13	\$346,251	CM at Risk Selection	Total Project Cost:	\$10,000,000	
Phase:	Waranty									% funds expended:	98%
									Funding Source		
									Private/Trust	\$10,000,000	
									Total Funding	\$10,000,000	

Carolyn Pope Edwards Hall, formerly Mabel Lee Hall Replacement Building (LB957)

BoR Schedule Dates		Contracts							Approved Budget		
		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method			
Project Approved:	6/1/2017								Construction:	\$36,444,200	
Construction Start:	1/31/2020		Sinclair, Hille & Associates, Inc.	10/12/2017	\$2,450,000	3	\$361,776	A/E Selection	Non Construction:	\$9,555,800	
Construction End Date:	11/30/2021	8/8/2022	Hausmann Construction, Inc.	2/4/2020	\$28,541,600	16	\$1,377,211	Low Responsible Bid	Total Project Cost:	\$46,000,000	
Phase:	Construction									% funds expended:	91%
									Funding Source		
									Private/Trust	\$6,000,000	
									State Appropriations	\$40,000,000	
									Total Funding	\$46,000,000	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

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LINCOLN

College of Law Schmid Law Library Renovation

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	12/4/2020	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,262,000	
Construction Start:	5/31/2021		Alvine & Assoc	2/23/2021	\$404,000	1	\$5,000	A/E Four Year Consultant	Non Construction:	\$1,738,000	
Construction End Date:	5/31/2022	7/8/2022	Sampson Construction Co., Inc.	4/22/2021	\$3,575,201	5	\$118,160	CM at Risk Selection	Total Project Cost:	\$6,000,000	
Phase:	Warranty									% funds expended:	93%
									Funding Source		
									Private/Trust	\$6,000,000	
									Total Funding	\$6,000,000	

Feedlot Innovation Center at ENREEC

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$7,128,400	
Construction Start:	9/30/2022	10/15/2023	Settje Agri-Services & Engineering	7/20/2021	\$4,967,019			Design-Build	Non Construction:	\$371,600	
Construction End Date:	9/30/2023								Total Project Cost:	\$7,500,000	
Phase:	Construction									% funds expended:	50%
									Funding Source		
									Private/Trust	\$7,500,000	
									Total Funding	\$7,500,000	

Kiewit Hall, Phase 2 College of Engineering Building

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$100,602,111	
Construction Start:	3/31/2021		Clark & Enersen, Inc.	5/13/2020	\$5,700,000	4	\$459,613	A/E Selection	Non Construction:	\$14,397,889	
Construction End Date:	11/30/2023	12/22/2023	Kiewit Bldg Group Inc	10/19/2020	\$94,319,131	2	\$37,518	CM at Risk Selection	Total Project Cost:	\$115,000,000	
Phase:	Construction									% funds expended:	69%
									Funding Source		
									Private/Trust	\$115,000,000	
									Total Funding	\$115,000,000	

Kimball Recital Hall LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$13,390,000	
Construction Start:	8/31/2022		Quinn Evans Architects Inc.	4/27/2022	\$1,048,500	4	\$141,845	A/E Selection	Non Construction:	\$1,790,000	
Construction End Date:	8/31/2024		Sampson Construction Co., Inc.					Low Responsible Bid	Total Project Cost:	\$15,180,000	
Phase:	Construction									% funds expended:	9%
									Funding Source		
									State Funds LB384	\$15,180,000	
									Total Funding	\$15,180,000	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

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LINCOLN

Lied Center for Performing Arts Renovation and Addition

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$19,645,350	
Construction Start:	6/30/2022		HDR Architecture, Inc	12/12/2022	\$238,710			A/E Selection	Non Construction:	\$5,854,650	
Construction End Date:	8/31/2024	7/14/2024	The Whiting-Turner Contracting Co	12/13/2022	\$1,372,985			CM at Risk Selection	Total Project Cost:	\$25,500,000	
Phase:	Design Development									% funds expended:	5%
									Funding Source		
									Other	\$25,500,000	
									Total Funding	\$25,500,000	

Morrill Hall LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$7,948,500	
Construction Start:	3/31/2022		Kenneth Hahn Architects	3/21/2022	\$700,000			A/E Four Year Consultant	Non Construction:	\$1,316,500	
Construction End Date:	12/31/2023	3/30/2024	Rogge General Contractors, Inc.	4/24/2023	\$5,946,500			Low Responsible Bid	Total Project Cost:	\$9,265,000	
Phase:	Construction									% funds expended:	13%
									Funding Source		
									State Funds LB384	\$9,265,000	
									Total Funding	\$9,265,000	

