



## Board of Regents Meeting

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**AGENDA**  
**THE BOARD OF REGENTS**  
**OF THE UNIVERSITY OF NEBRASKA**  
**UNO STEM TRAIL Center**  
**6005 University Drive N., Roskens Hall**  
**Omaha, NE 68182**  
**Friday, April 11, 2025**  
**9:00 a.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON FEBRUARY 25, 2025
- IV. PRESENTATIONS  
University of Nebraska at Omaha Update: Joanne Li, Chancellor of UNO  
Regent Emeritus: Dr. Jim McClurg
- V. KUDOS  
*Renee Besse, University of Nebraska at Kearney*  
*Karez Hassan, University of Nebraska-Lincoln*  
*Katelyn Kelley, University of Nebraska Medical Center*  
*Alisha Olson, University of Nebraska at Omaha*  
*Anna Berg, University of Nebraska Office of the President*
- VI. UNIVERSITY ADMINISTRATIVE AGENDA
  - A. ACADEMIC AFFAIRS  
University of Nebraska
    - 1. Approve the award of Honorary Degree, Addendum VI-A-1
- VII. RESOLUTIONS  
*Recognition for Regent Sam Schroeder, University of Nebraska at Kearney*  
*Recognition for Regent Elizabeth Herbin, University of Nebraska-Lincoln*  
*Recognition for Regent Pranita Devaraju, University of Nebraska Medical Center*  
*Recognition for Regent Ishani Adidam, University of Nebraska at Omaha*  
*Recognition for Jack Hoffman*  
*Recognition for Greg Sharpe*
- VIII. HEARINGS
- IX. PRESIDENT’S REMARKS
- X. 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.

XI. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

1. President's Personnel Recommendations, Addendum XI-A-1

B. BUSINESS AND FINANCE

1. Accept the audited financial statements of the University of Nebraska, Addendum XI-B-1

XII. UNIVERSITY ADMINISTRATIVE AGENDA CONTINUED

A. ACADEMIC AFFAIRS

University of Nebraska-Lincoln

1. Approval to establish the Nebraska Children's Justice and Legal Advocacy Center administered by the College of Law which will partner with the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL), Addendum XII-A-1
2. Approval to establish an Undergraduate Certificate in Irrigation and Agricultural Water Management to be administered by the Department of Biological Systems Engineering in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL), Addendum XII-A-2
3. Approval to delete the undergraduate Bachelor of Arts degree in Geology administered by the Department of Earth and Atmospheric Sciences in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL), Addendum XII-A-3

University of Nebraska Medical Center

4. Approval to establish a Graduate Certificate, Emergency Nurse Practitioner, to be administered by the College of Nursing at the University of Nebraska Medical Center (UNMC), Addendum XII-A-4

B. BUSINESS AND FINANCE

University of Nebraska at Kearney

1. Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the UNK Education Association (UNKEA) for the 2025-2027 biennium, Addendum XII-B-1

University of Nebraska-Lincoln

2. Approve a change order and authorize execution of a standard form construction agreement for Husker Vision enabling work as part of the Memorial Stadium Improvements Project, Addendum XII-B-2
3. Approve the Naming of the John Cook Arena at the Bob Devaney Sports Center, Addendum XII-B-3
4. Approve a change order and authorize execution of a standard form construction agreement for the Outdoor Track Replacement at UNL, Addendum XII-B-4
5. Approve a budget increase for the UNL LB384 Pershing Military & Naval Sciences Building Renovation Project, Addendum XII-B-5
6. Ratify Amendments 2,3 & 4 and approve a proposed change order exceeding 1.25% of the project cost for the Westbrook Music Building LB384 Replacement Project, Addendum XII-B-6

University of Nebraska Medical Center

7. Approve the Intermediate Design Report #1 and Authorize additional budget for the enabling work for Project Health at UNMC, Addendum XII-B-7

8. Approve Integrated Project Delivery Agreement for Project Health, Addendum XII-B-8
9. Approve a change order and authorize execution of a standard from construction agreement for the CORE Building project, Addendum XII-B-9

University of Nebraska at Omaha

10. Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the UNO American Association of University Professors (UNO/AAUP) for the 2025-2027 biennium, Addendum XII-B-10
11. Approve the UNO Program Statement and Budget for the Biomechanics Research Building Phase 3 Addition, Addendum XII-B-11
12. Approve the scope and budget change for the UNO LB384 Electrical Switch Relocation project, Addendum XII-B-12

C. EXECUTIVE

1. Approve updates to Section 1.1 of the Bylaws of the Board of Regents of the University of Nebraska, Addendum XII-C-1
2. Approve updates to Section 3.0 of the Bylaws of the Board of Regents of the University of Nebraska, Addendum XII-C-2
3. Approve updates to Section 3.4.3.4 of the Bylaws of the Board of Regents of the University of Nebraska and update to Section 3.3.13 of the Board of Regents Policy, Addendum XII-C-3
4. Approve amendments to Regents' Policies RP-3.1.3, RP-5.2.1, RP-5.7.4, RP-5.8.4, Addendum XII-C-4

D. FOR INFORMATION ONLY

1. Updates to remaining Bylaws Chapter I-III, Addendum XII-D-1

E. REPORTS

1. Naming of the radio booth in Memorial Stadium to the Greg Sharpe Radio Booth, Addendum XII-E-1
2. Proposal to rename the Graduate Certificate in Advanced Writing to the Graduate Certificate in Creative Writing, Editing, & Publishing administered by the Department of English in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO), Addendum XII-E-2
3. Proposal to establish an Expedited Graduate Certificate in Computational Artificial Intelligence to be administered by the School of Computing in the College of Engineering at the University of Nebraska-Lincoln (UNL), Addendum XII-E-3
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5. Report on acquisition of property located at 801 West 27th Street, Kearney for UNK, Addendum XII-E-5
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10. Extension of the naming rights of Baxter Arena with the current sponsor, Addendum XII-E-10
11. University of Nebraska: Strategic Plan Pillars and Strategies, XII-E-11



XIII. CLOSED SESSION

XIV. ADDITIONAL BUSINESS



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Approve the award of Honorary Degree

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** Dr. Jeffrey Gold, President  
David Jackson, Interim Executive Vice President and Provost

### **BACKGROUND INFORMATION**

On June 28, 2019, the Board of Regents approved the current policies for awards found under Regents Policies 1.5.1 through 1.5.6.

### **RECOMMENDATION**

The President recommends approval of the Honorary Degree.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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April 11, 2025

**AGENDA ITEM:** Consent Agenda

Review       Review + Action       Action       Discussion

*This is a report required by Regents' policy.*

**PRESENTERS:** Jeff Gold, 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.

- Tyre McDowell, Assistant Vice Chancellor/Dean of Students (Special), Student Life, University of Nebraska-Lincoln, effective 1/31/2025 (\$166,000, FY, 1.00 FTE).
- Thomas Burkey, Interim Dean, College of Agricultural Sciences and Natural Resources, University of Nebraska-Lincoln, effective 6/1/2025 until 12/31/2026 (\$210,000, FY, 1.00 FTE).
- Jeff (Robert) Reese, Dean, College of Education and Human Sciences, University of Nebraska-Lincoln, effective 7/1/2025 (\$285,000, FY, includes \$ 240,000 base salary and \$45,000 Velma Warren Hodder Professorship stipend), 1.00 FTE.

### PRESIDENT'S RECOMMENDATION

The President recommends approval of the Consent Agenda.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Accept the audited financial statements of the University of Nebraska

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Anne C. Barnes, Interim Vice President | CFO

### **PURPOSE & KEY POINTS**

This item seeks acceptance of the audited financial statements of the University of Nebraska for the year ended June 30, 2024.

This report can be accessed at the following link: <https://nebraska.edu/offices-policies/business-finance/accounting-finance>

This financial statement came to the Board with the approval of the Audit Committee.

### **BACKGROUND INFORMATION**

February 9, 2024 – The Board of Regents accepted the audited financial statements of the University of Nebraska for the year ended June 30, 2023.

### **RECOMMENDATION**

The President recommends approval.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Proposal to establish the Nebraska Children’s Justice and Legal Advocacy Center administered by the College of Law which will partner with the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL)

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

*This is a report required by Regents’ Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

The Children's Justice Clinic (CJC), in partnership with the UNL College of Arts and Sciences, and the Children's Justice Attorney Education (CJAE) Fellowship Program share similar goals in attorney education. Both programs focus on equipping attorneys with the necessary knowledge and skills to effectively advocate in juvenile court, fostering increased interest and expertise in child welfare and expanding access to high-quality legal services. Established separately in 2017 (CJC) and 2021 (CJAE), each program targets distinct groups: CJAE primarily serves practicing rural attorneys, while CJC supports law students. By integrating these programs, the center aims to enhance interdisciplinary collaboration and expand its impact. The resources for this merger are largely in place, and the center’s heightened visibility is expected to attract further external funding, driving its mission forward.

### **BACKGROUND INFORMATION**

Section 2.11 of the Bylaws of the Board of Regents provides that multi-departmental centers for research, teaching, and/or service require approval by the Board of Regents.

### **RECOMMENDATION**

The President recommends approval.



November 27, 2024

Dr. David Jackson, Executive Vice President and Provost  
University of Nebraska  
3835 Holdrege Street  
Lincoln, NE 68583-0745

Dear EVPP Jackson,

Please find attached a proposal to create the Nebraska Children's Justice and Legal Advocacy Center. The program is administered by the College of Law, which has a strong partnership with the College of Arts and Sciences.

The Nebraska Children's Justice and Legal Advocacy Center is a newly established initiative that builds on the success of the Center on Children, Families, and the Law. It merges two existing programs: the Children's Justice Clinic at the College of Law and the Children's Justice Attorney Education Fellowship Program within the College of Arts and Sciences. By integrating these programs, the center aims to enhance interdisciplinary collaboration and expand its impact.

With \$1.2 million in recent funding, the University of Nebraska has increased law student participation in the Children's Justice Clinic and doubled the number of rural attorneys trained through the Fellowship Program. The resources for this merger are largely in place, and the center's heightened visibility is expected to attract further external funding, driving its mission forward.

The establishment of this new center has the approval of the Academic Planning Committee, and Executive Vice Chancellor for Academic Affairs, Dean Richard Moberly, and Dean Mark Button, and it has my approval. I am requesting you approve it and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

Rodney D. Bennett  
Chancellor

- c: Jennifer Clarke, Chair, Academic Planning Committee
- Katherine Ankerson, Executive Vice Chancellor
- Richard Moberly, Dean, College of Law
- Mark Button, Dean, College of Arts and Sciences
- Renee Batman, Assistant Vice Chancellor
- Suzi Tamerius, Project Coordinator
- Karen Griffin, Coordinator of Faculty Governance
- Angela Iwan, Executive Assistant to the EVPP

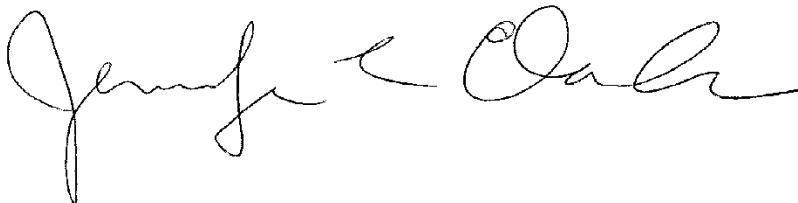
November 21, 2024

Chancellor Rodney Bennett  
201 Canfield Administration  
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to create the Nebraska Children's Justice and Legal Advocacy Center. The program is administered by the College of Law with a strong partnership with the College of Arts and Sciences. The APC voted to recommend approval of the proposal at its November 20, 2024, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Jennifer Clarke, Chair, Academic Planning Committee and Professor, Food Science and Technology

c: Executive Vice Chancellor Katherine Ankerson  
Dean Richard Moberly  
Dean Mark Button  
Director Eva Brank  
Associate to the Chancellor Josh Davis  
Assistant Vice Chancellor Renee Batman  
Project Coordinator Suzi Tamerius





## MEMORANDUM

TO: Academic Planning Committee Chair

FROM: Katherine Ankerson, Executive Vice Chancellor *KSA*

DATE: October 18, 2024

SUBJECT: Proposal to Establish the Nebraska Children's Justice and Legal Advocacy Center

Attached please find a proposal to create the Nebraska Children's Justice and Legal Advocacy Center, administered by the College of Law, and with a strong partnership with the College of Arts and Sciences.

The Nebraska Children's Justice and Legal Advocacy Center is a new center that builds upon the success of the Center on Children, Families and the Law. The new center merges two existing programs: 1) the Children's Justice Clinic, housed in the College of Law, and 2) the Children's Justice Attorney Education Fellowship Program in the Center on Children, Families and the Law within the College of Arts and Sciences. The interdisciplinary work will be elevated through the new center, extending the possibilities for reach and impact.

The University of Nebraska recently received \$1.2 million dollars in support of the two programs, increasing the number of law students in the Children's Justice Clinic and doubling the number of rural attorneys trained through the Children's Justice Attorney Education Fellowship Program. Thus, many of the resources needed to bring this merger to fruition and establish a new center are already in place. Furthermore, it is expected that the visibility of the new center will propel this important work forward and result in additional external funding.

Establishing the Nebraska Children's Justice and Legal Advocacy Center has the full support of Dean Richard Moberly, and Dean Mark Button. I also fully support this proposal and ask for your review and recommendation.



October 15, 2024

Executive Vice Chancellor Kathy Ankerson  
University of Nebraska-Lincoln  
208 Administration Building  
Lincoln, Nebraska 68588-0420

Dear EVC Ankerson,

I am writing to wholeheartedly endorse and express my support for creating a Nebraska Children's Justice and Legal Advocacy Center, housed at the College of Law. This important Center will expand opportunities for our Law students, build on important extension work being done throughout the State with Nebraska lawyers, and serve as a model for the rest of the Nation. In short, the Center will position the College of Law and the University of Nebraska to be State and National leaders in educating law students and lawyers how to be effective advocates for children.

The Center also will continue the collaborative and interdisciplinary work being done currently between the College of Law and the Center on Children, Families, and the Law (CCFL), within the College of Arts and Sciences. Although the Center will be housed at the College of Law, its relationship with CCFL is a key to its success, as they provide many of the subject matter experts that make this sort of education so unique.

The proposal for the Center describes its goals and explains its impact, so I will not repeat those points here. But please know that, if anything, the proposal undersells what the Center is doing for the College's students and for Nebraskans. The work being done already is changing for the better the way children's advocacy happens in this State, and I am incredibly proud that this work is being done at the University of Nebraska. I look forward to this important and impactful work continuing and expanding under the auspices of this new Center.

Kind regards,

Richard Moberly  
Dean  
Richard C. & Catherine S. Schmoker Professor of Law



July 15, 2024

TO: Katherine S. Ankerson, Executive Vice Chancellor

FROM: Mark Button, Dean, College of Arts and Sciences

RE: Modification of Academic Center: Nebraska Children's Justice and Legal Advocacy Center

I write to offer my support of the proposal to integrate and expand the work of the Children's Justice Clinic (within the College of Law) and the Children's Justice Attorney Education Fellowship program in the Center on Children, Families, and the Law (within the College of Arts and Sciences). Building on the longstanding, collaborative partnership between the College of Arts and Science and the College of Law, and with the support of significant new funding (\$1.2 million), the core activities and structure of each of these programs will continue – but with greater training and consulting capacity, increased community impact, and more visibility – under the unifying name: The Nebraska Children's Justice and Legal Advocacy Center. Integrating the Children's Justice Clinic and Children's Justice Attorney Education Fellowship program under one title will enable expanded reach, impact, and effectiveness. With the additional funding secured, the Nebraska Children's Justice and Legal Advocacy Center (NCJ) will *double* the number of rural attorneys trained through the fellowship program, expand data collection efforts to become a centralized resource for information on juvenile attorney quantity and quality in Nebraska, and create a formalized model to improve rural attorney education in other states.



October 16, 2024

Executive Vice Chancellor Kathy Ankerson  
University of Nebraska-Lincoln  
208 Canfield Administration Building  
Lincoln, NE 68588-0420

Dear Executive Vice Chancellor Ankerson,

I am writing to express my endorsement and support for the Nebraska Children's Justice and Legal Advocacy Center. This new Center is the product of a successful partnership between the College of Law and the Center on Children, Families, and the Law (CCFL). The establishment of this Center will facilitate exciting extensions of current work and create expanded opportunities in the field of children's advocacy.

At CCFL, we are delighted to see our partnership with the College of Law flourish, and we are honored to be a part of this success. As the new Center finds its home within the College of Law, we look forward to continuing and strengthening our collaborative efforts.

Our work at CCFL primarily focuses on training and conducting research with professionals in the field of children's and family services. This partnership with the College of Law has provided us with a unique and rewarding opportunity to engage directly with a University of Nebraska academic unit and its students. The chance to work with such exceptional UNL students has been particularly gratifying, and we eagerly anticipate more such occasions in the future.

As we move forward, CCFL remains committed to supporting the Center's mission through our continued partnership. We believe this collaboration will enhance the educational experience for law students, provide valuable resources for Nebraska's legal professionals, and ultimately improve advocacy for children across our state.

Should you have any questions about CCFL's role in this initiative or our ongoing collaboration with the College of Law, please do not hesitate to contact me.

Thank you,

Eve M. Brank, J.D., Ph.D.  
Director, Center on Children, Families, and the Law  
Aaron Douglas Professor of Psychology

I. Descriptive Information

<b>Name of Institution Proposing the New Center</b>
University of Nebraska-Lincoln
<b>Name of Current Programs</b>
Children’s Justice Clinic (College of Law) and Children’s Justice Attorney Education Fellowship program (Center on Children, Families, and the Law – College of Arts and Sciences)
<b>What Academic Administrative Unit currently oversees the program/center</b>
College Arts and Sciences and College of Law
<b>Physical Location, if applicable</b>
College of Law
<b>Proposed Name of Center</b>
Nebraska Children’s Justice and Legal Advocacy Center
<b>Proposed Administrative Unit(s) that will oversee the Center</b>
College of Law
<b>As a result of the proposal, what percent of the Center’s work is focused in the following areas?</b>
<input type="checkbox"/> 40% Research <input type="checkbox"/> 60% Outreach <input type="checkbox"/> Both <input type="checkbox"/> Neither
<b>Proposed Date for Implementation</b>
<i>Upon approval, Fall 2025</i>

II. Details

**A. Description of the Proposed Center**

The Nebraska Children’s Justice and Legal Advocacy Center (NCJ) will integrate and expand the work in the Children’s Justice Clinic (CJC) and Children’s Justice Attorney Education (CJAE) Fellowship Program. The CJC and CJAE were created as separate programs in 2017 and 2021 respectively through a partnership between the University of Nebraska College of Law and Center on Children, Families, and the Law.

**B. Purpose of the Proposed Center**

The University of Nebraska recently received \$1.2 million dollars allowing the CJC and CJAE to scale and unify current program initiatives. With the additional funding, the core activities and structure of each program will continue but we will increase the number of law students in the CJC and double the number of rural attorneys trained through the CJAE. Further, the NCJ will expand data collection efforts and become a centralized resource for information on juvenile attorney quantity and quality in Nebraska. Finally, a formalized model will be developed to improve rural attorney education in other states. Integrating both programs under one title is a natural outgrowth of the success achieved by the CJC and CJAE. Both programs employ a similar model of attorney education including three main components: 1) Intensive training, 2) Expert case consultation, and 3) Reflective practice. Further, both programs have similar goals to provide law students and attorneys with the knowledge and skills to advocate effectively in juvenile court; increase interest and competency to work in child welfare; and increase availability of high-quality legal services.

### III. Review Criteria

#### **A. Centrality to UNL Role and Mission**

The Nebraska Children's Justice and Legal Advocacy Center serves to deepen the partnership between CCFL and the College of Law. Currently, the CJC and CJAE programs operate as separate programs. The proposed shift to titling the programs as the NCJ enhances its credibility and perceived worth with the external community as the NCJ expands its platform from the local and state communities to create a national impact.

#### **B. Relationship of the proposal to the NU 5-year strategy**

The goals identified in the NCJ align with the 5-year strategy. Specifically, the strategy includes addressing Nebraska workforce shortages. The NCJ plays a unique role in achieving this goal by increasing the number of practice-ready law students through clinical education and recruiting and retaining rural attorneys to serve in juvenile cases in our rural communities.

Similarly, since 2017, CCFL and Nebraska Law have illustrated how meaningful partnerships between University entities serve to create greater impact. The outcomes achieved by the CJC and CJAE were made possible through the partnership because CCFL and Nebraska Law have complementary expertise that collectively serves to improve juvenile court advocacy in Nebraska.

#### **C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education**

The goals of the NCJ align with the state's comprehensive plan for post-secondary education. Through clinical education and the fellowship program, NCJ's utilizes an innovative approach to educate law students and attorneys with the knowledge and skills necessary to be high quality advocates. The combination of intensive training, expert case consultation, and reflective practice is serving to transform advocacy. As a result, in less than two years, the program has fellows working in 55 of Nebraska's 93 counties, and most of those counties have fewer than 50 attorneys. Partnerships with state stakeholders play an integral role in program development and continued success. These partners include but are not limited to the Nebraska Department of Health and Human Services, Office of Probation, Court Improvement Project, and Nebraska Judiciary.

#### **D. Evidence of Need and Demand**

The CJC and CJAE were created as separate programs through a partnership between the University of Nebraska College of Law and Center on Children, Families, and the Law. Both programs shared the same innovative model to elevate and transform juvenile court advocacy. Integrating the CJC and CJAE under one title will enable expanded reach, impact, and effectiveness. With the additional funding secured, the Nebraska Children's Justice and Legal Advocacy Center (NCJ) will double the number of rural attorneys trained through the fellowship program, expand data collection efforts to become a centralized resource for information on juvenile attorney quantity and quality in Nebraska, and create a formalized model to improve rural attorney education in other states.

Uniformly, across the United States, rural communities severely lack access to attorneys. Data from the American Bar Association for the year 2020 revealed that 1,300 counties in the United States have fewer than one attorney per 1,000 residents, and many have no attorneys whatsoever. Nebraska shares similar statistics. Currently, 12 counties in Nebraska have zero attorneys and an additional 18 counties with three or fewer. Residents are required to drive for hours to access basic legal services to handle even routine matters. Despite efforts by many states to increase access to justice for rural America, a scarcity of rural attorneys continues. The stakes are compounded when rural children and families are involved in the juvenile court system due to the fundamental interests at issue. There is a lack of attorneys available to serve in juvenile court, and those willing may not have access to the necessary formal and informal training and support needed to become effective advocates in child welfare and youth justice. Without these supports, attorneys may opt out of juvenile cases, and as a result, outcomes for children and families deteriorate.

The CJC and CJAE's efforts to address this inequity have received national attention. See Michelle Paxton, *Preventing Legal Deserts in Our Rural Communities*, American Bar Association, Nov. 2023, <https://www.americanbar.org/groups/litigation/resources/newsletters/childrens-rights/fall2023-preventing-legal-deserts-in-our-rural-communities/>; Michelle Paxton, *Preventing Legal Deserts in Our Rural Communities: Insights from a Child Welfare Attorney Fellowship*, presented at annual meeting of the National Association of Counsel for Children, Aug. 2023. The American Bar Association and the National Association of Counsel for Children affirm the lack of momentum nationally to address rural deserts in child welfare and applaud the CJAE strategy as best practice.

Shifting both programs under a single title will simplify communication and make the program more accessible to participants, partners, and funders.

#### **E. Organizational Structure and Administration**

The Nebraska Children's Justice and Legal Advocacy Center will continue as a partnership between the Center on Children, Families, and Law and the College of Law. The program will be housed at the College of Law with the following staff:

- Director
- Associate Director
- Project Coordinator
- Project Manager
- Legal Assistant
- Mental health consultant
- Evaluator
- Graduate Research Assistant

Through the partnership, CCFL and the College of Law provide administrative and technical support as needed for program success. See Appendix A logic model.

#### **F. Partnerships with Business**

Nebraska Department of Health and Human Services: Provides training and consultation support at no cost.

Nebraska Office of Probation: Provides training and consultation support at no cost.

Education Rights Counsel: Contract to provide training and consultation support for law students and rural attorneys.

Nebraska Indian Child Welfare Act Coalition: Contract to provide training and consultation for rural attorneys.

Nebraska Judiciary: Program support through promotion and design feedback.

Lancaster County: Contract for Guardian ad Litem appointments.

Casey Family Programs: Program consultation.

#### **G. Collaborations with Higher Education Institutions External to the University**

The NCJ anticipates collaborations with higher education institutions as a formalized model for rural attorney education is developed. For instance, Loyola Law School in New Orleans is familiar with the CJC and CJAE and their Dean would like to develop a similar program. Ultimately, the NCJ will partner with state and national stakeholders to develop a program model to include training guides, curriculum manuals, evaluation tools, and coaching.

#### **H. Constituencies to be Served**

The NCJ is a natural outgrowth of the success achieved by the current programs at the University of Nebraska. The NCJ will annually serve a minimum of 34 law students and attorneys, the children and families program participants represent in juvenile court, and state and national stakeholders partnering with the Center to improve juvenile court advocacy. This integrative model of attorney education includes three essential components to transform advocacy:

- Intensive Training. Each year, law students and rural will attorneys receive extensive education in federal and state child welfare laws along with invaluable information and insight into the subjects necessary to

become strong advocates: including but not limited to trauma, child development, substance use, domestic violence, mental health, and complex family dynamics.

- Expert Case Consultation with psychologists, attorneys, child welfare practitioners, probation officers, social workers, mental health practitioners, as well as parents and young adults with lived experience in juvenile court. Consulting with child welfare and youth justice experts allows law students and rural attorneys an opportunity to address complex legal questions in their cases while integrating social and psychological factors to increase their advocacy skills for underrepresented communities.
- Reflective Practice allows participants to reflect on personal biases, thoughts, and feelings about their cases and use this expanded awareness to make better decisions. This type of reflective experience has been empirically shown to promote ethical practice and decrease vicarious trauma. When provided in combination with training and consultation, it increases law students and lawyers' interest and commitment to serving in juvenile court.

The additional funding received facilitates three significant changes.

1. The funding will expand and train two cohorts annually doubling the number of rural attorneys receiving the necessary knowledge, skills, and supports to be high quality advocates. In the CJAE's first two years, 49 Nebraska rural attorneys applied to participate in the program and the program experienced a 45% increase in applicants for year two. This illustrates the CJAE is filling a need, and the evaluation data reveals the model produces high quality attorneys committed to practicing in juvenile court.
2. With expanded leadership, the NCJ will create a mechanism to monitor the accessibility and quality of representation in juvenile cases more consistently. This data will be used to improve state accountability, assess program impact, expand program support, and research dissemination. Utilizing this information, the NCJ would introduce a data dashboard integrating attorney availability and quality metrics.
3. The NCJ will create, package, and launch a national model for practicing rural attorneys. The American Bar Association and the National Association of Counsel for Children affirm the lack of momentum nationally to address rural deserts in child welfare and applaud the CJAE strategy as best practice.

#### **I. Anticipated Outcomes, Significance, and Specific Measures of Success**

Funding from our private donors require annual formal updates and evaluation reports that inform. In addition, the attached logic model (Appendix A) and evaluation plan (Appendix B) provide the framework for program goals and evaluation.

1. Recruit attorney Fellows, who demonstrate a focus and commitment to rural communities to participate in the program, and graduate 24 CJAE Fellows annually who have increased their knowledge and skills to provide holistic legal representation in juvenile court.

The NCJ will follow the same model implemented with the CJAE but double the number of attorneys benefiting by the program by facilitating two cohorts annually. CAJE Fellows report one important benefit of the program includes the positive relationships developed with colleagues across the state. These relationships are nurtured by maintaining the size of each cohort to 12 attorneys. The NCJ will recruit and mentor Fellows through four in-person workshops, expert case consultation, and reflective practice. Each cohort will include a balance of county attorneys, juvenile defense attorneys, parent defense attorneys, and Guardians ad Litem. Success will be evaluated using several criteria including but not limited to, increase in knowledge and skills, increased interest and confidence in juvenile legal practice, decreased professional burnout and vicarious trauma symptoms, and more reliance on reflection and social support based coping mechanisms through formal assessment and self-reflection.

2. Create, develop, and promote information on the rural attorney program through presentations, publications, and consultation.

The beginning stages to launch a national model for practicing rural attorneys includes research and promotion. In the next two years, the NCJ's Director will craft and deliver presentations and publications to local, state, and national partners. The goals of these endeavors will be twofold: 1) examine the gaps in rural advocacy in Nebraska and other states and 2) create awareness and disseminate data surrounding the unique challenges for



rural attorneys practicing in juvenile court. In addition, these efforts will include strategic efforts to identify and nurture relationships with state senators to foster long-term sustainability through state funding. Ultimately, these efforts will build toward the NCJ nurturing partnerships with national experts, including Casey Family Programs, that have experience and expertise in program packaging and dissemination.

3. Analyze and disseminate data on Nebraska juvenile representation and quality.

The CJAE was inspired after research revealed inadequate representation for rural children and parents involved in juvenile court. Other state and national entities track important data surrounding family child well-being measures including health, education, economic stability, and juvenile court involvement. Similarly, the Nebraska Bar Association and Nebraska Attorney Services collect data on attorney availability. Thus far, these efforts are siloed and do not examine how the data informs the other or propose solutions. The NCJ will utilize the data collected through our own research methods and in partnership with other entities collecting community data including but not limited to Nebraska Children and Families Foundation, Voices for Children, and Nebraska State Bar Association to create a publicly accessible dashboard and reports on access and quality of Nebraska juvenile representation.

**J. Potential for the Center to contribute to Society and Economic Development**

Of the 5,547 attorneys with an active law license living in Nebraska, only 7% live in rural communities. The need for high-quality attorneys in juvenile court is exacerbated given over 60% of the petitions filed for abuse or neglect originate in rural areas. According to the judiciary, most of Nebraska's rural communities do not have enough attorneys skilled in child welfare; 12 counties have none. Recruiting and retaining lawyers to serve in juvenile cases is not merely about addressing immediate legal needs but is a strategic investment in the long-term social and economic health of our rural communities. Further, by ensuring children and families receive high quality representation and access to rehabilitative services, we will significantly enhance societal contributions and promote economic development.

**K. Adequacy of Resources:**

1. Faculty/Staff

Current personnel include director, project manager, project coordinator, evaluator, and mental health consultant. In addition, through the partnership, NCJ has access to a variety of experts within CCFL and the College of Law for consultation.

2. Physical Facilities and Equipment

Given the expanded personnel, the majority of NCJ personnel will relocate to office space in the basement of the College of Law. Technology expenses including laptops, monitors, etc. are included in the program budget.

3. Budget Projections:

Recent grants ensure the NCJ has full funding for two years. Additional funding for sustainability is anticipated through one or more of the following methods:

1. Pending grants.

2. Federal funding. The Director and the Department of Health and Human Services are negotiating an agreement to access federal IV-E dollars to support the NCJ's rural attorney fellowship program (CJAE).

3. State funding (not general state-aided university funds). New funding appropriated by the Nebraska state legislature toward these specific programs. The amount of state funding would be contingent upon how much can be accessed through Federal IV-E funds.

4. Current funders. Our funders have shown steadfast commitment to the Children's Justice programs since their inception, consistently providing additional grant support as needed.

#### IV. Appendix

- A. Nebraska Children's Justice and Legal Advocacy Center - Logic Model
- B. Nebraska Children's Justice and Legal Advocacy Center - Evaluation Plan

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**

	FY2024-25 Year 1		FY2025-26 Year 2		FY2026-27 Year 3		FY2027-28 Year 4		FY2028-29 Year 5		Total	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
<b>Personnel</b>												
Faculty	0.10	\$ 18,240	0.10	\$ 18,788	0.10	\$ 19,352	0.10	\$ 19,932	0.10	\$ 20,530	0.10	\$ 96,842
Non-teaching staff: Professional <sup>1</sup>	1.00	\$ 143,000	1.00	\$ 147,290	1.00	\$ 151,709	1.00	\$ 156,260	1.00	\$ 160,948	1.00	\$ 759,207
Graduate assistants											-	\$ -
Non-teaching staff: support <sup>2</sup>	1.00	\$ 53,200	1.00	\$ 54,796	1.00	\$ 56,441	1.00	\$ 58,132	1.00	\$ 59,877	1.00	\$ 282,446
Subtotal	2.10	\$ 214,440	2.10	\$ 220,874	2.10	\$ 227,501	2.10	\$ 234,324	2.10	\$ 241,355	2.10	\$ 1,138,495
<b>Operating</b>												
General Operating		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 250,000
Equipment												\$ -
New or renovated space												\$ -
Library/Information Resources												\$ -
Other <sup>3</sup>		\$ 78,000		\$ 78,000		\$ 78,000		\$ 78,000		\$ 78,000		\$ 390,000
Subtotal		\$ 128,000		\$ 128,000		\$ 128,000		\$ 128,000		\$ 128,000		\$ 640,000
<b>Total Expenses</b>	2.10	\$ 342,440	2.10	\$ 348,874	2.10	\$ 355,501	2.10	\$ 362,324	2.10	\$ 369,355	2.10	\$ 1,778,495

<sup>1</sup> Salary and benefits for new Associate Director position.

<sup>2</sup> Salary and benefits for new Legal Assistant/Paralegal position.

<sup>3</sup> Funding to provide training and consultation for an additional cohort of rural attorneys.

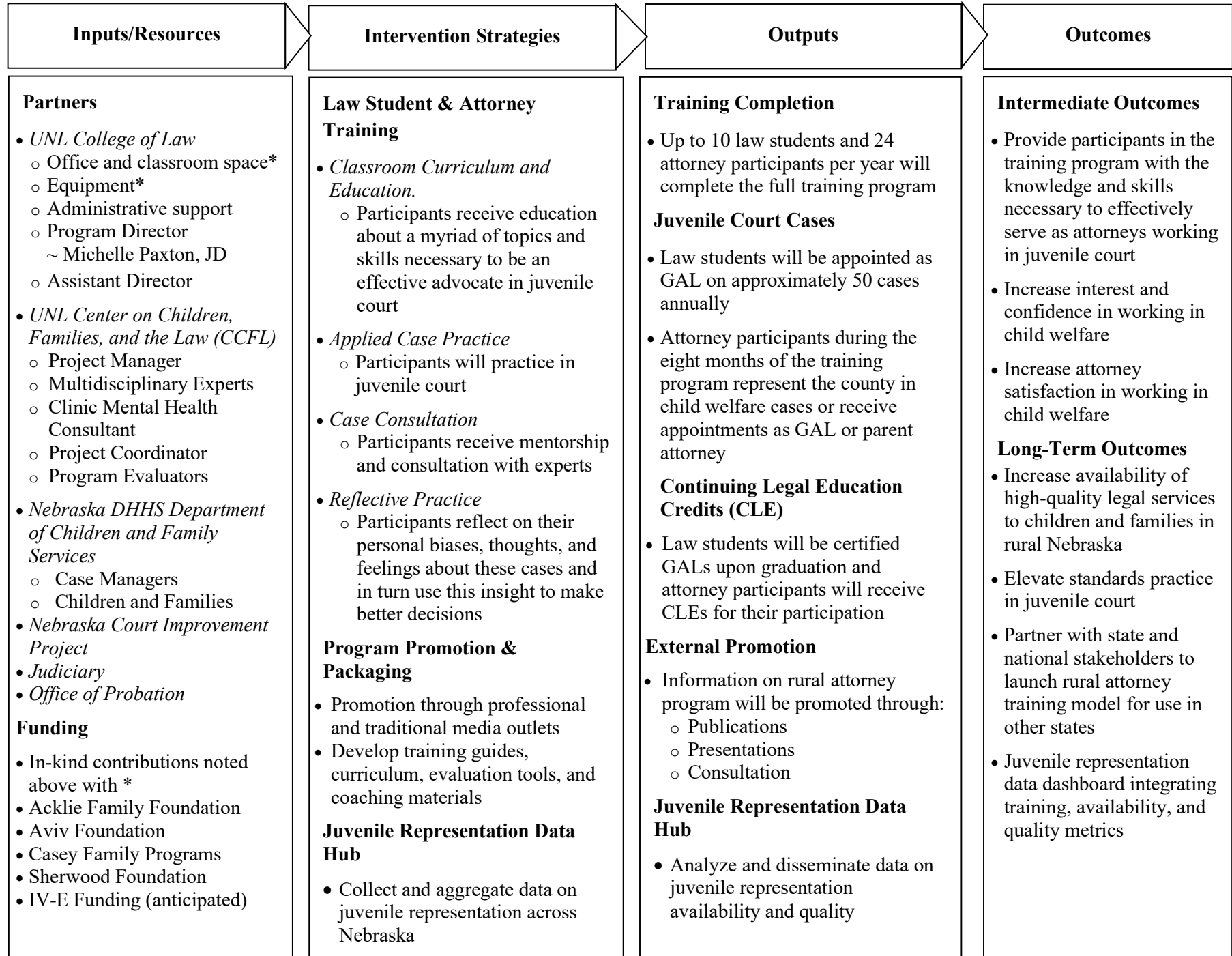
**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**

	FY2024-25 Year 1	FY2025-26 Year 2	FY2026-27 Year 3	FY2027-28 Year 4	FY2028-29 Year 5	<b>Total</b>
Reallocation of Existing Funds						\$ -
Required New Public Funds						\$ -
1. State Funds						\$ -
2. Local Funds						\$ -
Tuition and Fees						\$ -
Other Funding						\$ -
1. Aviv Foundation <sup>1</sup>	\$ 300,000	\$ 300,000				\$ 600,000
2. Sherwood Foundation <sup>1</sup>	\$ 300,000	\$ 300,000				\$ 600,000
3. Other External Grants and Contracts <sup>2</sup>			\$ 192,832	\$ 192,832	\$ 192,832	\$ 578,496
<b>Total Revenue</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 192,832</b>	<b>\$ 192,832</b>	<b>\$ 192,832</b>	<b>\$ 1,778,496</b>

<sup>1</sup> Foundation funding available and expendable in the years represented.

<sup>2</sup> Grants & Contracts that will be secured to ensure sustainability. Funders have shown steadfast commitment to the programming, consistently providing additional grant support as needed.

## Nebraska Children's Justice and Legal Advocacy Center Logic Model



## NEBRASKA CHILDREN’S JUSTICE AND LEGAL ADVOCACY NCJ EVALUATION PLAN

The purpose of the proposed Nebraska Children’s Justice and Legal Advocacy NCJ (NCJ) program evaluation will be to assess the implementation of the NCJ’s programming and assess progress toward the NCJ’s goals. The goals of the NCJ are to increase the number of juvenile lawyers with the knowledge and skills necessary to be provide high-quality legal services, to elevate the standards of practice in juvenile court across Nebraska, to partner with state and national agencies to launch the attorney training model for use in other states, and to launch a juvenile representation data dashboard that integrates attorney training, accessibility, and quality data in one place. The program evaluation will include both a process and outcome to track the effect of increased knowledge, confidence, and connection developed through the NCJ’s model on professional well-being and availability for juvenile court cases.

The process evaluation will assess implementation of programming to document what work is being done, the applicants and participants in the NCJ programs, and participant satisfaction with the NCJ programs. We will rely on NCJ records, surveys, focus groups, and key-informant interviews. The process evaluation will yield information about the successes and challenges of the NCJ to serve as feedback that can be used to inform changes to implementation.

The outcome evaluation will assess the effectiveness of the NCJ and its programs by tracking progress towards it goals. We will rely on administrative records, NCJ records, surveys, focus groups, and key-informant interviews to measure the impact of the NCJ programs on juvenile cases across Nebraska, juvenile justice system stakeholders’ perceptions of access to and quality of lawyers in juvenile court, and participants’ knowledge and skills, confidence and interest in juvenile law, future professional plans, and professional well-being. Finally, we track new inquiries from agencies and professionals in other rural counties and states.

See the tables on the next pages for more details about the data sources and indicators for each NCJ component and associated goal.

Process Evaluation			
Outcome	Sample	Data Source	Indicators
Improve and implement educational component	Program Schedules	NCJ records	Curriculum content, curriculum content
Improve and implement expert consultation component	Program schedule and calendar	NCJ records	Case consultant areas of expertise, availability, attendance
Improve and implement reflective practice component	Program schedule and calendar	NCJ records	Reflective Practice schedule
	Program participants	NCJ records	Attendance at reflective practice
Improve and implement integrated mental health consultant component	Program participants; Clinic Mental Health Consultant	Focus groups, key-informant interviews,	Student feedback on role of clinic social worker; Clinic Social Worker description of role
	Clinic Mental Health Consultant	NCJ records	Clinic Social Worker schedule
Share model with state and national agencies and leaders in juvenile attorney training	NCJ Director, Assistant Director, Program Manager, and Clinic Administrator	NCJ records, key-informant interviews	Number of media stories, number of presentations, number of publications, outlet of coverage, time spent on manuals

Outcome Evaluation			
Outcome	Sample	Data Source	Indicators
Provide participants in the training program with the knowledge and skills necessary to effectively serve as attorneys working in juvenile court	Program Participants	Pre-post knowledge assessment	Increased scores about child welfare, juvenile court processes, and trauma-informed practices
	Program Participants	Survey	Perceptions of knowledge and skills gained
	Clinic Records	GAL Reports	Quality of legal advocacy in GAL reports, including areas discussed, recommendations made, and representation of child voice
Increase interest and confidence in working in child welfare	Program Participants and Alumni	Application, survey	Self-reported number of hours worked per week in juvenile court increases
	Program Participants and Alumni	Survey	Self-reported interest in incorporating child juvenile law into practice; self-reported practice areas
	UNL College of Law students	Career Development Office records; Clinic records	Number of students each year who indicate interest in juvenile law, family law, and child advocacy; number of second year law students who express interests in any clinic and in CJC

	Program Participants and Alumni; UNL College of Law Alumni	Survey	Self-reported confidence representing best interest, interacting with child in need of legal services, advocating in and out of court
Increase attorney satisfaction in working in child welfare	Program Participants and Alumni	Survey	Measures of work-related stress, vicarious trauma, and self-reported coping mechanisms
	Program Alumni	Survey	Self-reported number of hours worked per week in juvenile court after program
	Program Participants and Alumni	Survey	Self-reported interest in incorporating child juvenile law into practice; self-reported practice areas
Increase availability of high-quality legal services to children and families in rural Nebraska	Program Applicants, Participants, and Alumni	Applications; Surveys	Self-reported counties of work; concentration of program alumni per county across Nebraska increases each year
	Nebraska Juvenile Judges	Survey	Perceptions of quantity and quality of juvenile court lawyers available in county
Elevate standard of practice in juvenile court	Nebraska Juvenile Judges; Juvenile system stakeholders	Survey; Key-informant interviews	Perceptions of standards of practice in juvenile court
	Administrative Office of the Court	Administrative records of all juvenile law cases in NE each year	Monitor overall average case progression and outcomes in juvenile court cases; compare counties with Program-trained attorneys to those with no Program-trained attorneys
Partner with state and national stakeholders to launch rural attorney training model for other states	NCJ Records; NCJ Director and Assistant Director	Administrative records; Key-informant interviews	Contracts, meetings scheduled, and contacts with state and national agencies





## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Proposal to establish an Undergraduate Certificate in Irrigation and Agricultural Water Management to be administered by the Department of Biological Systems Engineering in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL)

**Review**

**Review + Action**

**Action**

**Discussion**

*This is a report required by Regents' Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

The purpose of the proposed 18 credit hour Irrigation and Agricultural Water Management (IAWM) Certificate is to prepare students to be wise managers of irrigation, water resources, and agricultural systems. The primary audience is online, non-degree-seeking students. The online, asynchronous program will be of interest to early- to mid-career professionals in local (e.g., agricultural industry, Natural Resources Districts), national (e.g., KS, CO, CA), and international (Sub-Saharan Africa, MENA, Latin America) markets. This program is designed to meet workforce needs and does not require any additional resources.

### **BACKGROUND INFORMATION**

Section 2.9 of the Bylaws of the Board of Regents provides that, "No curriculum leading to a degree or certificate shall be adopted...without the approval of the Board."

Nebraska Revised Statute §85-943 authorizes the University of Nebraska to offer certificates above the associate degree level in agriculturally related fields without restrictions related to course levels (1xx, 2xx, 3xx, etc.).

### **RECOMMENDATION**

The President recommends approval.