Neihardt Center LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$17,224,000	
Construction Start:	12/31/2022		DLR Group Inc.	1/10/2023	\$1,962,000			A/E Selection	Non Construction:	\$4,276,000	
Construction End Date:	5/31/2024	6/1/2024	Sampson Construction Co., Inc.	3/6/2023	\$1,720,327			CM at Risk Selection	Total Project Cost:	\$21,500,000	
Phase:	Construction									% funds expended:	12%
									Funding Source		
									State Funds LB384	\$21,500,000	
									Total Funding	\$21,500,000	

North Stadium Expansion

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$134,338,613	
Construction Start:	4/30/2021		Bahr Vermeer & Haecker	6/23/2020	\$9,282,700	6	\$890,497	A/E Selection	Non Construction:	\$30,661,387	
Construction End Date:	4/30/2023	7/17/2023	Hausmann Construction, Inc.	6/26/2020	\$122,997,375	1	\$405,559	CM at Risk Selection	Total Project Cost:	\$165,000,000	
Phase:	Construction									% funds expended:	74%
									Funding Source		
									Revenue Bonds	\$50,000,000	
									Private/Trust	\$115,000,000	
									Total Funding	\$165,000,000	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

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LINCOLN

Outdoor Track Replacement

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
	2/7/2020									\$13,865,000
Construction Start:	3/31/2020		Clark & Enersen, Inc.	11/5/2019	\$675,000	1	\$129,000	A/E Four Year Consultant	Non Construction:	\$2,635,000
Construction End Date:	3/31/2021	1/1/2021	Nemaha Landscape Const.	10/27/2020	\$263,000	2	\$60,725	Low Responsible Bid	Total Project Cost:	\$16,500,000
Phase: Construction		1/17/2022	Nemaha Landscape Const.	2/3/2021	\$1,816,750	4	(\$641,000)	Low Responsible Bid	% funds expended:	51%
		5/4/2022	Nemaha Landscape Const.	5/4/2021	\$7,299,210	9	\$443,346	Low Responsible Bid	Funding Source	
		1/13/2024	Nemaha Landscape Const.	5/2/2023	\$1,562,800			Low Responsible Bid	Private/Trust	\$16,500,000
									Total Funding	\$16,500,000

Pershing Military & Naval Science Building LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
	12/3/2021									\$8,169,000
Construction Start:	3/31/2022		HDR Architecture, Inc	9/22/2022	\$134,000	1	\$599,950	A/E Four Year Consultant	Non Construction:	\$1,831,000
Construction End Date:	12/31/2023								Total Project Cost:	\$10,000,000
Phase: Construction Documents									% funds expended:	6%
									Funding Source	
									State Funds LB384	\$10,000,000
									Total Funding	\$10,000,000

Scott Engineering Center Renovation & Link Replacement (LB957 & LB384)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
	8/3/2018									\$69,325,000
Construction Start:	6/30/2019		RDG Schutte Wilsam Birge Inc.	12/11/2018	\$5,651,000	4	\$186,000	A/E Selection	Non Construction:	\$10,631,000
Construction End Date:	9/30/2022	5/31/2024	Hausmann Construction, Inc.	12/12/2018	\$64,370,750	2	\$158,998	CM at Risk Selection	Total Project Cost:	\$79,956,000
Phase: Construction									% funds expended:	86%
									Funding Source	
									Private/Trust	\$5,456,000
									State Appropriations	\$72,000,000
									State Funds LB384	\$2,500,000
									Total Funding	\$79,956,000

Westbrook Music Building LB384 Replacement Project

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
	12/3/2021									\$60,454,000
Construction Start:	5/31/2023		Sinclair, Hille & Associates, Inc.	4/20/2022	\$4,999,900	1	\$73,400	A/E Selection	Non Construction:	\$14,546,000
Construction End Date:	5/31/2025	7/24/2025	Hausmann Construction, Inc.	9/9/2022	\$20,853,090			CM at Risk Selection	Total Project Cost:	\$75,000,000
Phase: Construction									% funds expended:	8%
									Funding Source	
									State Funds LB384	\$75,000,000
									Total Funding	\$75,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

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MEDICAL CENTER

Campus Heating Hot Water Expansion (LB384)

BoR Schedule Dates		Contracts						Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:
	3/11/2022								\$13,938,500
Construction Start:	4/30/2021		Farris Engineering	4/25/2022	\$696,800			4 Year Agreement	Non Construction:
Construction End Date:	10/31/2024		SYS-Kool LLC	6/27/2022	\$1,047,710				Total Project Cost:
Phase: Construction			Kiewit Building Group	1/11/2023	\$7,694,888			CMR Selection Process	% funds expended:
									30.41%
									Funding Source
									LB 384
									\$14,940,600
									Total Funding
									\$15,000,000

COD Building Modernization (LB384)