December 2, 2024

Dr. David Jackson, Executive Vice President and Provost  
University of Nebraska  
3835 Holdrege Street  
Lincoln, NE 68583-0745

Dear EVPP Jackson,

Attached please find a proposal to create a new Undergraduate Certificate in Irrigation and Agricultural Water Management to be administered by the Department of Biological Systems Engineering in the College of Agricultural Sciences and Natural Resources. The proposal was submitted to the EVC Office in the spring, and revisions and supporting documents were finalized this summer.

The enclosed proposal outlines the program of study, the gap that would be met with this program, and the workforce needs. The Undergraduate Certificate in Irrigation and Agricultural Water Management is designed as a fully online program but would also be delivered through traditional, in-person courses for degree-seeking students. The primary target audience is non-degree-seeking online students, and the program is expected to be attractive to early—and mid-career professionals. The proposed program does not require additional resources.

This proposed program has the full endorsement of the Academic Planning Committee, the Executive Vice Chancellor for Academic Affairs, Dean Tiffany Heng-Moss and VC Mike Boehm and the CASNR faculty and curriculum committees, and it has my approval. I am requesting you approve it and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

Rodney D. Bennett  
Chancellor

c: Jennifer Clarke, Chair, Academic Planning Committee  
Katherine Ankersen, Executive Vice Chancellor  
Michael Boehm, NU Vice President and IANR Harlan Vice Chancellor

Tiffany Heng-Moss, Dean, CASNR  
Renee Batman, Assistant Vice Chancellor  
Suzi Tamerius, Project Coordinator  
Karen Griffin, Coordinator of Faculty Governance  
Angela Iwan, Executive Assistant to the EVPP

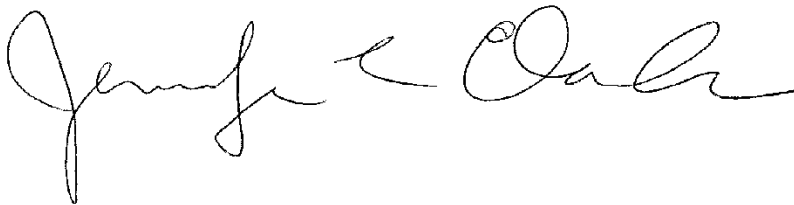
November 21, 2024

Chancellor Rodney Bennett  
201 Canfield Administration  
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to create an Undergraduate Certificate in Irrigation and Agricultural Water Management. The program is administered by the Department of Biological Systems Engineering in the College of Agricultural Sciences and Natural Resources. The APC voted to recommend approval of the proposal at its November 20, 2024, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Jennifer Clarke, Chair, Academic Planning Committee and Professor, Food Science and Technology

c: Executive Vice Chancellor Katherine Ankerson  
Vice Chancellor Michael Boehm  
Dean Tiffany Heng-Moss  
Professor Mark Stone  
Associate to the Chancellor Josh Davis  
Assistant Vice Chancellor Renee Batman  
Project Coordinator Suzi Tamerius



## MEMORANDUM

TO: Academic Planning Committee Chair

FROM: Katherine Ankerson, Executive Vice Chancellor *KSA*

DATE: September 6, 2024


SUBJECT: Proposal to Create an Undergraduate Certificate in Irrigation and Agricultural Water Management

Attached please find a proposal to create a new Undergraduate Certificate in Irrigation and Agricultural Water Management to be administered by the Department of Biological Systems Engineering in the College of Agricultural Sciences and Natural Resources. The proposal was submitted to the EVC Office in the spring, and revisions and supporting documents were finalized this summer.

The enclosed proposal outlines the program of study, the gap that would be met with this program, and the workforce need. The Undergraduate Certificate in Irrigation and Agricultural Water Management is designed as a fully online program, but would also be delivered through traditional, in-person courses for degree-seeking students. The primary target audience is non-degree seeking online students, and the program is expected to be attractive to early- and mid-career professionals. The proposed program does not require additional resources.

This new certificate program has the full support of the CASNR faculty and curriculum committees, Dean Tiffany Heng-Moss and VC Mike Boehm. I fully support this proposal.

TO: Renee Batman  
Assistant Vice Chancellor and Chief Administrative Officer

FROM: Michael Boehm   
NU Vice President and IANR Harlan Vice Chancellor

SUBJECT: Proposal to Create a New Undergraduate Certificate in Irrigation and  
Agricultural Water Management (IAWM)

DATE: April 29, 2024

I am pleased to approve, in my role as chief academic officer for the College of Agricultural Sciences and Natural Resources (CASNR), the proposal to create a new Undergraduate Certificate in Irrigation and Agricultural Water Management (IAWM) as submitted by Tiffany Heng-Moss, Dean of CASNR. This new certificate was proposed by the faculty in the Department of Biological Systems Engineering and approved by the members of the CASNR Curriculum Committee on April 12, 2024. The CASNR faculty formally approved the certificate on April 29, 2024.

The Department of Biological Systems Engineering has a long and distinguished history of preparing talented, highly trained, and motivated professionals that contribute to the continued success of agriculture in Nebraska and beyond. The online, asynchronous program will be of interest to early- to mid-career professionals in local (e.g., agricultural industry, Natural Resources Districts), national (e.g., KS, CO, CA), and international (Sub-Saharan Africa, MENA, Latin America) markets. Prospective students include high school graduates who want a credential in IAWM, graduates from a community college who want more depth with a junior/senior-level credential in IAWM, and graduates from a university who want a credential specifically in IAWM.

Enclosed is a copy of the proposal and transmittal letters. If you need additional information, please do not hesitate to contact Dean Heng-Moss.

CC: Dean Tiffany Heng-Moss  
Dr. Mark Stone



TO: Michael Boehm  
NU Vice President and IANR Harlan Vice Chancellor

FROM: Tiffany Heng-Moss, Dean *Tiffany Heng-Moss*  
College of Agricultural Sciences and Natural Resources

SUBJECT: Proposal to Create a New Undergraduate Certificate in Irrigation and Agricultural Water Management (IAWM)

DATE: April 29, 2024

I am pleased to support the proposal to create a new Undergraduate Certificate in Irrigation and Agricultural Water Management (IAWM). The certificate was developed by faculty in the Department of Biological Systems Engineering. The proposed certificate will be an 18-credit hour program focused on creating the opportunity for learners to gain knowledge across irrigation, water resources, and agricultural systems.

Due to UNL's unique position of being the only university in Nebraska to offer a strong and well-established undergraduate program in irrigation and agricultural water management, learners in Nebraska and beyond seeking additional certification would be able to leverage these courses to gain experience, knowledge, and advancement.

The certificate was approved by the members of the CASNR Curriculum Committee on April 12, 2024, and the CASNR faculty on April 29, 2024.

If you need additional information, please let me know.

Enclosure



TO: Tiffany Heng-Moss  
Dean, College of Agricultural Sciences and Natural Resources

FROM: Larry Gossen  
Dean, Nebraska College of Technical Agriculture

SUBJECT: Proposal to Create a New Undergraduate Certificate in Irrigation and  
Agricultural Water Management (IAWM)

DATE: April 26, 2024

Please consider this letter of support for the proposal to create a new Undergraduate Certificate in Irrigation and Agricultural Water Management (IAWM). As the Dean of NCTA, I am happy to support this plan as another way in which NCTA and CASNR work together to enhance the education opportunities of our students.

NCTA has a long history of working with CASNR in a collaborative relationship with A to B transfer programs, reverse articulation agreements, and various academic program cooperation. NCTA students benefit from the relationship and resources available with CASNR and the Institute of Agriculture and Natural Resources.

The Irrigation Technician certificate currently offered by NCTA will be a complement to the new IAWM certificate at CASNR. Having access to this certificate would be an opportunity for NCTA students to stack this credential to their associate degree. Stacked credentials are valued by business and industry and are a key part of the mission of NCTA.



April 15, 2024

Mark Stone, Professor and Dept Head  
Biological Systems Engineering  
University of Nebraska-Lincoln

Dear Mark,

The Department of Agronomy and Horticulture fully supports the proposed Irrigation and Agricultural Water Management Undergraduate Certificate program. The Department also supports the listing of Soil Resources 153 (PLAS 153) as a required course.

Thank you for the partnership and including PLAS 153 in the certificate.

Sincerely,



Martha Mamo, Professor and Head

Cc – Don Lee  
Meghan Sindelar  
Anne Streich  
Derek Heeren  
Deepak Keshwani



April 15, 2024

Dr. Deepak Keshwani  
Department of Biological Systems Engineering  
College of Agricultural Sciences and Natural Resources  
University of Nebraska-Lincoln

Dear Dr. Keshwani:

I am pleased to offer this letter of support for your proposal of the online undergraduate certificate program in Irrigation and Water Management Certificate Program. On behalf of the Department of Agricultural Economics, I confirm that we will be glad to accept students from the proposed minor into the AECN/NREE 357 Environmental and Natural Resources Law course for the certificate.

We wish you success in the new minor.

Sincerely,



Kathleen Brooks, Ph.D.  
Associate Professor and Associate Interim Department Head  
Agricultural Economics

# University of Nebraska-Lincoln

## New Undergraduate Certificate

### I. Descriptive Information

<b>Name of Institution Proposing New Undergraduate Certificate</b>
University of Nebraska-Lincoln
<b>Name of Proposed Undergraduate Certificate</b>
Irrigation and Agricultural Water Management (IAWM)
<b>Other Programs Offered in this Field by this Institution</b>
Undergraduate majors: Agricultural Systems Technology, Agricultural Engineering. Graduate majors: Agricultural Systems Management (MS), Agricultural and Biological Systems Engineering (MS), Biological Engineering (PhD). Graduate specialization: Irrigation and Agricultural Water Management.
<b>CIP Code: 6 digit [IEA can help with CIP codes or browse here: <a href="http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55">http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55</a>]</b>
01.0308
<b>Subject Code: 4 characters</b>
AGST
<b>Primary Administrative Unit for the Proposed Undergraduate Certificate</b>
Biological Systems Engineering (BSE)
<b>All Units Participating in the Undergraduate Certificate</b>
Biological Systems Engineering, Agronomy and Horticulture, Agricultural Economics
<b>Proposed Delivery Site</b>
UNL East Campus
<b>Undergraduate Certificate will be offered [full program, not individual courses]</b>
<input type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input checked="" type="checkbox"/> Both (on-campus and distance)
<b>Undergraduate Certificate will be Offered to</b>
<input type="checkbox"/> UNL degree seeking <input type="checkbox"/> UNL non-degree seeking <input checked="" type="checkbox"/> Both <input type="checkbox"/> Other (please explain)
<b>Program leads to licensure or certification</b>
<input checked="" type="checkbox"/> no <input type="checkbox"/> yes   If yes, explain:
<b>The proposed certificate program is a subset of an existing degree program</b>
<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<b>Percentage of the proposed certificate program made up of existing courses</b>
100%
<b>Proposed Date the New Undergraduate Certificate will be Initiated</b>
Fall 2025

## II. Details

### **Purpose of the Proposed Undergraduate Certificate:**

The purpose of the proposed Irrigation and Agricultural Water Management (IAWM) Certificate is to prepare students to be wise managers of irrigation, water resources, and agricultural systems. The primary audience is online, non-degree-seeking students. The online, asynchronous program will be of interest to early- to mid-career professionals in local (e.g., agricultural industry, Natural Resources Districts), national (e.g., KS, CO, CA), and international (Sub-Saharan Africa, MENA, Latin America) markets. Prospective students include high school graduates who want a credential in IAWM, graduates from a community college who want more depth with a junior/senior-level credential in IAWM, and graduates from a university who want a credential specifically in IAWM.

### **Description of the Proposed Undergraduate Certificate:**

The primary learning outcomes IAWM Undergraduate Certificate will be:

- Describe basic watershed hydrology and calculate runoff rates and amounts.
- Describe the impacts of agricultural, urban, and industrial development on watershed hydrology and ecosystems.
- Conduct topographic and profile surveys and collect field data required to characterize watersheds and implement soil and water conservation practices.
- Quantify how tillage, cropping, construction, and structural practices impact soil erosion.
- Calculate crop water use rates in the context of daily irrigation management.
- Measure water flow rates in irrigation pipelines, calculate water application rates and volumes, and calculate water measurement accuracy.
- Describe sprinkler, microirrigation, and surface irrigation systems.
- Perform an irrigation system evaluation, including water application uniformity and application efficiency.
- Apply various irrigation scheduling techniques utilizing current technology and sensing systems for irrigation.
- Describe water management practices for rural watersheds and understand the concepts of basin-wide water management.

The admission criteria will be the same as the general admission requirements for UNL. Since the certificate will be in CASNR, there will not be additional admission requirements at the college level. Applicants who meet the admission criteria will be admitted into the certificate program. Physics (AGST 109) is built into the certificate which will ensure that students are ready for the subsequent core courses. AGST 109 requires college algebra as a prerequisite (MATH 101 or higher). If an applicant has not taken MATH 101 or higher, they can meet this requirement if they place into MATH 102 or higher when taking the UNL Math Placement Exam.

The proposed certificate is 18 credits total, with 8-9 credits at the 100/200 level and 9-10 credits at the 300/400 level. The certificate requires two foundational courses (AGST 109 and PLAS 153), two core courses (AGST 354 and AGST 452), one breadth course on policy (NREE 357), and one credit of experiential learning (AGST 299 or AGST 395).

<b>Required Courses (17 credits)</b>	Major/Degree Credit Hours	Prerequisites, if applicable	Course and Lab Fees
AGST 109 Physical Principles in Ag and Life Sciences	4	MATH 101 (or higher)	
PLAS 153 Soil Resources	4		
AGST 354 Soil Conservation and Watershed Management	3	AGST 109, PLAS 153	
AGST 452 Irrigation Systems Management	3	AGST 109	
NREE 357 Natural Resource and Environmental Law	3		
<b>Experiential Learning Elective (1 credit)</b>			
AGST 299 Career Experiences	1		
AGST 395 Internship in Agricultural Systems Technology	1		
<b>Total</b>	18		

The BSE department will assign an advisor to students when they are admitted to the program. There are no guidelines or accreditations for this certificate, which will be unique nationally and globally. Points of contact for the certificate are Derek Heeren (<https://bse.unl.edu/faculty/derek-heeren>) and Deepak Keshwani (<https://bse.unl.edu/faculty/deepak-r-keshwani>). No course subject codes will need to be created or modified.

The primary audience for the proposed certificate will be online, non-degree-seeking students. All courses will be available as online courses. AGST 109, PLAS 153, and NREE 357 already have online (-700) sections available. Online sections will be created for AGST 354 and AGST 452. It is expected that most of these non-degree-seeking students will be working full-time with tuition being paid by the student and/or the employer. A student could complete the certificate online in as little as 12 months if they begin in the spring semester.

#### **Recommended Course Sequence Depending on Time of Entry into the Program.**

Starting Point:	Semester				
	Summer	Fall	Spring	Summer	Fall
Summer	AGST 109	PLAS 153 AGST 452	NREE 357	Exp Learning	AGST 354
Fall		AGST 109	PLAS 153 Exp Learning	NREE 357	AGST 354 AGST 452
Spring			AGST 109 PLAS 153	NREE 357 Exp Learning	AGST 354 AGST 452

The certificate will also be available to degree-seeking students. UNL students who are enrolled residential degree programs and majors will be expected to take the courses for the certificate program though in-person course delivery. It is expected that the certificate will be an attractive option for undergraduate students with a major in Agricultural Systems Technology, Agronomy, Agricultural Engineering, or Applied Science. The following substitutions will be available for engineering students: AGEN 350 for AGST 354; AGEN 453 for AGST 452; PHYS 141 or PHYS 151 or PHYS 211 for AGST 109.

### **III. Review Criteria**

#### **A. Centrality to UNL Role and Mission**

The need for professionals in Irrigation and Agricultural Water Management is great, yet few universities in the U.S. have maintained educational programs in this field. UNL is well positioned to address this gap with its institutional strengths in agriculture and water, as well as its synergy with Daugherty Water for Food Global

Institute (DWFI). Nebraska has more irrigated acres than any other state and is home to the irrigation industry (the four largest center pivot manufacturers, power units, pumping systems, water conveyance systems, service providers, etc.). As a land-grant university, UNL and BSE have maintained a strong connection with the irrigation industry. The certificate is expected to provide additional visibility for UNL's expertise in Irrigation and Agricultural Water Management and contribute to UNL's international reputation as a leader in agriculture.

**B. Relationship of the proposal to the NU 5-year strategy**

The proposed certificate will address workforce shortages in Nebraska (and abroad), in line with the NU 5-year strategy. The quality of the educational experience and student success will be prioritized. The IAWM Undergraduate Certificate will foster enrollment growth, with an expected 20-40 completions each year. Finally, aligned with UNL's strategy for online programs, the certificate is stackable: if a certificate student chooses to also pursue an undergraduate degree from UNL, the courses from the certificate could be applied toward a major in Agricultural Systems Technology, Agronomy, or Applied Science.

**C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education**

The proposed Irrigation and Agricultural Water Management Undergraduate Certificate is aligned with the Coordinating Commission Statewide Plan for Post-Secondary Education. It meets the educational needs of the State of Nebraska, including workforce development and research/technology transfer for the irrigation industry in particular, as well as the agricultural industry and the natural resources management community. The Irrigation and Agricultural Water Management programs are being developed in close partnership with industry and educational institutions in other states.

**D. Evidence of Need and Demand**

There are currently not enough students interested in irrigation to meet the workforce needs of the irrigation industry in Nebraska (and nationally). Globally, there is a need for online education in irrigation, especially agricultural irrigation, for those entering the workforce. The undergraduate certificate will provide an educational pathway for students to gain a credential in this area without committing to a degree program. DWFI will be a key partner in promoting the certificate through its global networks.

This certificate will be unique nationally and globally. There is not an irrigation certificate available at the undergraduate junior/senior level, either in-person or online. In-person certificates in agricultural irrigation at the community college level are available through the Nebraska College of Technical Agriculture (<https://ncta.unl.edu/irrigation-technician-certificate>) and the College of the Sequoias (<https://catalog.cos.edu/areas-study/agricultural-technology/skill-certificate-irrigation-mgmt/> and <https://catalog.cos.edu/areas-study/agricultural-technology/skill-certificate-irrigation-construction-installation/>). The proposed Irrigation and Agricultural Water Management Undergraduate Certificate is intended to be a value-added opportunity for community college students; it is not expected to be competitive with community college programs.

**E. Avoidance of Unnecessary Duplication**

There is currently no similar certificate at UNL at the undergraduate junior/senior level. NCTA has an Irrigation Technician Certificate at the community college level. The proposed Irrigation and Agricultural Water Management Undergraduate Certificate will be complimentary to community college programs.

**F. Adequacy of Resources:**

All courses in the proposed certificate are already offered. No additional resources from the university are required to start this program

## **Response to Reviewer Comments**

Irrigation and Agricultural Water Management Undergraduate Certificate

Reviewed by APC

10/2/2024

**Course Content and Learning Outcomes:** The learning outcomes are ambitious, and the credit load of 18 hours may be challenging for part-time, non-degree students to complete within a year. The description of more flexible options for completion in the table provided is appreciated, and these options could make the program more attractive and accessible to professionals who might not have the time to manage a full credit load each semester. *Please identify which learning outcomes depend on NREE 357 and describe how each course contributes uniquely to the learning objectives. Please provide letters of support from the Departments of Agronomy and Horticulture and Agricultural Economics.*

**Response:** *The option to complete the certificate in a 12-month timeline was developed based on feedback from the EVC's office, which is attractive to some potential students. We have letters of support from both departments which are attached to this response. They were inadvertently left out of the original proposal. The connection between learning outcomes and courses is provided here:*

- ***Describe basic watershed hydrology and calculate runoff rates and amounts. (AGST 109, PLAS 153, AGST 354)***
- ***Describe the impacts of agricultural, urban, and industrial development on watershed hydrology and ecosystems. (AGST 354, NRES 357)***
- ***Conduct topographic and profile surveys and collect field data required to characterize watersheds and implement soil and water conservation practices. (AGST 109, PLAS 153, AGST 354)***
- ***Quantify how tillage, cropping, construction, and structural practices impact soil erosion. (PLAS 153, AGST 354)***
- ***Calculate crop water use rates in the context of daily irrigation management. (AGST 452, NRES 357)***
- ***Measure water flow rates in irrigation pipelines, calculate water application rates and volumes, and calculate water measurement accuracy. (AGST 109, AGST 452)***
- ***Describe sprinkler, microirrigation, and surface irrigation systems. (AGST 109, AGST 452)***

- **Perform an irrigation system evaluation, including water application uniformity and application efficiency. (AGST 109, PLAS 153, AGST 452)**
- **Apply various irrigation scheduling techniques utilizing current technology and sensing systems for irrigation. (AGST 109, AGST 452)**
- **Describe water management practices for rural watersheds and understand the concepts of basin-wide water management. (AGST 354, AGST 452, NRES 357)**

**Admission and Prerequisites:** There may be a potential barrier to entry for students who have not taken MATH 101 or higher, as it is required for AGST 109. While the proposal mentions that students can meet this requirement via a placement exam, it might deter students without recent math experience, particularly the target audience of mid-career professionals. *Please provide information about the placement exam (e.g., How often and how offered? This will be helpful for working professionals) and provide a recommended course sequence for students who need MATH 101.*

**Response:** *For those unfamiliar with undergraduate programs at UNL, the math placement exam is offered online by the mathematics department and can be taken by students anytime. The placement exam is required for most students who are admitted to UNL in any undergraduate program (<https://nse.unl.edu/advising/pre-advising/math-placement-exam/>). For students who do not meet the threshold for the course per the MPE or those that do not have prior math coursework, they will be advised to complete the pre-requisite math course prior to starting the certificate program. While UNL does not offer math courses online, many community colleges do. Our advisers will work with the students to identify options to complete the prerequisite math course.*

**Program Viability and Resources:** Although the financial model seems sound, the enrollment projections may be optimistic. The proposal does not clearly outline a marketing or recruitment strategy for reaching non-degree-seeking professionals in the agriculture and irrigation sectors, particularly on a global scale. The Daugherty Water for Food Global Institute is mentioned as a partner for promotion, but further details would strengthen this section. *Please provide a letter from DWFII confirming their role in promoting the proposed certificate. Also note that the current proposal states that `There are currently not enough students interested in irrigation to meet the workforce needs of the industry in Nebraska (and nationally)`. As such, what is the unmet student demand?*

**Response:** *A letter from DWFII has been added.*



**Program Delivery and Flexibility:** The asynchronous online format is appealing for working professionals, but there is a lack of detail on how student engagement and support will be maintained in an entirely online program, and if at all it equates with the in-person delivery. *Please provide more detail on how courses will be developed for online delivery with appropriate engagement and support, and confirm that sufficient resources exist to make this happen.*

***Two of the courses in the certificate program (AGST 354 and 452) have not previously been available online. The faculty and staff in the Biological Systems Engineering Department are currently developing online versions of these two courses including video capture of laboratory activities through the work of our department's communication specialist. We are seeking the help of instructional designers assigned to the College of Agricultural Sciences and Natural Resources and the College of Engineering for course design. The faculty teaching these courses are being guided by faculty in BSE who have experience teaching online courses. We don't need additional resources to develop online versions of these classes which will be available starting Fall 2025.***

***The Biological Systems Engineering department has a BSE Student Services Team that includes a faculty director of undergraduate programs, two professional advisers, and a recruiter. This team is available to support students in the program from the point of entry to completion. The team will support these learners should they have any challenges in their courses just as they are supporting degree seeking students in our program. We have adequate capacity in our student services team to meet the needs of the certificate students in addition to our degree seeking students.***

***Additionally, BSE department faculty have been teaching online courses for many years (AGST 109, AGST 362, BSEN 206). We have experience in supporting remote learners and routinely engage with instructional designers on campus from CTT and the UNL Engineering and Computing Education Core on best practices for online learning.***

**Alignment with Institutional Strategy:** No major concerns here, though the proposal could benefit from a more explicit mention of how the program will contribute to diversity, equity, and inclusion (DEI) initiatives, particularly given its international aspirations.

***Response: Irrigation and water management has a lot of global relevance given the effects of a changing climate. We anticipate this certificate will be of interest to a range of learners both locally and globally. The BSE department has also embraced the ecology of validation framework in all our teaching and learning activities. This framework, which is the basis of UNL's Promoting At-Promise Student Success or PASS, refers to a validating campus culture and strategies that faculty and staff can use to support undergraduates' persistence, degree completion, and career development, particularly those who have been historically underserved.***

**Final Thought:** The proposal is solid and addresses a real need in the field of irrigation and agricultural water management. However, to ensure its success, APC should consider addressing the concerns related to **the balance between degree and non-degree students, potential barriers to entry, enrollment and marketing strategies, and the provision of student support services for online learners.**

***Response: Developing programs for non-degree students is a way for us to adapt to serve a broader range of learners in the midst of a changing higher ed landscape and is part of a plan for increase tuition revenue. Barriers to entry, marketing, and student support are addressed in the above responses.***

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**

	FY2025-26 Year 1		FY2026-27 Year 2		FY2027-28 Year 3		FY2028-29 Year 4		FY2029-30 Year 5		Total	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
<b>Personnel</b>												
Faculty											0	\$0
Professional											0	\$0
Graduate assistants											0	\$0
Support staff											0	\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Operating</b>												
General Operating												\$0
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
<b>Total Expenses</b>	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0

CCPE; 11/19/08



May 8, 2024

Dr. Mark Stone  
Department of Biological Systems Engineering  
University of Nebraska-Lincoln

RE: Letter of Support – Irrigation and Agricultural Water Management Program

Dear Dr. Stone:

I am pleased to offer this letter of support for the proposal for the online certificate program in Irrigation and Agricultural Water Management (IAWM) through the Department of Biological Systems Engineering at the University of Nebraska-Lincoln. The certificate will prepare students to be effective managers of irrigation systems. This online program will be particularly valuable to students who are not pursuing a 4-year degree but want to acquire skills in this area.

In particular, the program would be a valuable personal development resource for individuals looking to enter or advance their career with irrigation equipment suppliers and distributors. This is a skillset that is shrinking in availability in the talent marketplace today, while at the same time we see the need for these skills in the talent marketplace continuing to grow in the years ahead.

Feel free to reach out to me if you have any questions.

Best regards,

A handwritten signature in black ink that reads "Brian Magnusson".

Brian Magnusson  
Senior Vice President, Strategy and Business Development



Irrigation Company

151 E. Hwy 6 & AB Road  
P.O. Box 1047  
Hastings, NE 68902-1047  
[www.tlirr.com](http://www.tlirr.com)



Like No Other

Office: 402-462-4128  
800-330-4264  
Fax: 402-462-4617  
800-330-4268

July 1, 2024

Dr. Mark Stone  
Department of Biological Systems Engineering  
University of Nebraska-Lincoln

Dear Dr. Stone:

I am pleased to offer this letter of support for the proposal for the online certificate program in Irrigation and Agricultural Water Management (IAWM). The certificate will prepare students to be effective managers of irrigation systems. This online program will be particularly valuable to students who are not pursuing a 4-year degree but want to acquire skills in this area.

For T-L Irrigation Co., the IAWM program is appealing for training for our District Sales Managers and possibly our dealers that are located around the U.S. and the world, so the online aspect will be a good fit. The irrigation and water management focused courses will provide a solid foundation for our DSM's and dealers to incorporate and integrate their learning with the application of our mechanized irrigation systems.

Feel free to reach out to me if you have any questions.

Regards,

**Neal**

Neal Schlautman  
Engineering Manager  
T-L Irrigation Co.  
151 E Hwy 6  
PO Box 1047  
Hastings, NE 68901  
800-330-4264 Ext. 268  
[www.tlirr.com](http://www.tlirr.com)





TO: Academic Planning Committee Chairs

FROM: Peter G. McCornick, Executive Director

DATE: October 17, 2024

SUBJECT: Proposal to Create an Undergraduate Certificate in Irrigation and Agricultural Water Management

I am pleased to support the proposal to create a new Undergraduate Certificate in Irrigation and Water Management (IAWM). Since its founding at the University of Nebraska in 2010, the institute has grown to become a globally influential research organization focused on improving water management in agricultural and food systems. Partnerships are key to our success. Our global professional network allows us to facilitate, convene, and lead multiple strategic partnerships and creative collaborations. Our worldwide collaborators include local, state, and national government agencies, multilateral organizations, for-profit and nonprofit private-sector enterprises, and educational and research institutions.

The IAWM program supports DWFI's strategic direction, creating a pipeline of talented professionals while also building capacity in IAWM industries and partner organizations. To support and facilitate IAWM program awareness and engagement, DWFI will leverage our existing communications and convening activities. For example, DWFI's conference consistently brings together local to global participants. In 2023, more than 120 speakers and 400 participants from 27 different countries gathered to discuss innovative ways to improve water and food security. [DWFI's next global conference](#) will be held April 28 – May 2, 2025. DWFI's electronic and social media, especially LinkedIn, will be helpful in sharing information about the IAWM program. Another recent example of DWFI's communications capacity is its support for the [U.S. Agency for International Development Feed the Future Innovation Lab for Irrigation and Mechanization Systems \(ILIMS\)](#). The international networks developing as part of the ILIMS project will provide the IAWM program a source of potential students.

Please contact me if you have any questions or would like additional information about DWFI's programming.

Peter G. McCornick, Ph.D., P.E., BC.WRE  
Executive Director, Daugherty Water for Food Global Institute



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Proposal to delete the undergraduate Bachelor of Arts degree in Geology administered by the Department of Earth and Atmospheric Sciences in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL)

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

Students pursuing Geology typically pursue a Bachelor of Science (BS) degree rather than a Bachelor of Arts (BA), and usually have the qualifying science and math prerequisites. The College has recommended offering only one version of the major for these reasons. The option for the BS in Geology will remain. Only two students are enrolled in the BA; they will be allowed to complete their program of study.

### **BACKGROUND INFORMATION**

Section 2.9 of the *Bylaws of the Board of Regents* provides that, "No curriculum leading to a degree or certificate shall be... discontinued without the approval of the Board."

### **RECOMMENDATION**

The President recommends approval.





## MEMORANDUM

TO: David Jackson, Interim Vice President and Provost

FROM: Mark Button, Interim Executive Vice Chancellor

DATE: March 7, 2025

SUBJECT: Clarification for the Deletion of the BA in Geology

Thank you for the opportunity to update the current enrollment and clarify the implementation of the deletion of the Bachelor of Arts in Geology, if approved by the Board of Regents and Nebraska Commission on Post-Secondary Education.

At the time when the proposal was drafted, there was one student in the program. As of today, there are two students enrolled in the BA Geology. Aligned with our standard procedures for ending a program, a last admit term was determined. In this case, the last admit term is Summer 2025 (1255). No new students will be allowed into the program, effective Fall 2025. The anticipated end date of the program is Fall 2030, which would allow students to complete the program assuming reasonable academic progress.

Students who have recently declared the BA Geology as their major will be contacted by college advisors and may select to move to the BS Geology program. This is the anticipated outcome in many cases given that the Bachelor of Science in Geology is the degree that most students seek in this disciplinary area.

I am happy to answer any further questions.



February 4, 2025

David Jackson  
Interim Provost  
University of Nebraska  
3835 Holdrege Street  
Lincoln, NE 68583

Dear Dr. Jackson,

I am forwarding materials related to a proposal to delete the undergraduate Bachelor of Arts degree in Geology administered by the Department of Earth and Atmospheric Sciences in the College of Arts and Sciences. The Bachelor of Science in Geology will remain available to students and is the degree most students seek in this disciplinary area. There is one current student in the Bachelor of Arts in Geology program who will be allowed to complete the program, as is the campus norm. There are no budgetary savings associated with this deletion.

This deletion proposal has the full endorsement of the Academic Planning Committee, the Interim Executive Vice Chancellor of Academic Affairs, Interim Dean of the College of Arts and Sciences, and it has my approval. I am requesting you approve it and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

Rodney D. Bennett  
Chancellor

c: Jennifer Clarke, Chair, Academic Planning Committee  
Mark Button, Interim Executive Vice Chancellor  
Pat Dussault, Interim Dean, College of Arts and Sciences  
Clint Rowe, Chairperson, Earth and Atmospheric Sciences  
Josh Davis, Vice Chancellor Inst Strategy Ext Rel/Chief of Staff  
Renee Batman, Assistant Vice Chancellor  
Suzi Tamerius, Project Coordinator  
Karen Griffin, Coordinator of Faculty Governance  
Andrea Kessler, Executive Assistant

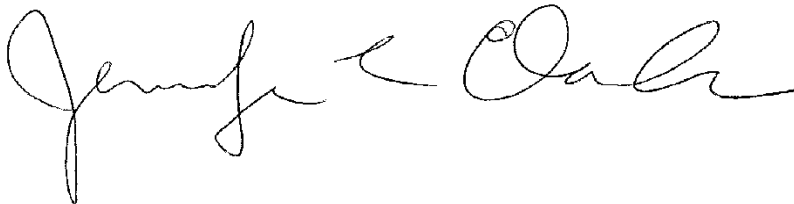
January 31, 2025

Chancellor Rodney Bennett  
201 Canfield Administration  
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to delete the undergraduate Bachelor of Arts degree in Geology. The program is administered by the department of Earth and Atmospheric Sciences in the College of Arts and Sciences. The APC voted to recommend approval of the proposal at its January 29, 2025, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Jennifer Clarke, Chair, Academic Planning Committee and Professor, Food Science and Technology

c: Interim Executive Vice Chancellor Mark Button  
Interim Dean Pat Dussault  
Professor Clint Rowe  
Vice Chancellor Josh Davis  
Assistant Vice Chancellor Renee Batman  
Project Coordinator Suzi Tamerius



**MEMORANDUM**

TO: Academic Planning Committee Chair  
FROM: Mark Button, Interim Executive Vice Chancellor  
DATE: January 27, 2025  
SUBJECT: Proposal to Delete Bachelor of Arts in Geology

Attached please find a proposal to delete the Bachelor of Arts in Geology administered by the Department of Earth and Atmospheric Sciences in the College of Arts and Sciences. The Bachelor of Science in Geology will remain available to students and is the degree most students seek in this disciplinary area. There is one current student in the Bachelor of Arts in Geology program who will be allowed to complete the program, as is the campus norm. There are no budgetary savings associated with this deletion.

The deletion proposal is supported by the Department of Earth and Atmospheric Sciences faculty, College of Arts and Sciences faculty and curriculum committees, and Acting Dean, Pat Dussault. I fully support this proposal.



DATE: January 24, 2025

TO: Mark E. Button  
Executive Vice Chancellor

FROM: Patrick Dussault   
Acting Dean, College of Arts and Sciences

Subject: Deletion of BA Degree Major in Geology

Please find attached the proposal to delete the BA Degree for the major in Geology in the Department of Earth and Atmospheric Sciences in the College of Arts and Sciences.

Due to prerequisites for courses in the major, students pursuing Geology through a BA typically earn at least 60 hours of science and math courses, qualifying them by college rule for a BS, and making the BS version of the major far more typical. The College has recommended reducing the degree options to only one version of the major for these reasons.

Currently, there is only one student pursuing Geology through the BA, and this student will be eligible to graduate in May 2025. This student will be able to complete the major as planned.

This proposal was approved in the Department of Earth and Atmospheric Sciences prior to submission to the College of Arts and Sciences for approval. The CAS Curriculum and Advising Committee met on October 31, 2024, and unanimously approved this proposal. This was presented for approval to the college faculty at our regularly scheduled fall faculty meeting on December 12, 2024, and received unanimous approval.

I support this proposal.

# University of Nebraska-Lincoln

## Deletion of Undergraduate Major or Degree

### I. Descriptive Information

<b>Name of Institution Proposing Deletion of Major or Degree</b>
University of Nebraska-Lincoln
<b>Name of Current Major or Degree</b>
Geology
<b>Degree Currently Awarded to Graduates of the Program</b>
BA
<b>Major or Degree is Currently Offered</b>
<input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance)
<b>CIP Code: 6 digit</b>
40.0601
<b>Subject Code: 4 characters</b>
GEOL
<b>Administrative Units for the Major or Degree</b>
College of Arts and Sciences and Department of Earth and Atmospheric Sciences
<b>Program leads to licensure or certification</b>
<input checked="" type="checkbox"/> no <input type="checkbox"/> yes    If yes, explain:
<b>Proposed Date for Deletion of Major or Degree</b>
Upon approval
<b>Major or Degree End Date</b>
Fall 2030

### II. Details

#### A. Justification for Deletion of the Major or Degree

Due to prerequisites for courses in the major, students pursuing Geology through a BA typically earn at least 60 hours of science and math courses, qualifying them by college rule for a BS, and making the BS version of the major far more typical. The College has recommended reducing to only one version of the major for these reasons.

#### B. Plan for Implementation of the Deletion of the Major or Degree

##### 1. Current Students

Currently, there is only 1 student pursuing Geology through the BA, and this student will be eligible to graduate in May 2025. This student will be able to complete the major as planned.

##### 2. Current Faculty and Curriculum

No faculty members are assigned specifically to the BA program. BA curriculum is taught concurrently with BS curriculum.

3. Impact on other units and programs  
None
4. Impact on Course Subject Codes  
None
5. Budgetary Savings associated with the change  
None
6. Budget Projections [include Table 1 and Table 2]  
No additional expenses will be incurred because of these changes.

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM  
DELETION OF GEOLOGY B.A. MAJOR**

	(FY2025) Year 1		(FY2026) Year 2		(FY2027) Year 3		(FY2028) Year 4		(FY2029) Year 5		Total	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
<b>Personnel</b>												
Faculty	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Professional	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Graduate assistants	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Support staff	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Operating</b>												
General Operating		\$0		\$0		\$0		\$0		\$0		\$0
Equipment		\$0		\$0		\$0		\$0		\$0		\$0
New or renovated space		\$0		\$0		\$0		\$0		\$0		\$0
Library/Information Resources		\$0		\$0		\$0		\$0		\$0		\$0
Other		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
<b>Total Expenses</b>	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

CCPE; 11/19/08



**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**

**DELETION OF GEOLOGY B.A. MAJOR**

	FY(2025) Year 1	(FY2026) Year 2	(FY2027) Year 3	(FY2028) Year 4	(FY2029) Year 5	<b>Total</b>
Reallocation of Existing Funds	\$0	0	0	0	0	\$0
Required New Public Funds	\$0	0	0	0	0	\$0
1. State Funds	\$0	0	0	0	0	\$0
2. Local Tax Funds (community colleges)	\$0	0	0	0	0	\$0
Tuition and Fees	\$0	\$0	\$0	\$0	\$0	\$0
Other Funding	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue</b>	\$0	\$0	\$0	\$0	\$0	\$0

CCPE; 11/19/08



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Proposal to establish a Graduate Certificate, Emergency Nurse Practitioner, to be administered by the College of Nursing at the University of Nebraska Medical Center (UNMC)

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

The College of Nursing (CON) at the University of Nebraska Medical Center (UNMC) proposes to establish an advanced practice specialty Emergency Nurse Practitioner (ENP) program. This program will help address the critical shortage of emergency care providers in Nebraska, specifically in underserved areas. The ENP certificate is designed to provide nurse practitioners (NPs) who work in emergency care settings with the knowledge and skills to deliver safe and competent care. The proposed program is a 16-credit online and in-person hybrid program. Students will complete didactic, clinical, and practicum courses.

### **BACKGROUND INFORMATION**

Section 2.9 of the Bylaws of the Board of Regents provides that, "No curriculum leading to a degree or certificate shall be adopted...without the approval of the Board."

### **RECOMMENDATION**

The President recommends approval.



December 13, 2024

David S. Jackson, Ph.D.  
Interim Executive Vice President and Provost  
University of Nebraska System  
[djackson@nebraska.edu](mailto:djackson@nebraska.edu)

Dear Provost Jackson,

I am writing to support the creation of the Emergency Nurse Practitioner (ENP) Certificate Program at the University of Nebraska Medical Center (UNMC). This program will address critical shortages in emergency healthcare, particularly in underserved areas of Nebraska, by equipping Family Nurse Practitioners (FNPs) with advanced skills and knowledge to deliver high-quality care.

The 16-credit hybrid program, aligned with the American Academy of Emergency Nurse Practitioners (AAENP), is consistent with UNMC's mission of transforming lives and meets the demonstrated demand for specialized emergency care providers.

This innovative program will enhance healthcare delivery statewide and establish UNMC as a leader in advanced emergency nursing education. We have reviewed and approved the proposal and request your review, approval by the Chief Academic Officers, and presentation to the Board of Regents.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Dele Davies'.

H. Dele Davies, MD, MS, MHCM  
Interim Chancellor



December 13, 2024

H. Dele Davies, MD  
Interim Chancellor, University of Nebraska Medical Center

Dear Chancellor Davies:

I am writing to support the creation of the Emergency Nurse Practitioner (ENP) Certificate Program at the University of Nebraska Medical Center (UNMC). This innovative program, proposed by the College of Nursing, will fill a critical gap in emergency healthcare services, particularly in underserved areas across Nebraska.

The ENP program is a forward-thinking initiative designed to equip Family Nurse Practitioners (FNPs) and FNP students with the advanced skills and specialized knowledge necessary for delivering high-quality, competent emergency care. With a curriculum validated by the American Academy of Emergency Nurse Practitioners (AAENP), this program will advance the standard of care while addressing the growing shortage of emergency care providers.

Several factors make this program essential:

- Meeting Workforce Needs: Nebraska faces a shortage of emergency NPs.
- Comprehensive Education: 16-credit hybrid program
- Alignment with Institutional Goals: UNMC's mission of transforming lives.
- National and Regional Demand: Studies demonstrate strong interest and demand.

The ENP program is prepared to enhance healthcare delivery across Nebraska and establish UNMC as a leader in advanced emergency nursing education.

We have reviewed and approved this proposal. We request your review and approval.

Sincerely,

A handwritten signature in black ink that reads "Jane Meza".

Jane Meza, Ph.D.  
Interim Vice Chancellor, Academic Affairs  
University of Nebraska Medical Center



October 10, 2024

Jane Meza, PhD  
Interim Vice Chancellor for Academic Affairs  
University of Nebraska Medical Center  
985700 Nebraska Medical Center  
Omaha, NE 68198-5700

Dear Dr. Meza:

I am writing to express my support for the proposed development of an Emergency Nurse Practitioner (ENP) certificate program at the University of Nebraska Medical Center (UNMC) College of Nursing. This initiative, which has received approval from the College of Nursing Professional Graduate Nursing Affairs Committee on August 26, 2024, and the General Faculty Organization on September 16, 2024, represents a critical step forward in addressing the pressing shortage of emergency care providers in our state.

The need for this program is underscored by the results of a comprehensive needs assessment completed by the UNMC College of Nursing in early 2024. This assessment engaged hospital administrators, current nurse practitioners, recent graduates, and potential applicants to evaluate the demand for advanced emergency care training. The findings revealed that over 70% of Family Nurse Practitioner (FNP) students nearing graduation anticipate employment in emergency care settings, despite lacking formal training in this specialty. Moreover, 177 out of 221 surveyed nurse practitioners in Nebraska expressed a strong interest in attending a post-graduate ENP certificate program if it were available at UNMC. This overwhelming demand highlights the critical need for specialized training in emergency care to meet the evolving needs of Nebraska's healthcare system, particularly in rural and underserved areas.

The proposed ENP program is a 16-credit post-graduate certificate that will be completed over a 12-month period. The program is designed with a hybrid structure, combining online didactic instruction with hands-on practicum, simulation, and clinical experiences in diverse emergency settings across Nebraska. This comprehensive approach ensures that our graduates are not only academically prepared but also possess the practical skills required for the dynamic and high-pressure environment of emergency care.

The CON was recently awarded a \$122,376 grant from Women Investing in Nebraska for the development of the ENP program; additionally, funds of approximately \$48,000 were approved to be reallocated to the development and support of the ENP program.

Jane Meza, PhD  
October 10, 2024  
Page Two

The proposed advanced specialty ENP program will obtain validation through the American Academy of Emergency Nurse Practitioners (AAENP), the representing professional organization. The ENP program will also comply with the UNMC CON national accreditation standards.

Moreover, the program has been thoughtfully designed to support the University of Nebraska's Five-Year Strategy by addressing the urgent workforce needs in Nebraska, particularly in rural and underserved areas. The ENP program will also foster inclusivity by recruiting a cohort of students, with a focus on supporting underrepresented groups in advanced nursing education. This commitment will ensure that our graduates reflect the communities they serve and are prepared to deliver culturally competent care.

In conclusion, the development of the ENP program is not only aligned with UNMC's mission to transform lives through premier educational programs and high-quality healthcare but also supports the broader strategic goals of the University of Nebraska. I am confident that this program will play a pivotal role in strengthening Nebraska's healthcare system and look forward to your support in advancing this important initiative.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Lepaine Sharp-McHenry". The signature is fluid and cursive, with the first name "Lepaine" being the most prominent.

Lepaine Sharp-McHenry, DNP, RN, FACDONA  
Dean and Professor  
[lmchenry@unmc.edu](mailto:lmchenry@unmc.edu)

# University of Nebraska Medical Center New Program

## I. Descriptive Information

<b>Name of Institution Proposing New Program</b>
University of Nebraska Medical Center (UNMC) College of Nursing (CON)
<b>Name of Proposed Program</b>
Emergency Nurse Practitioner (ENP) Certificate Program
<b>Degree to be Awarded to Graduates of the Major</b>
Post-graduate certificate (PGC)
<b>Other Majors or Degrees Offered in this Field by Institution</b>
UNMC College of Medicine UNMC College of Allied Health Professional Physician Assistant Program – Does not have a specialized emergency medicine program. UNMC College of Nursing NP Tracks: Family Nurse Practitioner, Adult-Gerontology Acute and Primary Care, Pediatric Primary and Acute Care, Psychiatric Mental, Women’s Health. –There are no specialized emergency medicine care programs.
<b>CIP Code</b> <a href="#">[view codes]</a>
Emergency NP CIP Code 51.3816 (Emergency Room/Trauma Nursing)
<b>Subject Code</b>
NRSG
<b>Administrative Units for the Program</b>
The degree will be administered and housed within by the College of Nursing (CON), University of Nebraska of Nebraska Medical Center (UNMC)
<b>Proposed Delivery Site</b>
Hybrid Program
<b>Program will be Offered</b> <i>[full program, not individual courses]</i>
<input type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input checked="" type="checkbox"/> Both (on-campus and distance)
<b>Date Approved by the Governing Board</b>
<i>[leave blank]</i>
<b>Proposed Date the New Program will be Initiated</b>
Spring 2026

## II. Details

### A. Purpose of the Proposed Program

The College of Nursing (CON) at the University of Nebraska Medical Center (UNMC) proposes to establish an advanced practice specialty program as a post-graduate certificate titled Emergency Nurse Practitioner (ENP)

Program. The program will seek validation through the American Academy of Emergency Nurse Practitioners (AAENP).

The CON is committed to addressing the critical shortage of emergency care providers in Nebraska, specifically underserved areas, by developing an innovative ENP certificate program. This forward-thinking initiative is designed to equip Family Nurse Practitioners (FNPs) and FNP students with the advanced knowledge and specialized skills essential for delivering competent high-quality emergency care. By expanding the capabilities of FNPs through this certificate program, we will not only enhance the competency of emergency care providers but also significantly increase access to emergency services across Nebraska, particularly in underserved areas and expand Nebraska's workforce.

## **B. Description of the Proposed Program**

### Structure:

The CON proposes to develop a validated advanced specialty post-graduate ENP certificate program tailored to provide nurse practitioners (NPs) who work in emergency care settings with the knowledge and skills to deliver safe and competent care. The proposed ENP certificate program is a 16-credit hybrid program delivered over three consecutive semesters, completed in 12 months (Table 1). The program will require students to complete didactic, clinical and practicum courses. Didactic education delivery will primarily online via distance learning with both asynchronous/synchronous learning with planned seminars, guest lectures and collaborative learning. Clinical and practicum content will be on-campus and through the utilization of clinical practice sites in Nebraska. Participants of the ENP program will be required to attend on-campus education once every semester for all three semesters totaling 60 hours across the duration of the program. This will provide innovative and immersive learning through hands-on skills, objective structured clinical examinations (OSCEs), high-fidelity simulation, and integration of advanced technology such as artificial intelligence and virtual reality. Students will also be required to complete a minimum of 360 hours of direct supervised clinical hours through clinical partners. Students will be evaluated for competency through multiple modalities in the program including examinations, scholarly projects, case studies, OSCEs, self, peer, faculty, and preceptor evaluations of the student completed at regular intervals through program completion. The plan of study and courses for the proposed program have been reviewed and approved by the Professional Graduate Nursing Affairs Committee on August 26, 2024 (See Appendix A, Letter of Support – Dr. Lepaine Sharp-McHenry, Dean College of Nursing) and the Graduate Faculty Organization on September 16, 2024 (See Appendix A).

### Objectives:

The mission of the ENP program is to prepare ENP participants through didactic and clinical knowledge required to provide safe and competent emergency care across the lifespan, acuity continuum, and providing life-stabilizing interventions when indicated. The ENP participants will develop competency with advanced diagnostic reasoning, risk stratification, and medical decision across the lifespan incorporating trajectory of acuities in the context of the patient's developmental stage. Comprehensive curricula and sequencing are designed to support ENP-specific knowledge, domains, and competencies to prepare graduates for national ENP practice and certification. Nationally, ENP programs are not individually accredited but evaluated by the representing professional organization. Specific to ENP practice, the respective professional organization is the American Academy of Emergency Nurse Practitioners (AAENP). To ensure quality education, the ENP program will obtain validation from AAENP. An official validation is required to meet the education criteria for the American Academy of Nurse Practitioners Certification Board (AANPCB) certification exam and will allow graduates of the ENP program to sit for this board certification upon successful completion. The program's validation requires renewal every 5 years to allow for regular review and refinement of the program to reflect new developments within the discipline.

### Primary Student Learning Outcomes:

Emergency Nurse Practitioner graduates are sought-after for diverse emergency care settings, urgent care clinics, mobile care models, and pre-hospital care including emergency medical services (EMS). ENPs require specialized knowledge, skills, and abilities to provide emergency care across the lifespan. The primary student learning



outcomes are reflective of the ENP competencies and standards for practice while aligning with advanced-level nursing education sub-competencies and specialty competencies.

The goals of the ENP program are:

1. Graduates will deliver evidence-based care in emergency care settings with demonstrated competency in advanced clinical knowledge and skills necessary to assess, diagnose, and manage acute and life-threatening conditions in diverse patient populations across the lifespan.
2. Graduates will foster strong leadership abilities and teamwork in interdisciplinary emergency settings, enabling graduates to lead emergency response teams, advocate for patient-centered care, and collaborate effectively with other healthcare professionals.
3. Promote lifelong learning and professional development in advanced emergency nursing and engagement with emerging research and advancements in emergency medicine, ensuring that graduates remain at the forefront of the field throughout their careers.

**Core Competencies:** The proposed ENP curriculum is based on the AAENP-defined competency domains. Each domain contains specific competency performance and outcome indicators listed below:

1. Medical Screening:

- a. Performs a medical screening examination for all patients presenting for care.
- b. Obtains an appropriate history pertinent to the presenting complaint.
- c. Performs a pertinent, developmentally appropriate physical examination.
- d. Identified differential diagnoses requiring immediate intervention.
- e. Identifies the potential for rapid physiologic and/or mental health deterioration or life-threatening instability.
- f. Initiates measures to maximize patient safety throughout the emergency care encounter.
- g. Evaluates assigned triage level for appropriateness based on a medical screening examination.

2. Medical Decision Making:

- a. Formulates differential diagnoses to determine emergent versus non-emergent conditions.
- b. Prioritizes differential diagnoses using advanced clinical reasoning, with consideration of the likelihood for morbidity or mortality.
- c. Evaluates need for and results of diagnostic testing based on evidence-based recommendations to ensure patient safety.
- d. Implements clinical decision-making for management plan development.

3. Patient Management:

- a. Ensures safety of the patient and care team during delivery of emergency care.
- b. Formulates an individualized, dynamic plan of care to address the stabilization and initial treatment of emergent and non-emergent conditions.
- c. Provides emergency stabilization of patients experiencing physiologic and/or mental health deterioration or life-threatening instability.
- d. Prescribes therapies based on current, evidence-based recommendations for emergency care.
- e. Performs diagnostic, procedural, and therapeutic interventions based on current, evidence-based recommendations.
- f. Reassesses and modifies plan of care based on the dynamic patient condition (change to only one action).
- g. Optimizes patient-centered care through interprofessional partnerships and communication.
- h. Collaborates with patients, families, significant others, and healthcare teams to provide safe, effective, and individualized culturally competent care.
- i. Provides disaster and mass casualty patient management.
- j. Assesses health literacy in patients and families to promote informed decision-making and optimal participation in care.
- k. Ensures documentation of patient encounters to ensure safe transitions of patient care.

4. Patient Disposition:

- a. Develops a plan for safe, effective, and evidence-based disposition plan using shared decision-making with patients and families.
- b. Implements appropriate patient disposition responsive to demographic trends.
- c. Communicates patient information effectively to ensure safe transitions in care.
- d. Selects appropriate intra- and inter-facility patient transport modality.

5. Professional, Legal, and Ethical Practices:

- a. Incorporates current knowledge and evidence to guide practice and care delivery.
- b. Manages patient presentation and disposition in accordance with provisions of the EMTALA Provides care in accordance with legal, professional, and ethical responsibilities.
- c. Actively leads and/or participates in interdisciplinary disaster preparedness and response (change to only one action).
- d. Identifies needs of vulnerable populations and intervenes appropriately (change to only one action).
- e. Records essential elements of the patient care encounter to facilitate correct coding and billing. Integrates culturally competent care into practice.
- f. Provides family-centered care protective of vulnerable persons and populations across the life span.
- g. Documents essential elements of patient care in accordance with regulatory and institutional standards.
- h. Functions as leader, mentor, educator, and/or policy developer to advocate for and ensure delivery of equitable emergency care.
- i. Contributes to research, quality improvement, and translational science to advance the body of knowledge in emergency care.

Skills and Procedural Content:

Common skills and procedures performed by NPs within emergency care settings were identified in the most recent ENP practice analysis (PSE, 2021) and provide importance of recognitions into academic programs. In the setting of competency-based education, faculty must provide didactic knowledge to identify the need for and ability to safely perform procedures but also to assess student progression towards competence in procedural skills.

C. **Admissions**

Criteria:

Admission criteria will align with the UNMC CON admission policies as applicable. Specific to the ENP program applicants must hold a current, unencumbered license as a Registered Nurse (RN) in the state of Nebraska or in a compact state. Applicants must have a master or doctoral degree and be licensed as a FNP or must be a registered nurse with a bachelorette degree pursuing a FNP in either the master or doctoral track at the UNMC CON. Completion of graduate-level courses in advanced pathophysiology, advanced pharmacology, and advanced health assessment with a grade of B or higher. Applicants may be required to complete additional coursework in emergency care or related fields as part of the admissions process if they do not meet specific prerequisites. Applicants with experience in emergency care settings are preferred but not required. This can include nursing experience in prehospital settings, emergency medical services and transport, urgent care, emergency departments, critical access facilities, and critical care. All applicants must hold current Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Advanced Trauma Life Support (ATLS). Incoming Non-FNP certified applicants must have Trauma Nursing Core Curriculum (TNCC) with the intent on completing ATLS while in the ENP program.

Selection:

Applicants must provide three professional references, with at least one reference from a healthcare provider familiar with the applicant's clinical experience and potential for success in the ENP program. A written personal statement is required, outlining the applicant's motivation for pursuing the ENP certification and response to specific questions addressing educational and professional goals including the applicant's area of practice interest. Selected applicants will be invited for an interview. The selection process involves a holistic review of academic achievements, clinical experience, and personal qualities. Special consideration is given to those with emergency

care backgrounds, a commitment to serving underserved populations, and a dedication to rural high-quality emergency care. Faculty representing the ENP program will recommend applicants for admission to the CON Professional Graduate Nursing Affairs Committee (PGNA).

Advisors:

Upon matriculation, each ENP participant will be paired with an academic advisor. This advisor will play an integral role in the participants academic journey, ensuring correct enrollment, planning course sequences, and fulfilling the required clinical hours. Advisors will be experienced, doctorally prepared faculty members, preferably with FNP certification, to provide consistent guidance to students concurrently enrolled in both the ENP and FNP programs. The dual enrollment advising structure ensures that students meet the distinct clinical hour requirements for both the ENP and FNP components of their programs. Throughout the program, advisors will meet with participants to monitor academic progress, address any clinical challenges, and provide the necessary support for success. This proactive, continuous advising model is designed to enhance participant outcomes by offering personalized guidance from enrollment through to the completion of clinical hours and beyond. The academic advisor will also assist in navigating program policies, departmental procedures, and university regulations, ensuring that participants stay on track for successful program completion.

Recruitment:

The program will actively participate in outreach initiatives, such as attending career fairs, conducting informational webinars, and partnering with nursing organizations and other educational institutions, to attract prospective applicants. With the sparse amount of academic ENP programs, this will allow UNMC to form clinical partnerships that may allow for automatic acceptance into the UNMC ENP certificate program upon completion of an accredited FNP program outside the University of Nebraska system. Scholarships and financial aid will be offered to support participants from diverse backgrounds, with an emphasis on those who may face financial barriers to pursuing advanced education. Additionally, the first cohort of participants will be awarded a stipend as part of the Women Investing in Nebraska (WIN) Grant the CON received for the ENP program development.

Retention and Success Strategies:

To align with retention strategies within the CON, the ENP program will offer mentorship opportunities when available, pairing incoming participants with experienced NPs and faculty mentors to provide guidance, support, and professional development. Student services and access to academic success coaches can aid with tutoring, study groups, and workshops on time management and test-taking skills. These services are available to all students within the CON, with targeted support for those participants from underrepresented backgrounds. Regular check-ins with faculty advisors will ensure that students are progressing satisfactorily and have access to resources needed to succeed in the program. The program will continuously monitor participant performance and provide early intervention for those facing academic or personal challenges. Feedback from participants will be used to enhance the program’s support services and ensure an inclusive, supportive learning environment.

**D. New Courses**

There are three new didactic courses and one new clinical course that need to be implemented for the ENP program as described in Table 3. These courses are designed to comprehensively prepare participants for the challenges of emergency care, equipping them with the necessary skills and knowledge to become proficient ENPs. Each course builds on the previous one, ensuring a robust and well-rounded education in emergency nursing. There will be no impact to course subject codes with the creation of the ENP program. The CON operates under the same subject code ‘NRSG’.

Table 3: ENP Curriculum		
Course Number	Course Title & Descriptions	Credit Hours
NRSG 655	<b>Emergency Care &amp; Trauma I</b> This is the first of three didactic courses in the Emergency Nurse Practitioner (ENP) program, designed to equip students with the foundational knowledge	3

	and introductory skills necessary for providing emergency care and trauma management to patients across the lifespan and acuity spectrum.	
<b>NRSG 656</b>	<b>Emergency Care &amp; Trauma II</b> This second didactic course in the Emergency Nurse Practitioner (ENP) program is designed to expand upon the foundational knowledge and skills required to deliver emergency care and trauma management across the lifespan and acuity spectrum. The course will emphasize selected body systems, including the relevant procedures and skills essential for advanced practice in emergency settings.	3
<b>NRSG 657</b>	<b>Emergency Care &amp; Trauma III</b> As the third didactic course in the Emergency Nurse Practitioner (ENP) program, this course builds on the foundational knowledge and skills essential for delivering emergency care and trauma management across the lifespan and acuity spectrum. The focus will be on selected body systems, encompassing the relevant procedures and skills necessary for advanced practice in emergency settings.	3
<b>NRSG 658</b>	<b>Emergency Care Practicum &amp; Clinical Inquiry</b> This course integrates clinical hours throughout the three semesters of the Emergency Nurse Practitioner (ENP) program, closely aligning with the corresponding didactic content to ensure competency development. As a practicum and clinical inquiry course, it provides an invaluable opportunity for students to apply and refine their emergency care knowledge and skills across the lifespan and acuity spectrum. Students will develop and enhance their abilities in medical screening, clinical decision-making, patient management, and patient disposition, all while nurturing compassionate and professional relationships. Furthermore, this course emphasizes the application of professional, legal, and ethical principles essential for advanced emergency nursing practice in diverse healthcare settings. Upon ENP program completion, students will have completed a total of 7 credits for a total of 360 direct supervised hours and 60 non-direct practicum hours.	1-7
<b>Total Program of Study</b>		<b>16</b>

#### E. Plan of Study

Participant cohorts will begin each Spring semester, and participants will complete a plan of study with three consecutive semesters within the program over a 12-month length of study (Table 3a.). In year two, the CON is proposing the addition of a Fall start, offering a twice a year admission which will increase yearly graduates. Participants in the Fall cohort will complete plan of study with three consecutive semesters within the program over a 12-month length of study (Table 3b.). Specific sequencing has been mapped out for participants who will be dually enrolled in a Master of Nursing (MSN), Doctor of Nursing (DNP), or Family Nurse Practitioner (FNP) program.

Table 3a: Plan of Study – Proposed Schedule Post-Graduate Certificate		
SPRING START		
	<b>Course: Number and Name</b>	<b>Credits</b>
<b>Spring Y1</b>	NRSG 655 Emergency Care & Trauma I	3
	NRSG 658 Emergency Care Practicum & Clinical Inquiry (60 direct/20 indirect)	2 (variable)
<b>Summer Y1</b>	NRSG 656 Emergency Care & Trauma II	3
	NRSG 658 Emergency Care Practicum & Clinical Inquiry (120 direct/20 indirect)	2 (variable)
<b>Fall Y1</b>	NRSG 657 Emergency Care & Trauma III	3

Adapted from UNL AA-GP1 – Program Proposal Form

	NRS 658 Emergency Care Practicum & Clinical Inquiry (180 direct/20 indirect)	3 ( <i>variable</i> )
	<b>Total Credits</b>	<b>16</b>

Table 3b: Plan of Study – Proposed Schedule Post-Graduate Certificate		
FALL START		
	<b>Course: Number and Name</b>	<b>Credits</b>
<b>Fall Y1</b>	NRS 655 Emergency Care & Trauma I	3
	NRS 658 Emergency Care Practicum & Clinical Inquiry (60 direct/20 indirect)	2 ( <i>variable</i> )
<b>Spring Y1</b>	NRS 656 Emergency Care & Trauma II	3
	NRS 658 Emergency Care Practicum & Clinical Inquiry (120 direct/20 indirect)	2 ( <i>variable</i> )
<b>Summer Y1</b>	NRS 657 Emergency Care & Trauma III	3
	NRS 658 Emergency Care Practicum & Clinical Inquiry (180 direct/20 indirect)	3 ( <i>variable</i> )
	<b>Total Credits</b>	<b>16</b>

**F. Accreditation**

The baccalaureate, master’s, and doctorate of nursing practice degrees and post-graduate advanced practice registered nurse (APRN) certificates at UNMC CON are accredited by the Commission on Collegiate Nursing Education (CCNE). The college was given ten-year accreditation at the conclusion of the CCNE visit in 2018. The next CCNE site visit is scheduled for Spring 2028.

The ENP is a specialty program. National accreditors of nursing programs do not accredit specialty programs; however, specialty programs should follow the college's accreditation standards. Respective professional organizations are tasked with monitoring of these programs. The professional organization for ENP programs is AAENP, which serves as the primary reviewing body for academic ENP programs to ensure quality in ENP education. The proposed ENP program at UNMC will obtain the validation recognition required to meet the education criteria for the AANPBC certification examination. Additionally, the ENP program will incorporate the 2021 American Association of Colleges of Nursing (AACN) Essentials, assuring students receive a comprehensive and up-to-date education that meets the highest standards in nursing education and providing a solid foundation for future practice.

**G. Partnerships**

Each of our five nursing divisions spanning Nebraska border to border have collaborative clinical education relationships with medical centers, hospitals, outpatient clinics, physician networks, nursing homes and other health system facilities that allow for practical experiences for participants within the state. There are currently over 1,500 clinical agreements within and outside of Nebraska. The ENP program participants can complete required clinical hours per validation guidelines in a variety of settings that may include but are not limited to emergency departments, free-standing emergency centers, mobile integrated services, emergency medical services, and urgent cares.

**III. Review Criteria**

**A. Centrality to UNMC Role and Mission**

The proposed ENP certificate program at UNMC CON will align closely with UNMC's mission, vision, and strategic goals, reinforcing the institution's commitment to excellence in healthcare education and service.

Mission

UNMC's mission emphasizes transforming lives through premier educational programs, innovative research, and the highest quality healthcare. The ENP program supports this mission by providing advanced, specialized training for FNP's and FNP participants, equipping them with the knowledge and

Adapted from UNL AA-GP1 – Program Proposal Form

skills needed to deliver safe, high-quality, and competent emergency care. This program is an extension of UNMC's commitment to health equity and the development of a well-prepared healthcare workforce, particularly in critical and underserved areas such as emergency medicine.

### Vision

UNMC envisions itself as a world-renowned health sciences center that advances community health, prepares the best-educated health professionals, and integrates innovative healthcare solutions. The ENP program contributes directly to this vision by preparing highly skilled ENPs who will be vital contributors to the healthcare system, addressing urgent health needs, and providing leadership in emergency care settings. This program also aligns with UNMC's goal of embracing belonging and inclusion ensuring that the healthcare workforce reflects the diverse communities it serves.

### ITEACH Values

The ITEACH values—Innovation, Teamwork, Excellence, Accountability, Courage, and Healing—are foundational to UNMC's strategic plan. The ENP program embodies these values by fostering innovation in emergency care education, promoting teamwork through interdisciplinary collaboration, striving for excellence in clinical practice, and instilling a sense of accountability and courage in dealing with complex and high-stakes medical situations. The program's curriculum and training are designed to prepare ENPs who are not only clinically proficient but also capable of leading initiatives that improve patient outcomes and healthcare delivery in emergency settings.

Additionally, the development of an ENP program addresses many of the objectives listed in the *UNMC Strategic Plan* including the following:

- 1.4- Continuously evolve resources for the Interprofessional Experiential Center for Enduring Learning (iEXCEL)
- 1.5- Prepare UNMC health professionals to be lifelong learners and leaders
- 1.6- Assure UNMC Digital Campus technology and support is continually advanced for all academic units at UNMC
- 1.7- Establish additional training pathways for all UNMC Colleges and institutes
- 2.7 Utilize the UNMC Rural Health Center to assess and enhance rural Nebraska health care
- 3.1- Build relationships with our clinical partners to improve health outcomes by implementing new care models
- 3.2- Utilize interprofessional practice to provide optimal patient care environments
- 4.4 – Strengthen the Global Center for Health Security impact in research, practice, and education
- 4.5 - Promote UNMC as the multimedia information resource for rural, national, and global health
- 4.6- Strengthen state-wide programs to reduce rural and urban health care disparities

## **B. Relationship of the ENP Program to the NU Five-Year Strategy**

The proposed ENP program at the UNMC aligns closely with the University of Nebraska (NU) *Five-Year Strategy*, which emphasizes several key priorities that the ENP program directly supports. A priority focus of the *Five-Year Strategy* is addressing the urgent and growing workforce needs in Nebraska, particularly in high-skill, high-demand fields such as healthcare. Results of a needs assessment completed by the College of Nursing highlighted that 22 out of 23 responding healthcare organizations in Nebraska report current or previous provider shortages in their emergency department (Appendix C). These health care facilities utilize NPs to fill these provider shortages despite knowing many of these providers have not received formal emergency care training. Many of these facilities do not require these NPs to achieve or maintain national board certification with their ENP. Many of our rural facilities are utilizing NPs due to their unique ability to practice across diverse settings meeting the healthcare needs of their communities. The ENP program is designed to prepare NPs to meet the critical need for emergency care providers across the state, particularly in rural and underserved areas.

### Alignment with NU Five-Year Strategy:

Strategy One - Accessible, Affordable, and Attainable Education: The strategy highlights the importance of providing high-quality, affordable, and accessible education to all Nebraskans. Results of a feasibility study conducted by Encoura Eduventures Research (Appendix D) show that compared to competitor profiles, UNMC's proposed tuition and number of credit hours is on-par and competitive with public institutions' offerings (Table 3).

\*

Table 4: Competitor Profiles for Total Tuition & Cost per Credit Hour Based on AY 2024-2025			
Institution	Credits	Cost Per Credit	Estimated Total Tuition
<b>UNMC</b>	<b>16</b>	<b>\$682 (resident)/\$1231 non-resident</b>	<b>\$10,912/\$19,696</b>
Northern Colorado	16	\$910*	\$14, 560
Western University of Health Sciences	12	\$1,022*	\$12, 264
Rocky Mountain	16	\$1,202*	\$19,264
Arizona State	15	\$970 (resident)/\$1,514 (non-resident)	\$14,550/\$22,710

*Students pay the same cost per credit hour regardless of residency status*

Strategy Two – Talent Development: The ENP certificate program is competency-based and responsive to the needs of prospective employers. The ENP program provides an opportunity for FNP and FNP participants to advance their knowledge, skills, and abilities to be leaders in advanced emergency nursing by providing safe, high-quality, and competent emergency care. The remote learning platform allows participants to obtain a quality education without the need to interrupt employment commitments but allows for once a semester on-campus intensives offered through state-of-the art facilities to refine skills and competency. The ENP program is designed to train FNPs to meet the critical need for emergency care providers across the state, particularly in rural and underserved areas while developing the confidence and skills many NPs desire currently working in emergency care settings. Increased confidence, skills, and expansion of current practice abilities were among the top themes identified in the needs assessment surveying personal and work-related reasons for attending a post-graduate ENP certificate program (Appendix C).

Strategy Three - Culture, Diversity, and Inclusion: The ENP program also aligns with the NU goal of fostering an inclusive environment where diverse ideas and backgrounds are welcomed. The ENP program will foster an environment where participants feel valued and welcome. The program will continuously refine policies and procedures to support participants. The program will continuously evaluate the admissions process to promote a comprehensive approach to accepting participants into the program. By training nurse practitioners to serve in diverse communities across Nebraska, the program supports UNMC's commitment to addressing the social determinants of health, ensuring that all populations have access to high-quality emergency care. The UNMC CON is committed to providing premier nursing education programs for all students. Part of this commitment is the integration of global health practice and research through the nursing curriculum. The CON Office of Global Health Programs allows students the opportunity to participate in international experiences, delve into another's culture's health system, and expand their understanding of being a global citizen. CON faculty engage in research and scholarship around the world and aim to create lasting change in the care for all people around the globe.

Strategy Four – Partnerships: The Five-Year Strategy also underscores the importance of strategic partnerships. The ENP program will invest time in cultivating partnerships, educators, and practitioners, whenever possible, in designing and implementing instructional material. Collaborations between UNMC and healthcare institutions within Nebraska, to provide students with real-world training and

experience. Within the CON an Associate Dean for Transformational Practice and Partnerships is an innovative nurse leader who plays an instrumental role in addressing the needs and challenges of a rural population providing a vision for academic/practice partnerships. The Morehead Center for Nursing Practice serves as an advocate for CON faculty in an innovative approach: the right clinical practice can achieve work-life balance while modeling for their students' firsthand what extraordinary care looks like. The Morehead Center, clinical practice is not in addition to an academic appointment, but a mindful part of it. The Center fosters relationships between health care businesses and CON faculty to provide professional clinical coverage. The Center facilitates contracts between clinical practices and faculty. The Center supports CON faculty in seeking partnerships for community-based activities across Nebraska. These partnerships will be crucial in ensuring that graduates are well-prepared to meet the challenges of emergency medicine, thereby amplifying the impact of UNMC's educational and healthcare initiatives.

Strategy Five – Efficiency and Effectiveness: The ENP program within the CON will operate with common sense and prudence. The ENP program will be highly effective and efficient in meeting the growing needs for advanced practice professionals because of its emphasis on competency-based education. To support the development and upstart costs associated with the ENP program, \$49,000 in grant funding was reallocated from another program that is currently being sunset. Additionally, the ENP program has received an additional \$122,376 in grant funding through the Women Investing in Nebraska organization. The program is designed to leverage the University of Nebraska's existing resources to minimize program expenses. The program's effectiveness will be assessed through rigorous review procedures as required by program validation. A long-term plan will be developed to sustain and expand the projected program assets, including the faculty and information technology infrastructure. The program will maintain a 5-year rolling balanced budget.

### **C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education**

Providing a post-graduate ENP certificate is consistent with the vision and major statewide goals outlined in the Nebraska Coordinating Commission for Postsecondary Education *Comprehensive Statewide Plan for Postsecondary Education*. The proposed certificate program supports several of the statewide goals and outcomes outlined in the *Plan*, including:

Be responsive to the workforce development and ongoing training needs of employers and industries to sustain a knowledgeable, trained, and skilled workforce in both rural and urban areas of the state: The ENP plan of study is intentionally designed to elevate the role of practicing FNPs and FNP students by providing the didactic, clinical, and practicum needed to advance the level of practice in the field. The ENP certificate program aims to address the workforce expectations for nurse practitioner competencies and provides the hybrid format that allows training to any geographic region through the distance education platform.

Serve the state by preparing individuals for productive, fulfilling lives and by developing and nurturing the citizens and future leaders of Nebraska: The ENP program emphasizes the development of advanced clinical practice, education, and leadership competencies to prepare ENPs as a leader with a cross-disciplinary skill set.

Assess evolving needs and priorities in a timely manner and will be prepared to change and adopt new methods and technologies to address the evolving needs and priorities of the students and people of Nebraska: The ENP program will deliver a high-quality educational experience that demonstrates improvement in participant outcomes. For example, all learning and evaluation tools will be linked to program competencies, and participants, faculty and prospective employers will be regularly surveyed to ensure that the program's competencies are responsive to the changing health care landscape in Nebraska and nationally.

Be effective in meeting the needs of students and the state, will be efficient in its expenditure of the state's resources, and will be accountable for developing and sustaining exemplary teaching, learning, research, and public service: The program will use outside grant funding for the upstart costs; however, the ENP program is designed to leverage the existing resources of the University of Nebraska system to



minimize program expenses. Program outcomes will be assessed regularly with the goal of continuous improvement.

#### **D. Evidence of Need and Demand**

##### *Evidence of Need:*

Currently almost 80% of emergency departments (EDs) in the United States utilize NPs and physician assistants to provide care (Wu & Darracq, 2021). From 2012 to 2018, ENP numbers increased by nearly 9% (Marco et al., 2021). Between 2019 and 2022, the number of NPs working in emergency care settings increased by over 50%, totaling approximately 27,000 NPs (American Association of Nurse Practitioners 2019, 2022). It is anticipated that the ENP presence will experience an 8% annual growth rate through 2030 (Marco et al., 2021).

A survey of 23 healthcare facilities in Nebraska, including 4 general acute emergency departments, 18 critical access hospitals, and 1 categorized as "other," provided insight into their emergency care practices and staffing needs. Twenty-two of the facilities have emergency departments that care for both adults and children, and 13 hold trauma designations, including 1 Level I, 1 Level II, 2 Level III, and 14 Level IV. Current ER staffing relies on physicians, nurse practitioners (NPs), and physician associates, but 8 facilities are experiencing ER provider shortages, with 7 others having faced recent shortages. Notably, 18 out of 23 facilities do not require NPs to maintain national board certification for working in the ER, while 4 were unsure of certification requirements.

Support for the development of an ENP program is strong, with 22 out of 23 facilities expressing a willingness to offer scholarships, tuition assistance, pay increases, retention bonuses, or employment for NPs who successfully complete the program. Facilities anticipate utilizing ENPs across 18 critical access ERs, 3 general acute ERs, 6 urgent care centers, and 2 emergency medical services settings. Additionally, 15 facilities expressed clear intent to hire ENP graduates. Clinical partnerships for ENP student rotations are also promising, with 9 facilities confirming willingness to serve as partners and 12 considering it depending on census levels and case exposure. Letters of support from stakeholders, prospective students, and current NPs working in emergency care setting (Appendix E) and the Dean of the College of Nursing (Appendix A) provide further supporting evidence for the value of an ENP certificate program.

Recent or soon to be graduating UNMC FNPs and students were surveyed. Forty-three current students and one recent graduate revealed a strong interest in emergency care employment and post-graduate certification. Sixteen respondents plan to work in critical access emergency rooms (ERs), 6 in general acute ERs, and 9 in urgent care settings. Additionally, 45-65% anticipate employment that will require them to provide services in various emergency care settings. In terms of further education, 34 out of 44 surveyed have considered obtaining a post-graduate certificate in emergency care, and 39 expressed interests in completing an ENP program at UNMC if it was offered. Of these 39 ENP prospects, 16 are hoping to do so concurrently with their FNP studies. Furthermore, 29 respondents plan to attend the program within a year of graduation, and 36 agreed they would be willing to participate in on-campus intensives each semester. Prospective FNP participants were also screened during their admission interviews. Among 36 interviewed students for FY24, twenty-three of the participants expressed interest in an ENP program and confirmed they would attend if UNMC offered this specialty track.

##### *Evidence of Demand:*

In terms of demand, the results were equally compelling. A survey of 221 Nurse Practitioners (NPs) in Nebraska, including Family Nurse Practitioners (FNPs), Adult-Gerontology NPs, Pediatric NPs, Psychiatric-Mental Health NPs, and other specialties, revealed diverse practice areas. The respondents primarily work in primary care (83), urgent care (45), general ER (56), critical access ER (50), hospitalist roles (57), and other settings (39). Of the respondents, 145 NPs reported experience in an emergency care setting, but only 20 hold national board certification as an Emergency Nurse Practitioner (ENPs). This is concerning because emergency care demands specialized skills due to high acuity, variety and unpredictability of cases and with lack of formal emergency care training and board certification, the competency of NPs working in these areas is uncertain. As the ENP role

evolves there are many employers moving to requiring an NP to have their ENP to work in their emergency care setting from a medicolegal perspective. NPs who do not have their ENP working in an emergency care setting are working outside of their training, education and certification. Of the 20 NPs holding national board certification in Nebraska, eight achieved this through portfolio, 4 through academic programs, and 1 through a fellowship. Of the 145 NPs that work in an emergency care setting, half of the respondents (103) work in critical access or rural emergency department where they are often a sole, independent provider, which highlights the need for formal emergency care training in our state to supply high-quality and competent emergency care providers. Interest in further education was high, with 109 out of 220 NPs having considered a post-graduate ENP certificate program. Specifically, 178 out of 220 respondents (120 "yes" and 58 "maybe") expressed interest in an ENP program developed by UNMC. Additionally, 188 NPs would attend on-campus intensives each semester, and 136 are willing to complete required clinical hours, especially if these hours can be completed within their communities.

The CON obtained a feasibility study completed by Encoura Eduventures Research exploring an ENP graduate certificate program which provides valuable insights into the program's viability. The competitive analysis showed that institutions offering ENP certificates employed a hybrid format with some on-campus sessions. While enrollment numbers are relatively small, the ENP field is growing, and competitors like Arizona State University and Western University of Health Sciences have started offering similar programs. Additionally, national, and regional labor market data reveal sturdy growth projections for nurse practitioners, with an anticipated 41% national increase and 35% regional increase by 2034. This growth, coupled with the increasing need for specialized emergency care skills, underscores the potential demand for such a program. UNMC's proposal for a hybrid ENP certificate program is well-positioned in terms of affordability compared to private peers. However, the report advises caution with enrollment projections and suggests streamlining on-campus requirements to attract a wider range of students. UNMC can also pursue partnerships with Universities outside of NU that may allow for FNP students to have auto-acceptance into the UNMC ENP program or potentially allow for a concurrent enrollment while completing their FNP at an outside eligible FNP program. Overall, the feasibility study supports moving forward with the program, emphasizing the need to clearly communicate the career benefits and value proposition to prospective students to ensure successful enrollment.

#### **E. Avoidance of Unnecessary Duplication**

To ensure the proposed Emergency Nurse Practitioner (ENP) program at UNMC does not unnecessarily duplicate existing programs, a thorough examination of similar programs within UNMC, the University of Nebraska system, and comparable programs regionally and nationally is essential.

##### University of Nebraska Medical Center and University of Nebraska:

*UNMC already offers various NP programs including tracks for Family, Adult-Gerontology, and Pediatric care training.* However, none of these programs specifically focus on emergency care, which involves unique competencies and training for patients presenting to emergency care settings with diverse and undifferentiated presentations across the lifespan and acuity continuum, providing stabilizing emergency care. The ENP program will address the educational gap for family nurse practitioners and students by offering a specialized curriculum designed to equip nurse practitioners with the skills necessary for emergency settings, especially in rural settings and critical access hospitals.

Across the University of Nebraska system, while there are healthcare-related programs, none are explicitly designed to prepare nurse practitioners for emergency care at the graduate level. This distinction ensures that the ENP program will provide a unique educational offering that complements rather than duplicates existing programs within the system.

##### Regional and National Programs:

**Regional Comparisons:** Regionally, neighboring states like Wyoming, South Dakota, Colorado, Iowa, Kansas, and Missouri offer advanced nursing programs with NP tracks, only one offers the ENP specialty program. This is the University of Northern Colorado in Greeley, Colorado. The next nearest programs include Rocky Mountain University of Health Professionals in Utah, University of South Alabama, University of Texas, Samford University in Alabama, and Loyola University in Illinois. The healthcare

needs in Nebraska, especially in rural and underserved areas, require a targeted approach to emergency care that regional and national programs may not fully address. Nationally, several universities offer Emergency Nurse Practitioner programs, but these are typically concentrated in larger, urban centers. The proposed ENP program is designed to meet Nebraska's specific needs, ensuring that it serves a unique role within the regional and national educational landscape.

#### **F. Adequacy of Resources:**

##### Faculty and Staff Resources:

The CON faculty is actively engaged in teaching, research, practice, and service. The 145 faculty members in the college include 13 tenure track faculty, 50 clinical track faculty, 72 emeritus faculty, and 57 adjunct faculty. There are 11 endowed chairs. In addition to faculty, the college has 72 full-time staff.

The ENP certificate program will be supported by a Program Director, existing CON faculty that are ENP board certified, and administrative support personnel. Recruitment of ENP board certified faculty will be evaluated as the program's enrollment evolves. The program's funding model includes a dedicated Program Director housed in the CON Western Division Campus. The CV of the projective Program Director is included as Appendix F. In addition, dedicated administrative staff will help to support the program through the CON. Administrative staff are located across all five CON campuses who provide support in all areas of student services, administrative assistance, distance learning, online testing, technical support, research, and grants. Additionally, within the student services department, the CON offers academic success coaches across all campuses that can help with study skills, test taking strategies, school/life balance, and navigating challenges in and out of the classroom. The administration staff within the CON will manage recruitment and admission processes. There is instructional technology support housed within the college as well as in the UNMC IT department. The CON Office of Academic Programs will support the program in validation, accommodations, remediation, curriculum mapping, and assessment best practices.

##### Instructional Equipment, Informational and Library Resources:

Given the hybrid delivery of the program, the resources of the Leon S. McGoogan Health Sciences Library will be vitally important. As one of the nation's major health science libraries, it serves the information needs of UNMC students, faculty, and staff, as well as licensed Nebraska health professionals and residents of the state. The library provides timely access to high quality collections of print and electronic materials, including over 42,000 print volumes and an extensive collection of anatomical models. The library website serves as the gateway to electronic information resources. Online journals, books, bibliographic and other databases are available, and many resources may be accessed using mobile devices. Online resources include nearly 39,000 journal titles and nearly 69,000 full-text books. Librarians are available to assist with the use of the library and its collections, including assistance developing search strategies for the online databases, completing online searches, authorship level of participation in preparation of systematic reviews on request, retrieving factual information and verifying citations, and storing online references using bibliographic management software. In addition, the library offers one-on-one or group instruction in locating and managing information. Requests for these services may be submitted in person, by telephone or email, or sent via text or chat. The E-Gallery houses an ever-expanding library of e-Learning modules available to students anytime and anywhere.

In recent years, the UNMC has made significant investments in technology to support the growing demand for distance education, to facilitate curriculum revision, including "flipped classroom" and hybrid delivery models, and to provide students opportunities for hands-on learning through simulation training. Audio visual (AV) and information technology (IT) components totaling more than \$875,000 have been purchased and installed in Bennett Hall, Wittson Hall, and the Michael F. Sorrell Center for Health Science Education. The College of Allied Health Professionals (CAHP) has a Director of Distance Education who is available to train and support the faculty with distance learning pedagogy, and CAHP offers online courses exploring learning theory, best practices in teaching, the design and application of educational research, and investigation of the uses of instructional technology in health professions education and distance learning.

There are many other resources available to faculty including the UNMC's Office of Academic Affairs' Interactive e-Learning Program and the Go2Knowledge online training platform. The Interactive e-Learning Program has a mission to inspire, guide and support faculty, staff, and student partners in the creation of engaging digital

experiences for diverse audiences. Through the program, faculty have created hundreds of e-Learning modules which serve as open-access resources for teaching and learning. The Go2Knowledge online training platform is designed to provide on-demand instruction for the on-the-go learner. The platform offers a wide variety of training options from 6 different categories, including technology & online learning, student success, teaching & learning, student populations, institutional effectiveness, and campus safety & security.

Physical Resources:

The **Davis Global Center/iEXCEL** is a state-of-the art 192,000 square foot simulation facility allowing for a transformational program with an innovative model for healthcare education, training, and research. The **Sorrell Simulation** lab is a 7,750 square foot facility offering an interdisciplinary environment used to enhance clinical skills through simulation and observed structured clinical examinations. Additionally, University of Nebraska at Kearney and UNMC have partnered for the development of the **UNK-UNMC Rural Health Education Building**, a cutting-edge facility that will grow the state's rural health care workforce and help communities thrive. This will be a 110,000 square foot facility with targeted completion late 2025, occupancy early 2026. These physical facilities will serve as the site for on-campus intensives for the ENP program. The ENP certificate will be administered on the UNMC Western Division Nursing campus in Scottsbluff and will include the Director's office and faculty office space. These offices and conference rooms are conducive to work associated with planning, scholarly activities, and student counseling. These areas are equipped with all necessary technology for providing synchronous and asynchronous distance education.

Budget Projections:

The ENP program has planned its staffing, operational costs, and educational resources based on projected growth and external funding. Faculty needs are aligned with revised workload standards, with FTE projections increasing from 0.66 in FY1 to 1.17 by FY5 as student enrollment grows and the program transitions to twice-yearly admissions. Support staff costs will also increase incrementally, with 0.1 FTE allocated in FY3 and rising to 0.15 FTE by FY4 to meet expanding administrative demands. Initial operating expenses include travel to Omaha for OSCEs and simulations, faculty development, and marketing efforts. In FY1, marketing will peak at \$22,500, while simulation activities through the IEXCEL Center will incur costs starting at \$5,468 in the first year, increasing annually by 10%. Additionally, \$60,000 in grant funding will be allocated for critical equipment and supplies to support hands-on student training. The ENP program is currently exploring a license and subscription with SonoSim that would allow ENP participants to check-out individual equipment to continue competency development at home and via distance. Through this external grant funding, allocations of \$1,500 stipends per student in the first cohort, totaling \$15,000. Another \$3,500 from the grant will support guest speakers, workshops, and supplemental learning activities. These strategic allocations ensure the program's alignment with academic standards and the evolving needs of students across five fiscal years. For detailed expense projections, see Table 1: ENP Program Projected Expenses and to Appendix G for expense narrative

The ENP program received \$122,376 in October 2024 from the Women Investing in Nebraska Grant, along with \$49,000 reallocated from a sunset program within the College of Nursing. The program aims to admit 10 resident students in FY1, with tuition rates starting at \$702 per credit and growing by 3% annually. Twice-yearly admissions will begin in FY3, gradually increasing participants until reaching 15 students per cohort. Aligning with the CON, a course fee of \$75 per semester will be obtained which can cover material and resources for course delivery, software licenses, digital tools, and supplemental learning materials. Comparable to other programs within the CON, a laboratory fee of \$155 will be applied to each clinical and practicum course (three total) in the ENP program. These laboratory fees specifically related to NRSG 658 support hands-on training by covering the costs of equipment, consumables, and simulation tools needed for practical learning. See Table 2: Revenue Sources for Projected Expenses and Appendix H for revenue narrative

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**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**

	(FY 2025-2026) Year 1		(FY 2026-2027) Year 2		(FY2027-2028) Year 3		(FY2028-2029) Year 4		(FY2029-2030) Year 5		Total	
<b>Personnel</b>	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
Faculty <sup>1</sup>	0.66	\$102,946	0.75	\$120,493	1.07	\$177,061	1.17	\$199,417	1.17	\$205,399	1.17	\$805,316
Professional												\$0
Graduate assistants											0	\$0
Support Staff <sup>2</sup>					0.1	\$9,684	0.15	\$15,411	0.15	\$15,873	0.15	\$40,968
Subtotal	0.66	\$102,946	0.75	\$120,493	1.17	\$186,745	1.32	\$214,828	1.32	\$221,273	1.32	\$846,285
<b>Operating</b>												
General Operating <sup>3</sup>		\$30,925		\$18,020		\$19,063		\$19,820		\$20,215		\$108,043
Equipment <sup>4</sup>		\$60,000				\$10,000		\$12,500		\$12,500		\$95,000
New or renovated space <sup>5</sup>		\$5,468		\$9,024		\$19,848		\$21,816		\$23,994		\$80,150
Library/Information Resources <sup>6</sup>		\$1,320		\$1,584		\$3,036		\$3,564		\$3,960		\$13,464
Other <sup>7</sup>		\$18,500		\$3,500		\$7,000		\$7,000		\$7,000		\$43,000
Subtotal		\$116,213		\$32,128		\$58,947		\$64,700		\$67,669		\$339,657
<b>Total Expenses</b>	0.66	\$219,159.14	0.75	\$152,621.29	1.17	\$245,692.04	1.32	\$279,527.56	1.32	\$288,941.50	1.32	\$1,185,941.54

**FOOTNOTES are for guidance only. Please provide your own footnotes where appropriate and delete ours.**

<sup>1</sup> See Appendix G

<sup>2</sup> See Appendix G

<sup>3</sup> See Appendix G

<sup>4</sup> See Appendix G

<sup>5</sup> See Appendix G

<sup>6</sup> See Appendix G

<sup>7</sup> See Appendix G

NOTE: All items requiring explanation may be included on Appendix G

CCPE; 11/19/08

## Appendix G

### Projected Expenses Narrative

#### Faculty

Faculty for the prospective ENP program are housed within the College of Nursing (CON) on the Western Division (WND) campus. Faculty needs have been calculated using the CON Faculty Workload Standards and Guidelines, which were revised in February 2024. Salary projections are based on the compensation for a doctorally-prepared clinical assistant professor, with a benefits package of approximately 29.9% and a 3% annual salary increase. Below is a summary of the faculty full-time equivalent (FTE) projections by fiscal year (FY).