BoR Schedule Dates		Contracts						Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:
	6/23/2022								\$10,433,004
Construction Start:	8/1/2023		Pact Studio, Inc.	7/8/2022	\$136,478			A/E Consultant Selection	Non Construction:
Construction End Date:	5/1/2025		Hausmann Construction	1/4/2023	TBD			CMR Selection Process	Total Project Cost:
Phase: Design									% funds expended:
									6.06%
									Funding Source
									LB 384
									\$14,000,000
									Total Funding
									\$14,000,000

Munroe Meyer Institute-J.P. Lord Demolition & Site Prep

BoR Schedule Dates		Contracts						Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:
	2/11/2022								\$5,775,114
Construction Start:	3/14/2022		Kiewit Building Group Inc.	2/17/2022	\$4,707,542	1	\$950,696	Low Responsible Bid	Non Construction:
Construction End Date:	6/30/2023								Total Project Cost:
Phase: Construction									% funds expended:
									90%
									Funding Source
									Total Funding
									\$7,016,864

MSB AHU Replacement (LB384)

BoR Schedule Dates		Contracts						Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:
	10/21/2021								\$9,048,500
Construction Start:	4/30/2021		McCarthy Building Companies	4/17/2023	\$8,143,789			CMR Selection Process	Non Construction:
Construction End Date:	5/31/2024								Total Project Cost:
Phase: Construction									% funds expended:
									27.30%
									Funding Source
									LB 384
									\$9,960,400
									Total Funding
									\$10,000,000

University of Nebraska Quarterly Status Report
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MEDICAL CENTER

Saddle Creek Campus Administrative Facility (LB384)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$13,628,923
Construction Start:	TBD		Tetrad & Goldenrod	TBD	\$0			Developer Led	Non Construction:	\$4,371,078
Construction End Date:	TBD								Total Project Cost:	\$18,000,000
Phase: Design									% funds expended:	0.1%
									Funding Source	
									LB 384	\$18,000,000
									Total Funding	\$18,000,000

Saddle Creek Campus Public Improvements (ILP)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	2/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$10,530,900
Construction Start:	4/1/2023		Olsson, FHU, Benesch	2/15/2022	\$2,445,947			A/E Consultant Selection	Non Construction:	\$7,469,100
Construction End Date:	11/30/2024		Valley Corporation	2/3/2023	\$7,443,526			Low Responsible Bid	Total Project Cost:	\$18,000,000
Phase: Design									% funds expended:	18%
									Funding Source	
									ILP	\$18,000,000
									Total Funding	\$18,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of June 31, 2023

OMAHA

Durham Science Center LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$29,118,100	
Construction Start:	3/15/2022		Clark & Enersen, Inc.	7/19/2021	\$2,075,000	2	\$12,455	A/E Consultant Selection	Non Construction:	\$5,881,900	
Construction End Date:	4/30/2024	5/13/2024	McCarthy Building Companies	8/17/2021	\$27,800,000	5	\$524,433	CM at Risk Selection	Total Project Cost:	\$35,000,000	
Phase:	Construction									% funds expended:	73%
										Funding Source	
										State Funds LB384	\$15,000,000
										Private/Trust	\$20,000,000
										Total Funding	\$35,000,000

Health and Kinesiology Building LB384 Renovation for REACH

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$8,650,000	
Construction Start:	12/31/2022		RDG Planning & Design	9/6/2022	\$691,991			A/E Consultant Selection	Non Construction:	\$1,350,000	
Construction End Date:	8/31/2024	9/27/2024	Boyd Jones Construction	12/12/2022	\$7,418,599			CM at Risk Selection	Total Project Cost:	\$10,000,000	
Phase:	Construction									% funds expended:	9%
										Funding Source	
										State Funds LB384	\$10,000,000
										Total Funding	\$10,000,000

Roskens Hall LB384 Renovation for the STEM TRAIL

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,311,400	
Construction Start:	11/30/2022		Holland Basham Architects	9/2/2022	\$280,000			A/E Consultant Selection	Non Construction:	\$688,600	
Construction End Date:	1/31/2024	5/31/2024	McCarthy Building Companies, Inc	12/5/2022	\$4,143,808			CM at Risk Selection	Total Project Cost:	\$5,000,000	
Phase:	Construction									% funds expended:	25%
										Funding Source	
										State Funds LB384	\$5,000,000
										Total Funding	\$5,000,000



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

October 5, 2023

AGENDA ITEM: Report naming of the footbridge at the Maxwell Arboretum at the University of Nebraska-Lincoln (UNL), the “Bud Dasenbrock Memorial Bridge,” pursuant to *Board of Regents Policy RP-6.2.7.3.b*

Review

Review + Action

Action

Discussion

This is a report required by Regents’ policy.

PRESENTERS: Rodney Bennett, Chancellor
Michael Zeleny, UNL Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

President Carter and Chancellor Bennett have approved the naming of the footbridge at the Maxwell Arboretum at UNL, the “Bud Dasenbrock Memorial Bridge,” in recognition of Wilbur “Bud” Dasenbrock’s extraordinary service to the University.