In FY1, an FTE projection of 0.66 is required to support program operations. This allocation covers the coordination of both didactic and clinical courses, didactic teaching, the program specialty coordinator role, and clinical group monitoring. Additionally, new course development will receive FTE support during FY1. This projection is sufficient for managing 10 students, with the academic year consisting of two semesters.

In FY2, the FTE projection will increase to 0.75 to accommodate the coordination of didactic and clinical courses, didactic teaching, program specialty coordination, and clinical group monitoring. Additional FTE will be allocated for new course development during the fall semester. Student enrollment will increase to 12 students, with one cohort continuing throughout the year.

By FY3, the FTE projection will rise to 1.07 to support increased enrollment and the introduction of twice-a-year admissions. This projection will continue to cover course coordination, teaching, program leadership, and clinical monitoring responsibilities. With student enrollment increasing to 23 students, additional faculty will need to be hired by FY3 to manage both the expanded cohort and the new admission cycle.

In FY4, an FTE projection of 1.17 will be needed to manage the coordination of courses, teaching, and clinical supervision. The twice-a-year admission cycle will continue, and student enrollment is expected to increase to 27 students. The additional FTE will ensure that both the academic and clinical components remain well-supported.

For FY5, the FTE projection will remain at 1.17 to sustain the ongoing needs of the program. With student enrollment growing to 30 students and the twice-a-year admission cycle in place, the FTE allocation will continue to support course coordination, teaching, program leadership, and clinical group monitoring.

This strategic increase in FTE across the first five years ensures that the ENP program remains aligned with student growth, curriculum demands, and the academic standards set by the College of Nursing.

## **Personnel**

The College of Nursing (CON) will absorb the cost of support staff in FY1 and FY2 as the ENP program establishes itself and gradually increases student enrollment. During these initial years, the program will prepare for expansion to a twice-a-year admission model, ensuring a smooth transition with sufficient administrative support.

In FY3, the ENP program will allocate 0.1 FTE for support staff, covering essential services such as Student Services, Admissions, Finance Operations, and Academic Success Coaching. This allocation ensures that students receive adequate academic and administrative support as enrollment increases and the program adopts the new admission cycle.

By FY4 and FY5, the ENP program will further expand the support staff allocation to 0.15 FTE to accommodate the growing student population. This increase will ensure continued support across student services, admissions, finance, and academic success initiatives, maintaining the high standards of student care and operational efficiency as enrollment stabilizes at higher levels.

## **General Operating Expenses**

The general operating expenses for the ENP program include faculty travel for on-campus Objective Structured Clinical Examinations (OSCEs) and simulations at the Global Davis Center, as well as fees for program validation and administration. Faculty members are based at the Western Division Campus, which currently lacks the necessary facilities to host on-campus intensives, requiring faculty travel to other campuses. Below is a breakdown of the projected expenses by fiscal year (FY).

In FY1, the program will incur a one-time \$2,000 fee to the CCNE for adding the post-graduate APRN certificate program and a \$2,000 validation fee to the AAENP, which is renewable every five years. Faculty will need to travel from Scottsbluff, NE, to Omaha, NE, for two trips, each involving a 898-mile round-trip at a reimbursement rate of 25¢ per mile, totaling \$225. Lodging costs are estimated at \$125 per night, with four nights required per trip, for a total of \$1,000. Meal expenses are projected at \$50 per day, totaling \$300 for both trips. Faculty development expenses include \$2,000 for continuing education, which can cover conference registration, travel, lodging, and meals, along with \$175 for annual ENP faculty membership dues. Marketing expenses for the first year are expected to be \$22,500, supported by grant funding, which will cover website creation, promotional videos, conference exhibits, and outreach efforts. Projected textbooks and teaching supplies in the ENP program are not offered through the McGoogan Library and desk copies are not available from the publisher. Anticipated textbooks will cost around \$500 per faculty in the ENP program. The total operating expenses for FY1 are estimated at \$30925.



In FY2, travel expenses will increase as two faculty members will need to make three trips to Omaha for campus activities. The 898-mile round-trip at 25¢ per mile will total \$1,347. Lodging costs are expected to rise slightly to \$127.75 per night, amounting to \$3,066 for four nights per trip. Meals are estimated at \$51.50 per day, totaling \$947 for three days of travel across the three trips. Faculty development expenses will remain at \$2,000 for continuing education, while membership dues will increase slightly to \$180. Marketing expenses will decrease to \$10,000 to support ongoing website maintenance, social media campaigns, conference exhibits, and outreach initiatives for upcoming admissions. Projected textbooks for FY2 is \$500. The total operating expenses for FY2 are projected to be \$18020.

In FY3, operating expenses will account for two faculty members traveling twice per semester to accommodate biannual admissions. Travel costs for 898 miles round-trip, across three semesters, will total \$2,694. Lodging expenses will increase to \$136.25 per night, amounting to \$6,540 for four nights per trip. Meals are estimated at \$54 per day, totaling \$1,944 for three days of travel each semester. Continuing education expenses will increase to \$2,200, and membership dues will rise to \$185. Marketing expenses are projected to decrease to \$5,000, focusing on website maintenance, social media outreach, press releases, and conference exhibits. Projected textbooks and teaching material is \$500. The total operating expenses for FY3 are estimated to be \$19063.

In FY4, travel and lodging expenses will remain consistent with FY3, with travel costs of \$2,694 and lodging estimated at \$140 per night, totaling \$6,720. Meals are projected at \$56 per day, amounting to \$2,016. Faculty development funding will remain at \$2,200, with professional membership dues increasing to \$190. Marketing expenses will stay at \$5,000 for website maintenance, social media outreach, press releases, and exhibits. Project textbook and teaching material is projected \$1000 – new editions are anticipated for FY4. The total operating expenses for FY4 are expected to be \$19820.

In FY5, travel expenses for faculty will remain consistent at \$2,694 for three semesters of travel. Lodging costs will increase slightly to \$140 per night, totaling \$6,912 for four nights per trip. Meal expenses will rise to \$58 per day, amounting to \$2,016 for the year. Continuing education expenses will increase to \$2,400, and membership dues will rise to \$195. Marketing expenses will continue at \$5,000 to support outreach efforts. The projected textbook and teaching materials are anticipated \$500. The total operating expenses for FY5 are projected to be \$20215.

## **Equipment**

In FY1, \$60,000 will be allocated for the purchase of essential equipment and supplies that are not available or provided by the IEXCEL Center. This funding, made possible through an external grant, will ensure the ENP program is equipped with critical tools to enhance student learning

and clinical training. These purchases may include high-fidelity simulation task trainers, suturing kits, airway management equipment, central line insertion kits, and consumable supplies such as IV tubing and wound care materials. The ENP program is exploring SonoSim, which is currently used at the IEXCEL center. The ENP program would purchase individual trainers that could be checked-out to student during their academic year. This investment will support hands-on skill development, ensuring students are prepared for real-world emergency scenarios.

### **New or Renovated Space**

The ENP program will utilize the IEXCEL Center for standardized patients, simulations, and Objective Structured Clinical Examinations (OSCEs). Once the Rural Health Education Building in Kearney, NE, becomes operational, it will also serve as an additional site for simulations and training. Based on the fees charged by other specialty programs using the IEXCEL Center, the estimated cost for the ENP program is projected at \$2,734.49 per semester in FY1, with a 10% increase each year to account for inflation and additional resource needs. These costs include facility fees, standardized patient services, replacement tissues for skills procedures (required every 8-10 students), and simulation staff assistance.

FY1: \$2,734.49 per semester × 2 semesters = \$5,468

### **Library**

Library resources are estimated at \$8.25 per credit per student.

### **Other**

The ENP program has allocated part of its external grant funding to provide financial support for the first cohort of students. In FY1, each student will receive a \$1,500 stipend, totaling \$15,000 for the cohort. An additional \$3,500 from the grant will be used to fund guest speakers, workshops, and supplemental learning activities, enhancing the educational experience for students and aligning with program goals.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - UNMC CON ENP Certificate Program**

	FY(2025-2026) Year 1	(FY2026-2027) Year 2	(FY2026-2027) Year 3	(FY2027-2028) Year 4	(FY2028-2029) Year 5	<b>Total</b>
Existing Funds <sup>1</sup>	\$171,376					\$171,376
Required New Public Funds	\$0					\$0
1. State Funds	\$0					\$0
2. Local Tax Funds (community colleges)	\$0					\$0
Tuition and Fees <sup>2</sup>	\$67,821	\$135,422	\$271,897	\$359,953	\$413,993	\$1,249,086
Other Funding						\$0
1						\$0
2						\$0
3						\$0
<b>Total Revenue</b>	<b>\$239,197</b>	<b>\$135,422</b>	<b>\$271,897</b>	<b>\$359,953</b>	<b>\$413,993</b>	<b>\$1,420,462</b>

**FOOTNOTES are for guidance only. Please provide your own footnotes, where appropriate, and delete ours.**

1. \$122,376 was received in October 2024 from a Women Investing in Nebraska Grant for to UNMC CON for the development of the Emergency Nurse Practitioner Program. \$49,000 was reallocated from a previous program within the CON that has been sunset at this time.

<sup>2</sup> The professional graduate base tuition rate for the 2024-2025 academic year is \$682 per credit for residents and \$1,231 per credit for non-residents, with an assumed annual growth in the tuition rate of 3%. The Emergency Nurse Practitioner (ENP) program plans to admit 10 resident participants in Fiscal Year 1 (FY1). In Fiscal Year 3 (FY3), the ENP program will begin offering twice-yearly admissions, providing a start time in both the Spring and Fall semesters. Each Spring and Fall cohort will gradually increase by 2-4 participants annually until the program reaches full capacity with 15 participants in both the Spring and Fall cohorts. See Appendix H for Revenue Narrative on tuition and fee calculation.

NOTE: Where appropriate, show calculations and/or formulas that were used to project new revenue; e.g. number of new students projected multiplied by tuition and fees.

CCPE; 11/19/08

## Appendix H

### Revenue Sources for Projected Expenses

#### Existing Funds

\$122,376 was received in October 2024 from a Women Investing in Nebraska Grant for to UNMC CON for the development of the Emergency Nurse Practitioner Program. \$49,000 was reallocated from a previous program within the CON that has been sunset at this time.

#### Tuition and Fees

The professional graduate base tuition rate for the 2024-2025 academic year is \$682 per credit for residents and \$1,231 per credit for non-residents, with an assumed annual growth in the tuition rate of 3%. The Emergency Nurse Practitioner (ENP) program plans to admit 10 resident participants in Fiscal Year 1 (FY1). In Fiscal Year 3 (FY3), the ENP program will begin offering twice-yearly admissions, providing a start time in both the Spring and Fall semesters. Each Spring and Fall cohort will gradually increase by 2-4 participants annually until the program reaches full capacity with 15 participants in both the Spring and Fall cohorts.

**Fiscal Year 1 (2025-2026):** The first spring cohort (SC1) is projected to start January 2026 and anticipates admitting 10 in-state students. Total tuition  $\$702$  (resident)  $\times$  10 students  $\times$  10 credits (Spring 2026 & Summer 2026) =  $\$70,246$ . Tuition remission with 50% waiver in FY 1 projected to be  $\$7025$ . A projected course fee of  $\$75$  per semester and lab fee of  $\$155$  per semester is included in total tuition and fees. This calculation is  $\$75$  per semester  $\times$  10 students =  $\$1500$  in FY1 for projected course fee and  $\$155$  per lab course (NRS 658) per semester =  $\$155 \times 10$  students  $\times$  2 semesters =  $\$3,100$ . **Total revenue from tuition and fees minus tuition remission is \$67,821.**

**Fiscal Year 2 (2026 – 2027):** Tuition and fees are based on the completion of SC1 and the beginning of the second spring cohort (SC2) which will include 10 in-state students and 2 non-resident students. Tuition generated from SC1 =  $\$723$  (resident tuition)  $\times$  10 students  $\times$  6 credits =  $\$43,380$ . The tuition generated from SC2 =  $\$723$  (resident tuition)  $\times$  10 students  $\times$  10 credits equaling  $\$72,300$  plus  $\$1,305$  (non-resident tuition)  $\times$  2 students  $\times$  10 credits equaling  $\$26,100$ . The total fiscal year tuition combining SC1 and SC2 totals  $\$141,780$  minus a projected tuition remission of  $\$14,178$ . A course fee of  $\$75$  per semester and lab fee of  $\$155$  per lab course will be applied to both SC1 and SC2. The course fee calculation for SC1 includes  $\$75 \times 10$  students  $\times$  1 semester equaling  $\$750$ . Course fee calculation for SC2 includes  $\$75 \times 12 \times 2$  semesters equaling  $\$1800$ . Total course fee collected in FY2 is  $\$2550$ . Lab Fee for SC1 includes  $\$155 \times 10$  students  $\times$  1 semester equaling  $\$1550$  and calculation for SC2 includes  $\$155 \times 12$  students  $\times$  2 semester equaling  $\$3720$ . The total lab fee in FY2 totals  $\$5270$ . **Total revenue from tuition and fees minus tuition remission is \$135,422.**

**Fiscal Year 3 (2027-2028):** Tuition and fees are based on the completion of SC2 and the beginning of the third spring cohort (SC3) and first fall cohort (FC1). The SC3 will include 12 in-state students and 3 non-resident students. The FC1 will admit 8 in-state students. Tuition from SC2 includes \$743 (resident tuition) x 10 students x 6 credit hours + \$1342 (non-resident tuition) x 2 students x 6 credit hours = \$60,684. Tuition from SC3 includes \$743 (resident tuition) x 12 students x 10 credits + \$1342 (non-resident tuition) x 3 students x 10 credits = \$129,420. The total tuition generated from SC2 and SC3 in FY3 totals \$190,104. For SC2 a course fee of \$75 per semester x 12 students equals \$900 and a lab fee of \$155 per lab course x 12 students equals \$1860. For SC3 a course fee of \$75 per semester x 2 semesters x 15 students equals \$2,250 and a lab fee of \$155 per lab course x 15 students x 2 semesters equals \$4650. Total course and lab fee for SC2 and SC3 in FY3 totals \$9660.

For FC1 tuition is calculated \$743 (resident tuition) x 8 students x 16 credits (FY includes Fall, Spring, Summer for this cohort) totaling \$95,104. A course fee of \$75 per student per semester totals \$1800. A lab fee of \$155 per student per lab course x three lab courses totals \$3750.

Total tuition in FY3 is calculated based on tuition received from SC2, SC3, and FC1 totaling \$285,208 minus tuition remission of \$28,521. Total course fees in FY is \$4950 and total lab fee is \$10,260. **The total revenue from tuition and fees, minus tuition remission in FY3 totals \$271,897.**

**Fiscal Year 4 (2028-2029):** Tuition and fees based on the completion of SC3 and beginning of the fourth spring cohort (SC4) which will include 12 in-state students and 3 non-resident students. Fall cohort 2 (FC2) will enroll 10 in-state students and 2 non-resident students. Tuition from SC3 includes \$764 (resident tuition) x 12 students x 6 credits plus \$1379 (nonresident tuition) x 3 students x 6 credits totaling \$79,830. Tuition from SC4 includes \$764 (resident tuition) x 12 students x 10 credit + \$1379 (non-resident tuition) x 3 students x 10 credits = \$133050. **The total tuition generated from SC3 and SC4 in FY4 totals \$212,880.** For SC3 a course fee of \$75 per student per semester equals \$1125 and lab fee of \$155 per lab course per student equals \$2325. For SC4 a course fee of \$75 per semester per student equals \$2250 and lab fee of \$155 per student per lab course equals \$4650. Total course and lab fees for SC3 and SC4 total \$10,350.

For FC2 tuition is calculated \$764 (resident tuition) x 10 students x 16 credits + \$1379 (nonresident tuition) x 2 students x 16 credits totaling \$166,368. Course fee of \$75 per student x semester totals \$2700 and lab fee of \$155 per student per lab course equals \$5580. Total course and lab fee for FC2 totals \$8280

Total tuition in FY4 is calculated based on tuition received from SC3, SC4, and FC2 which totals \$379,248 minus tuition remission of \$37,925. Total course fees in FY4 total \$6075 and lab fees of \$12555. **The total revenue in FY4 from tuition and fees minus tuition remission totals \$359,953.**

**Fiscal Year 5 (2029-2030):** Tuition and fees based on the completion of SC4 and beginning of the fifth spring cohort (SC5) which will include 12 in-state students and 3 non-resident students. Fall cohort 3 (FC3) will enroll 12 in-state students and 3 non-resident students. In FY5 both the spring and fall cohorts will be at capacity. Tuition from SC4 includes \$784 (resident tuition) x 12 students x 6 credits + \$1416 (nonresident tuition) x 3 students x 6 credits. This totals \$81,936. Tuition from SC5 includes \$784 x 12 students x 10 credits + \$1416 x 3 students x 10 credits. This totals \$136,560. Course Fees for SC4 include \$75 per student per semester equaling \$1125 and a lab fee of \$155 per lab course per student \$2325. SC5 includes a course fee of \$75 per student per semester equaling \$2250 and a lab fee of \$155 per lab course per student equaling \$4650. Total lab and course fee for SC4 and SC5 total \$10,350.

For FC3 tuition is calculated \$784 (resident tuition) x 12 students x 16 credits + \$1416 (nonresident tuition) x 3 students x 16 credits totaling \$ 218,496. The course fee of \$75 per student per semester equals \$3375 and lab fee of \$155 per student per lab course totals \$6975.

Total tuition in FY5 is calculated on tuition received from SC4, SC5, and FC3 which totals \$436,992 minus tuition remission of \$43,699. Total course fees in FY5 total \$6,750 and lab fee total of \$13,950. **The total revenue in FY5 from tuition and fees minus tuition remission totals \$413,993.**



10-24-2023

University of Nebraska Medical Center – College of Nursing  
1601 East 27<sup>th</sup> Street,  
Scottsbluff, NE, 69361

Cozad Community  
Hospital

300 E. 12<sup>th</sup> St.  
P.O. Box 108  
Cozad, NE 69130  
Ph. (308) 784-2261  
Fx. (308) 784-4691

Cozad Community  
Medical Clinic

1803 Papio Lane  
Cozad, NE 69130  
Ph. (308) 784-3535  
Fx. (308) 784-3534

Cozad Community  
Physical Therapy

303 E. 12<sup>th</sup> St.  
P.O. Box 108  
Cozad, NE 69130  
Ph. (308) 784-2231  
Fx. (308) 784-3449

Cozad Community  
Hospital Foundation

300 E. 12<sup>th</sup> St.  
P.O. Box 108  
Cozad, NE 69130  
Ph. (308) 784-2261  
Fx. (308) 784-4691

Dear Board of Regents,

About a year and a half ago I came to the realization as the newly minted CEO of a Critical access hospital that experienced Nurse Practitioners (APRN's) and Physician Assistants (PA's) who have the skill set to cover the Emergency Department (ED) are hard to come by. However, there seems to be a large number of APRN's that have put themselves on the fast track to that degree and have very little real life clinical experience, especially in the ED. Our Health system has had several opportunities to hire these new graduates. Unfortunately, they would bring little to the table as result of their inability to take ED call independently. With the projected loss of MD's due to retirement in rural communities in the next 5-10 years I feel that rural Nebraska has an impending crisis on its hands. If there are not enough safe, competent, APRN's and PA's to provide ED care, eventually the remaining MD's will burn out due to the increased demand of covering primary and/or backup call. This may cause them to relocate to urban areas with greater shared intellectual resources. I felt that we need to have established quality ED training programs to train inexperienced APRN's and PA's so they can safely function in an ED setting in a rural community.

I visited about this with our local State Senator, Matt Williams. He thought this was a great idea. I also talked to Mike Sitorious, MD, who cochairs UNMC's Rural Advisory Committee with Roger Wells, PA, regarding the need for additional ED training. Later I visited Dr. Kyle Meyer, Dean of the College of Allied Health at UNMC, and Dr. Lepaine Sharp-McHenry, Dean of the College of Nursing at UNMC. I told each one of them that I felt we needed a structured training program to ensure that APRN's and PA's have the skills necessary to provide safe competent care in the Emergency Department as sole providers for rural Nebraska. This would allow us to prepare to fill the upcoming void of skilled ED providers that we are going to see as rural MD numbers begin to shrink. I ask them if we could find some form of funding to establish a training program while partnering with facilities in Central and Western NE. At the time they expressed interest in being part of the discussion.

The above is my personal story in attempting to start the discussion about fulfilling the medical needs of our rural Nebraska communities. I grew up in Hyannis NE. The closest hospital is an hour away. I know what "real" rural looks like. The time is NOW. We cannot wait 5-7 years when half of the MD's in rural NE are projected to retire. It is my opinion that we are headed for a real

*We treat you like family.*



crisis in rural Nebraska. Cozad Community Health Systems supports the development of an Emergency Nurse Practitioner (ENP) program for the University of Nebraska Medical Center. As the primary public medical school in Nebraska, I believe it is the duty of the Regents to utilize UNMC to address the medical educational needs of all Nebraska.

Cozad Community Hospital

300 E. 12th St.  
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Cozad, NE 69130  
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Fx. (308) 784-4691

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Fx. (308) 784-3449

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Cozad, NE 69130  
Ph. (308) 784-2261  
Fx. (308) 784-4691

The state of Nebraska, like many other states, has faced healthcare provider shortages further affected by the global COVID-19 pandemic. Nurse practitioners (NPs) have positively improved these shortages across the state and currently at our facility, in specific regards to emergency care settings such as the emergency department and urgent care settings. As a facility, we need to continue utilizing NPs in these settings; however, recognize that traditional academic training for NPs does not include specific Emergency and Trauma Care education. As we continue to evolve with our facility recognizing the need to employ and staff NPs in these settings, we support the education an NP will gain by completing an academic ENP program allowing our NPs to practice with appropriate standards of care and learning advanced nursing procedures specific to the emergency department for critical patients.

Cozad Community Health System recognizes that NPs that obtain a ENP have additional training specific to emergency and trauma care in addition to their core family nurse practitioner (FNP) training which will allow them to practice among multiple settings for our facility. This will be a solution to improving operating margins and staffing provider that can provider expanded services in our community; therefore, improving access to care.

It is an honor to provide a letter of support for the ENP program at the University of Nebraska Medical Center. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robert Dyer".

Robert Dyer, PT, DPT, OCS, WCC  
CEO  
Cozad Community Health System  
308-784-2219  
robertd@cozadhealthcare.com

*We treat you like family.*





**KEARNEY COUNTY  
HEALTH SERVICES**

April 12, 2024

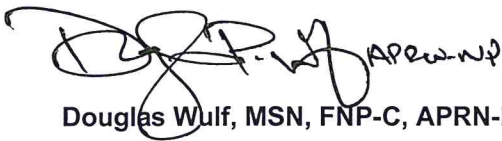
University of Nebraska Medical Center - College of Nursing  
Attn: Emergency Nurse Practitioner Certificate Program Development/Project Lead: Haley Hays  
1601 E 27th Street  
Scottsbluff, NE 69361

Dear University of Nebraska Medical Center or Whom it Concerns:

I am writing today to offer my sincere support of the University of Nebraska Medical Center's consideration for an Emergency Nurse Practitioner (ENP) Post-Graduate Certificate curriculum. I am currently employed as a provider for our emergency department and have been in this role for nearly three years. Prior to my role strictly in emergency medicine, I worked in our medical clinic and had the responsibility of emergency department call coverage one day per week and every sixth weekend. I am fortunate to work for a critical access hospital that recognizes the importance and efficiency of assigned emergency department providers.

Prior to becoming a nurse practitioner, I was blessed to work for over two decades as a flight nurse with one of the most well-respected air ambulance services in Nebraska. I absolutely believe that experience prepared me for my current role in emergency medicine far more than my family nurse practitioner education or ensuing practice. As a matter of fact, one of my greatest concerns leaving my post-graduate studies was that I felt completely inadequate in the area of hospital medicine as a whole. So many nurse practitioners follow a similar path and work in small, rural settings where we must function in the clinic, emergency department, and inpatient setting. Unfortunately, not every nurse practitioner has the good fortune to have prior work experience in an autonomous, challenging environment like flight nursing. The world of emergency medicine has become very specialized and patient expectations continue to increase in this area. Having an ENP academic program here in Nebraska would not only set our state apart from many others, it would demonstrate UNMC's recognition of the uniqueness of emergency medicine and its vital importance for medical providers in rural America. It is my sincere hope that my alma mater will fulfill my desire to have such a program available in the very near future.

Sincerely,



**Douglas Wulf, MSN, FNP-C, APRN-NP**

Emergency Department Provider



W: 308.832.3400  
F: 308.832.3417



[www.kchs.org](http://www.kchs.org)



727 East First Street  
Minden, NE 68959

May 13, 2024

University of Nebraska Medical Center (UNMC)  
Board of Regents  
3835 Holdredge Street  
Lincoln, Nebraska 68583

Dear UNMC and Board of Regents,

With great enthusiasm, I write this letter to express my strong support for the University of Nebraska Medical Center's College of Nursing post-graduate Emergency Nurse Practitioner (ENP) Certificate program. This program, which will play a vital role in our healthcare community, is essential in meeting the increasing demand for emergency care.

As a healthcare professional residing in rural Scottsbluff, Nebraska, which serves a county-wide population of 35,699 as of 2022, I can attest that access to emergency medicine-based healthcare is limited to local and surrounding urgent care facilities and emergency departments. Scotts Bluff County, NE, encompasses 739.6 square miles of land area and is the 32nd largest county in Nebraska by total area. The increased distance provides a barrier to quick access to emergency-based care due to distance; therefore, many facilities for emergency care are located in small rural towns with staffing dependent upon Medical Doctors (M.D.) and ENPs. As the demand for emergency care increases as projected, the demand for emergency-trained healthcare providers continues to increase. However, this increase is becoming a challenge to rural communities, and the demand for emergency-trained healthcare providers is increasing. As stated in an article written by Balentine and Leary, "The 2023 match saw 555 emergency medicine (EM) residency positions go unmatched. This increase from the previous year, when 219 positions were initially unclaimed, signifies medical students' waning interest in the specialty, triggering alarm and introspection across the field" (2023).

Thank you for considering my support for the post-graduate Emergency Nurse Practitioner (ENP) Certificate program at the University of Nebraska Medical Center's College of Nursing. I believe that establishing this program will be highly beneficial for communities of all sizes and can help meet the current and projected demands for emergency based care and will assist in delivering accessible, excellent, high-quality patient care.

Sincerely yours,

Lisa L. Salisbury, RN, BSN, MSN

Balentine, J., & Leary, J. (2023, November 7). *Fewer physicians are pursuing emergency medicine*. The DO. <https://thedo.osteopathic.org/2023/11/fewer-physicians-are-pursuing-emergency-medicine/>

Melissa Leibnitz  
360044 Highway 26  
Minatare, Ne 69356  
May 2, 2024

University of Nebraska Medical Center College of Nursing  
Attn: Emergency Nurse Practitioner Certificate Program Development/Project Lead: Haley Hays  
1601 E 27<sup>th</sup> Street  
Scottsbluff, NE 69361

Dear University of Nebraska Medical Center or whom it concerns:

As the role of the advanced practice nurse (APRN) continues to evolve, there is a growing need for special attention and recognition to be placed on the intricacies of APRNs practicing in emergency medicine. Emergency medicine requires a unique skill set of rapid assessment, recognition, and treatment utilizing invasive interventions to offer prompt intervention to reduce morbidity and mortality.

With the shortage of emergency department physicians, rural Nebraska critical access hospitals utilize APRNs in the emergency department who are either family practice, acute care practitioners or both. Few are trained as an emergency nurse practitioner (ENP). It is not required at this time for these APRNs to be credentialed in emergency medicine and are often only trained as family practice APRNs. I have witnessed first-hand as a flight nurse in Western Nebraska, the implications of the knowledge, experience, and skill gap that these practitioners face. A program that specifically trains and promotes internship in the emergency department is highly needed to prevent poor outcomes, provider burnout, and reduce morbidity and mortality of those seeking emergency care.

Unlike most advanced practice roles, patients that present to the emergency department may present in extremis with very little information known about the patient and providers must provide prompt intervention based on assessment findings alone which is a unique skill set. In addition, the APRNs that are practicing in the rural emergency departments are the sole provider in the facility functioning without other providers such as 24-hour anesthesia to assist with difficult airways or another provider to assist with invasive skills such as chest tubes, intubation, central lines, and cardiopulmonary resuscitation. These facilities also lack nurses and function with limited resources such as blood products and ground transport. Often these facilities may wait hours for air transport to assist with patient care and to transfer the patient to a higher-level of care; leaving the practitioner with a variety of tasks and decisions to manage solely on their own. APRNs practicing in these roles must have confidence and exposure to these situations and

Recipient Name

May 2, 2024

Page 2

training that is specific to emergency medicine so that they utilize only the resources needed and hone their assessment and interventions specific to emergent conditions.

The state of Nebraska has a unique history in emergency medicine dating back to the formation of the Advanced Trauma Life Support (ATLS) course by Dr. Styner in 1978. He was a surgeon who crashed his airplane in rural Nebraska with his family onboard. He witnessed first-hand the deficiency of emergency medical care and interventions at the scene of the accident and at the small hospital he and his family were taken to. After this event along with fellow colleagues, developed the first trauma course in the nation that is now recognized nationwide. Just like his vision, UNMC can envision itself recognizing the unique need of training APRNs in emergency medicine as a post graduate certificate to promote the best care for both the rural and urban populations. UNMC is known for its academic excellence and can be a leader in the development of an elite, post-graduate ENP program that is essential for APRNs practicing in emergency medicine.

As a soon to be graduate from UNMC with my DNP as a family nurse practitioner, I will be seeking a post-graduate degree as an ENP so that I can complete my goal of becoming an ENP and providing care in rural Nebraska. My hope is that UNMC will be able to offer this opportunity to its former graduates to improve health care outcomes for Nebraskans.

Best regards,

Melissa Leibnitz

UNMC Graduate FNP Student

Michaela Gulzow, DNP, APRN, ENP-C, FNP-C  
314 Renee Road  
Doniphan, NE 68832  
04/12/2024

University of Nebraska Medical Center College of Nursing  
Attn: Emergency Nurse Practitioner Certificate Program Development/Project Lead: Haley Hays  
1601 E 27<sup>th</sup> Street  
Scottsbluff, NE 69361

Dear University of Nebraska Medical Center or whom it concerns:

I am proud to say I am certified as an emergency nurse practitioner and practice emergency medicine in the state of Nebraska. Regarding emergency specific care, I had practiced at a rural health care facility, Brown County Hospital, from 2019-2022. Currently, for the past two years, I work at Mary Lanning Healthcare in the emergency department. Since 2020, I continue to provide locum tenens coverage for Webster County Hospital.

It is to my understanding there is an initiative to develop a specific emergency nurse practitioner program at the University of Nebraska Medical Center. It is important to recognize expertise in emergency care for nurse practitioners as there is a shortage and will continue to be a shortage of healthcare providers in the rural setting. Since 2015, when nurse practitioners gained full practice authority in Nebraska, critical access hospitals have been able to capitalize on hiring nurse practitioners to staff the clinic, hospital, and emergency departments. For nurse practitioners to engage in full practice of their scope and to meet the highest standards of excellence; it is important to possess the core fundamentals of those specific settings.

I graduated with my Doctor of Nursing Practice from Creighton University in 2019 and became certified as a family nurse practitioner. It was within my first year, I realized it was imperative to master emergency medicine competencies. I was fortunate to gain the required hours and complete the education required for the ENP certificate examination. I had explored post-certificate programs in Nebraska, but unfortunately there was not a program. I feel it would have enhanced my learning experience at that time.

As I journey into my years as an expert nurse practitioner, I have watched primary care trained colleagues struggle with emergency medicine. It is an expert field that requires an individual to make critical decisions in a matter of seconds. It is imperative for Nebraska to have a certification program to provide nurse practitioners emergency care specific knowledge and skills to care for patient of all ages and acuities.

This program is essential. I am in full support of the development of the ENP certificate program.

If there are any questions about this letter of support, you can contact me.

Sincerely,

*Michaela Gulzow*

Michaela Gulzow, DNP, APRN, ENP-C, FNP-C  
MichaelaOstdiek14@gmail.com  
308-390-9795

Ashlee Denny  
2108 South 35th Ave  
Omaha, NE, 68105  
May 15, 2024

University of Nebraska Medical Center College of Nursing  
Attn: Emergency Nurse Practitioner Certificate Program Development/Project Lead: Haley Hays  
1601 E 27<sup>th</sup> Street  
Scottsbluff, NE 69361

Dear University of Nebraska Medical Center or whom it concerns:

It is with a great deal of enthusiasm that I submit this letter of support for the Emergency Nurse Practitioner Certificate Program's development through the University of Nebraska Medical Center. I feel that development of this program is essential to furthering Nurse Practitioner (NP) education for those seeking to work in the Emergency Department (ED) or Urgent Care setting. Through this program, NPs will learn how to practice independently in time sensitive situations while providing life-saving care. The Emergency Nurse Practitioner Certificate program is a necessary step in gaining competence to work in high acuity settings such as the ED, as there is a lack of NP residencies that specialize in this field in Nebraska. The Family Nurse Practitioner (FNP) certification is required to work in most EDs, yet most of the clinical hours for FNP are in outpatient Primary Care settings. The FNP degree alone does not prepare NPs to transition to working in the ED independently. I have eight years of experience working in the ED before becoming a FNP and would like to one day go back to working in the ED as an NP. I support the development of this program and would like to participate if it were to come to realization.

Sincerely,

Ashlee Denny  
DNP, APRN, FNP-BC

Ashley Vontz MSN, APRN, FNP-C  
71847 Maureen Dr.  
McCook, NE 69001  
April 10, 2024

University of Nebraska Medical Center College of Nursing  
Attn: Emergency Nurse Practitioner Certificate Program Development/Project Lead: Haley Hays  
1601 E 27<sup>th</sup> Street  
Scottsbluff, NE 69361

Dear University of Nebraska Medical Center or whom it concerns:

I am writing in support of the development of the Emergency Nurse Practitioner program at the University of Nebraska Medical Center. As a current full time nurse practitioner practicing in rural Nebraska, I cover some of the emergency department shifts at my local critical access ED. The only specific training I have had towards this type of work has been on the job training. As part of my master's degree Family Nurse Practitioner training, there is no specific training on emergency room cares. The ENP program would close this gap, so I could provide even better coverage to the population that I serve. I am the solo provider in the ED at the time, so I would only hope to have better outcomes for patients and feel more confident in my practice.

Again, I work in rural healthcare, and this is a population that nurse practitioners are going to have to continue to fill in the gap for as we have continued issues recruiting physicians to these areas. Please let us be able to fill in the gap to the best of our ability with the appropriate knowledge and training with an ENP certification as well. As we see our population aging rapidly and our elderly population about to expand greatly, please allow use nurse practitioners to gain knowledge and confidence in treating our ED patients with more complete care.

Please consider allowing the ENP certification program at UNMC to come to fruition. Thank you for your time.

Sincerely,

Ashley Vontz MSN, APRN, FNP-C

Michael V DiMucci, RN, MSN, FNP-C  
826 Trenton LN N  
Plymouth, MN 55441  
Phone: 612-805-8676

4/15/2024

University of Nebraska Medical Center College of Nursing  
Attn: Emergency Nurse Practitioner Certificate Program Development/Project Lead: Haley Hays  
1601 E 27<sup>th</sup> Street  
Scottsbluff, NE 69361

Dear University of Nebraska Medical Center or whom it concerns:

I want to lend my voice of support for the development of a credentialed, board-certified program for Emergency Nurse Practitioners.

I have practiced as a Board-Certified Family Nurse Practitioner for over 20 years. Prior to being an FNP-C, I worked as an RN in level I and II trauma centers as well as a Flight Nurse on ground, helicopter, and airplane units.

While I helped staff emergency departments as an "Urgent Care" provider, I have realized over the years how much I lacked in emergency medicine theory and practice.

I fully support the development of an actual ENP program in Nebraska.

Sincerely,



Michael V DiMucci  
RN, MSN, FNP-C



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# Emergency Medicine Nurse Practitioner Graduate Certificate Online

University of Nebraska

June 2024

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Executive Summary

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## About the Study

## Project Background

### University of Nebraska

#### **PROGRAM:** Online Emergency Medicine Nurse Practitioner Post Graduate Certificate

The University of Nebraska Medical Center (UNMC) is looking to launch an ENP graduate certificate. The educational preparedness for NP's to work in an emergency care setting is growing Nebraska is well suited for this program with over 63 facilities designated at critical access. This program is anticipated to be 15 credits taken over the course of 3 semesters and will be in an online format with 2-3 on-campus intensives. UNMC is interested in the overall health and whether it would be viable to launch.

### Key Research Questions:

- 1 What is the overall health of the graduate certificate in emergency medicine nurse practitioner market given supply and demand indicators?
- 2 What are the key characteristics of competitor programs and how are they positioned in the market?
- 3 What can we learn from the desires of prospects in aligned higher education programming?

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# Executive Summary & Recommendations

## Executive Summary (1 of 2).

### **Emergency NP is a difficult market to pinpoint but aligned market factors signal a small market with room to grow.**

**Limited demand, potentially inaccurate reporting with no presence regionally.** Nationally, there were only 38 certificate conferrals reporting to the Emergency Room/Trauma Nursing CIP code. This could be due to the ambiguity of aligned CIP codes; however, there has been strong growth since institutions began reporting to this CIP code in 2018 (48% CAGR between 2018 and 2022). Within UNMC's region, there are no providers reporting to this CIP code.

**Family NP Certificates growing nationally; regional market less favorable.** Family NP graduate certificates have grown 13% over the past decade. While this trends positively, the regional market shows a recent decline after a peak in completions in 2018.

**Only master's presence for other verticals.** When casting a wider net for the Emergency Room/Trauma Nursing CIP code, only master's degree presence was found. No associate or bachelor's conferrals are being reported.

**Narrow competition; more located through a web scan.** Nova Southeastern and Loyola University Chicago are the two institutions reporting to the most aligned CIP code although neither have a similar program to UNMC's proposed certificate. Emory is offering a post-master's certificate in ENP along with a DNP in Family/Emergency Nurse Practitioner. It's unclear as to whether this certificate is stackable into the DNP program.

**Small enrollments.** Enrollments at selected competitors are small and true cohort size is unclear.

## Executive Summary (2 of 2).

### **Analyzed providers promote hybrid modality but lack value proposition and benefits of an ENP certificate. Labor market is strong for NPs.**

**Hybrid Format and Directed at NPs.** All programs have a hybrid format and numerous on-campus sessions in conjunction with online. Family NPs tend to be the target audience and three of the four analyzed certificates state this clearly. Coursework is aligned across the board, with ENP-specific coursework and labs.

**Tuition leans affordable.** If UNMC is planning to follow similar pricing for other certificates offered, cost per credit at the graduate level for residents is much lower than peers. Out-of-state cost per credit is more affordable than the other analyzed public institution (ASU).

**Strong websites but lacking career outlook.** All analyzed programs have strong websites, with WUHS and UNC providing the clearest and most streamlined prospect information. It is not common for examined providers to showcase insight into graduate outcomes and career look. ASU offers high-level career titles.

**Nursing certificate prospects are unique.** Eduventures Adult Prospect Research indicates that nursing prospects who are looking to earn a graduate certificate for credit are unique in their wants and needs for a program. They are hoping to earn more money, build a solid career foundation and grow in their industry. They want to develop practical talent and use that talent to improve society. Rigorous coursework, internships, and participating in events like community service are top of mind. Flexibility and customization could push these students to apply.

**Labor market strong.** Nurse practitioner labor projections are impressive both nationally and regionally. When looking at aligned job postings, the need for NPs in the region appears stronger than ENPs but emergency nursing is a growing skill that is top of the list within Nebraska and surrounding states.

## Key Findings

Emergency nurse practitioner certificates have small enrollments but is a growing field. A web scan also indicates that more institutions may be entering into this market.

Hybrid programming is common among competitors and Nurse Practitioner occupations are continuing to exhibit strong growth both nationally and regionally.

## Recommendations

UNMC should be cautious when determining enrollment expectations for this program. With limited numbers and some decline, a fully online certificate or combining intensives could make UNMC stand out from the crowd especially if UNMC is hoping to cast a wider net for prospects.

Small market with small enrollments.

The Emergency Room/Trauma Nursing CIP code has a limited number of conferrals; however, is experiencing some growth in recent years.

Limited data for region with some decline.

No providers are reporting to the aligned CIP code within UNMC's region. Graduate certificates in NP is seeing recent decline.

Tuition leans expensive for competitors.

UNMC's cost per credit (for both in-state and out-of-state) is much lower than private peers.

Prospects are unique.

Prospective adults looking to go back to school to earn a certificate related to nursing have different wants and needs than their peers. Earning more money, events, internships, and strong coursework are top of mind when considering a program.

Nurse Practitioner occupations booming.

National growth projection of 41% nationally and 35% regionally, far outpacing the average of growth for all jobs.



## Recommendations.

**UNMC should be cognizant of cohort size and may benefit from a fully online certificate or one on-campus intensive as opposed to 2 to 3.**

### The Bottom Line

**Small enrollments could be heightened by on-campus requirements.** Given the small market for this certificate program, UNMC could push certain groups of students away by requiring multiple intensives in Nebraska. If UNMC does decide to move forward with having an on-campus requirement, it might be worth considering having one, longer, intensive so that students can plan and solidify travel plans.

**Promote a strong value proposition and career benefits to prospects.** Given what these students are looking for in a program, UNMC should promote why a graduate certificate is needed in this field and why it should be through UNMC. Additional information on career, alumni testimonials, employer trends, and salary data are facts that should be front and center on the website for prospects to see.

**Lean into regional public pricing.** Most competitors are smaller, private institutions. UNMC should promote affordability compared to peers, especially given the fact that a pay bump is not a guarantee for students from their current employers.

**Psychiatric- Mental Health NP certificates also growing.** Another aligned area of study that is experiencing an impressive 56% growth over the past decade in the region is Psychiatric-Mental NP. This certificate area is much more common and could be combined, if possible, to be a unique offering in the market.

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## Research Findings: Program Demand

## The Aligned Market

### Examining Program Trends and Demand

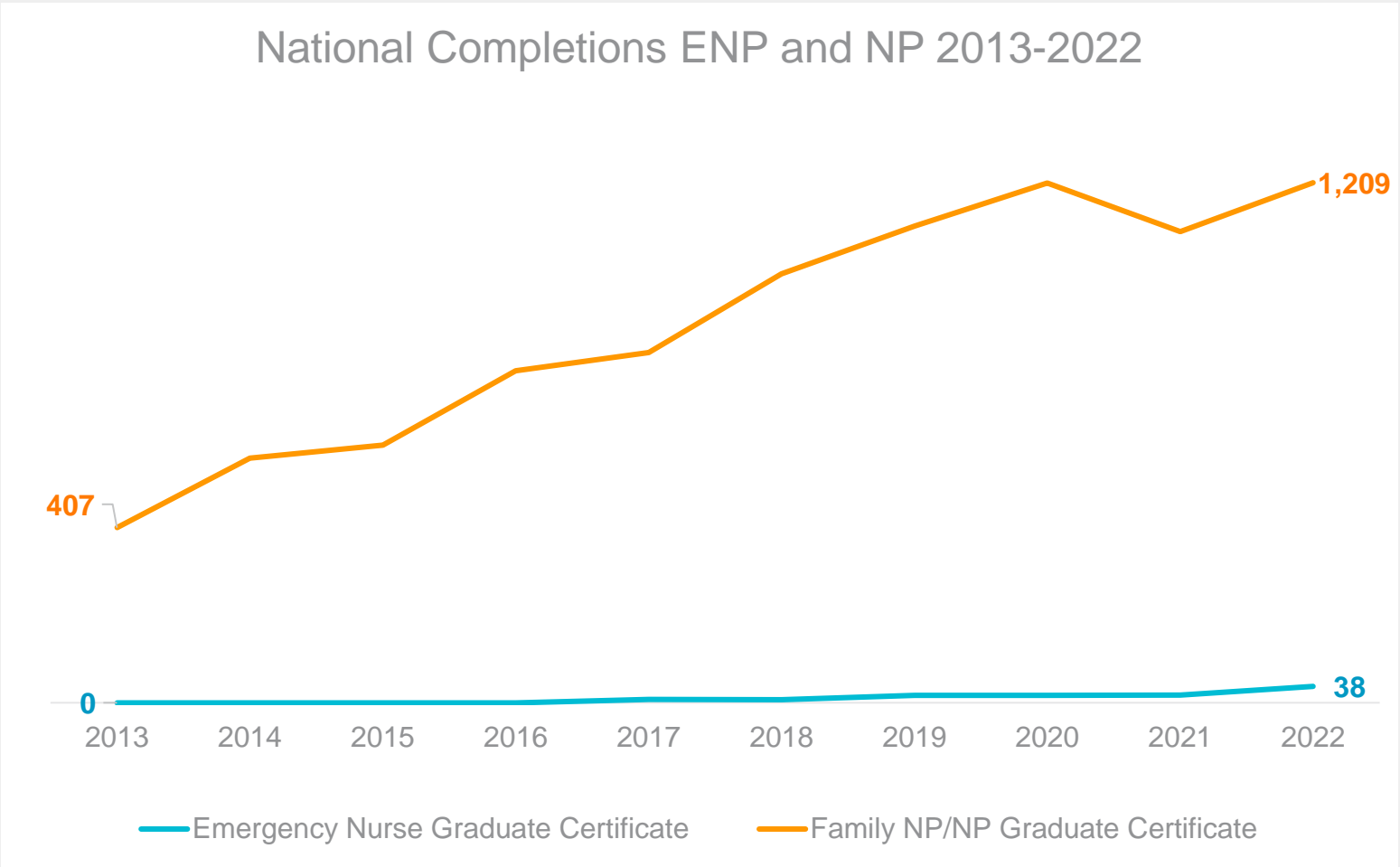
This section of the report leverages data NCES IPEDS for an indication as to the scale and character of the program market aligned to Emergency Management Nurse Practitioner Graduate Certificates.

As noted in the project scope and the methodological detail section of this report, the CIP codes used in the IPEDS analysis are listed in the Appendix.

While some certificates report to the 51.3816) Emergency NP CIP Code, this likely does not encompass all programs. Eduventures also added the Family NP CIP code to cast a wider net and conducted a web scan further along in this study.

The next slides provide enrollment and completion trends nationally and within Nebraska, Wyoming, South Dakota, Iowa, Missouri, Kansas, and Colorado.

National Completions. Family NP certificates steady at 13% over the past decade. ENP is small market but growing.

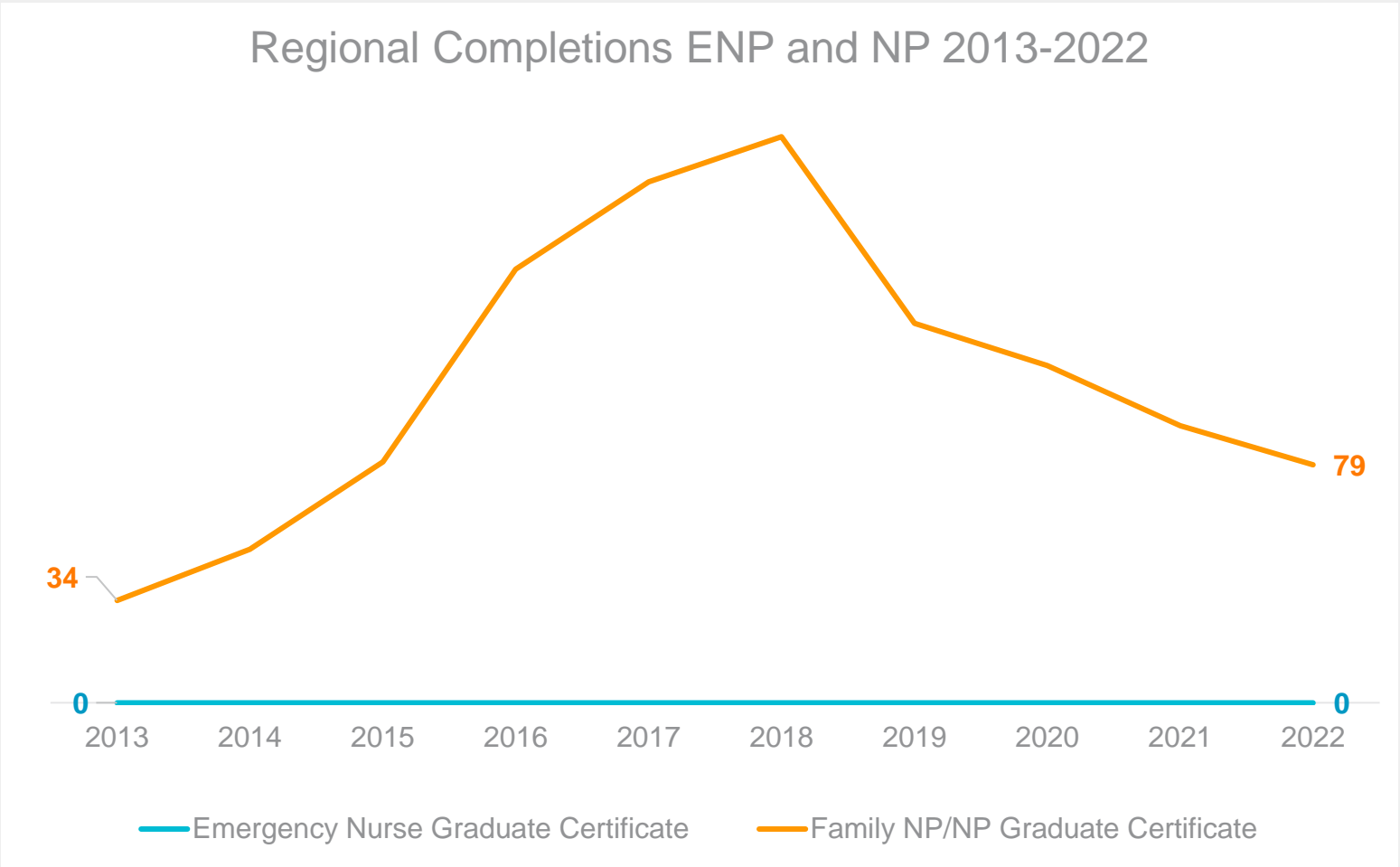


Family NP Certificate CAGR: 13% (9-Year CAGR)

Emergency NP CIP Code: 48% (4-Year CAGR)

Source: Eduventures analysis of NCES IPEDS data.

Regional Completions. No ENP certificate presence in UNMC's region. Family NP demand peaked in 2018 and has seen continued decline.

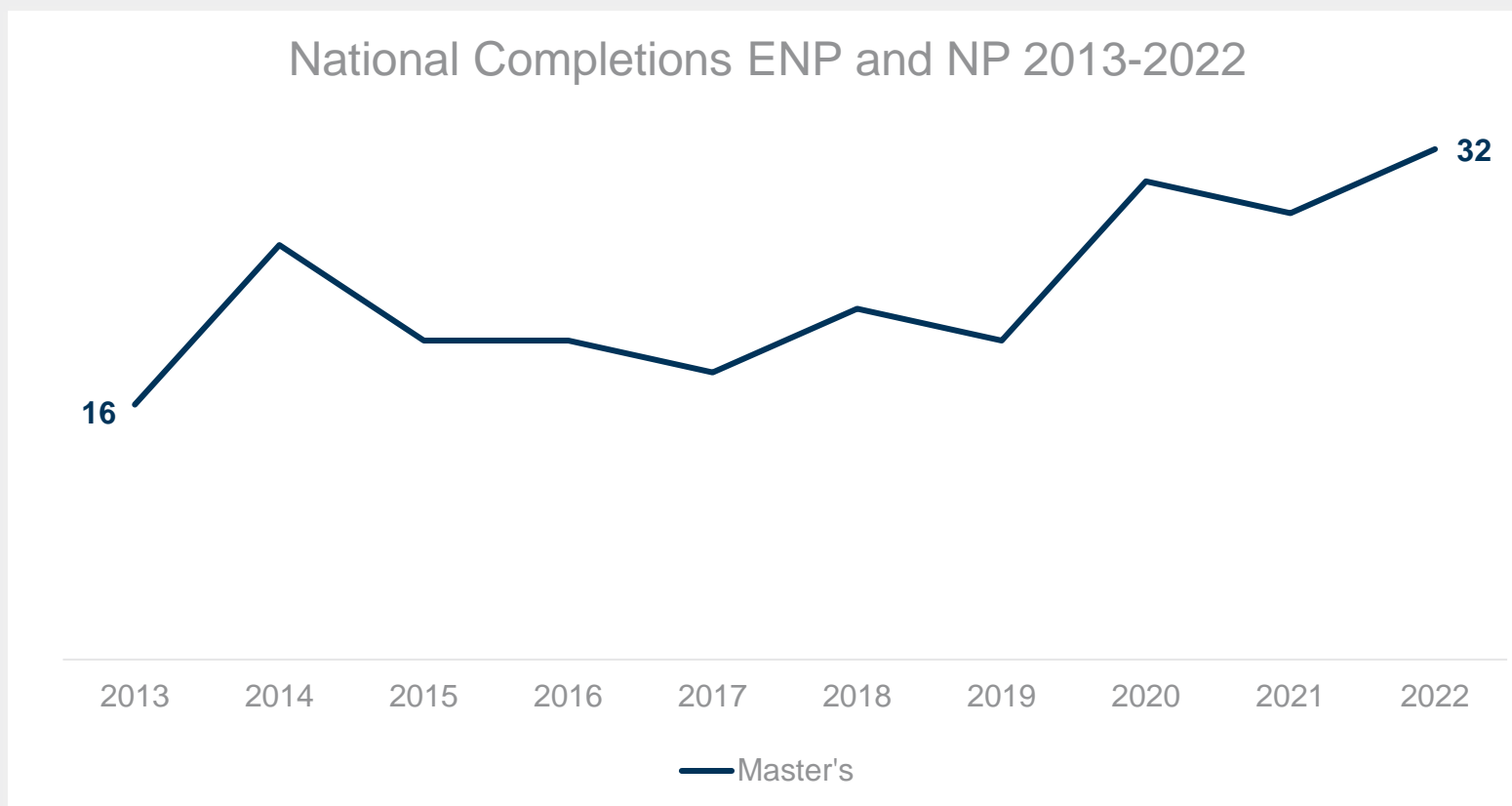


Family NP Certificate CAGR: 10%  
Emergency NP CAGR: 0%

Source: Eduventures analysis of NCES IPEDS data.

Master's Programs: Emergency Room/Trauma Nursing. 8% growth over the past decade; decline in 2019 with a rebound in recent years.

No conferrals reported for associate or bachelor's programs for this CIP code.



Family NP Certificate CAGR: 8%

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## Research Findings: Competitive Landscape

## Competitive Landscape

### An Overview of Top-Conferring Aligned Programs

In this section of the report, Eduventures provides an overview of the top 10 conferring graduate certificates in emergency nursing practitioner nationally and regionally.

The next few slides include the institution names, modality, 2022 completions, their year-over-year growth rate, and their program name.

An additional web scan was conducted due to the wide range of CIP codes some programs can report to.



## National Competitive Landscape: Emergency Room/Trauma Nursing Graduate Certificates. No regional certificates reported.

National ENP Graduate Certificate Providers			
Institution	2022 Completions	2021-2022 Growth	Program(s) Offered
Nova Southeastern University	3	N/A	Graduate Certificate in Emergency Medicine (No NP focus)
Loyola University Chicago	0	-100%	None but LUC offers a DNP program with an Emergency specialty

Teal = Online Offered

Source: Eduventures analysis of Lightcast data.

## National Competitive Landscape: Family NP Graduate Certificates. Some strong growth (Chamberlain, Miami, South U, and West Coast).

**Chamberlain's program has grown exponentially over the past year as has Miami Regional. Almost all top providers promote a Psychiatric Mental Health NP program.**

National Family NP Graduate Certificate Providers		
Institution	2022 Completions	2021-2022 Growth
Chamberlain University	70	536%
Purdue University Global	66	-6%
Concordia University- Wisconsin	62	-10%
Maryville University of Saint Louis	50	-11%
Miami Regional University	50	316%
The University of Texas Rio Grande	42	-30%
University of Cincinnati- Main Campus	42	-7%
South University- Savannah Online	36	44%
West Coast University- Orange County	31	63%
Herzing University- Madison	28	-55%

Source: Eduventures analysis of NCES IPEDS data.

# National Competitive Landscape: Emergency Room/Trauma Nursing Master's Programs. Small enrollments.

No regional master's reported.

National ENP Masters Providers			
Institution	2022 Completions	2021-2022 Growth	Program(s) Offered
Vanderbilt University	16	0%	MSN in Emergency Nurse Practitioner
Emory University	9	-25%	No master's but a DNP in Family/Emergency Nurse Practitioner and a Post-Graduate Certificate in ENP.
Samford University	7	N/A	MS in Family NP with Emergency specialty

Teal = Online Offered

Source: Eduventures analysis of Lightcast data.

## Web Scan: Emergency NP Graduate Certificates. Uncertain reporting habits to IPEDS from institutions offering similar certificates. .

Web Scan for ENP Graduate Certificates	
Institution	Program(s) Offered
Drexel University	Post-Master's Certificate with Emergency Specialization
Arizona State University	ENP Graduate Certificate
Thomas Jefferson University	ENP Graduate Certificate
University of South Alabama	ENP Post-Graduate Certificate
University of Northern Colorado	ENP Graduate Certificate
Western University of Health Sciences	ENP Certificate
Samford University	Post-Graduate Emergency NP Certificate
Rocky Mountain University	ENP Certificate

Teal = Online Offered

Source: Eduventures analysis of Lightcast data.

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## Research Findings: Competitive Analysis

## Competitive Analysis: An Analysis of Closely Aligned Competitor Programming

In this section of the report, Eduventures provides an analysis of 4 institutions that offer competitive programs. Eduventures selected institutions that were top performing either regionally or nationally and have been experiencing recent growth.

These institutions include University of Northern Colorado, Western University of Health Sciences, Rocky Mountain University, and Arizona State University.

The next few slides evaluate the programs based on their conferral performance, modality options, curriculum details and requirements, pricing, overall positioning, and target audience.

**Conferrals and Modality.** All analyzed programs offer a hybrid modality, showcasing some in-person requirements.

**Conferral reporting is fragmented; however, aligned CIP codes indicate small enrollments.**

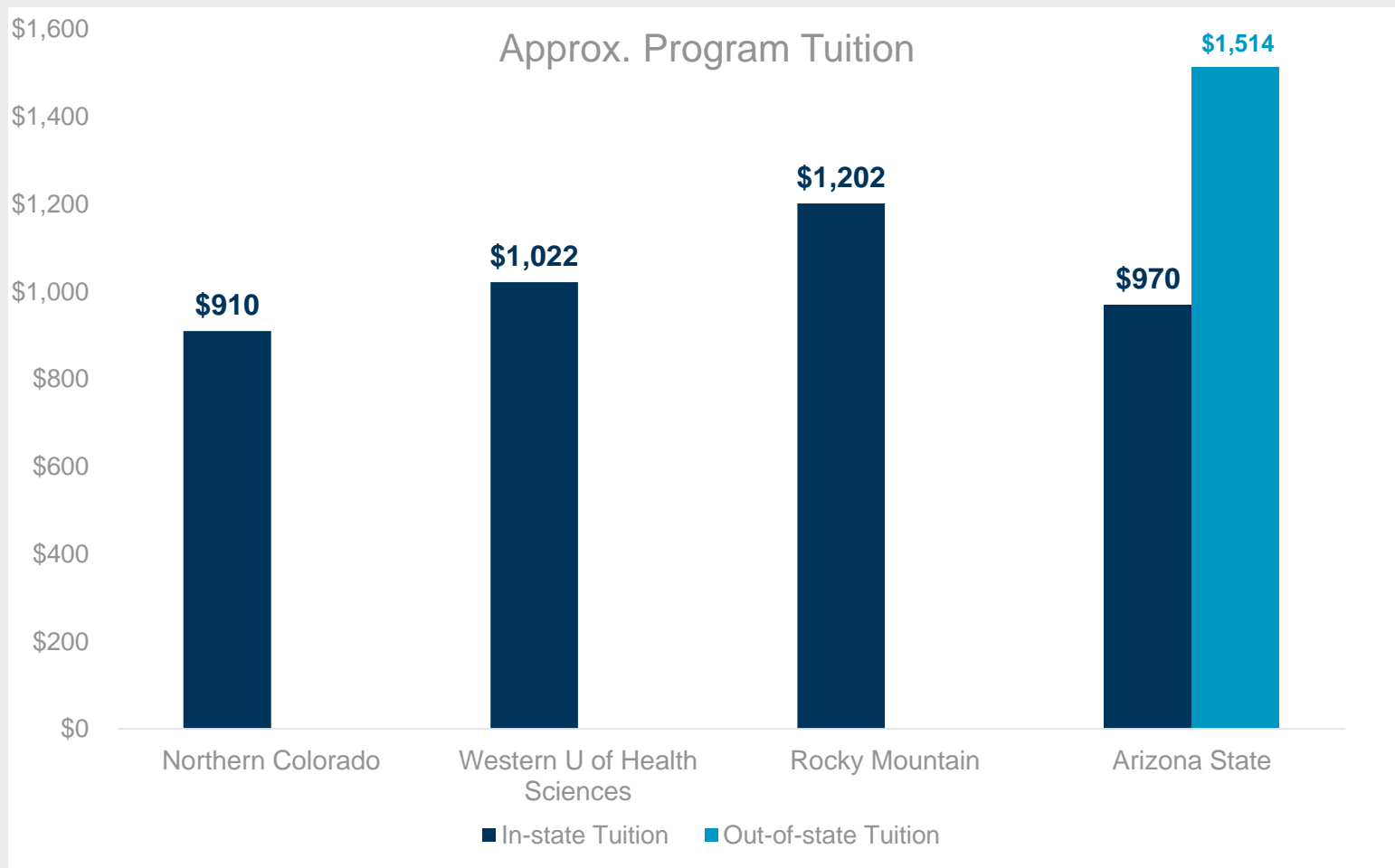
Institutions, Conferrals, and Modality			
Institution	Modality	2022 Conferrals	Degree(s) Offered
<a href="#"><u>University of Northern Colorado</u></a>	Hybrid	4 (UNC is not reporting to aligned CIP)	ENP Graduate Certificate (also offered by UNC Extended Campus)
<a href="#"><u>Western University of Health Sciences</u></a>	Hybrid	4 (reporting to the aligned CIP)	ENP Graduate Certificate
<a href="#"><u>Rocky Mountain University</u></a>	Hybrid	Not reporting to any aligned CIP	ENP Certificate
<a href="#"><u>Arizona State University</u></a>	Hybrid	5 (reporting to the aligned CIP)	ENP Graduate Certificate

**Target Audience.** Programs focus on FNPs looking to move into an emergency setting. UNC offers limited insight into desired prospect.

Target Audience	
Institution	Target Audience
<b>University of Northern Colorado</b>	No clear target audience but clear requirements of certain degrees and licenses.
<b>Western University of Health Sciences</b>	“Designed for nationally certified FNPs who desire or may be currently working in the Urgent Care or Emergency Department setting.”
<b>Rocky Mountain University</b>	“Designed for licensed and certified FNPs who wish to expand their nursing practice to the role of ENP. It will develop clinicians who can manage care and participate in system changes through identification of best practice in ambulatory, urgent, and emergent settings, and across the lifespan.”
<b>Arizona State University</b>	“Designed for board-certified family practitioner nurses who seek additional certification as an ENP and for students currently enrolled in their third year in the SNP program at ASU who seek to become an emergency nurse practitioner.”



**Pricing.** With Nebraska hoping for a 15-credit program, it is on-par with peers. UNC has one of the highest credit requirements but is the most affordable.



**Number of Credits**

Northern Colorado University: 16 credits

Western University of Health Sciences: 12 credits

Rocky Mountain University: 16 credits

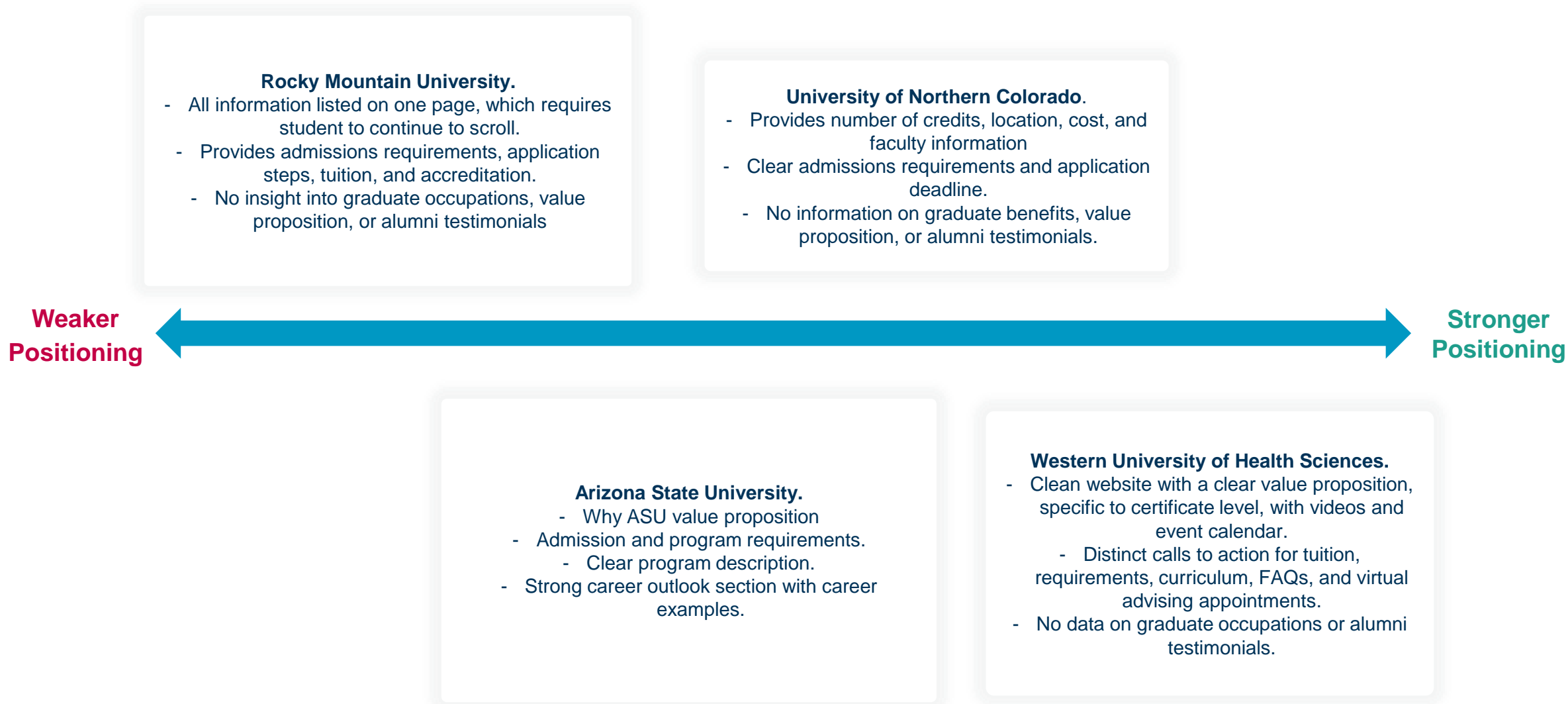
Arizona State University: 15 credits

**Curriculum.** Analyzed providers offer a similar focus on ENP-specific coursework and labs.

**Courses listed in various colors indicate similar themes among examined providers.**

University of Northern Colorado	Western University of Health Sciences	Rocky Mountain University	Arizona State
ENP Graduate Certificate	ENP Graduate Certificate	ENP Certificate	ENP Certificate
<ul style="list-style-type: none"> <li>- Advanced Emergency Care I</li> <li>- Emergency Procedures &amp; Lab I</li> <li>- ENP Clinical I</li> <li>- Advanced Emergency Care II</li> <li>- Emergency Procedures and Lab II</li> <li>- ENP Clinical II</li> <li>- ENP Clinical Synthesis</li> </ul>	<ul style="list-style-type: none"> <li>- Advanced Emergency Care Concepts for the Emergency Nurse Practitioner Clinician I</li> <li>- Advanced Emergency Care Concepts for the Emergency Nurse Practitioner Clinician I</li> <li>- Advanced Emergency Care Concepts for the Emergency Nurse Practitioner Clinician I</li> <li>- Advanced Emergency Care Concepts for the Emergency Nurse Practitioner Clinician II</li> </ul>	<ul style="list-style-type: none"> <li>• - ENP Practicum I (Clinical)</li> <li>• ENP Focus I (Didactic)</li> <li>• ENP Practicum II (Clinical)</li> <li>• ENP Focus II (Didactic)</li> <li>• ENP Practicum III (Clinical)</li> <li>• ENP Focus III (Didactic)</li> </ul>	<ul style="list-style-type: none"> <li>• - Principles of Advanced Emergency Nursing I</li> <li>• ENP Practicum I: Advanced Emergency Nursing Practice</li> <li>• Principles of Advanced Emergency Nursing II</li> <li>• ENP Practicum II: Advanced emergency Nursing Practice</li> <li>• Advanced Physiology</li> </ul>

## Overall Program Positioning (Relative)



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# Research Findings: Eduventures Proprietary Survey Data

## Adult Prospect Research™ Understanding Adult Prospective Students

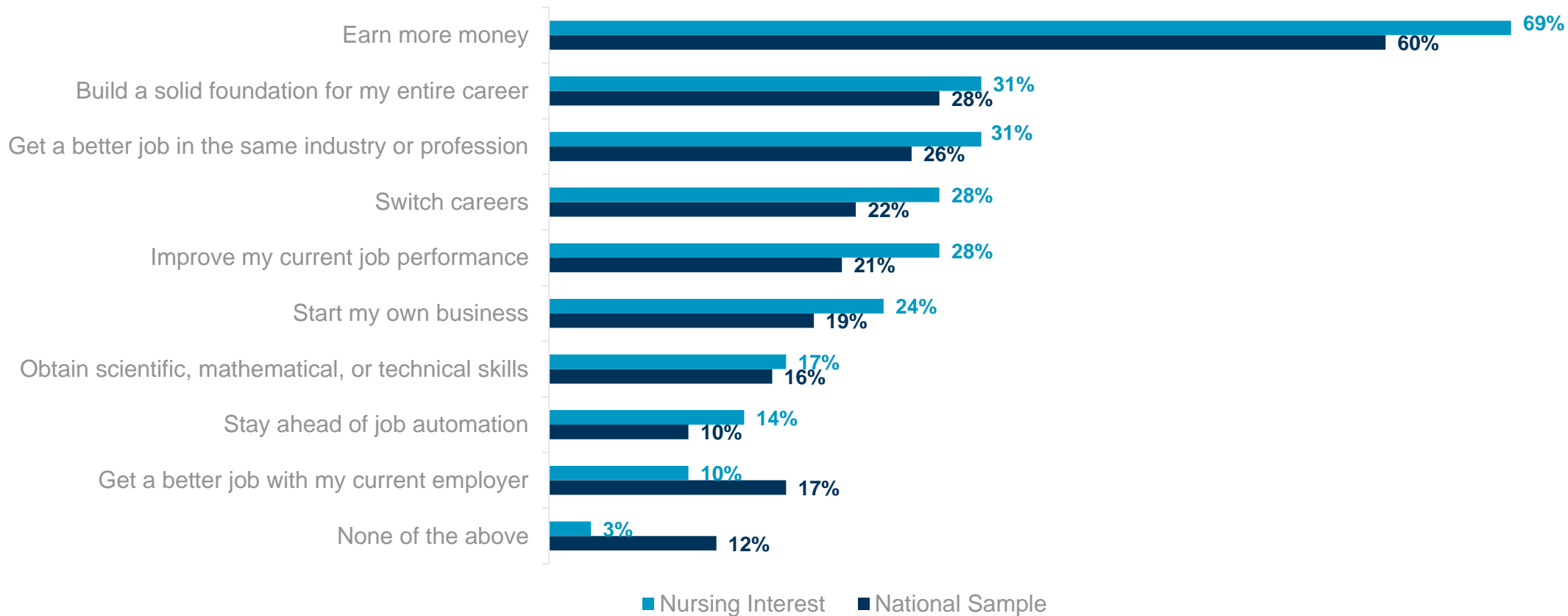
In this section, Eduventures provides insights on prospective adult learners interested in studying a graduate certificate in nursing (n=29) at a college, university, or other education/training provider. This data was collected for Eduventures' 2019-2023 Adult Prospective Research™ Surveys fielded in the respective years. This survey was designed to provide insights on the expectations and desired experiences of prospective adult learners.

Specifically, the next slides detail:

- Top career expectations for graduate certificate in nursing interested adult prospects contrasted against national sample
- Desired learning experiences for graduate certificate in nursing interested adult prospects contrasted against national sample
- Application drivers for graduate certificate in nursing interested adult prospects contrasted against national sample

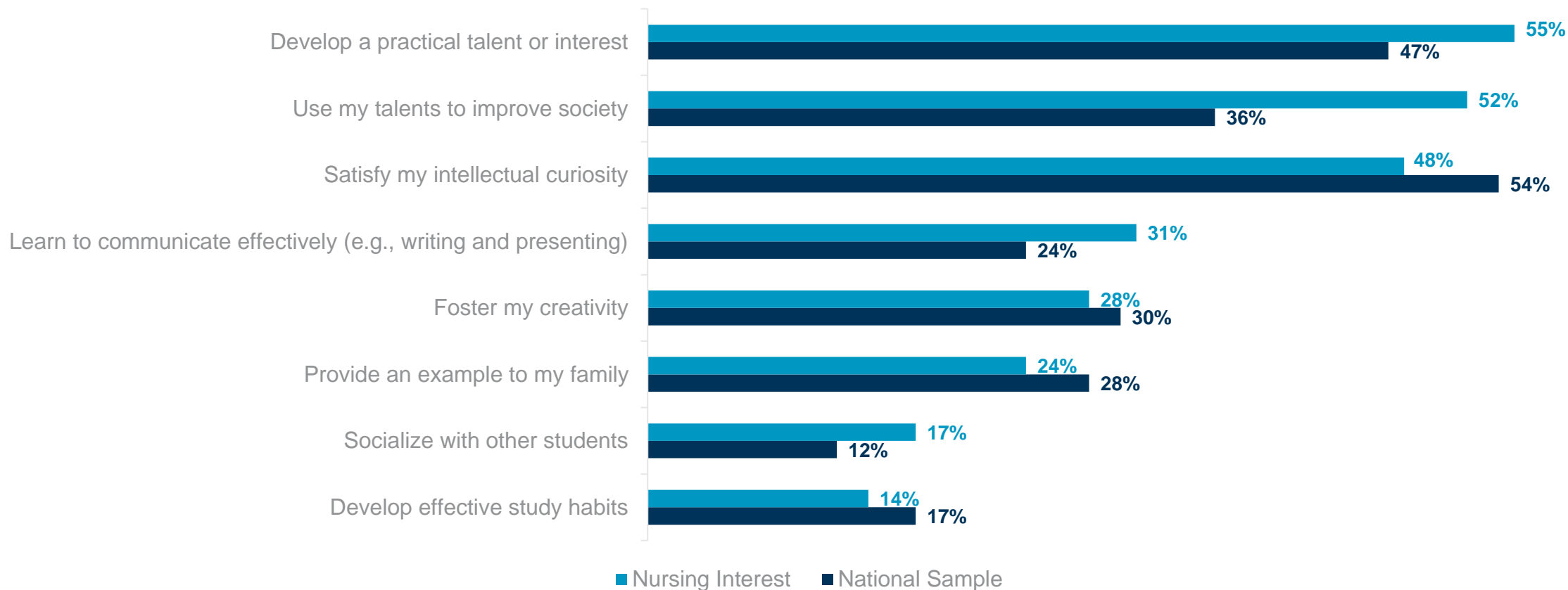
## Career Expectations. Nursing prospects are hoping to earn more money, build a career foundation, and get a better job in the industry.

What are your top three career expectations you have for continuing your education?



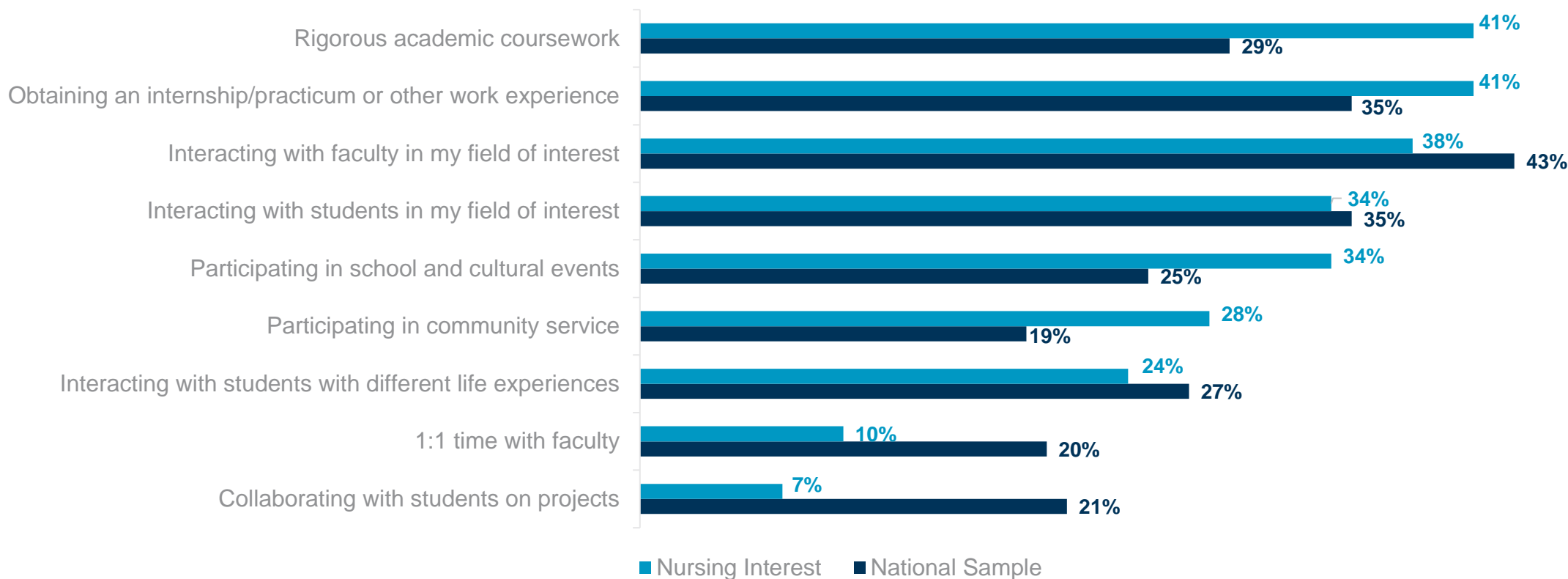
**Non-Career Expectations.** Prospects want to develop a practical talent and use them to improve society. Communication skills are also important.

What are your top three non-career expectations you have for continuing your education?



## Learning Experiences. Rigorous coursework, internships, events, and community service are important to these nursing prospects.

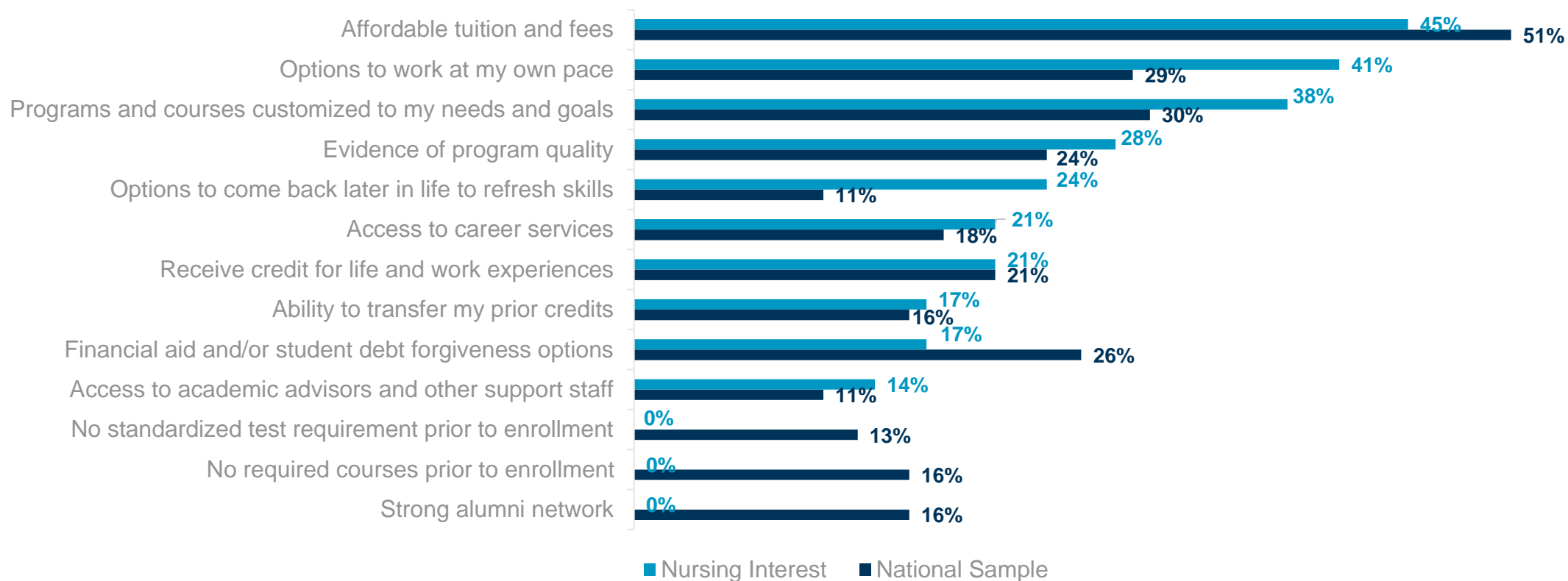
What are the top three experiences you expect to learn the most from while continuing your education?





**Application Drivers.** Flexibility, customization, and options to come back and refresh skills are top drivers for these prospects to apply.

What are the top three experiences you expect to learn the most from while continuing your education?



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## Research Findings: Labor Market Demand

## Labor Market Analysis: Insights into Relevant Labor Market Trends

This section of this report complements the historic market view seen in the previous section by providing forward looking occupational projections for careers aligned to the ENP market through BLS and other labor data sources available through Lightcast.

The next slides show:

- National occupational projection data for aligned occupations
- Regional occupational projection data for aligned occupations
- Job posting analysis

National Occupational Projections. Both occupations growing faster than the national average of all jobs.

National Aligned Occupational Growth						
SOC	Description	2024 Jobs	2034 Jobs	% Change	Annual Openings	Typical Entry-Level Education
All	All National Occupations	164,199,973	178,276,109	9%	20,512,200	N/A
29-1141	Registered Nurses	3,344,457	3,708,457	11%	229,619	Bachelor's Degree
29-1171	Nurse Practitioners	305,627	430,990	41%	28,769	Master's Degree

Source: Eduventures analysis of Lightcast data.

Regional Occupational Projections. Same trajectory as national market. Master's degree typical for NPs.

Table Title						
SOC	Description	2024 Jobs	2034 Jobs	% Change	Annual Openings	Typical Entry-Level Education
All	All Regional Occupations	11,327,122	12,042,142	6%	1,378,134	N/A
29-1141	Registered Nurses	244,529	261,843	7%	15,746	Bachelor's Degree
29-1171	Nurse Practitioners	21,275	28,663	35%	1,848	Master's Degree

Source: Eduventures analysis of Lightcast data  
Region includes Nebraska, Wyoming, South Dakota, Iowa, Missouri, Kansas, and Colorado. .

# Job Posting Analysis. Small unique posting number with Colorado as top state. Nebraska has small number of aligned postings.

**Postings filtered by those with a master's degree and any of the following skills: Emergency NP and Emergency Nursing.**

## Job Postings Overview

458

Unique Postings ⓘ

1,176 Total Postings

38

Employers Competing ⓘ

101,630 Total Employers

28 Days

Median Posting Duration ⓘ

Regional Average: 25 Days

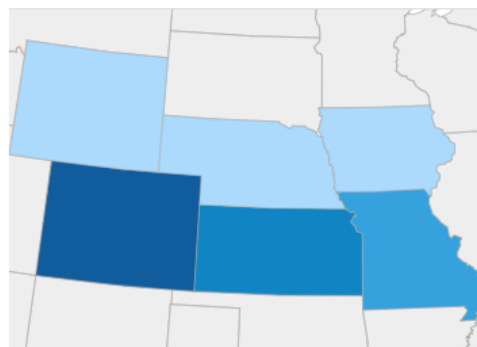
3 : 1

Posting Intensity ⓘ

Regional Average: 3 : 1

## Job Postings Regional Breakdown

[Jump to Job Postings by Location](#) ■■■



State	Unique Postings (Jun 2023 - Jun 2024)
Colorado	278
Kansas	88
Missouri	60
Iowa	22
Nebraska	7

## Job Posting Analysis. Top job titles indicate the need for NPs in the region. Emergency Medicine NPs have fewer postings.

Postings filtered by those with a master's degree and any of the following skills: Emergency NP and Emergency Nursing.