As part of recent improvements to the Maxwell Arboretum, the volunteer organization, Friends of Maxwell Arboretum (FOMA), has contributed \$40,000 to the cost of a new bridge and requested that it be posthumously named after Wilbur “Bud” Dasenbrock.

Wilbur "Bud" Dasenbrock (1934-2020) was a native of Stanton County, Nebraska, served two years in the Navy Seabees, and was a 1963 graduate of the College of Agricultural Sciences and Natural Resources. Bud served as the Director of the Grounds Department at UNL, 1978-1996. According to one of his staff members at the time, “he transformed an old-school organization into the Department of Landscape Services...” He was noted for taking “the time to tend to the support of his staff.” He also served as the first president of the executive board of the Nebraska Statewide Arboretum, of which the Maxwell Arboretum is the flagship arboretum.

Lincoln, Nebraska
August 25, 2023

**EMERGENCY MEETING OF THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

Notice was given in accordance with subsection (5) of Neb. Rev. Stat. § 84-1411 of the emergency meeting held by the Board of Regents of the University of Nebraska on August 25, 2023, at 11:00 a.m. via videoconference in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. The emergency meeting was held 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 (page 228).

The nature of the emergency for the business of this emergency meeting was to allow the Board of Regents to discuss the president's resignation.

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 August 22, 2023.

Regents present:

Timothy Clare, Chair
Paul Kenney
Elizabeth O'Connor
Rob Schafer, Vice Chair (left at 12:32 p.m.)
Jim Scheer
Jack Stark
Barbara Weitz
Kathy Wilmot
Temo Molina, University of Nebraska at Kearney
Paul Pechous, University of Nebraska-Lincoln
Katie Schultis, University of Nebraska Medical Center (joined at 11:03 a.m.)
Hakim Lotoro, University of Nebraska at Omaha (left at 12:53 p.m.)

University officials present:

Philip J. Bakken, Corporation Secretary
Stacia L. Palser, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 11:00 a.m. Attendance is indicated above.

Chair Clare announced the location of the Open Meeting Act in the Boardroom.

III. APPROVAL OF MINUTES AND RATIFICATIONS OF ACTIONS

Motion Moved by Wilmot and seconded by Kenney to approve the minutes and ratify the actions of the meeting on August 17, 2023.

Action Student Opinion: Voting Aye: Molina, Pechous, Schultis, and Lotoro. Voting Aye: Kenney, O'Connor, Scheer, Stark, Weitz, Wilmot, and Clare. Abstention: Schafer. Motion carried.

IV. PUBLIC COMMENT

Michael Paulsen spoken on the motion for closed session.

V. CLOSED SESSION

Motion Moved by Stark and seconded by Wilmot that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 of the Revised Statutes of Nebraska for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subject:

- Personnel matters involving members of the University staff.

Action Student Opinion: Voting Aye: Pechous, Schultis, Lotoro, and Molina. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

Chair Clare declared that the closed session would be strictly limited to a discussion of:

- Personnel matters involving members of the University staff.

The Board went into closed session at 11:09 a.m. The Board reconvened the open meeting at 12:59 p.m.

XII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Clare at 1:00 p.m.

Respectfully submitted,

Philip J. Bakken
Corporation Secretary

Timothy F. Clare
Chair of the Board



BOARD OF REGENTS

NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will hold An emergency meeting in a publicly convened session on **Friday, August 25, 2023**, at **11:00 a.m.** via videoconference in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

The only business to be conducted by the Board of Regents at such emergency meeting will be consideration of a motion to go into closed session as authorized by Neb. Rev. Stat. § 84-1410 for the protection of the public interest and to prevent needless injury to the reputation of persons who have not requested a public hearing for the purpose of a discussion limited to personnel matters involving members of the University staff.

Members of the public wishing to address the Board during the Public Comment portion of the meeting *in-person* will continue to follow the provisions of Standing Rule 5.1. Members of the public wishing to address the Board during the Public Comment portion of the meeting *via remote participation* must contact the Corporation Secretary no less than 24 hours prior to the commencement of the meeting (no later than 11:00 a.m. on Thursday, August 24, 2023). Members of the public may contact the Corporation Secretary at (402) 472-3906 or corpsec@nebraska.edu. Upon receipt of such notice, the Corporation Secretary will provide instructions on remote participation in this public meeting.

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 System.

Dated: August 22, 2023

A handwritten signature in black ink, appearing to read "Philip J. Bakken".

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska

Varner Hall / 3835 Holdrege Street / P.O. Box 830745 / Lincoln, NE 68583-0745
(402) 472-3906 / FAX (402) 472-1237 / www.nebraska.edu