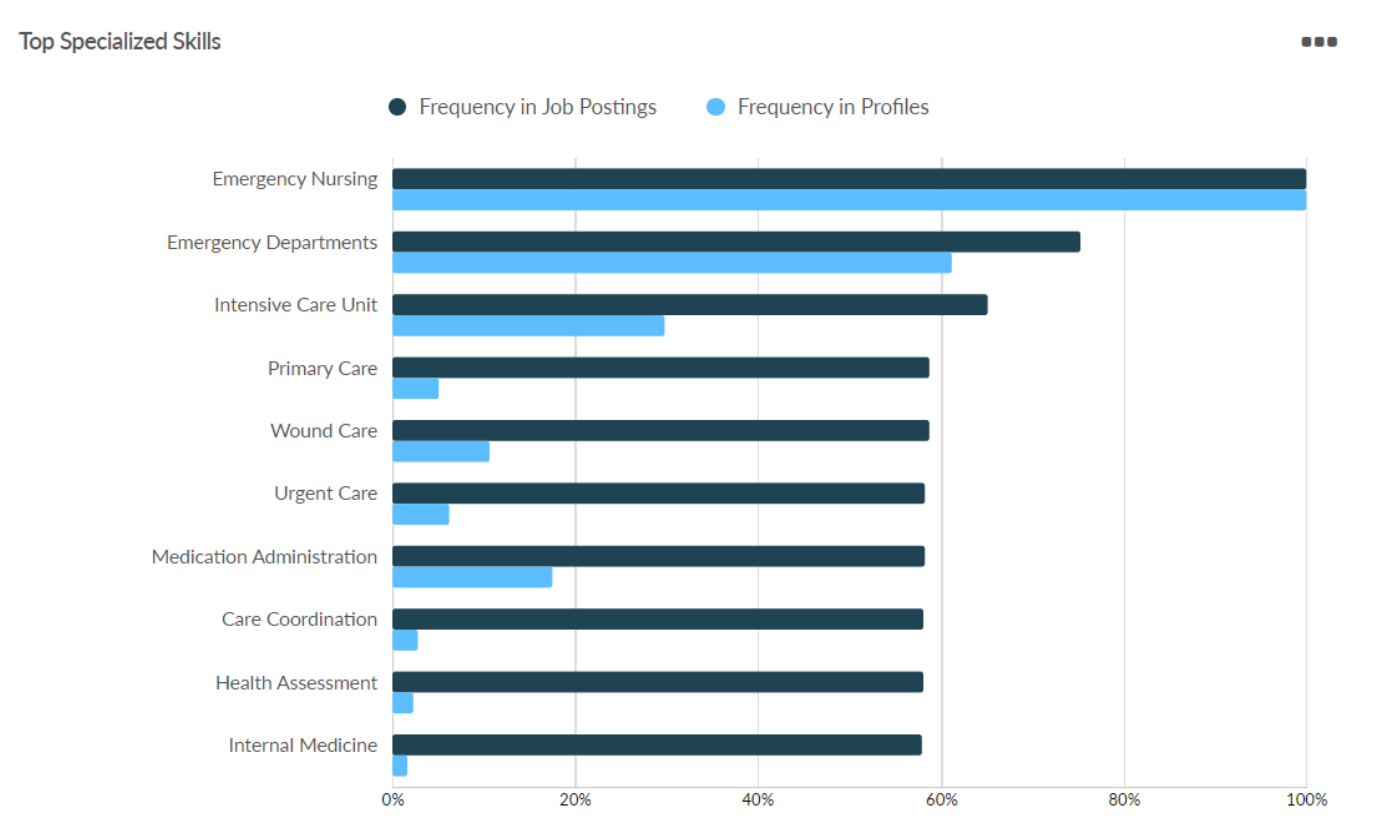
Top Posted Job Titles ☰

Job Title	Total/Unique (Jun 2023 - Jun 2024)	Posting Intensity	Median Posting Duration
Nurse Practitioners/Physician Assistants	200 / 90	2 : 1	30 days
Advanced Practice Providers/Physician Assistants/Nurse Practitioners	153 / 71	2 : 1	36 days
Nurse Practitioners	281 / 70	4 : 1	18 days
Emergency Department Managers	137 / 46	3 : 1	35 days
Clinical Educators	85 / 29	3 : 1	26 days
Clinical Nurse Supervisors	40 / 24	2 : 1	28 days
Emergency Medicine Nurse Practitioners	53 / 14	4 : 1	31 days
Directors of Emergency Services	28 / 14	2 : 1	24 days
Care Nurse Practitioners	10 / 7	1 : 1	29 days
Emergency Department Registered Nurses	24 / 7	3 : 1	40 days

[More](#)

# Job Posting Analysis. Top specialized skills are seeking experience in emergency settings.

Postings filtered by those with a master's degree and any of the following skills: Emergency NP and Emergency Nursing.





Job Posting Analysis. Top growing specialized skills are seeking experience in emergency settings. ICU skills are lagging in the region.

Postings filtered by those with a master's degree and any of the following skills: Emergency NP and Emergency Nursing.

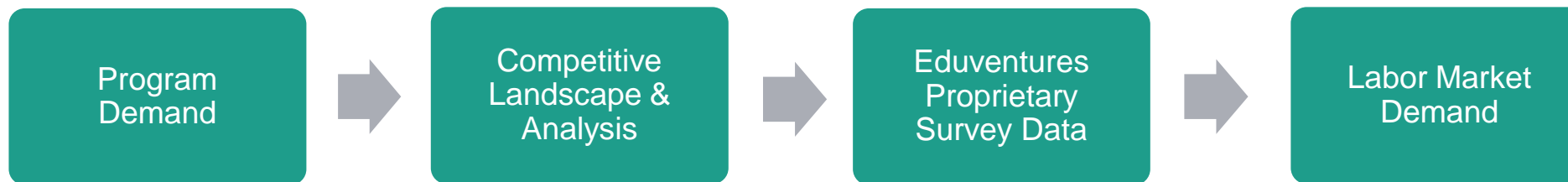
Skills	Postings	% of Total Postings	Profiles	% of Total Profiles <sup>?</sup>	Projected Skill Growth	Skill Growth Relative to Market <sup>?</sup>
Emergency Nursing	458	100%	2,320	100%	+11.4%	Growing
Emergency Departments	345	75%	1,420	61%	+9.1%	Growing
Intensive Care Unit	298	65%	691	30%	+3.2%	Lagging
Primary Care	269	59%	117	5%	+11.3%	Growing
Wound Care	269	59%	247	11%	+7.8%	Stable
Urgent Care	267	58%	144	6%	+15.1%	Growing
Medication Administration	267	58%	408	18%	+14.3%	Growing
Care Coordination	266	58%	65	3%	+15.6%	Growing
Health Assessment	266	58%	53	2%	+14.7%	Growing
Internal Medicine	265	58%	39	2%	+18.1%	Growing

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# Appendix

# Methodology

Eduventures leveraged the following data sources to investigate the market for this degree:



## Program Demand

Eduventures consulted the National Center for Education Statistics' (NCES) Integrated Postsecondary Education Data System (IPEDS) database to analyze national completion and provider enrollment trends for the years 2012-2021. The analyzed Classification of Instruction Program Codes (CIP Codes) for this study can be found on slide 44.

## Competitive Landscape and Analysis

Eduventures consulted IPEDS degree conferral data for the selected CIP codes to identify the top institutions and organizations through their 2021 completions. Eduventures provided data on the top programs' name, compound average growth rate (CAGR) from 2020-2021, and program modality. Eduventures then identified aligned or relevant programs to provide a competitive analysis.

## Eduventures Proprietary Survey Data

Eduventures provides data from the 2019-2023 Adult Prospect Surveys to understand how adult learners interested in education may differ from all other prospects when it comes to their expectations and desires for postsecondary education.

## Labor Market Demand

Eduventures leveraged Bureau of Labor Statistics (BLS) data through our partnership with Lightcast to provide the occupational outlook, both nationally and regionally, for the occupations aligned to the proposed program. Eduventures analyzed the relevant occupations as classified under the Standard Occupational Classification (SOC) System. The SOC codes analyzed can be found on slide 45.

## Methodology (examined CIP codes)

Eduventures utilized the following CIP codes to provide analysis on program demand:

CIP Codes	Program Description
<b>51.3816) Emergency Room/Trauma Nursing</b>	A program that prepares registered nurses to deliver advanced, direct patient care in emergency and trauma settings. Includes instruction in advanced health assessment, pharmacology, physiology, emergency management, trauma conditions, trauma assessments and acute care.
<b>51.3805) Family Practice Nurse/Nursing</b>	A program that prepares registered nurses to provide independent general care for family groups and individuals in the context of family living. Includes instruction in family theory and intervention, role synthesis, family primary care, nursing practice and health care policy, holistic practice, pediatric practice, gerontological practice, health assessment, clinical pharmacotherapeutics, clinical techniques, and pathopsychology.

## Methodology (examined SOC codes)

Eduventures utilized the following SOC codes to provide analysis on labor demand:

SOC Codes	Program Description
<b>29-1141) Registered Nurses</b>	<p>Assess patient health problems and needs, develop and implement nursing care plans, and maintain medical records. Administer nursing care to ill, injured, convalescent, or disabled patients. May advise patients on health maintenance and disease prevention or provide case management. Licensing or registration required. Includes Clinical Nurse Specialists. Excludes "Nurse Anesthetists" (29-1151), "Nurse Midwives" (29-1161), and "Nurse Practitioners" (29-1171).</p> <p>Illustrative examples: <i>Coronary Care Unit Nurse , Hospice Registered Nurse , Psychiatric Nurse</i></p>
<b>29-1171) Nurse Practitioners</b>	<p>Diagnose and treat acute, episodic, or chronic illness, independently or as part of a healthcare team. May focus on health promotion and disease prevention. May order, perform, or interpret diagnostic tests such as lab work and x rays. May prescribe medication. Must be registered nurses who have specialized graduate education.</p> <p>Illustrative examples: <i>Cardiology Nurse Practitioner , Family Practice Nurse Practitioner , Gerontological Nurse Practitioner</i></p>

# Thank you!

PLEASE CONTACT YOUR CLIENT RESEARCH ANALYST  
WITH QUESTIONS ON THIS REPORT.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Kearney Education Association (UNKEA) for the 2025-2027 biennium.

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Charles Bicak, Interim Chancellor  
Anne Barnes, Interim Vice President for Business and Finance | CFO

### **PURPOSE & KEY POINTS**

The amendments to the Bargaining Agreement were made pursuant to Neb. Rev. Stat. §§ 81-1369 through 81-1388. The key economic elements of the amendments involve the distribution of salary increases to eligible faculty under Sections 2 and 3 of Article VII of the Collective Bargaining Agreement in an amount equal to 4% of the Aggregate Faculty Base Salary in the first year and 3% in the second year of the contract for the 2025-2027 biennium.

Minor, non-substantive adjustments or corrections may be made in the final document prior to printing. By statute, once these amendments are approved by the Board, they become effective upon ratification by the UNKEA.

### **BACKGROUND INFORMATION**

February 10, 2023 – The Board of Regents approved amendments to the Collective Bargaining Agreement for the 2023-2025 biennium.

### **RECOMMENDATION**

The President recommends approval.

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

and

THE UNIVERSITY OF NEBRASKA AT KEARNEY  
EDUCATION ASSOCIATION

for the period of

JULY 1, 202~~5~~<sup>3</sup> through JUNE 30, 202~~7~~<sup>5</sup>



# **UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION**

## **PREAMBLE**

The variety and complexity of the various missions of the University of Nebraska at Kearney (hereafter referred to as the "University") produces an interdependence among the Board of Regents, administrators, faculty, students, and staff in academic matters. This academic community and its members are committed to promoting the quality and effectiveness of all programs at the University, as well as maintaining high standards of excellence in all phases of instruction, research, and service.

It is recognized by all parties that academic matters are appropriately addressed through a strong system of shared governance which includes consultation with faculty when consideration is given to the (a) role and mission of the University, (b) academic goals and objectives and (c) general policies designed to facilitate the achievements of the academic goals and objectives. Shared governance also requires departments and colleges to have involvement in the (a) recruitment, selection, and retention of faculty and administrators; (b) development of high-quality programs and courses; and (c) other matters affecting the achievement of the academic goals and objectives.

The Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Kearney Education Association (hereinafter referred to as the "UNKEA") jointly support the continued maintenance of shared governance at the University of Nebraska at Kearney, including the continuation of an independent Faculty Senate, with its own constitution and rules of procedures and composed of freely-elected representatives from the several faculties.

In jointly supporting the continued maintenance of shared governance as described in this Preamble the Parties recognize that the term "faculty" is not limited specifically to the Bargaining Unit as defined in Article II, or to the UNKEA as the certified bargaining agent thereof. Rather, such reference is to the general faculty of the University, and the Faculty Senate, which is the faculty governing agency.

The Board and the UNKEA agree that the principles set forth in this Preamble should guide the interpretation of their continuing relationship. No grievance under this Agreement shall be based on this Preamble.

University of Nebraska Board of Regents  
and  
University of Nebraska at Kearney Education Association  
for the period of  
July 1, 202~~5~~3 through June 30, 202~~5~~7

AGREEMENT

This Agreement between the Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Kearney Education Association (hereinafter referred to as the "UNKEA") was approved by the Board on ~~February~~ \_\_\_\_\_, 202~~5~~3 and was ratified by the UNKEA on ~~January~~ \_\_\_\_\_, 202~~5~~3. This Agreement shall supersede those rules, regulations, or practices of the Board of Regents and the University of Nebraska Kearney which are contrary to or inconsistent with the terms of this Agreement.

The written policies and procedures of the Board and/or the University of Nebraska at Kearney, as they exist on the date of the contract ratification by both parties, shall, to the extent the same constitute mandatory bargainable terms and conditions of employment, remain in force during the term of this agreement and, to the extent that any action by the Administration in respect thereto would be applicable to the bargaining unit representative by the UNKEA hereunder, such policies and procedures, to the extent the same constitute mandatory bargainable terms and conditions of employment, shall not be altered, amended, supplemented, deleted, or otherwise modified in any way during the term of this Agreement, without the mutual consent of the Board or the appropriate administrative official and the UNKEA.

WHEREAS, the UNKEA and the Board have undertaken to negotiate in good faith with respect to the mandatory bargainable terms and conditions of employment of Unit Members represented by the UNKEA for the 202~~5~~3-202~~6~~4 and 202~~6~~4-202~~7~~5 fiscal years; and

WHEREAS, these negotiations have resulted in a mutually acceptable collective bargaining agreement incorporating the terms and conditions hereinafter set forth.

NOW, THEREFORE, the UNKEA and the Board, for and in consideration of their mutual obligations and undertakings as herein set forth, agree as follows:

ARTICLE I.

TERM

The term of this Agreement shall be two (2) years commencing July 1, 202~~5~~<sup>3</sup>, and continuing thereafter until 12:00 midnight June 30, 202~~7~~<sup>5</sup>.

## ARTICLE II.

### RECOGNITION

Section 1. The Board recognizes the UNKEA as the exclusive bargaining agent for all full-time ranked instructional personnel; professor, associate professor, assistant professor, instructor, senior lecturer, and lecturer, including ranked librarians employed by the Board of Regents of the University of Nebraska, who perform teaching and/or research duties (including individuals on a Faculty Practice Appointment) and who are administratively assigned to the University of Nebraska at Kearney, excluding department chairs who have an administrative assignment of more than .5 FTE, all other administrative personnel and all persons assigned to the job classifications set forth in Appendix A, a copy of which is attached hereto and incorporated herein by reference.

Section 2. If the Board or campus administration proposes to change any existing job title or description, or to create new job titles covering work now being performed by the members of the bargaining unit, the administration shall notify the UNKEA of such proposed action and meet upon request to discuss the impact of the proposed changes on the composition of the unit. If the Board or campus administration proposes to change or reorganize any academic unit at UNK in any manner which would alter the bargaining unit, the Board will notify the UNKEA of the proposal and will meet upon request with the UNKEA to discuss the impact of the proposed action on the composition of the unit. This contractual provision shall not preclude the right of either party to seek clarification and/or unit determination through the Commission of Industrial Relations.

## ARTICLE III.

### NONDISCRIMINATION

The Board and UNKEA agree that no preference or discrimination shall be shown by either the Board or the UNKEA for or against any employee covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, genetic information, age, disability, marital status, veteran's status, union membership, or individual characteristics other than qualifications for employment, quality of performance of duties and conduct related to employment. The Board and the UNKEA agree that they will comply with all laws and regulations prohibiting or enforcing prohibitions against discrimination for or against any employee covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, genetic information, age, disability, marital status, veteran's status, union membership.

Unit members will be offered the opportunity to participate in programs offered by the administration regarding state and federal EEO, diversity, and other compliance training, as required, to apply, receive and retain state and or federal funding. Training may include subject matter involving ethnic/cultural awareness, harassment or any EEO, Title IX programs, employment laws of the State of Nebraska or University of Nebraska policy.

## ARTICLE IV.

### ACADEMIC FREEDOM AND RESPONSIBILITY

The Board and UNKEA recognize and accept the principles of both academic freedom and academic responsibility as established in Sections 4.1 and 4.2 of the "Bylaws of the Board of Regents of the University of Nebraska" in place at the time of ratification of this agreement by both parties.

## ARTICLE V.

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The parties agree that all disputes should be resolved, whenever possible, before the filing of a grievance, and encourage open and honest communication between the administration and Unit Members so that resort to the formal Grievance Procedure will not normally be necessary. The parties also encourage the informal resolution of disputes whenever possible. At each step of the grievance process, participants are encouraged to pursue appropriate methods of conflict resolution. The purpose of the Grievance Procedure is to provide a prompt and efficient means for the investigation, response to and resolution of grievances.

The Grievance Procedures hereinafter set forth shall be the primary method for resolving grievances as defined in Section 2 of this Article. If a unit member elects not to resolve an alleged violation through the grievance procedures set forth in the contract but rather chooses to resolve it through another forum, as described in Section 2e and Section 5 of this Article, such as the Faculty Senate Grievance Committee, such election by the Unit Member will be acknowledged by signing and submitting Appendix F to the Senior Vice Chancellor for Academic Affairs within 120 days of the event(s) which gave rise to the grievance.

Section 2. Definitions:

"Grievance" shall mean a dispute concerning the interpretation and/or application of a specific term or provision of this Agreement, or to the extent such written policies or procedures constitute mandatory negotiable terms or conditions of employment, a dispute concerning the interpretation and/or application of a specific term or provision of the written policies and procedures of the Board and/or UNK, in existence at the time of ratification of the Collective Bargaining Agreement by both parties, or upon entry of a final non-appealable order of the CIR pursuant to SS 81-1369 to SS 81-1390, or as such policies may be amended from time to time, in accordance with Article VIII of this Agreement.

A grievance under Article V may also be pursued based on the good faith allegation that procedures outlined or referred to in this Agreement which affect or implement mandatory negotiable terms and conditions of employment were not followed and that such failure affected a substantive decision in the matter; except that, the substantive decision of the Board or

its designee shall constitute the final administrative judgment in any proceeding which provides for a review and/or decision at that level, and such decision shall not give rise to a grievance, or to the continuation or reconsideration of grievance under Article V.

The following shall constitute specific matters with respect to which a Grievance cannot be filed:

- (a) Matters set forth in the written response and recommendation of the Dean or the Chancellor as required pursuant to Steps I or II of the formal Grievance Procedure;
- (b) Matters set forth in the written decision of the Board or its designee as required by Step III of the formal Grievance Procedure;
- (c) Any matter which has been previously resolved through written agreement, whether formal or informal, of the parties;
- (d) Absent a material change of facts or circumstances, any matter arising out of or connected with facts and circumstances with respect to which a Grievant has previously filed a Grievance pursuant to the terms of this Grievance Procedure. This provision shall not preclude a complaint alleging failure to comply with or follow the grievance procedure.
- (e) Matters relating to claims of discrimination prohibited by state, local or federal laws or ordinances, all of which shall be addressed and resolved through the appropriate University and/or state, federal or local procedures designed for such purposes.
- (f) Matters which are specifically identified elsewhere in this Agreement as not subject to the grievance procedure, including, but not limited to, the following:
  - (i) The substantive decision of the Board to discontinue programs or departments (Article XII).
  - (ii) Non-reappointment or nonrenewal of Special appointment or an Appointment for a Specific Term (Article XIV).

Specific matters with respect to which a grievance may be filed based only on the allegation that the procedures outlined or referred to in this Agreement



were not followed, and that such failure affected the substantive decision in the matter shall include, but shall not be limited to, the following:

- (a) Matters relating to the granting of a Continuous Appointment;
- (b) Matters relating to the termination of a Special Appointment or an Appointment for a Specific Term prior to the expiration of its stated term;
- (c) Matters relating to the termination of a Continuous Appointment.

"Grievant": The term Grievant shall include a unit member, a group of Unit Members or the UNKEA.

Section 3. Informal Procedure

~~(a) The Informal Grievance Procedure should be initiated within thirty (30) calendar days following the act or omission giving rise thereto, or the date on which the Grievant knew, or reasonably should have known, of such act or omission if the date is later.~~

~~(b) Informal Presentation and Discussion:~~

Prior to the ~~notification of intent to file~~ filing of a formal Grievance, any unit member may present his/her dispute to the appropriate administrator, ~~typically~~ below the office of the Senior Vice Chancellor, with or without the UNKEA representative present. Similarly, representatives of the UNKEA may informally present and discuss the dispute on behalf of any unit member or group of Unit Members with the appropriate administrator, ~~typically~~ below the office of the Senior Vice Chancellor. Any settlement, withdrawal or disposition satisfactory to the complainant at this informal stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes which may subsequently thereafter arise.

~~Section 4. (c) Intent to File a~~ Formal Grievance

Step 1. If there is no settlement, withdrawal or disposition satisfactory to the complainant at the informal stage of presentation and discussion, any unit member, ~~a group of unit members or the UNKEA,~~ may ~~then within seven (7)~~

~~calendar days from receipt of the administrator's decision, notify the Chancellor of their Intent to File a formal grievance, in the form attached as Appendix B, and begin formal proceedings. A formal grievance must be filed within thirty (30) calendar days following the act or omission giving rise thereto, or the date on which the Grievant knew, or reasonably should have known, of such act or omission if the date is later.~~

~~When the formal grievance is filed by a unit member or a group of unit members, rRepresentatives of the UNKEA may informally present and discuss the dispute on behalf of any unit member or group of Unit Members with the appropriate administrator, below the office of the Senior Vice Chancellor or the appropriate administrative designee. The Chancellor may identify an administrative designee for such discussions.~~

~~The formal processing of the Grievance shall be delayed for a period of up to fourteen (14) calendar days from the initiation of the Intent to File, during which period efforts to resolve the Grievance shall be made. Upon the written request of either party to the other, and additional twenty one (21) calendar day extension may be granted by mutual consent. The Senior Vice Chancellor or the administrative designee administrator shall, during such delay or postponement, investigate the Grievance and meet with the Grievant and the UNKEA representatives. If such meeting results in the resolution of the Grievance, a written report reflecting such decision shall be prepared, executed by the parties and distributed to the Grievant and the UNKEA. Any settlement, withdrawal or disposition satisfactory to the grievant at this informal stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes, which may subsequently thereafter arise.~~

~~If the delay or postponement, or any extension thereof, expires without the Grievance being resolved to the Grievant's satisfaction, then tThe Senior Vice Chancellor or the administrative designeeadministrator shall prepare a written determination setting forth the formal position of the administration with regard to such Grievance. Such determination shall be made within fourteen (14)thirty (30) calendar days next following the date on which the formal grievance was received by the Senior Vice Chancellor or administrative designee. delay, including any extension thereof, expires and. Copies of the determination shall be distributed to the grievant and the UNKEA. If such meeting results in the resolution of the Grievance, a written report reflecting~~

such decision shall be prepared, executed by the parties and distributed to the Grievant and the UNKEA.

~~In the event the written decision refers to documents, copies of such documents shall be attached to the decision.~~

~~Section 4. Formal Grievance Procedure:~~

~~(a) Step 2I: The Grievant(s) and/or the UNKEA may request the Chancellor or designee to review the decision rendered at Step 1. This request shall be in writing and shall set forth the objections to the Step 1 decision within thirty (30) days of the filing of the Step 1 response. The Chancellor shall within thirty (30) calendar days~~ submit the grievance to a "Grievance Advisory Committee" consisting of two (2) faculty Members chosen by the UNKEA, none of whom is a member of the grievant's department, and two (2) administrators chosen by the Chancellor, neither of whom has line authority over the grievant. The Committee shall undertake such investigations as it deems necessary, based on the circumstances, and shall issue its recommendation to the Chancellor within ~~twenty-onethirty (2130)~~ calendar days. The Chancellor shall issue a written decision within seven (7) calendar days following receipt of the recommendation of the Grievance Advisory Committee. If transcripts of Advisory Committee proceedings and hearings are created, they will be made available to the grievant and involved parties at their request and at their own expense.

Step ~~II~~3:

~~(a) The Grievant and/or the UNKEA shall have seven (7)Thirty (30) calendar days from receipt of the Chancellor's decision to appeal that decision to the Board of Regents or its designee. The Board, or its designee, shall schedule a conference at Varner Hall in Lincoln, Nebraska, with the Grievant and/or the UNKEA no sooner than fourteen (14) calendar days and no later than sixty (60) calendar days following the date on which the request for review was received. Upon the request of the grievant the conference may be in the form of a hearing held in accordance with the rules of the Nebraska Supreme Court.~~ The proceedings will be tape-recorded and at the grievant's request and expense a transcript will be made available. Other expenses of the hearing should any be incurred will be shared equally by the Board and the UNKEA and/or the grievant. The grievant will have the right to be heard and to call witnesses on his/her behalf. The Board, or its designee, shall thereupon undertake such further investigation as it, in its sole discretion, may deem necessary or appropriate and shall, within thirty (30) calendar days

following the conclusion of the review conference or hearing, issue its written decision to the Grievant and the UNKEA stating the final position of the University administration with respect to the Grievance.

- (b) Arbitration: If a Grievance is not resolved to the Grievant's satisfaction, the Board and the UNKEA may, following issuance of the Step II decision, agree, in lieu of all other legal process, to submit the dispute to binding arbitration, and, if agreed to, shall mutually select an arbitrator or arbitrators competent in matters peculiar to institutions of higher education, and, if appropriate, to the particular discipline or issue which constitute the subject matter of the Grievance. Should the parties be unable to agree on an arbitrator or arbitrators within fourteen (14) calendar days, the dispute shall be referred to the American Arbitration Association for resolution by an arbitrator from its labor panel in accord with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the Board and the UNKEA and/or the grievant. Such cost shall be limited to the arbitrator's fees and expenses and charges of the American Arbitration Association. Absent the consent of both parties following the Step II decision of the Board, the dispute shall not be subject to arbitration or further proceeding hereunder.
- (c) As used in Section 4 (a) and 4 (b) above, the phrase, "the UNKEA and/or the grievant" shall refer to the UNKEA in instances in which the UNKEA is representing the grievant or is the grieving party. It shall refer to the faculty member when the UNKEA is not involved as the grievant, or in a representative capacity in the grievance.

Section 5. Effect of Resort to Other Procedures:

If prior to seeking the resolution of a dispute by filing a Grievance hereunder, or, if while this Grievance Procedure is in progress, the Grievant seeks resolution of the dispute in any other forum, whether administrative or judicial, then, in that event, the Board and the Administration shall be free from the obligation to entertain or proceed further with the resolution of the dispute pursuant to the terms of this Grievance Procedure.

Section 6. Representation:

The UNKEA shall have the right to represent any unit member in a Grievance filed hereunder, provided the unit member may represent himself or herself or be represented by legal counsel of his/her choice at his/her own expense.

Any meeting, interview, or hearing related to a formal grievance should be scheduled in a manner that permits the grievant to have their chosen representative present. If the unit member elects not to seek representation by the UNKEA, then, in that event, the appropriate administrator shall inform the UNKEA in writing that the Grievance has been filed, and the UNKEA shall be provided with a written statement of the resolution of any Grievance filed under this Section.

Section 7. Grievance Form:

All formal Grievances must be submitted on the standardized grievance forms which are appended to this Agreement as Appendices "B", "C", "D", and "F" and incorporated herein by reference.

Section 8. Resolution of Grievance Cannot Violate the Agreement:

No resolution of a Grievance shall be in any way inconsistent with the terms of this Agreement.

Section 9. Appearances of a Unit Member in the Grievance Procedure:

When a unit member participates in a grievance conference, meeting, or hearing, the Unit Member's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

Section 10. Extension of Time Limits:

All time limits contained in this Article may be extend by mutual agreement of the parties involved directly in the particular step in the grievance procedure; except that the time limits for the initial filing of the grievance may be extended only by written agreement between the appropriate administrator and the UNKEA or the grievant.

Section 11. Notification:

All grievances, requests for review, notices, and decisions within the context of the informal procedure (Article V, Section 3) may be processed within the medium of electronic communications as well as within a written format executed through campus mail and delivered messages.

All grievances, requests for review, notices, and decisions within the context of the formal procedure (Article V, Section 4) shall be transmitted by electronic

| or certified ~~or registered~~ mail, postage prepaid and return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or discussion, the date of posting shall be determinative. In the event that an action falls due on a Saturday, Sunday, or holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

## ARTICLE VI.

### PERSONNEL FILES

Faculty Academic Records shall be kept in the offices of the Unit Member's Department, the Dean of the College, and the Office of the Senior Vice Chancellor for Academic Affairs (original certified copies of transcripts and other such documents as required for North Central Association accreditation shall be kept in the Office of the Senior Vice Chancellor for Academic Affairs). A personnel file is also maintained in Human Resources. The Official Record is the Cumulative Faculty Academic Record maintained for each Unit Member in the Office of the Dean of the College of his/her major assignment. Documents of an evaluative nature addressing the Unit Member's performance, employment status, or academic assignment must be copied to the Faculty Member prior to being placed in a Faculty Academic Record. Each Unit Member shall have the right to (a) review his/her Faculty Academic Record during regular office hours and (b) attach a statement signed by the Unit Members to any material found in his/her Academic Record. Within two (2) working days of the Unit Member's written request to the Dean of the appropriate college, the Administration shall provide Unit Member with copies of any or all requested materials in his/her file, provided the Unit Member pays the cost of such photocopies.

ARTICLE VII.

WAGES

Section 1. Degree Completion Increment:

- (a) Full-time, tenure track faculty who are members of the bargaining unit, and who do not possess a terminal degree at the time of hire and whose salary has been accepted at a reduced amount relative to degree-holding new hires will receive a one time, increase in base salary matching the amount that had been withheld from their initial salary upon completion of their terminal degree, provided that the degree is completed within two years of their initial date of hire and provided that the degree is in the individual's assigned discipline. Any such withheld amount must be specified in the initial offer of employment.
- (b) Except as set forth above no other adjustments in salary shall be made for bargaining unit members as a result of or in connection with completion of a terminal degree during the term of this Agreement.

Section 2. 20253-20264 Salary Increases:

- (a) Promotion Increases: All eligible faculty who receive a promotion in faculty rank, effective for the 20253-20264 academic year, shall receive the following promotion increases:

Promotion to Professor	\$4,500
Promotion to Associate Professor	\$3,500
Promotion to Assistant Professor	\$2,500
Promotion to Faculty Practice	\$2,500
Promotion to Senior Lecturer	\$1,500,000

- (b) Annual Promotion Floors: In cases in which the promotion increase stipulated in Section 2 (a) above results in an adjusted salary below the lowest 20242-20253 base salary in the rank to which the faculty member is being promoted (referred to as the Annual Promotion Floor), the salary of the faculty member being promoted will be increased to the Annual Promotion Floor.
  - i) For unit members on contracts other than 9 months, such comparison shall be made using one-ninth of the Annual Promotion Floor (Fractional Annual Promotion Floor) with a value equal to the product of their annual base salary and a fraction equal to the inverse of the number of months in their contract. (E.g. The fraction would be 1/12



for those on 12-month contracts.) If the unit-members salary is below this comparison amount, their salary will be increased to a value equal to the product of the number of months in the contract and the Fractional Annual Promotion Floor.

- (c) Increase for Satisfactory Performance: A faculty salary increase pool shall be established based on eligible faculty as defined in Section 4 (a) in the amount of ~~3.20~~~~-2.25~~% of the aggregate faculty Base Salary (excluding stipends, overload, summer school, or other compensation of any kind). The ~~2.25~~~~3.20~~% salary increase funds shall be distributed across-the-board as an equal percentage of the stated annual ~~20242~~-~~20253~~ base salary (excluding stipends, overload, summer school, or other compensation of any kind) of each eligible Unit Member receiving a satisfactory performance ranking.
- (d) Paragraphs 1, 3 and 5 of a Memorandum of Understanding of even date herewith, are incorporated by reference.

Section 3. ~~20264~~-~~20275~~ Salary Increases:

- (a) Promotion Increases: All eligible faculty who receive a promotion in faculty rank, effective for the ~~20264~~-~~20275~~ academic year, shall receive the following promotion increases:

Promotion to Professor	\$4, <del>500</del>
Promotion to Associate Professor	\$3, <del>500</del>
Promotion to Assistant Professor	\$2, <del>500</del>
Promotion to Faculty Practice	\$2, <del>500</del>
Promotion to Senior Lecturer	<del>\$1,500</del> <del>2,000</del>

- (b) Annual Promotion Floors: In cases in which the promotion increase stipulated in Section 2 (a) above results in an adjusted salary below the lowest ~~20253~~-~~20264~~ base salary in the rank to which the faculty member is being promoted (referred to as the Annual Promotion Floor), the salary of the faculty member being promoted will be increased to the Annual Promotion Floor.
  - i) For unit members on contracts other than 9 months, such comparison shall be made using one-ninth of the Annual Promotion Floor (Fractional Annual Promotion Floor) with a value equal to the product of their annual base salary and a fraction equal to the inverse of the number of months in their contract. (E.g. The fraction would be 1/12

for those on 12-month contracts.) If the unit-members salary is below this comparison amount, their salary will be increased to a value equal to the product of the number of months in the contract and the Fractional Annual Promotion Floor.

- (c) Increase for Satisfactory Performance: A faculty salary increase pool shall be established based on eligible faculty as defined in Section 4 (a) in the amount of ~~2.252.20~~% of the aggregate faculty Base Salary (excluding stipends, overload, summer school, or other compensation of any kind). The ~~2.252.20~~% salary increase funds shall be distributed across-the-board as an equal percentage of the stated annual 2024-2025 base salary (excluding stipends, overload, summer school, or other compensation of any kind) of each eligible Unit Member receiving a satisfactory performance ranking.
- (d) Paragraphs 2, 4 and 5 of a Memorandum of Understanding of even date herewith, are incorporated by reference.

Section 4. For purposes of Sections 2 through 3, the following shall apply:

- (a) Eligible Faculty: The provisions of this article will apply only to those Faculty members who are Unit Members on the 25<sup>th</sup> day of April of the academic year immediately preceding the academic year in which the increase is effective and whose appointment status as of August ~~14~~\_\_, 202~~53~~, and August ~~19~~\_\_, 202~~64~~, of the year for which the increase is effective is continued and is within the bargaining unit described in Section 1 of Article II of this contract. In addition, only continuing faculty whose performance was judged satisfactory or better as a result of their most recently completed formal performance review shall be eligible for salary increases.
- (b) Effective Date of Increase: Unless otherwise specified, increases determined under this article shall be effective as of the first day of the fall semester of the academic year to which they apply, for instructional faculty; and July 1 of the contract year to which they apply for library faculty.

Section 5. Overload Payments

Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or expanded campus classes, shall be computed at the rate of two and one-half percent (2.5%) of the faculty member's academic base salary per credit hour, or four hundred dollars per credit hour, whichever is greater. If travel is involved, the faculty member shall be provided compensation for travel time to and from the teaching assignment and for meals and lodging if necessary. If an off-campus class being offered is canceled by the University or a faculty member is replaced, the faculty shall receive payment for each class actually attended in relation to the number of class sessions scheduled.

Section 6. Summer Compensation

- (a) 20264 and 20275  
Wages for summer classes 20264 (May, 20264 through August, 20264) and 20275 (May, 20275 through August, 20275) shall be computed at the rate of three percent (3.0%) of the faculty member's academic year salary per credit hour, may not exceed thirty percent (30%) of the year's salary during summer employment. Credit hours shall be adjusted for laboratory and /or graduate courses, in a manner consistent with course load practice during the regular term. If a class is canceled by the University or a faculty member is replaced, the faculty member shall receive payment for each class actually attended in relation to the number of class sessions scheduled. Wages for non-teaching assignments may exceed the thirty percent (30%) maximum in accordance with Article VII Section 7 below.
- (b) Reopening of Article VII, Section 6  
Reopening of negotiations, for this Section of the contract only, will occur if, for the summer sessions of 20253 (May, 20253 through August, 20253), the University of Nebraska at Kearney does not reach the point where all tuition dollars received by UNK for summer sessions meets at least ninety-five percent (95%) of the amount expended for teaching faculty salaries (i.e., 3.0% per credit hour), excluding fringe benefit costs, administrative costs, and overhead costs. If negotiations are reopened, any contract amendments agreed upon shall take effect for the summer session of 20264.

- (c) Letters of appointment for summer classes shall ordinarily be provided to the unit members no later than two weeks prior to the commencement of the class. In the event the Administration cannot provide the appointment letter within the two week period the unit member will be notified of the delay and provide with the anticipated date the appointment letter will be provided. Errors regarding the salary of a unit member shall be corrected by the next regularly scheduled pay period for the impacted unit member(s) and shall include all required state and federal deductions and salary necessary to correct the error.

Section 7. Salary Adjustments

The Administration will not adjust any unit member's salary unless provided for in this Agreement, mutually agreed to in writing by the UNKEA and the University subsequent to this Agreement, or in response to a legal order from a Court of competent jurisdiction or similar authority. However, the Administration, upon the receipt of a bona-fide offer of employment from another institution or employer may offer a unit member a salary adjustment to retain their employment with the University. A bona-fide employment offer will be defined as a letter of employment, offered to the unit member, of which he/she presents to the Administration for their verification.

Section 8. Salary Savings

It is the express intention of the parties that all salary savings which result from the termination of unit members' employment, whether as a result of resignation, retirement, death, or otherwise, shall be retained by the Board and shall not serve to increase the salary increases provided for herein except for those in Sections 2(a), 2(b), 3(a), 3(b) and 7.

## ARTICLE VIII.

### FRINGE BENEFITS

Section 1. Each Unit Member shall be eligible to participate in the University-wide Fringe Benefit Program such as Retirement, Long-Term Disability Insurance, Group Life/Accidental Death and Dismemberment Insurance, Optional Group Life Insurance, and Group Medical Insurance, Long Term Care, Vision Care, and Group Dental Insurance and as such will be provided with the coverage and University contributions associated with such participation.

Section 2. The Board or its designee shall have the right to modify vendor, plan design, coverage, premiums, fees and charges to Unit Members for any and all programs provided under this Article, so long as such modifications are extended to the Unit Members on the same basis as to all other University full-time employees. A "Meet and Confer" meeting between representatives of the Board and the UNKEA prior to the formal announcement by the Board to Unit Members of any changes in plan design, coverage, premiums, fees or changes in the University-wide Fringe Benefits program shall be held unless, by mutual written consent, both parties stipulate a meeting is not required. "Meet and Confer" as used in this Section shall include prior notice of proposed revisions. To ensure the UNKEA has the opportunity for input involving the deliberations affecting plan design, coverage, premiums, fees, or charges in the University-wide Fringe Benefit Program, the Board or its designee, will provide to UNKEA ten (10) working days to comment on such activities prior to finalizing program changes.

Section 3. Disability/Sick Leave:

Eligibility for Disability Leave as provided herein will be restricted to only those Unit Members who are employed in a paid status by the Board on a 1.00 FTE basis.

The term "Disability" as used in this Section, refers to a condition whereby a Unit Member must be absent from his/her assigned duties for a time period greater than five (5) consecutive Work Days and up to a maximum time period of six (6) consecutive months, due to any of the following:

- (a) Accident;
- (b) Pregnancy or the complications of pregnancy or childbirth;
- (c) Exposure to contagious disease requiring quarantine; and/or
- (d) Other illness or disability.

To make application for Disability Leave, the Unit Member must utilize the procedures for Family Medical Leave. The appropriate personnel under the FMLA procedures will provide all notifications to the Dean and SVCAA while maintaining the confidentiality of medical information. The notification's time frames will comply with those outlined within the Family Medical Leave Act of 1993. To the extent that this Section should conflict with the Family Medical Leave Act of 1993 or related Board policy, the Family Medical Leave Act shall prevail, except where the Section grants a right greater in scope than the Act. The Unit Member must provide the Dean with the expected duration of the disability, which must involve more than five (5) consecutive Working Days.

The University may require updated medical information at reasonable intervals.

Within a reasonable period, but not more than two weeks following receipt of a physician's certification, the Dean will notify the disabled Unit Member of the effective date of his/her Disability Leave.

Unit Members on Disability Leave shall be entitled to receive salary modified as follows:

- (a) The salary rate while on Disability Leave will be the rate at which the Unit Member was paid for the Primary Appointment on the effective day of the leave.
- (b) Total salary paid to a Unit Member during the entire time of the Disability Leave shall not exceed the equivalent of six (6) months salary and shall be reduced by any amounts the Unit Member receives through Worker's Compensation or other government-sponsored insurance program, or regular part-time salary in the case of a partial disability leave.
- (c) Unless authorized by UNUM, a Unit Member shall not receive any salary for the same period in which he/she receives benefits under the provisions of UNUM Disability Income Protection Policy Number 501193, or successor coverage.

University of Nebraska Parental Leave Policies

The University of Nebraska Parental Leave Policies as adopted by the Board of Regents prior to July 1, 2023, or as those policies may be modified by the board with the mutual consent with UNKEA are incorporated herein by reference.

Section 4. Disability Termination:

At the expiration of an approved Disability Leave, the Unit Member shall return to work on a full-time basis, or on a part-time basis with proportionate reduction in compensation and University benefit contributions. In the event that a Unit Member cannot return to work, he/she may apply for Personal Leave. If no such application is made, or if personal leave is not granted, he/she shall be deemed to have separated from service as of the last day of the Disability Leave. If the Unit Member is unable to return to full-time service after twelve (12) months of part-time service, he/she shall be deemed to have separated as of the last day of such part-time status. Faculty who are otherwise eligible to be Unit Members and return to work from a Disability Leave on a part-time basis shall be considered Unit Members. Nothing in this Section shall preclude the Administration from granting an extension to the period of disability leave or period of part-time service.

Section 5. Tuition Remission:

The Board and UNKEA agree that each Unit Member employed on May 11, 1991 have the option, on a one-time basis, to retain KSC Tuition Remission or select implemented provisions for Dependent Tuition Remission Transfer. Therefore, each unit member will have one of the following:

- (a) The Board agrees to continue to provide a 50% tuition remission for attendance at undergraduate and graduate courses at the University of Nebraska at Kearney to immediate family (spouse and dependent children) on a space-available basis in accord with the tuition remission policy as in effect on January 1, 1991, for Unit Members employed on May 11, 1991.
- (b) All Unit Members shall receive the benefits described in Regent's Policy, RP 3.2.6 Employee and Dependent Scholarship Programs, which policy is attached hereto and incorporated herein as Appendix E.

Section 6 Faculty Development Fellowship:  
(formerly referred to as Periodic Professional Leave)

- (a) Subject to the availability of funds, the demonstrated benefit to the institution in terms of professional development, and the ability of the institution, its colleges and departments to maintain programs and program emphasis and to thereby achieve their mission and meet their enrollment demand, any Unit Member on Continuous Appointment who has completed six years of full-time service at UNK at any academic rank shall be eligible to apply for a Faculty Development Fellowship, either for a full year at half pay and full benefits or for a half year at full pay and full benefits. Each six-year period of full-time service shall renew eligibility to apply for a Faculty Development Fellowship.

Subject to the factors noted above, it is a policy at UNK that as a normal course of affairs the on-going institutional goal is to annually fund approximately two (2) Faculty Development Fellowships in the College of Education, two (2) in the College of Business and Technology, four (4) in the College of Arts and Sciences, and one (1) in the Library.

- (b) Faculty Development Fellowships are to be taken only for professional development. Professional development shall refer to activities that enhance the Unit Member's professional expertise. Such activities include, but are not limited to, research, creative and scholarly development, retraining, field studies, visiting lectureships, and practice within the field of specialization. An application which sets forth the length of the professional leave and its relationship to the Unit Member's professional development shall be prepared by the Unit Member and filed with the appropriate Dean. The application shall be reviewed by the Unit Member's department and subject to the approval of the appropriate Dean (in consultation with an elected faculty advisory group), the Senior Vice Chancellor, the Chancellor, and the Board. Such leaves shall not be considered to be an entitlement or an automatic reward for years of service. The substantive decision of the Board or Administration to approve or disapprove applications for Faculty Development Fellowship shall not be grievable under this Agreement.
- (c) The time period of the Faculty Development Fellowship and its activities shall be considered service to UNK for all purposes. Based upon a written report submitted by a Unit Member on Faculty Development Fellowship, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. No Unit Member on Faculty Development Fellowship shall be required to



contribute to the compensation of any substitute(s) to perform all or any part of that Unit Member's assigned workload.

- (d) The recipient of a Faculty Development Fellowship agrees to resume his/her duties at the University of Nebraska upon termination of the leave and continue such duties for a period of at least one academic year, and if he/she fails to do so in strict accordance with said agreement, agrees to reimburse the University for all pay received during the leave of absence, unless waived by the Board or its designee. In the event such recipient fails to return on the date specified, he/she shall be considered separated as of the last day of said leave, unless other arrangements are agreed to by the recipient and the University.
- (e) The UNK Administration, consistent with Board of Regent's policy 4.2.3, will determine on a case-by-case basis, in consultation with the affected Unit Member, the economic terms of any employment that the Unit Member seeks during the period of a requested unpaid leave. The UNK Administration or the Board will determine, upon granting such leave, the long-term benefits and interests of the University of Nebraska and how such leave will not pose a conflict of interests. The substantive decision of the Board or the UNK Administration to approve or disapprove the application for the unpaid leave shall not be grievable under this Agreement.

Section 7. If a Voluntary Tenure Settlement Program, or other comparable program, is established by the University during the term of the Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel.

Section 8. If a Voluntary Phased Retirement Appointment Policy or comparable program is established by the University during the term of this Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel.

Section 9. A minimum of two, and a maximum of four, full-time faculty members must annually be appointed to the UNK Safety Committee. Half of these faculty members will be chosen by UNKEA and half will be chosen by UNK's Faculty Senate.

## ARTICLE IX.

### USE OF FACILITIES AND SERVICES

- Section 1. Duly authorized representatives of UNKEA shall be permitted to transact official UNKEA business on University property at reasonable times, provided that such business shall not interfere with or interrupt normal University operations or the responsibilities of faculty members.
- Section 2. The UNKEA shall continue to have access to use of printing, duplicating, addressing and other campus services subject to the then current use and fee requirements.
- Section 3. Unit members who are authorized representatives of the UNKEA may have access to campus e-mail, World Wide Web, and other electronic campus services. Such use shall be governed by all University policies pertaining to employee use of electronic communications and equipment.
- Section 4. Solicitation of union membership by employees of UNK will be allowed in nonworking areas during nonworking hours, including coffee breaks, provided that such solicitation is not disruptive.
- Section 5. General distribution of union materials on the UNK campus will be allowed in nonworking areas during both working and nonworking hours provided that the same shall not be disruptive.
- Section 6. Posters and notices relating to union activity or organizational efforts may be posted on such bulletin board and at such times and under such terms and conditions as the UNK administration, in the reasonable exercise of its discretion, may designate and determine.
- Section 7. UNKEA may hold events, programs, functions, and meetings whether for the purposes of organization, solicitation of membership, or otherwise in UNK facilities during nonworking hours provided that the use of such facilities shall be subject to the same terms and conditions as are uniformly applicable to the use of the UNK facilities by non-University-related organizations; and, provided further, that such meetings shall be held in such manner and at such times as not to interfere with the regularly scheduled working hours or classroom schedule of the University or its employees. For the purpose of this rule only, nonworking hours shall mean those hours (local time) between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays and the

hours from 12 noon Saturday to 8:00 a.m. on the following Monday for weekends.

## ARTICLE X.

### ASSOCIATION ACTIVITIES

UNKEA officers, members of the Negotiations Counsel, and team members shall be granted leaves of absence without loss of salary to participate in negotiation sessions with the Board, provided that the campus administration must be informed of and approve such leaves through the usual leave practices or procedures, and, provided further, that the parties shall cooperate and use their best efforts to avoid, when possible, scheduling negotiation sessions during officers' or members' scheduled class times.

The Administration shall permit the UNKEA to purchase up to 15 credit hours of instruction per semester from instructional units. The purchased instructional time shall be utilized to enable officers and representatives of UNKEA to be released from assigned duties for contract-related activities. Affected instructional units shall be compensated at the rate of up to \$2,100.00 plus the current rate of FICA for each three-semester credit hour assignment unit. No more than one UNKEA officer or representative shall be released for more than one course of assigned instructional duties per semester or for more than two consecutive academic years under this provision. No UNKEA officer or representative shall be released from more than two courses (6 semester hours) of assigned instructional duties per semester or for more than two consecutive academic years under this provision.

## ARTICLE XI.

### INFORMATION TO BE PROVIDED

- Section 1. The Senior Vice Chancellor for Academic Affairs shall advise the UNKEA President at the time of the distribution of normal meeting call of open meetings of the Board, and shall provide the UNKEA with a copy of the advance agenda for each meeting. The Senior Vice Chancellor for Academic Affairs will make available to the UNKEA President an official copy of the minutes of each meeting of the Board.
- Section 2. The Vice Chancellor for Business and Finance shall provide the UNKEA a copy of the executive summary of the annual budget request when it is distributed to the Board, the final budget request document when it is provided to the Statehouse, and a complete set of the annual operating budget documents at the time these are distributed to the Board.
- Section 3. A copy of the instructional services portion of the operating budget shall be provided by the Executive Officer of the Board to the UNKEA President promptly after final approval of the Board of Regents.
- Section 4. The Vice Chancellor for Business and Finance shall provide lists of all bargaining unit salaries to the UNKEA President upon approval by the Board.
- Section 5. The Senior Vice Chancellor for Academic Affairs will provide the UNKEA president with documentation of the annual salary computation prior to issuing annual salary letters to unit members. The UNKEA will have a maximum of five working days to notify the SVCAA of any corrections. If the salary computations prove to be in error, such computations will be corrected within the next regularly scheduled pay period for the impacted unit member(s) and shall include all required state and federal deductions and salary adjustments necessary to correct the error.
- Section 6. The Senior Vice Chancellor for Academic Affairs will provide the UNKEA President with all proposed salary changes for bargaining unit members on a monthly basis.
- Section 7. The Senior Vice Chancellor for Academic Affairs shall provide the UNKEA a list of faculty who have been awarded promotions and /or tenure at the time that the Chancellor approves such awards.

- Section 8. The Senior Vice Chancellor for Academic Affairs shall provide UNKEA a list of faculty who are undergoing a post-tenure review and a summary of the outcomes of such review at the time of the completion of the reviews by the SVCAA's office.
- Section 9. The Senior Vice Chancellor for Academic Affairs shall provide the UNKEA a list of summer courses including assigned faculty salaries.
- Section 10. All information provided under this article, other than information considered public record under Nebraska Statute shall be treated as confidential information by the UNKEA and /or unit members who are officers or authorized representative of the UNKEA.
- Section 11. The Senior Vice Chancellor for Academic Affairs shall provide the UNKEA information on any proposed or authorized experimental, pilot, or other exceptional course offerings and compensation, before final adoption of such programs occur.
- Section 12. The Senior Vice Chancellor for Academic Affairs will make available in writing upon request all reappointment, promotion and tenure guidelines, as well as a job description for any position covered by this collective bargaining agreement.

## ARTICLE XII.

### REDUCTION IN FORCE (LAY OFF)

Whenever a reduction in force, as determined by the Chancellor, is necessary due to discontinuance of a program or department, financial exigency, over-staffing or by direction of the Administration or Legislature, a Faculty Advisory Committee shall be established to provide recommendations to the campus administration. In each instance, the Faculty Advisory Committee shall be established by the campus Chancellor. The Faculty Advisory Committee shall consist of one member of the UNKEA Executive Committee to be nominated to the Chancellor by the UNKEA Executive Committee; one member from the Executive Committee of the Faculty Senate; one member representing the Graduate Faculty; one member from the College of Business and Technology; one member from the College of Education; and two members from the College of Arts and Sciences (who shall not be from the same division or school),, and one member from the Library. The Graduate Faculty, the undergraduate colleges, and the Library will independently select their respective nominees to forward to the Chancellor. In each instance, the Faculty Advisory Committee shall provide recommendations to the campus Administration regarding program viability within time limits established by the Administration. The Faculty Advisory Committee recommendation shall be advisory only and the final decisions regarding the necessity of reduction in force shall be reserved to the Administration of the Board.

Section 1. The decision as to when a reduction in force is necessary due to discontinuance of a department or program, financial exigency, over-staffing, or by direction of the Legislature is reserved to the administration and Board. When reduction in force becomes necessary, the Board or the campus administration shall inform the UNKEA of that fact in writing. It is specifically agreed that the Administration and Board decision that reduction in force is necessary due to the discontinuance of a department or program, financial exigency, over-staffing, or by direction of the Legislature shall not be subject to the grievance and arbitration procedure of this contract; provided, however, that disputes arising under Section 3 and 4 of this Article are grievable.

Section 2. The University Administration will make a reasonable effort to avoid a layoff by use of attrition whenever possible and before laying off any individual pursuant to this Section shall make a reasonable effort to place individuals in another position within the Kearney administrative unit of the University.

Section 3. In laying off faculty in accordance with the order listed in Section 4 of this Article, the following criteria shall be utilized.

(a) Program viability shall be the controlling consideration in all instances.

(b) A reduction in force shall be made in such a way that the remaining members of the faculty possess necessary qualifications to perform assigned duties needed for offering the programs which remain on a viable basis.

(c) Faculty members with higher academic preparation, after considering program viability, shall be given retention preference in laying off faculty members that are similarly situated. However, if faculty members have the same academic preparation, the member with more years of teaching service in the Kearney administrative unit of the University shall be retained.

(d) The administration will give the president of UNKEA annual written reports of progress to date on the reduction in force process.

Section 4. Faculty shall be involuntarily terminated in the following order:

(a) Faculty of any classification who have already received notice that they will not be reemployed following the expiration of their current Primary Appointment.

(b) Part-time Faculty.

(c) Faculty on Special Appointment.

(d) Faculty on Faculty Practice Appointment

(e) Faculty on Specific Term Appointment.

(f) Faculty on Continuous Appointment.

The substantive decisions of the Board or administration to terminate specific Unit Members, due to the discontinuance of a program or department, shall be final and binding and shall not be grievable under this Agreement, except that a Grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board. Any written notice of job termination shall state that the loss of position was not performance based, and will state whether the termination was due to programmatic reductions being made by the University.

Section 5. Tenured employees who are laid off shall retain recall rights for two years following the layoff.



Section 6. Insurance benefits shall be continued to the end of the month in which job termination occurs.

## ARTICLE XIII.

### PAYROLL DEDUCTIONS

- Section 1. The Board agrees to deduct membership dues established by UNKEA from the salary of any bargaining unit members authorizing such deduction in writing. The Administration will not accept or process dues withholding, through the University's automated payroll system, for non-unit members. (See Appendix A).
- Section 2. UNKEA agrees to send a certified list, and a copy of the written payroll deduction authorization of all members who request payroll deduction of dues, to the campus payroll office no later than October 5 of each year.
- Section 3. Said authorized deduction shall be made from the monthly pay of each member beginning in October and ending in August of each year.
- Section 4. The aggregate deductions shall be remitted monthly to the Treasurer of the Campus Chapter of UNKEA, together with an itemized statement containing the names of the faculty members from whom deductions have been made and the amount so deducted from each one. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits.
- Section 5. Each faculty member's written authorization shall be valid for the association year and shall remain in effect thereafter for each succeeding year unless and until it is revoked by a notice in writing delivered to the UNKEA and to the campus payroll office on or before October 1st of the year for which such revocation is effective.
- Section 6. If dues are deducted and remitted to the UNKEA and its Local Chapters in accordance with the procedure specified in Sections 1, 2, 3, 4, and 5 above, the Association shall be solely responsible in the event of any claims that the deductions and/or remissions were improper.

## ARTICLE XIV.

### APPOINTMENT & DISMISSALS

Section 1. The provisions of Sections 4.3 through 4.17 of the Bylaws of the Board of Regents of the University of Nebraska, and the applicable provisions of the Policies of the Board of Regents of the University of Nebraska, as the same exist on January 1, 2023, shall apply to the extent that they are not contrary to or inconsistent with the terms of this Agreement, during the term of the Agreement.

Section 2. An Appointment for a Specific Term, a Faculty Practice Appointment, or a Special Appointment shall carry no presumption of renewal or reappointment, and will terminate at the end of the stated term, if written notice of non-reappointment is given to the appointee in accordance with standards established by the Board and contained in the By-laws of the Board of Regents of the University of Nebraska, as the same exist on July 1, 2022, or as the same may be amended in accordance with Article XVII of this Agreement, from time to time.

In case of notice of non-renewal of a Specific Term Appointment, a Faculty Practice Appointment, or non-reappointment of a Special Appointment, at the written request of the unit member within two weeks of receipt of notice, the general reason(s) for non-reappointment or non-renewal shall be provided either orally or in writing to the unit member.

Written reason(s), if provided, shall be communicated by confidential letter or memorandum, and the file copy of such communication shall be treated as a confidential personnel record in accordance with Section 1.4.4 of the Bylaws of the Board of Regents as the same exists on July 1, 2022, or as the same may be amended, in accordance with Article XVII of this Agreement, from time to time.

The substantive decision of the Administration to terminate or not to renew an appointment shall not give rise to a grievance under Article V of this Agreement; however, such grievance may be pursued based on the allegation that procedures outlined or referred to in Article XIV, Section 1, were not followed.

Section 3.

Lecturers are non-tenure faculty on term contracts. Lecturers may be eligible to sign contracts for one (1) to four (4) years which may be renewable or not.

All decisions to offer or decline to renew a contract are not subject to the grievance procedures of this agreement.

#### Section 4.

The number of faculty on a Faculty Practice Appointment in an academic college shall not exceed three percent (3%) of the total number of full-time faculty in that academic college. All faculty on a Faculty Practice Appointment are eligible to apply for appropriate tenure-track lines without discrimination or liability due to their Faculty Practice status.

#### Section 5. Letter of Hire

When hired, a letter describing negotiated terms and conditions of appointment will be prepared and signed by both the SVCAA and the Unit Member. In the event that membership amongst the Graduate Faculty is identified in the appointment letter as a requirement for Continuing Appointment, such membership must be attained by the effective date of the faculty member's application for Continuing Appointment.

## ARTICLE XV.

### WORKLOAD

Section 1. All unit members will be assigned, after appropriate consultation, duties and responsibilities that may consist of one or more of the following: instruction, research and creative activity, directing and supervising research, service, departmental coordination, and other assignments as may be deemed reasonable in each instance by the Departmental Chairperson and Dean concerned, within standards approved by the Senior Vice Chancellor for Academic Affairs as outlined in the workload policy approved on 8/10/92, or as that policy may be amended from time to time. The administration and the UNKEA will meet and confer in the case of amendment to such policy.

Section 2. Distance Education/Online Education

(a) Principle

This Section establishes policies, procedures, and compensation guidelines for the development, delivery or re-delivery of distance education instruction. Qualified Unit Members shall be given preference in the development, delivery or re-delivery, and/or administration of distance education courses, including courses offered under ~~the Coursera contract or~~ any contract for distance education services entered into by the University of Nebraska. All distance education courses must be approved by the Department Chair, College Dean, Dean of Graduate Studies ~~and Academic Innovation, Research, and Distance Education~~ and for newly proposed courses or proposed changes to courses, appropriate College/Faculty Senate Committee(s).

(b) Definition

Distance education is defined as a formal educational process in which the majority of the instruction occurs when the student and instructor are not in the same place at the time of delivery of instruction. Instruction may be synchronous or asynchronous. Distance education may employ all varieties of audio, video, and computer technologies, or a combination of these technologies.

(c) Remuneration for Initial Preparation of Distance Education Courses

Unit Members shall be remunerated for the initial preparation of any distance education course. The "Approval Form of Remuneration for the Initial Preparation of a Distance Education Course" is required for all initial preparations of distance education courses. The Department Chair, the College Dean, and the Dean of Graduate Studies, ~~Research, and Distance Education~~ and Academic Innovation must approve any form of remuneration.

(d) Remuneration for Reuse, Redevelopment, Redesign, and Updating of Distance Education Courses.

A faculty member will not receive initial preparation remuneration for the reuse of a course they have already designed or for an update of a course he or she developed.

A faculty member, who did not initially develop a distance education course, will receive initial preparation remunerated for the redevelopment, redesign, and updating of a course initially designed by someone else.

(e) Presentation Responsibilities

The initial development of a course(s) will be completed prior to the course offering. Responsibilities include, but are not limited to the following:

- (i) Initial development and design of the distance education course, which includes, but is not limited to, preparation of such elements as lesson plans, student materials, the selection of textbooks and support materials, and any necessary attention to copyright issues.
- (ii) A training session will be required for faculty who have not received prior distance education training or who have no online teaching experience. If faculty have received prior distance education training or have taught ~~online or televised~~ distance education course (s) previously, they are not required to attend a training session.
- (iii) Online courses for which faculty have received remuneration will be reviewed using the "Online Course Development Checklist."

(f) Presentation Fee

Distance Education courses will be offered either as part of the Unit Member's regular load or as an overload. Overloads must be approved in accordance with Article VII.

(g) Re-Use and Re-Delivery of Distance Education Courses

If, and when, the University wishes to re-use the course in its entirety, the following shall apply:

- (i) The decision to reuse a course rests with the instructor who developed the course, the Department Chair, and the Dean of the College, consistent with (ii) and (iii) below.
- (ii) If an entire course is reused and offered for credit in a subsequent semester, the Unit Member(s) who initially prepared and/or taught the course shall be notified and given first consideration to administer the reuse of the course. If the Unit Member(s) who initially prepared the course declines to administer the reuse the sponsoring Department may assign another Unit Member to teach the course. The course will be taught either in-load or as an overload.
- (iii) If a decision is made to revise the course, the Unit Member(s) who created the course shall have the first right to revise the course. If the Unit Member(s) decline, the Department may offer the course to another Unit Member(s) for revision. Compensation for any revision falls within the terms of Section 2 (d) of this article as noted above.
- (iv) Permission is required from the faculty member to record, stream, or archive that faculty member's course.
- (v) Unit Member(s) may appeal any decisions under this Article to the Continuing Education Faculty Senate Grievance Committee for review and recommendation.

(h) Additional Instructional Costs/Support

Unanticipated special circumstances may occur which may include, but are not limited to, large enrollments, heavy grading load, numerous site visits, proctoring and/or tutoring, etc., which require additional instructional support. In addition, there may be a need for technical assistance. In such situations, supplementary resources may include, but are not limited to, graduate or undergraduate assistance, additional support staff, technical support, etc. These arrangements shall be agreed to by the Unit Member, Chair of the sponsoring Department, the College Dean, the ~~office of Continuing Education~~Dean of Graduate Studies and Academic Innovation and other appropriate technical support personnel.

(i) Ownership of Distance Education Courses

Once a course has been developed and/or delivered, the course becomes the property of the faculty member.

(j) Unit Member Right to Use

The Unit Member(s) who originally created the distance education course retains the right to use his or her course he or she deems appropriate to the teaching of that course.

Section 3. Intellectual Property

All matters regarding the creation, ownership, distribution, and dissemination of intellectual property are governed by the terms of Regents policy on Intellectual Property, RP-4.4 (RP 94 06/01/2002).

Relative to Section 5.2 and 5.2b it is understood that online and other modes of distance course delivery and development generally do not constitute the substantial use of University resources, and that instructional materials developed by a faculty member in the process of delivering the course shall be the property of the faculty member.

Section 4.

Where the University-wide Calendar Committee recommend, and the Executive Vice President and Provost and the Board of Regents approve, an academic calendar which includes a three-week session between the Fall and Spring Semesters, then faculty members who teach a class during the three-week session may, at their option, have their Spring semester load reduced



by one class of equivalent credit hours. Letters of appointment for any three-week term shall be provided to the unit members no later than two weeks prior to the commencement of the class. In the event the Administration cannot provide the appointment letter within the two-week period the unit member will be notified of the delay and provided with the anticipated date the appointment letter will be provided. Faculty are under no obligation to teach during the three-week session.

## ARTICLE XVI.

### UNK GUIDELINES: EVALUATION, PROMOTION AND TENURE

#### Section 1.

The evaluation, promotion and tenure guidelines approved in 8/10/92, and as revised in 1994, 1996, 1998, 1999, and 2008 and provided in the UNK Faculty Handbook, will remain in force during the term of this Agreement unless altered, amended, or otherwise modified through the mutual consent of the Board and the UNKEA or as may be required by revision to Board policy that does not constitute mandatory negotiable terms and conditions of employment. Notwithstanding any such revision or modification, a faculty member shall have access to all material submitted for evaluation and the opportunity to respond in writing. Results of any review shall be communicated to the faculty member in writing.

#### Section 2.

The University of Nebraska at Kearney Guidelines: Evaluation, Rank and tenure and Personnel Files, as revised Fall, 1999, are subject to the Collective Bargaining Agreement, as are such college and department additions to these Guidelines, and any violation of the terms or procedures of the Guidelines are subject to the application of Articles V and XIV of the contract.

## ARTICLE XVII.

### DURATION AND LIMITATION OF CONTRACT

Section 1. This instrument constitutes the entire contract between the parties hereto and shall, during its term, be binding upon the Board, the Association, and their respective members' successors or assigns. This Agreement shall not be altered or amended except by the written agreement of the parties duly executed by the Board and the UNKEA.

Section 2. Severability:

In the event that any provisions of this Agreement or any part thereof, is for any reason found by a court of competent jurisdiction to be in violation of the state or federal constitution, statute, or regulations promulgated thereunder or to be otherwise unenforceable, the remainder of this Agreement and each other provision or a part hereof shall be and remain in full force and effect.

Section 3. Complete Understanding:

The parties acknowledge and agree that during the term of negotiations which have resulted in this Agreement, they and each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this Agreement; that this Agreement is intended to supersede and replace all prior agreements or understandings to which the UNKEA or its predecessor was a party; and that this Agreement shall be and constitute the entire Agreement between the parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged or modified, except through the mutual agreement set forth in writing and signed by the parties hereto.

Section 4. Reservation of Rights:

Anything herein to the contrary, notwithstanding the Board and the campus administration, except as expressly limited in this Agreement, reserves exclusively unto itself all rights, functions, responsibilities, powers, discretions, authorities and prerogatives vested in it whether exercised or not, and nothing herein shall be deemed or construed in any way to constitute a delegation or waiver of any such right, function, responsibility, power, discretion, authority or prerogative.

Section 5. Meet and Confer:

Representatives of the Board and the UNKEA shall confer at such times as may be mutually agreeable to both Parties to discuss the administration of this Agreement and/or problems of mutual concern. These meetings shall be held in Kearney, Nebraska or Lincoln, Nebraska as required, but unless mutually agreed on, not more frequently than 9 times a year. Unless otherwise agreed on, a mutually acceptable written agenda shall be established at least five (5) days prior to each meeting.

## APPENDIX A

### EXCLUSIONS FROM BARGAINING UNIT - UNKEA

1. Chancellor
2. All Vice Chancellors
3. All Deans
4. All Assistant Vice Chancellors
5. Director Sponsored Programs
6. Executive Assistant to the Chancellor
7. Athletic Director
8. Director of University Public Safety
9. Director of Human Resources
10. Director of Institutional Research
11. Budget Officer
12. Director Financial Aid
13. Director of University Communications Media Relations
14. Director of Student Center/Union
15. Director of Finance
16. Director of Career Services
17. Director of Admissions
18. Director of Student Records/Registration
19. Director of Business Services
20. Director of Facilities
21. Director/Curator of Museum of Nebraska Art
22. Director of Alumni Services
23. Director of Counseling and Health Center
24. Director of Nebraska Business Development Center
25. All Librarians without Faculty Rank
26. All Office/Service Staff Personnel
27. All Managerial/Professional Staff Personnel
28. Temporary and Regular Part-Time Faculty
29. Director of Center for Rural Research and Development
30. Any Faculty Appointments for less than one Academic Year in any Rank
31. Courtesy Faculty Appointments
32. Special Appointments to Ranks preceded by the designation "Visiting"
33. Any military personnel assigned to teach military science or similar courses under any reserve officer training program officially offered by UNK
34. Director Student Housing
35. Director Multi-Cultural Affairs
36. Director Graduate Admissions
37. Director KASE

38. Director Systems and Programming
39. Director Childcare
40. All Coaches with Primary Appointment – Non Faculty

Unit members holding Special Appointments which expire at the end of an academic year and who are reappointed for the succeeding academic year will be deemed to be Unit Members and represented by UNKEA.

**APPENDIX B**

GRIEVANCE FORM  
UNIVERSITY OF NEBRASKA AT KEARNEY  
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION  
FILING OF GRIEVANCE

Name of Grievant \_\_\_\_\_ Date \_\_\_\_\_

College \_\_\_\_\_ Department/Program \_\_\_\_\_

Address to which mailings pertaining to this grievance should be sent:

Provision(s) of Agreement violated: Article(s) \_\_\_\_\_ Section(s) \_\_\_\_\_

Board and/or local campus policies, and/or practices related to terms and conditions of employment violated:

Statement of grievance (include date of acts or omissions complained of):

Remedy sought:

I will be represented in this grievance by: (check one)

UNKEA \_\_\_ Legal Counsel \_\_\_ I will represent myself

I do \_\_\_ do not \_\_\_ want a postponement for up to twenty-one (21) days to seek informal resolution of this grievance.

I understand that the Board of Regents shall be freed from the obligation to entertain or proceed further with this grievance if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

copy to: UNKEA  
Board

\_\_\_\_\_  
Signature of Grievant

**APPENDIX C**

GRIEVANCE FORM  
UNIVERSITY OF NEBRASKA AT KEARNEY  
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION  
REQUEST FOR REVIEW OF STEP 1 DECISION

Name of Grievant \_\_\_\_\_ Date

I hereby request that the Board of Regents or their designee review the attached decision made in connection with the attached grievance because:

I received the decision on \_\_\_\_\_, and filed this request for review with the Board of Regents on \_\_\_\_\_ by (check one):

- Certified Mail
- Registered Mail
- Restricted Delivery
- Return Requested

\_\_\_\_\_  
Signature of Grievant

Copy to: UNKEA  
Board



**APPENDIX D**

GRIEVANCE FORM  
UNIVERSITY OF NEBRASKA AT KEARNEY  
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION  
REQUEST FOR REVIEW OF STEP 2 DECISION

Name of Grievant \_\_\_\_\_ Date

I hereby request that the Board of Regents or their designee review the attached decision made in connection with the attached grievance because:

I received the decision on \_\_\_\_\_, and filed this request for review with the Board of Regents on \_\_\_\_\_ by (circle one):

mail (certified, registered, restricted delivery, return requested)

or

personal delivery

\_\_\_\_\_  
Signature of Grievant

Copy to: UNKEA  
Board

## APPENDIX E

### RP-3.2.6 Employee and Dependent Scholarship Programs

#### RP-3.2.6.1 Employee and Dependent Scholarships—Undergraduate Credit

##### A. Employee Undergraduate Scholarship Program

Pursuant to Section 3.7 of the *Bylaws of the Board of Regents of the University of Nebraska*, the following regulations shall apply to the Employee Undergraduate Scholarship Program:

1. Eligibility for Employee Undergraduate Scholarship Program
  - a. All full-time (1.00 F.T.E.) employees of the University are eligible to apply.
  - b. All retired employees of the University who have met the normal retirement regulations are eligible to apply.
  - b. Employees must be admitted students of the University and must have met all normal academic requirements for the courses taken.
  - c. The Employee Undergraduate Scholarship Program is not available to employees on leave of absence without pay.
  - e. The Employee Undergraduate Scholarship Program is not available to employees whose anticipated employment period is less than six months.
  - f. The Employee Undergraduate Scholarship Program is not available to employees who are Participants in the Employee Graduate Scholarship Program. However, in further explanation, any annual Employee Graduate Scholarship Program credit hour benefit not fully used by the employee Participant shall be available for the transfer to an Eligible Beneficiary under the Dependent Undergraduate Scholarship Program.
2. Terms and Conditions
  - a. The granting of Employee Undergraduate Scholarships is subject to openings in the specific classes in which the employee intends to enroll. If the reduction or withdrawal of this privilege is necessitated by the lack of funds, such reduction or withdrawal shall apply to all classes of employees on a University-wide basis, and timely notice of this action shall be provided to all employees.

- b. The benefits set forth in this RP 3.2.6.1 apply only to undergraduate academic credit courses being offered at any unit of the University of Nebraska. These courses may be taken for credit or audit.
- c. The Employee Undergraduate Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour.
- d. Employees whose applications have been approved shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees. Employees shall also pay all usual course-related costs such as books and supplies.
- e. The program is limited to no more than fifteen (15) credit hours in any 12-month period (August through July) and is normally restricted to no more than six (6) credit hours per semester.
- f. Employees eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Employee Undergraduate Scholarship Program. If the employee's costs are not entirely covered by the other programs, the Employee Undergraduate Scholarship Program shall allow for the difference up to the maximum established herein.
- g. Employees will be billed for their tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.
- h. If any Employee receives funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the courses taken under this program, such funds will be treated as outside the scope of this program, and the University will treat such additional benefit as additional wage income to the Employee in the year received.

### 3. Class Attendance

- a. Normally, employees taking advantage of the Employee Undergraduate Scholarship Program will enroll in classes held during nonworking hours.
- b. If the course(s) is (are) not scheduled during nonworking hours, the Employee's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.

## **B. Dependent Undergraduate Scholarship Program**

Employees who meet the Employee Undergraduate Scholarship Program employment eligibility conditions may elect to transfer all or part of their employee scholarship benefit to (1) the employee's spouse; (2) one or more dependent children of the employee and/or the employee's spouse; (3) the employee's Adult Designee; or (4) one or more dependent children of such Adult Designee. (Hereinafter, these persons will be referred to collectively as "Eligible Beneficiaries").

### **1. Definitions**

The following definitions shall apply to the Dependent Scholarship Program:

- a. Spouse shall be an employee's husband or wife, as recognized by the State of Nebraska.
- b. An individual shall qualify as an Adult Designee if all of the following criteria are met:
  - i. The individual is not the spouse of the employee;
  - ii. The individual has resided in the same domicile with the employee for at least the past consecutive twelve (12) months and intends to remain so indefinitely;
  - iii. The individual is at least nineteen (19) years of age;
  - iv. The individual is directly dependent upon, or interdependent with, the employee sharing a common financial obligation. Acceptable documentation shall include:
    - A. Any Internal Revenue Service form listing the Adult Designee as a dependent, or
    - B. Any three (3) of the following four (4) documents:
      - (1) A joint loan obligation, mortgage, or lease, or joint ownership of a vehicle;
      - (2) An employee life insurance policy, retirement benefits account, or will designating the Adult Designee as beneficiary thereto, or will of the employee or the Adult Designee which designates the other as executor;
      - (3) A mutually granted power of attorney for purposes of healthcare or financial management; or

(4) Proof of a joint bank or credit account showing the employee or Adult Designee is authorized to sign for purposes of the other's bank or credit account.

v. The employee signs and files with human resources a sworn statement with attached documentation listed in subsection iv.A or iv.B of this subsection, which statement attests to the authenticity and truthfulness of the documents and the veracity of statements that the Adult Designee is nineteen (19) years of age or older and financially dependent or interdependent with the employee;

vi. The employee has not withdrawn the sworn statement set forth in subsection b.v.

vii. The individual is not:

A. A person hired or directly supervised by the employee in an employment setting;

B. A person the employee may transfer, suspend, lay off, recall, promote discharge, assign reward, or discipline as an employee;

C. A person for whom the employee has the responsibility to direct or adjust grievances, or effectively recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment;

D. A person related to either the employee or the employee's

spouse as follows:

(1) Parents.

(2) Parents' collateral descendants (siblings, nieces, nephews).

(3) Grandparents and their descendants (aunts, uncles, cousins).

(4) Renters, boarders, tenants, employees.

(5) Children (Children of employees or Adult Designees may qualify for Dependent Scholarship Program benefits as dependent children, but not as Adult Designees).

c. Dependent child shall mean any naturally born child, legally adopted child, stepchild, or ward of an employee or Adult Designee who (i) is unmarried and under twenty-four (24) years of age, and (ii) is chiefly dependent on the employee or the Adult Designee for support (claimed as a dependent for tax purposes).

## 2. Eligibility for Dependent Scholarship Program

- a. All regular full-time (1.00 F.T.E.) employees of the University who meet the employment eligibility requirements of the Employee Undergraduate Scholarship Program may transfer up to a total of fifteen (15) credit hours per year (August through July) to one or more Eligible Beneficiaries. Such transfer shall be at tuition rates equal to the University's resident tuition charge per semester credit hour at the campus of attendance.
- b. The Dependent Scholarship Program is only available to an Eligible Beneficiary who is an admitted student of a University of Nebraska campus and who has met all the normal academic requirements of the course(s) taken. Full-time student enrollment status is required for a dependent child to be eligible, but not for a spouse or Adult Designee. An affidavit will be required to document the status of dependent children. The University reserves the right to request copies of tax returns or other supporting documentation.
- c. All retired employees of the University who have met the normal retirement regulations may apply the Dependent Scholarship Program to one or more Eligible Beneficiaries.

## 3. Terms and Conditions

- a. The Dependent Scholarship Program will be limited to undergraduate academic credit courses at any campus of the University of Nebraska.
- b. The Dependent Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour at the campus of attendance, subject to the limitations listed in subsection (e) below.
- c. Eligible Beneficiaries whose applications have been approved shall pay all normal admission and matriculation fees including lab fees, course fees, UPFF fees, and all usual course-related costs such as books and supplies.
- d. The maximum number of credit hours that may be transferred by an employee to one or more Eligible Beneficiaries will be the equivalent of fifteen (15) semester credit hours in any 12-month period (July through August) and is restricted to no more than nine (9) hours per semester.
- e. Eligible Beneficiaries who are eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Dependent Scholarship Program. If the Eligible

Beneficiary's tuition costs are not entirely covered by the other programs, the Dependent Scholarship Program shall allow for the difference up to the maximum established herein.

- f. Employees will be billed for an Eligible Beneficiary's tuition if they resign from University employment and the effective date of the resignation occurs during the first thirty (30) days after classes have commenced.
- g. Employees may incur income tax on the value of the Dependent Undergraduate Scholarship Benefit awarded, especially in cases where the benefit is transferred to an individual not considered a dependent of the employee for income tax reporting purposes. Employees may wish to seek tax advice prior to receiving the benefit described in this program.

### **RP-3.2.6.2 Employee Scholarships for Graduate Credit**

#### 1. Establishment and Purpose of Plan

- a. The University of Nebraska (the "University") hereby establishes this Plan for the purpose of providing tax benefits related to the furnishing of educational assistance to eligible employees.
- b. It is the intention of the University that the educational assistance provided under the Plan be eligible for exclusion from a Participant's gross income to the maximum extent possible under Section 127(a) of Code and under any applicable provisions of the Nebraska state tax laws. The University presently provides, and will continue to provide, to its employees a variety of other benefits, some of which may qualify for exclusion from gross income under provisions other than section 127 of the Code. The educational assistance offered under this Plan is provided in addition to such other benefits, which shall not constitute a part of this Plan.

#### 2. Definitions for Purposes of RP-3.2.6.2

- a. "Benefits" means the payment, reimbursement, or waiver of tuition costs. Participants whose applications have been approved for this Plan shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees, which shall be waived. Employees shall also pay all usual course-related costs such as books and supplies and equipment. In addition, Benefits do not include the payment, reimbursement, or waiver of costs related to tools or supplies which may be retained by the Participant after completion of an Educational Course, or meals, lodging, or transportation incidental to taking an Educational Course.

- b. "Code" means the Internal Revenue Code of 1986, as amended.
- c. "Educational Course" means any University graduate level course of a kind normally taken by an individual pursuing a program leading to a law, business, medical, or other advanced academic or professional degree. Educational Courses do not include either (a) undergraduate courses, or (b) courses that instruct the Participant in any sport, game, or hobby, unless such courses are required as part of a graduate degree program.
- d. "Employer" means the University of Nebraska.
- e. "Participant" means full-time (1.00 F.T.E) employees, and retired employees of the Employer who have met the normal retirement regulations. Employees (a) who are on a leave of absence without pay, (b) whose anticipated employment period is less than six months, or (c) who are participating in the Employee Undergraduate Scholarship Program, do not qualify as Participants.
- f. "Plan" means the University of Nebraska Section 127 Educational Assistance Plan, as set forth in this RP-3.2.6.2.
- g. "Plan Administrator" means the University's Senior Vice President for Business and Finance, or such successor position, and those individuals employed by the University to whom the Senior Vice President for Business and Finance has delegated authority for the administration of the Plan.
- h. "Plan Year" means the 12-month period commencing January 1 and ending on December 31.

### 3. Eligibility

- a. Every Participant is eligible to receive Benefits under the Plan, subject to the limitations set forth in Section 4. below.
- b. A Participant shall cease to be eligible to receive Benefits on the date that the person is no longer a Participant. If, however, such person is receiving Benefits at the time that the person becomes ineligible, he or she will remain eligible for Benefits under the Plan until the end of the semester or other academic term in which eligibility terminates.

### 4. Limitations on Benefits



- a. If any Participant receives during a Plan Year funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the Educational Courses taken under this Plan, such funds will be treated as outside the scope of this Plan, and the University will treat such funds as additional wage income to the Participant in the Plan Year received.
- b. In no event shall a Participant be entitled to receive any Benefits under this Plan in lieu of cash or any other taxable compensation that he or she might otherwise be entitled to receive from the Employer.
- c. In any Plan Year during which a person is a Participant in the Plan, the Participant shall be eligible to receive Benefits under the Plan valued at no more than \$5,250 (or such greater or lesser amount as may be subsequently permitted under section 127 of the Code).
- d. The Plan is intended not to discriminate in favor of highly compensated employees (as defined in section 414(q)) of the Code) as to eligibility to either participate in the Plan or receive Benefit distributions from the Plan, and the Plan will in all respects comply with the requirements of sections 127(b)(2) and (3) of the Code and the underlying Treasury regulations. If, in the judgment of the Plan Administrator, the operation of the Plan in any calendar year would result in such discrimination, the Plan Administrator shall select and exclude from participation in the Plan such Participants as shall be necessary to ensure that, in the judgment of the Plan Administrator, the Plan does not discriminate.
- e. If any Benefits under this Plan become taxable to the Participant for any reason, including a result of nondiscrimination tests or payment of Benefits in excess of statutory limits, any employment tax withholding owed with respect to the taxable portion of any Benefits shall be deducted from the Participant's other compensation in the same calendar year in which the Benefits are provided.
- f. The Benefits provided hereunder are subject to openings in the specific classes in which the Participant intends to enroll. If the reduction or withdrawal of this privilege is necessitated by a lack of funds, such reduction or withdrawal shall apply to all classes of Participants on an Employer-wide basis, and timely notice of this action shall be provided to all Participants.
- g. The Benefits provided hereunder apply only to academic credit courses being offered at any unit of the Employer. These courses may be taken for credit or audit.

- h. The tuition benefit provided under the Plan shall be equal to the Employer's resident tuition charge per semester credit hour.
- i. Participants whose applications have been approved shall pay all admission and matriculation fees, including lab fees and course fees, and all course-related costs such as books and supplies, but shall not be required to pay University Program and Facilities fees.
- j. The tuition benefit provided under this Plan is limited to no more than fifteen (15) credit hours in any Plan Year and is normally restricted to no more than six (6) credit hours per semester.
- k. Participants will be billed for their tuition cost if they resign from being employed by the Employer and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.
- l. Normally, Participants taking advantage of the Benefits under this Plan will enroll in classes held during nonworking hours, and if the course(s) is (are) not scheduled during nonworking hours, the Participant's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.

#### 5. Plan Administrator

- a. The Plan Administrator shall have authority and responsibility to take any reasonable actions necessary to control and manage the operation and administration of this Plan under rules applied on a uniform and nondiscriminatory basis to all Participants, including retaining an independent company to perform administrative services such as Plan recordkeeping or Benefit reimbursement.
- b. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to such persons who are eligible to be Participants.

## 6. Miscellaneous

- a. All Benefits provided under this Plan shall be funded by the Employer in a manner that the Employer shall deem appropriate.
- b. This Plan may be amended or terminated at any time by the Employer, provided, however, that any termination or amendment shall not affect the right of any Participant to claim an award for which he or she may have qualified prior to such termination or amendment.
- c. The University's Director of University Accounting shall be responsible for preparing and filing the Annual Return/Report of Employee Benefit Plan (Form 5500) to report all required information concerning the Plan.
- d. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant. Nothing contained in this Plan shall be deemed to give any Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant at any time regardless of the effect which such discharge shall have upon him or her as a Participant of this Plan.
- e. This Plan shall be construed and enforced according to the laws of the State of Nebraska, other than its laws respecting choice of law, to the extent not preempted by any federal law.
- f. RP 3.2.6.2 represents the entire Plan. No other employee benefit plan is, or may hereafter be maintained by the Employer as, part of this Plan, unless the Plan is amended in accordance with the rules governing amendment of the Regents Policies.

Reference: BRUN, Minutes, 43, pp. 175-176 (July 28, 1979).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 63, p. 157 (June 23, 2001).  
Corporation Secretary Revision: Amended in accordance with authority granted to the President in agenda item IX-B-6 on June 8, 2012

**APPENDIX F**  
**GRIEVANCE PROCEDURE ELECTION FORM**  
UNIVERSITY OF NEBRASKA AT KEARNEY  
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION

I elect not to pursue a grievance through the procedures set forth in Article V of this Collective Bargaining Agreement. I am aware and acknowledge that my election will bar my filing of a grievance, for the alleged violation (s) at a later date, through the grievance procedures set forth in Article V of this Collective Bargaining Agreement.

Name: (print) \_\_\_\_\_ College \_\_\_\_\_

Department/Program \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Nature of Alleged Agreement Violation:

Article (s) \_\_\_\_\_ Section (s) \_\_\_\_\_

**Acknowledgement by UNKEA Representative**

UNKEA acknowledges that \_\_\_\_\_ has elected not to file a grievance through the procedures set forth in Article V of this Collective Bargaining Agreement. UNKEA agrees to not file a grievance under article V, on the member's behalf, directly pertaining to the alleged violation above. UNKEA retains the right to grieve on any issues not directly alleged above and consistent with terms of the contract.

Name of UNKEA Representative (print) \_\_\_\_\_

Signature of UNKEA Representative \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

This completed form must be presented to the Senior Vice Chancellor for Academic Affairs within 120 days of the alleged violation (s).

The Senior Vice Chancellor will acknowledge receipt of the grievant's election by returning a signed and dated copy to the grievant and to the UNKEA President with five working days.

4819-1028-3413, v. 1

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of Regents of the University of Nebraska (the "Board") and the University of Nebraska - Kearney Education Association (the "UNKEA").

WHEREAS, the Board and the UNKEA (collectively the "Parties") are parties to a Collective Bargaining Agreement of even date herewith, covering the 2025-2027 biennium (the "CBA"); and

WHEREAS, the Parties desire to memorialize certain understandings and agreements reached during collective bargaining negotiations resulting in the CBA which are not reflected in the CBA; and

WHEREAS, the UNKEA represents and warrants that it has the authority to execute this Memorandum of Understanding and Unit Members represented by the UNKEA need not ratify this Memorandum of Understanding;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. The CBA, in Article VII, Wages, Section 2, Subsection (a), calls for the payment of certain Promotion Increases for the 2025-2026 contract/academic year as set forth in said subsection. The Board estimates that the total cost to the Board for these Promotion Increases is in the amount of Sixty-Six Thousand (\$66,000.00) Dollars for the 2025-2026 contract/academic year (the "2025 Estimate"). In the event the actual cost of the Promotion Increases for the 2025-2026 contract/academic year (the "2025 Actual Cost") is less than the 2025 Estimate then the difference between the 2025 Estimate and the 2025 Actual Cost, shall be paid out to eligible faculty as defined in Section 4 (a) of the CBA in the same manner as the Increase for Satisfactory Performance set out in Section 2, Subsection (c) of the CBA.

2. The CBA, in Article VII, Wages, Section 3, Subsection (a), calls for the payment of certain Promotion Increases for the 2026-2027 contract/academic year as set forth in said subsection. The Board estimates that the total cost to the Board for these Promotion Increases is in the amount of Sixty-Six Thousand (\$66,000.00) Dollars for the 2026-2027 contract/academic year (the "2026 Estimate"). In the event the actual cost of the Promotion Increases for the 2026-2027 contract/academic year (the "2026 Actual Cost") is less than the 2026 Estimate, then the difference between the 2026 Estimate and the 2026 Actual Cost, shall be paid out to eligible faculty as defined in Section 4 (a) of the CBA in the same manner as the Increase for Satisfactory Performance set out in Section 3, Subsection (c) of the CBA.

3. The CBA, in Article VII, Wages, Section 2, Subsection (b), calls for the payment of certain Annual Promotion Floors for the 2024-2025 contract/academic year as set forth in said subsection. The Board estimates that the total cost to the Board for these Annual Promotion Floors is in the amount of One Hundred Eighteen Thousand (\$118,000.00) Dollars for the 2025-2026 contract/academic year (the “2025 Estimate”). In the event the actual cost of the Annual Promotion Floors for the 2025-2026 contract/academic year (the “2025 Actual Cost”) is less than the 2025 Estimate then the difference between the 2025 Estimate and the 2025 Actual Cost, shall be paid out to eligible faculty as defined in Section 4 (a) of the CBA in the same manner as the Increase for Satisfactory Performance set out in Section 2, Subsection (c) of the CBA.

4. The CBA, in Article VII, Wages, Section 3, Subsection (b), calls for the payment of certain Annual Promotion Floors for the 2026-2027 contract/academic year as set forth in said subsection. The Board estimates that the total cost to the Board for these Annual Promotion Floors is in the amount of One Hundred Eighteen Thousand (\$118,000.00) Dollars for the 2026-2027 contract/academic year (the “2026 Estimate”). In the event the actual cost of the Annual Promotion Floors for the 2026-2027 contract/academic year (the “2026 Actual Cost”) is less than the 2026 Estimate, then the difference between the 2026 Estimate and the 2026 Actual Cost, shall be paid out to eligible faculty as defined in Section 4 (a) of the CBA in the same manner as the Increase for Satisfactory Performance set out in Section 3, Subsection (c) of the CBA.

5. The 2025 and 2026 Actual Costs for the Promotion Increases and the Annual Promotion Floors shall be shared with the UNKEA in a timely manner after that information becomes available to the Board. Any payment required due to a difference between an Estimate and an Actual Cost shall be paid no later than December 31 following the determination of the Actual Cost.

6. The amount set forth in paragraph 3 above includes a salary adjustment for those Unit Members at the rank of Associate Professor listed on Appendix A to this MOU, whose annual salary falls below \$64,266 on December 31, 2024, necessary to increase their Annual Base Salary to \$64,266, effective January 1, 2025.

WITNESSETH: \_\_\_\_\_  
President  
University of Nebraska - Kearney Education Association

WITNESSETH: \_\_\_\_\_  
Chief Negotiator  
Board of Regents  
University of Nebraska



# BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve change order and authorize execution of standard form construction contract change order for Husker Vision enabling work as part of Memorial Stadium Improvements Project

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Troy Dannen, Director of Athletics  
Seth Dorsey, Deputy AD/ CFO

**PURPOSE & KEY POINTS**

Regents policy 6.3.1.4.f stipulates that the Board shall approve and execute any amendment of or change order to a contract for the procurement of construction services for a building, structure or other improvements to real property if such amendment or change order exceeds, in the aggregate, the greater of \$1,000,000 or 1.25% of the total project cost.

During planning for the Husker Vision enabling work project, it has been determined to be beneficial to execute change order(s) to Kiewit Corporation's agreement which will, in aggregate, exceed the greater of \$1,000,000 or 1.25% of the total project cost. Approved changes to date total \$987,891. The desired changes being priced are estimated to cost another \$2,912,109. There is currently \$8,157,000 uncommitted funds available in contingency and general construction budget lines. No budget increase is being requested. This item requests permission for the President or his designee to execute change orders and enter into a standard form change order construction contract with the Kiewit Corporation for \$2,912,109 which will bring the aggregate change order total to \$3,900,000.

**BACKGROUND INFORMATION**

September 30, 2023- 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 Improvements Project.

October 5, 2023 - The Board of Regents approved a Program Statement for the Memorial Stadium Improvement Project.

October 5, 2023 - The Board of Regents approved a waiver of Regents Policy 6.3.6 to authorize work to commence on the Infrastructure Phase of the Project prior to Intermediate Design review.

February 7, 2025 - The Board of Regents approved expansion of prior waiver of Regents Policy 6.3.6 which authorized work to commence on ADA compliance and the infrastructure work prior intermediate design. The waiver now includes Utility Infrastructure; Site Work; Relocation of Occupants; Technology Upgrades and Security Enhancements.



February 7, 2025 - Budget Reallocation Addendum XI-E-10 for the Memorial Stadium Improvement Project was reported to the Board of Regents.

## **RECOMMENDATION**

The President recommends approval.

## **Justification of Change Orders for Husker Vision Relocation**

### *Overview*

The relocation of Husker Vision is a critical infrastructure project to modernize Nebraska Athletics' video, audio, and radio production capabilities while ensuring compliance with updated building codes and emergency power requirements. The production unit, which has operated from the lower west stadium for the past 32 years, has outgrown its original space due to increasing technological demands and increase staff size. The board's approval of \$6.5 million in high-end broadcasting equipment has necessitated construction and design modifications to meet compliance standards, enhance power distribution, and ensure system reliability in emergency situations. RP-6.3.1.4f requires BOR approval for amendments and change orders that reach the greater of an aggregate threshold of \$1,000,000 or 1.25% of the total project cost, with requests for approval due approximately 60 days before a scheduled BOR meeting to allow for Business and Finance Committee Review ahead of the every-other-month BOR meetings. While this policy ensures financial oversight, it presents significant challenges for Construction Manager/Guaranteed Maximum Price (CM/GMP) projects, where multiple contract amendments are an inherent part of the delivery method.

Unlike traditional Design-Bid-Build, where all construction documents are completed before bidding, CM/GMP allows contractors to bid and buy out work in design packages while subsequent design packages are still being finalized. This accelerates project timelines but typically requires multiple contract amendments for:

- Preconstruction Services (initial planning and coordination)
- Early Enabling Work In the case of the Stadium project (This is the amendment for Kiewit)
- Early Procurement Packages (long-lead materials to avoid delays)
- Foundation Work (to begin site work while finalizing building design)
- Core and Shell (allowing enclosure work to proceed)
- Final Amendment (incorporating the remaining scope)

Because these amendments are structured to keep projects moving efficiently, it is inevitable that multiple amendments will exceed the amendment/change order threshold. However, due to the BOR meeting schedule and suspense deadline, securing approval can result in delays of up to four months, leading to:

- Disruptions to project timelines
- Increased cost
- Contractor scheduling conflicts
- Risk to the projects substantial completion date

To support efficient project delivery while maintaining necessary oversight, we request consideration of an adjusted approval process that differentiates between planned CM/GMP contract amendments and true unforeseen change orders by delegating approval authority to the President or his designee, with subsequent reporting to the BOR. This approach will allow critical work to proceed without unnecessary delays, ensure the project stays on track. The project deadline is set for August of 2025, to ensure that the Husker Vision unit is up and functional for broadcast and projection of Nebraska Athletics September of 2025.

## Key Change Order Justifications

### 1. Emergency Power Compliance & Load Distribution

A primary driver of the change orders is ensuring that **critical life safety systems**—including **Memorial Stadium's video boards, ribbon displays, and audio systems**—**remain operational during an emergency** through enhanced emergency power infrastructure. These modifications include:

- **Enhanced Generator Load Management:** The power demands of the relocated Husker Vision control center required an evaluation of emergency generator capacity to ensure **seamless failover** for all critical systems. Additional distribution panels and transfer switches were necessary to route emergency power efficiently.
- **UPS Backup Systems for Immediate Power Supply:** To prevent momentary signal loss in the event of a power failure, **uninterruptible power supply (UPS) units** had to be installed for critical broadcast components, ensuring no disruption before the generator fully activates.

### 2. Specialized HVAC Upgrades for Broadcast Equipment

The relocation required accommodating new high-performance broadcasting servers and routers, which generate substantial heat. To prevent system failures due to overheating, specialized "**CRAC**" (**Computer Room Air Conditioning**) units were required, each with a long lead time and significant cost implications. The project necessitated:

- **Installation of (3) CRAC units** to meet the cooling load and comply with code requirements for IT-heavy environments.
- **Upgraded ventilation pathways** to ensure proper airflow, preventing overheating of critical video processing units.

### 3. Fiber Optic & Cable Infrastructure Expansion

Husker Vision is the main control hub for live video feeds to multiple athletic venues, including Pinnacle Bank Arena, Haymarket Park, Devaney Center, Hibner/Dillon, and Memorial Stadium. To support the new location:

- **A new cable tray system** was installed to reroute fiber-optic connections from the old control room to the new one.
- **Additional fiber runs** were necessary to maintain high-speed, high-bandwidth video transmission with minimal latency.

### 4. Compliance with State Building Codes & Life Safety Standards

As part of the relocation, additional building code compliance measures were required, leading to necessary construction modifications:

- **Fireproofing Structural Beams:** Several steel beams in the new location were found to be non-fire-rated, requiring fireproof coatings to meet updated NFPA and state building codes.
- **Lactation Room Requirement:** The new facility had to include a **designated lactation room** to meet updated workplace compliance standards.
- **Emergency Exit & Egress Modifications:** Due to the change in layout, emergency exits were reconfigured to ensure proper egress pathways and compliance with ADA and life safety regulations.

## **Cost Implications & Project Impact**

The increased costs associated with these change orders stem from:

- **Enhanced power distribution systems** for emergency power compliance.
- **Long lead times for CRAC units** and fireproofing materials.
- **Extensive fiber optic infrastructure rerouting**, necessary for uninterrupted broadcasting across multiple venues.
- **Code-mandated structural and safety enhancements**, ensuring compliance with fire safety, egress, and workplace accommodation standards of memorial stadium.

## **Recommendation**

We recommend that the board approve the required change orders to support Husker Vision's successful relocation while ensuring compliance with emergency power regulations, building codes, and technical broadcasting requirements. These modifications are essential to maintaining uninterrupted operations for Nebraska Athletics' video and audio and BIG Ten production while safeguarding the integrity of Memorial Stadium's emergency response systems.

## **ASI-1 03-COVER**

Date: March 11, 2025.

Owner: University of Nebraska Lincoln  
Project: UNL Memorial Stadium North Stadium Reno (Husker Vision)

Architect: HDR Architecture, Inc.

Xin Zhao, Project Manager

Address: 1917 S 67th Street; Omaha, NE 68106-2973

### **NOTICE:**

This Addendum is issued to known individuals, firms or corporations holding Bidding Documents and Contract Documents for above listed project.

This Addendum is hereby made a portion of Bidding Documents and Contract Documents. Bidders are required to acknowledge receipt of Addendum in appropriate space on Bid Form.

### **INDEX:**

1. Changes to Architectural/Interiors Drawings.
2. Changes to Mechanical Drawings.
3. Changes to Electrical Drawings.
4. Changes to Project Manual.
5. Attachments:
  - a. Drawings (20 Sheets @ 36x48 IN).

**END OF ADDENDUM COVER**

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## Architect's Supplemental Instructions

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**Project Name:** UNL North Stadium – Level 200 Renovation

**ASI Number:** 003

**Project Number:** 10366809

**To Contractor/CM:** Kiewit / Hausmann

**Date of Issuance:** 03/11/2025

**Regarding:** Finish, Lighting & Ceiling Updates

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The Work shall be carried out in accordance with the following, which is consistent with the intent of and reasonably inferable from the Contract Documents, or order minor changes in the Work without change in Contract Sum or Contract Time:

**Note: All drawing sheets and specifications listed below have been reissued in their entirety.**

### Description:

1. Updates to items clarified in RFI's K006, K009, K010, K011, K12, K13, K014, K015, K016, K017, K018, K019, K020 & K022.
2. Updates to drawings related to owner directed finish, lighting and ceiling changes.

### Revisions to Project Manual:

- A. Specification Section 09 30 00 - TILING
  - a. REMOVE in its entirety.
- B. Specification Section 09 65 13 – RESILIENT BASE
  - a. REMOVE paragraph. 2.2.C and associated subparagraphs.
- C. Specification Section 09 65 20 – RUBBER FLOOR TILES
  - a. REMOVE in its entirety.
- D. Specification Section 09 65 192 – RESILIENT FLOOR TILES
  - a. ADD in its entirety.
- E. Specification Section 22 05 33 HEAT TRACING FOR PLUMBING PIPING
  - a. ADD in its entirety.

### Revisions to Contract Drawings:

#### A. Sheet AD-102

1. REMOVE Note AD-8 on the west wall of Custodial Closet. This wall will remain.
2. ADD note AD-22 in Lobby.
3. REMOVE demolition of door at CONF (Future HV 5 Office Door N250N.1)

#### B. Sheet A-102 – 200 LEVEL – FLOOR PLAN

1. MODIFY BAR ZN2CR16 layout.
2. REMOVE scope associated with new door N250N.1. The existing door will remain with new door hardware. No wall infill required.



3. MODIFY Wall layout in HV 8 N250R.
4. MODIFY Mop Sink in JAN N267.

C. Sheet AC-102 – 200 LEVEL – RCP

1. MODIFY Ceiling grid in HRN STUDIO A & WORKSTATION N230 and HRN STUDIO B to be ACT-4.
2. MODIFY ACT ceiling in CEM OFFICE N250C and CONTROL ROOM B to be 8'-6"
3. ADD Gypsum board soffit to HV 8 N250R.
4. MODIFY Gypsum board soffit in ENGINEER RACK ROOM N274.
5. MODIFY ACT ceiling in OFFICE 275F, CORR N275 AND OFFICE N275B to match existing ACT Grid Height.
6. MODIFY Pipe Grid layout in HV TV STUDIO / N CLUB.

D. Sheet A-220 – 200 LEVEL – INTERIOR ELEVATIONS

1. Revise elevation ZN2CR16 BAR – WEST and ZN2CR16 BAR - NORTH as shown.

E. Sheet A-402 – 200 LEVEL – ENLARGED PLANS

1. Revise enlarged view of casework placement and wall framing of detail B1 ZN2CR16 BAR.

F. Sheet A-600 – DOOR & FRAME LEGEND / SCHEDULE

1. Modify Door N250N.1. Existing door frame to remain.

G. Sheet I-001 – INTERIOR NOTES AND FINISH LEGEND, revise the following at Interior Finish Legend.

1. REMOVE section TILING 09 30 00 and all sub references to T1 / TB1 / G1. All instances of porcelain tile being removed from project.

2. ADD ACT-4 as follows:

SPECIFICATION: 09 51 00

CODE: ACT-4

DESCRIPTION: ACOUSTICAL CEILING TILE / GRID

MFG: ARMSTRONG

SERIES: CALLA, SQUARE LAY-IN / PRELUDE XL 15/16"

COLOR: WHITE / BLIZZARD

FINISH: ---

SIZE: 24" X 24"

3. REVISE comments at 09 65 13 RESILIENT BASE to read "PROFILE: COVE"

4. REVISE "RESILIENT FLOOR TILES" as follows:

SPECIFICATION: 09 65 19

CODE: RT1

DESCRIPTION: LUXURY VIYNL TILE



MFG: MOHAWK GROUP

SERIES: HOT & HEAVY II COLLECTION / BOLDER 5.0 c2108

COLOR: 969 OBSIDIAN

FINISH: ---

SIZE: 18" X 36"

Sheet I-001 – INTERIOR NOTES

5. REVISE INTERIOR PAINT "PT1" as follows:

SERIES: SW7006

COLOR: EXTRA WHITE

6. ADD INTERIOR PAINT "PT10" as follows:

SPECIFICATION: 09 91 23

CODE: PT10

DESCRIPTION: PAINT

MFG: SHERWIN WILLIAMS

SERIES: SW7757

COLOR: HIGHLY REFLECTIVE WHITE

FINISH: EGGSHELL

SIZE: ---

INSTALL METHOD: ---

COMMENTS: ---

H. Sheet I-001 – INTERIOR NOTES AND FINISH LEGEND, revise the following at INTERIOR GENERAL NOTES, #6 CEILING, SUBPARAGRAPH B.1 to replace "PT1" reference with "PT10".

I. Sheet I-102 – 200 LEVEL- FINISH PLAN

1. REVISE finish tags as shown on plan.
2. REMOVE porcelain tile TB1 from Open Work N250. Replace with carpet tile CPT1.
3. REMOVE CPT2 tags from Auditorium N272. All flooring in this room to be CPT1.

J. Sheet: P-000 - PLUMBING GENERAL NOTES AND LEGEND

1. Added Plumbing Heat Trace Schedule.
2. Added Plumbing Heat Trace Control Panel Schedule.
3. Remove Trap Primer (TP-1) and Floor Drain (FD-1) from Plumbing Fixture Schedule.

K. Sheet P-202.N - PLUMBING ENLARGED PLANS – NORTH

1. Shifted JS-1 to new location.





2. Revised sanitary and vent piping for JS-1.
3. Added Heat Trace (HT-1) and Heat Trace Control Panel (HTCP-1) to sanitary piping serving Floor Drain and Janitors Sink.
4. Added hot water recirc piping and flow control valve to serve JS-1.

L. Sheet MHD-102 – 200 LEVEL – HVAC DEMOLITION PLAN

1. REVISE mechanical demolition scope per RFI k004.

M. Sheet MH-102 – 200 LEVEL – HVAC PLAN

1. REVISE VBR-219 location and associate ductwork routing per RFI k004.
2. REVISE supply ductwork routing per RFI k006.
3. REVISE diffuser and grille layouts within Control and Audio rooms in coordination with lighting changes.

N. Sheet MP-102 – 200 LEVEL – MECHANICAL PIPING PLAN

1. REVISE VBR-219 location and associated hot water routing per RFI k004.
2. REVISE chilled water routing per RFI k006.

O. Sheet EDP-102 – ELECTRICAL POWER DEMO PLAN – FOOTBALL LEVEL – NORTH OFFICE REMODEL

1. REMOVED power for existing fire smoke damper.

P. Sheet EL-102 – ELECTRICAL LIGHTING PLAN – FOOTBALL LEVEL – NORTH OFFICE REMODEL

1. REVISE location of Track and Track Lighting T1 and TB.
2. REVISE lighting in control rooms to type B22.
3. REVISE location of lighting in Studio N282 to match pipe grid shift.
4. REVISE lighting in HRN Studio N230 to type A24H.

Q. Sheet EP-102 – ELECTRICAL POWER PLAN – FOOTBALL LEVEL – NORTH OFFICE REMODEL

1. REVISE workstation power to HRN Studio A & Workstation N230 from normal power to UPS power.
2. REVISE conduit route to panel H2C per RFI k011.
3. ADD power to heat trace control panel in JAN N267
4. ADD power to fire smoke damper.

R. Sheet E-701 – ELECTRICAL SCHEDULES

1. REVISE Lighting Equipment Schedule to reflect changes on EL-102.

S. Sheet E-710 – ELECTRICAL PANEL SCHEDULES

1. REVISE panel schedule AL2N to reflect added circuits shown on floor plans.

T. Sheet TN-000 – TECHNOLOGY GENERAL NOTES AND LEGEND

1. Add symbol for 16"x16" box rough-in.

U. Sheet TN-102.N – TECHNOLOGY PLAN 02 N 200 LEVEL – FOOTBALL



1. Add 16"x16" boxes to HRN Studio A.

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**From Architect/Engineer:** HDR Architecture, Inc.

**By:** Jon Wiles - HDR

**SECTION 09 65 13**  
RESILIENT BASE (Revised ASI-03)

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Furnish labor, materials, tools, equipment, and services for Resilient Base, as indicated, in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of other trades.

**1.2 REFERENCES**

- A. ASTM International (ASTM):
  - 1. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
  - 2. ASTM E648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
  - 3. ASTM E662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
  - 4. ASTM F1861 Standard Specification for Resilient Wall Base.
- B. National Fire Protection Association (NFPA):
  - 1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
  - 2. NFPA 258 Recommended Practice for Determining Smoke Generation of Solid Materials.

**1.3 SUBMITTALS**

- A. Product Data:
  - 1. For each type of material and accessory.
  - 2. VOC content.
- B. Samples:
  - 1. Resilient Base:
    - a. One sample of material and color as specified in Drawing Finish Schedule.
  - 2. Field fabricated corners: Construct sample base inside and outside corner:
    - a. Include minimum 4 feet 1.2 m straight base each direction from corner.
    - b. If not acceptable, construct additional corners.
    - c. Stress whitening and cracking will not be acceptable.
    - d. Color and height variation will not be acceptable.
    - e. Sample corners constitute standard of quality for actual construction.
    - f. Maintain sample corners during construction.
    - g. Remove when directed.
    - h. Sample corners may be built into permanent construction provided sample area is readily identifiable during construction.
    - i. Do not proceed with base installation until sample corners are approved by Architect.
- C. Contract Closeout Information:
  - 1. Maintenance data:
    - a. See Section 01 78 23.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Resilient Base:
  - 1. Base:
    - a. Tarkett.
  - 2. Optional:
    - a. Mannington.
    - b. Endura.
    - c. Roppe.
- B. Other manufacturers desiring approval comply with Section 01 61 00.

### 2.2 MATERIALS

- A. Performance Requirements:
  - 1. Thermoplastic Rubber: Type TP.
  - 2. Critical Radiant Flux:
    - a. Class I, not less than 0.45 W/cm<sup>2</sup>.
  - 3. Flame Spread: Maximum, 75.
  - 4. Smoke Developed: Maximum, 250.
- B. Resilient Base:
  - 1. Rubber top set, coved type.
  - 2. 1/8 by 4 inches 3 by 100 mm, 1/4 inches 6 mm wide at bottom.
  - 3. Field formed external and internal corners.
  - 4. Provide continuous rolls, minimum 95 feet 29 m long.

**ASI-03: Section 09 65 13; 3/11/2025: Removed Paragraph 2.2, C.**

#### ~~C. Resilient Base at carpet:~~

- ~~1. Rubber top set, straight type.~~
- ~~2. 1/8 by 4 inches 3 by 100 mm.~~
- ~~3. Field formed external and internal corners.~~
- ~~4. Provide continuous rolls, minimum 95 feet 29 m long.~~

- D. Leveling compound: As recommended by manufacturer, compatible with adhesives.
- E. Adhesives and primers:
  - 1. As recommended by manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces for defects and irregularities.
- B. Verify substrates are free of materials that may affect adhesion.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.
- D. Installation indicates acceptance of substrates and responsibility for performance.

### 3.2 PREPARATION

- A. Fill cracks, joints, etc., with water resistant non-crumbling patching compound.
- B. Trowel to smooth and proper level.

### **3.3 INSTALLATION**

- A. Install after wall finishes.
- B. Install prior to carpet and acoustical material.
- C. Prepare substrate in accordance with manufacturer's instructions.
- D. Protect adjacent work from damage.
- E. Schedule installation to minimize accumulation of air contaminants that cannot be removed prior to occupancy.
- F. Install base after wall material has dried out thoroughly.
  - 1. Provide base at intersections of floor and vertical surfaces in areas scheduled to receive base, where intersection is exposed to view.
  - 2. Apply primer and adhesive as recommended by manufacturer.
  - 3. Set base straight and true.
  - 4. Fit base neatly into breaks and recesses.
  - 5. Install corners as recommended by manufacturer.
  - 6. Scribe to trim at door frames.
  - 7. Make joints tight.
  - 8. Install with top and bottom edges in firm contact with wall and floor.

### **3.4 CLEANING**

- A. Remove surplus adhesive immediately after application and rolling.
- B. Clean in accordance with manufacturer's recommendations after materials have sufficiently seated.

**END OF SECTION**

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## SECTION 09 65 19

### RESILIENT TILE FLOORING (Added in its entirety ASI-03)

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Furnish labor, materials, tools, equipment, and services for Resilient Tile Flooring (RT) in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of other trades.

##### 1.2 REFERENCES

- A. ASTM International (ASTM):
  - 1. ASTM D2047 Measuring Static Coefficient of Friction of Flooring Finishes.

##### 1.3 SUBMITTALS

- A. Product Data:
  - 1. For each type of material and accessory.
- B. Samples:
  - 1. Two samples of each material specified in Interior Finish Legend.
- C. Project Information:
  - 1. Manufacturer's data stating that adhesives comply with applicable VOC regulations.
- D. Contract Closeout Information:
  - 1. Maintenance data.
    - a. See Section 01 78 23.

##### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications:
  - 1. Experienced in installation of resilient tile flooring.

##### 1.5 EXTRA MATERIALS

- A. See Section 01 78 43.
- B. Quantities of Extra Material Required:
  - 1. Resilient Tiles: One full carton of each type, color and pattern of material for maintenance.

#### PART 2 - PRODUCTS

##### 2.1 MANUFACTURERS

- A. Luxury Vinyl Tile (RT):
  - 1. Base:
    - a. Mohawk Group.
  - 2. Optional:
    - a. Tarkett
    - b. Mannington Commercial Resilient.
    - c. Armstrong World Industries.
- B. Other manufacturers desiring approval comply with Section 01 61 00.

## 2.2 MATERIAL

- A. Luxury Vinyl Tile (RT):
  - 1. Clear, unfilled, polyurethane-coated, 0.020 inches 0.5 mm thick PVC wear layer over printed film on an intermediate layer over filled vinyl backing.
  - 2. ASTM F1700 Class III, Type B – Embossed Surface.
  - 3. Critical Radiant Flux, per ASTM E648 / NFPA 253: Class I, not less than 0.45 W/cm<sup>2</sup>.
  - 4. Smoke Developed: 450 or less per ASTM E662 / NFPA 258.
  - 5. Minimum Static Load Limit: 1000 psi 17.6 kg/cm<sup>2</sup>.
  - 6. Total Thickness: 5.0 mm
  - 7. Nominal Size:
    - a. As indicated in Interior Finish Legend.
  - 8. Base Product: As indicated in Interior Finish Legend.
- B. Leveling Compound:
  - 1. As recommended by manufacturer:
    - a. Compatible with adhesives.
    - b. Moisture resistant.
    - c. Non-crumbling.
    - d. VOC content shall not be greater than 100 g/L.
- C. Primers and Adhesive:
  - 1. For general use.
  - 2. As recommended by flooring manufacturer.
  - 3. Primers and adhesives shall have a VOC content no greater than 50 g/L.
- D. Hard-Set Adhesive:
  - 1. Hard-setting polyurethane or epoxy product recommended by flooring manufacturer.
  - 2. VOC content no greater than 50 g/L.
- E. Transition Strip:
  - 1. Nominal Size: 1/8 by 1 inch 3 by 25 mm plain color homogeneous vinyl with backing.
  - 2. Use tapered profiles where abutting material is of different thickness.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces for defects, irregularities, and conditions under which flooring and base are to be installed.
- B. Verify substrates are free of materials that may affect adhesion.
- C. Identify cracks and other surface defects which need repair prior to application of floor system.
- D. Inspect substrate for markers, paint and similar materials used for layout by others and take remedial action as necessary to remove layout line work to prevent bleed-through.
- E. Verify floors are level or meet indicated slope.
- F. Do not proceed with installation until unsatisfactory conditions have been corrected.
- G. Installation indicates acceptance of substrates and responsibility for performance.

### 3.2 PREPARATION

- A. Prepare substrate in accordance with manufacturer's instructions.



- B. Fill construction joints and other non-moving joints with product approved by manufacturer of flooring system.
- C. Coordinate leveling with vapor emission control system provider.

### **3.3 INSTALLATION**

- A. Install flooring in accordance with manufacturer's recommendations.
- B. Install flooring wall to wall before the installation of equipment, movable partitions, etc.
  - 1. Extend flooring into toe spaces, door recesses, closets, and similar openings.
- C. If required, install flooring on pan-type floor access covers.
  - 1. Maintain continuity of color and pattern within pieces of flooring installed on covers.
  - 2. Adhere flooring to the subfloor around covers and to covers.
- D. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.
- E. Lay tile in patterns indicated.
  - 1. Layout resilient flooring to provide equal size at perimeter.
  - 2. Adjust layout as necessary to reduce the amount of resilient flooring which is cut to less than half full width.
- F. Bond tile to floor, flush, tight accurate seams, and in true alignment with adjacent tiles and with finished surface.
- G. Provide tiles in one room or area from one production run.
- H. Minimize accumulation of air contaminants that cannot be removed prior to occupancy.
- I. Transitions:
  - 1. Where Resilient Tile Flooring abuts thicker finish flooring materials, feather leveling compound for approximately 12 inches 300 mm for each 1/8 inches 3 mm of rise so finished surfaces align.
  - 2. Install reducer strips at exposed edges.
  - 3. Install accent transition strip where tile color changes or floor finish material changes to sheet vinyl or sheet rubber:
  - 4. Locate transition strip directly under closed door position where seam occurs in door openings.
- J. Roll each row when finished and roll total floor when completed.
  - 1. Roll floor in both directions.
  - 2. Roll with device and weight recommended by maker of tiles to ensure that the underside mat surface is fully bonded to the glue and sub-floor.
  - 3. Avoid over-rolling.

### **3.4 ADJUST AND CLEAN**

- A. Immediately after application and rolling, remove surplus adhesive.
- B. Clean floors in accordance with manufacturer's recommendations.
- C. Protect with non-staining building paper to prevent dirt and damage.
- D. Protect traffic areas with fiberboard or plywood.

**END OF SECTION**

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**SECTION 22 05 33**  
**HEAT TRACING FOR PLUMBING PIPING**

**PART 1 - GENERAL REQUIREMENTS**

**1.1 SUMMARY**

- A. This Section includes pipe freeze protection system, grease waste temperature maintenance system, and installation instructions.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 22 Section "Plumbing Insulation" for piping insulation and installation requirements.
  - 2. Division 23 Section "Direct-Digital Control for HVAC" for interlock of alarms with building automation system and alarm wiring.
  - 3. Division 26 Section "Common Work Results for Electrical" required electrical devices.
  - 4. Division 26 Sections "Enclosed Switches and Circuit Breakers" for field-installed disconnects.

**1.2 SUBMITTALS**

- A. Refer to Division 1 and Division 22 Section "General Plumbing Requirements" for administrative and procedural requirements for submittals.
- B. Product Data: Submit product data on the following items:
  - 1. Pipe Freeze Protection System
  - 2. Grease Waste Flow Maintenance
- C. Submit complete heat trace calculations and drawings including:
  - 1. Floor plans designating pipes to be heat traced
  - 2. Control panel quantities and locations
  - 3. Pipe heat loss and required heat trace cable watts per foot and number of runs
  - 4. Total cable length, maximum cable length and required number of circuits
  - 5. Electrical requirements

**1.3 QUALITY ASSURANCE**

- A. Pipe freeze protection system shall be listed and classified by Underwriter's Laboratories, Inc. as suitable for purpose intended.

**PART 2 - PRODUCTS AND MATERIALS**

**2.1 MANUFACTURERS**

- A. Manufacturer: System components shall be factory tested with manufacturers' standard tests to ensure that all devices, components, and systems are in proper working order before shipment. Coordinate with Division 23 contractor to provide single manufacturer for all Division 22 and Division 23 heat trace components. Subject to compliance with requirements, provide piping materials and specialties from one of the following:
  - 1. Pipe Freeze Protection System and Grease Waste Flow Maintenance
    - a. Chromalox
    - b. Nextron
    - c. Nelson
    - d. Tyco Thermal Controls/Raychem
    - e. Thermon

**2.2 PIPE FREEZE PROTECTION SYSTEM AND GREASE WASTE FLOW MAINTENANCE**

- A. In general the system shall include the following items:
  - 1. Heating cable control panel.

2. Transformer(s).
3. Outdoor ambient thermostat(s). Pipe mounted temperature sensor.
4. Junction boxes.
5. Parallel circuit heating cable.
6. Branch circuit wiring and conduit.
7. Other items necessary for a complete system.

B. Heating Cable and Accessories:

1. Parallel circuit, jacketed cable, self-limiting, designed to operate on voltage as specified on the drawings. Cable shall consist of two nickel-copper bus wires embedded in parallel in a self regulating polymer core. Cable shall be capable of varying its output along its length. Provide wattage as required for piping and insulation involved per manufacturer's recommendations.
2. Heating cable shall be covered by a polyolefin dielectric jacket.
3. Heating cable shall be grounded with a braid of tinned copper.
4. Where indicated on the drawings, heating cable shall have polyolefin outer jacket for protection against aqueous inorganic chemicals. Where indicated on the drawings, heating cable shall have fluoropolymer outer jacket for protection against organic chemicals or corrosives.
5. Termination fittings for direct connection to junction boxes.
6. Junction Boxes: Junction boxes shall be NEMA 4X Watertight, even where located indoors.

C. Control Panel:

1. NEMA 4X Fiberglass Reinforced Plastic enclosure for outdoor installation with hinged access door with window and furnished with the following:
2. Microprocessor based controller with LED display with keypad interface and non-volatile memory.
3. Ground fault circuit protection capable of checking heating cable circuit faults
4. LED Indicator Lights: Current mode, heater on, alarm conditions and receive / transmit data.
5. Alarm Conditions: RTD failure, high/low temperature, high/low current, hi/low resistance and high/low voltage, ground fault alarm, trip, loss of programmed values and electromechanical relay failure.
6. Alarm Contacts: One single pole single throw rated at 0.75 amp 120 to 277 volt relay and one dry pilot duty only relay rated at 48 VAC / DC 50 milliamps, 10VA maximum resistive switching
7. Power strip for connecting 277 volt single phase at 30 amps maximum.
8. Temperature Control Sensors: Total of two three wire 100 Ohm RTD's with 10 foot long stainless steel sheath, ambient temperature range of -76°F to 1058°F with an accuracy of  $\pm 3^\circ\text{F}$  and a repeatability of  $\pm 3^\circ\text{F}$ .

D. Temperature Control Sensor

1. Provide outdoor ambient thermostat with adjustable contacts set to close on decreasing temperature.
2. Provide pipe mounted sensor with adjustable setpoint set to close on decreasing temperature.

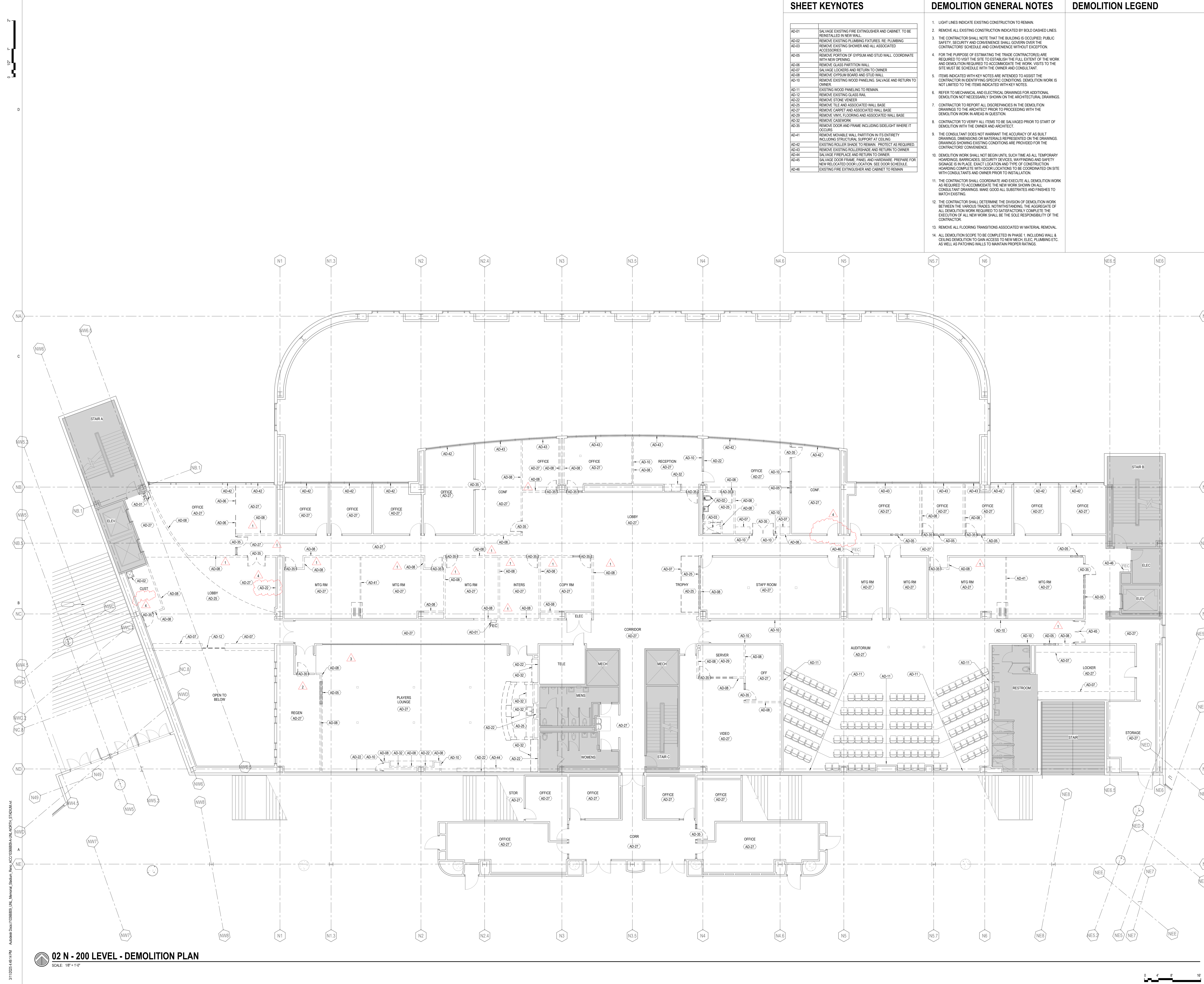
## **PART 3 - EXECUTION**

### **3.1 PIPE FREEZE PROTECTION AND GREASE WASTE FLOW MAINTENANCE SYSTEM INSTALLATION**

- A. Furnish and install a pipe freeze protection system and grease waste flow maintenance to prevent the following piping from freezing, and to maintain proper flow in grease waste systems where located in unheated areas:

1. Sanitary P-traps.
  2. Horizontal sanitary piping
- B. Installation:
1. Cut cable to length as required to suit pipe lengths and watt per foot requirements.
  2. Install and test heating cable after pipe is pressure tested and before pipe is insulated.
  3. Secure cable to pipe with cable ties or belts and install according to manufacturer's instructions.
  4. Install cable on piping in accordance with manufacturer's recommendations for a minimum ambient temperature of minus 20 degrees F.
  5. For grease waste maintenance, install cable on piping in accordance with the manufacturer's recommendations for a minimum maintenance temperature.
  6. Install junction boxes where necessary.
  7. Install control panels at the locations indicated.
  8. For plastic piping, apply heating cable using aluminum tape.
- C. Connections:
1. Electrical wiring and connections are specified in Division 26 Section "Common Work Results for Electrical".
  2. Coordinate interlock of heat trace system control panel alarm conditions with the building automation system. Alarm wiring and alarm interlock with the building automation system are specified in Division 23 Section "Direct-Digital Control for HVAC".
- D. Insulation:
1. Install and test electric heat trace prior to installation of insulation. Insulation is specified in Division 22 section "Plumbing Insulation".
- E. Factory Tests:
1. Conduct manufacturers' standard tests on all system components to assure that all devices, components, and systems are in proper working order before shipment.
- F. Field Tests:
1. Before and after installation of the thermal insulation, test heating cable with megohmmeter between the heating cable bus wires and metallic braid. Minimum insulation resistance shall be 20 megohms regardless of length.
  2. Submit test report of megohmmeter readings to the Owner.

**END OF SECTION**



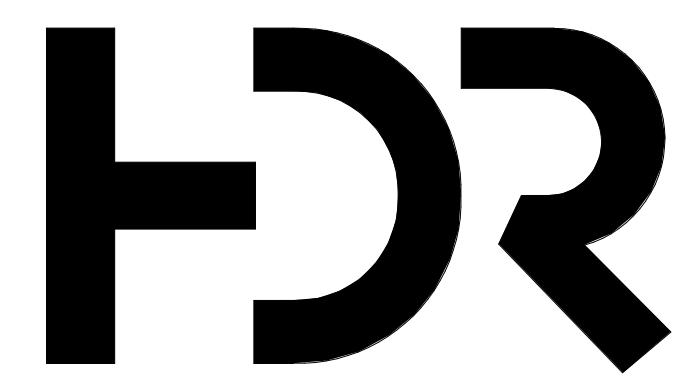
**SHEET KEYNOTES**

AD-01	SALVAGE EXISTING FIRE EXTINGUISHER AND CABINET. TO BE REINSTALLED IN NEW WALL.
AD-02	REMOVE EXISTING PLUMBING FIXTURES. RE-PLUMBING.
AD-03	REMOVE EXISTING SHOWER AND ALL ASSOCIATED ACCESSORIES.
AD-05	REMOVE PORTION OF GYPSUM AND STUD WALL. COORDINATE WITH NEW OPENING.
AD-06	REMOVE GLASS PARTITION WALL.
AD-07	SALVAGE LOCKERS AND RETURN TO OWNER.
AD-08	REMOVE CORPUS KNOB AND STUD WALL.
AD-10	REMOVE EXISTING WOOD PANELING. SALVAGE AND RETURN TO OWNER.
AD-11	EXISTING WOOD PANELING TO REMAIN.
AD-12	REMOVE EXISTING GLASS RAIL.
AD-22	REMOVE STONE VENEER.
AD-25	REMOVE TILE AND ASSOCIATED WALL BASE.
AD-27	REMOVE CARPET AND ASSOCIATED WALL BASE.
AD-29	REMOVE VINYL FLOORING AND ASSOCIATED WALL BASE.
AD-32	REMOVE CASEWORK.
AD-35	REMOVE DOOR AND FRAME INCLUDING SIGHTLINE WHERE IT OCCURS.
AD-41	REMOVE MOVABLE WALL PARTITION IN ITS ENTIRETY INCLUDING STRUCTURAL SUPPORT AT CEILING.
AD-42	EXISTING KOLLER SHADE TO REMAIN. PROTECT AS REQUIRED.
AD-43	REMOVE EXISTING KOLLER SHADE AND RETURN TO OWNER.
AD-44	SALVAGE FRIGERACE AND RETURN TO OWNER.
AD-45	SALVAGE DOOR FRAME, PANEL AND HARDWARE. PREPARE FOR NEW RELOCATED DOOR LOCATION. SEE DOOR SCHEDULE.
AD-46	EXISTING FIRE EXTINGUISHER AND CABINET TO REMAIN.

**DEMOLITION GENERAL NOTES**

1. LIGHT LINES INDICATE EXISTING CONSTRUCTION TO REMAIN.
2. REMOVE ALL EXISTING CONSTRUCTION INDICATED BY BOLD DASHED LINES.
3. THE CONTRACTOR SHALL NOTE THAT THE BUILDING IS OCCUPIED. PUBLIC SAFETY, SECURITY AND CONVENIENCE SHALL GOVERN OVER THE CONTRACTOR'S SCHEDULE AND CONVENIENCE WITHOUT EXCEPTION.
4. FOR THE PURPOSE OF ESTIMATING THE TRADE CONTRACTOR(S) ARE REQUIRED TO VISIT THE SITE TO ESTABLISH THE FULL EXTENT OF THE WORK AND DEMOLITION REQUIRED TO ACCOMMODATE THE WORK. VISITS TO THE SITE MUST BE SCHEDULED WITH THE OWNER AND CONSULTANT.
5. ITEMS INDICATED WITH KEY NOTES ARE INTENDED TO ASSIST THE CONTRACTOR IN IDENTIFYING SPECIFIC CONDITIONS. DEMOLITION WORK IS NOT LIMITED TO THE ITEMS INDICATED WITH KEY NOTES.
6. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOT NECESSARILY SHOWN ON THE ARCHITECTURAL DRAWINGS.
7. CONTRACTOR TO REPORT ALL DISCREPANCIES IN THE DEMOLITION DRAWINGS TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE DEMOLITION WORK IN AREAS IN QUESTION.
8. CONTRACTOR TO VERIFY ALL ITEMS TO BE SALVAGED PRIOR TO START OF DEMOLITION WITH THE OWNER AND ARCHITECT.
9. THE CONSULTANT DOES NOT WARRANT THE ACCURACY OF AS BUILT DRAWINGS, DIMENSIONS OR MATERIALS REPRESENTED ON THE DRAWINGS. DRAWINGS SHOWING EXISTING CONDITIONS ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE.
10. DEMOLITION WORK SHALL NOT BEGIN UNTIL SUCH TIME AS ALL TEMPORARY HOARDINGS, BARRICADES, SECURITY DEVICES, WARNING AND SAFETY SIGNAGE IS IN PLACE. EXACT LOCATION AND TYPE OF CONSTRUCTION HOARDING COMPLETE WITH DOOR LOCATIONS TO BE COORDINATED ON SITE WITH CONSULTANTS AND OWNER PRIOR TO INSTALLATION.
11. THE CONTRACTOR SHALL COORDINATE AND EXECUTE ALL DEMOLITION WORK AS REQUIRED TO ACCOMMODATE THE NEW WORK SHOWN ON ALL CONSULTANT DRAWINGS. MAKE GOOD ALL SUBSTRATES AND FINISHES TO MATCH EXISTING.
12. THE CONTRACTOR SHALL DETERMINE THE DIVISION OF DEMOLITION WORK BETWEEN THE VARIOUS TRADES. NOTWITHSTANDING, THE AGGREGATE OF ALL DEMOLITION WORK REQUIRED TO SATISFACTORILY COMPLETE THE EXECUTION OF ALL NEW WORK SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
13. REMOVE ALL FLOORING TRANSITIONS ASSOCIATED WITH MATERIAL REMOVAL.
14. ALL DEMOLITION SCOPE TO BE COMPLETED IN PHASE 1, INCLUDING WALLS, CEILING DEMOLITION TO GAIN ACCESS TO NEW MECH, ELEC, PLUMBING, ETC. AS WELL AS PATCHING WALLS TO MAINTAIN PROPER RATINGS.

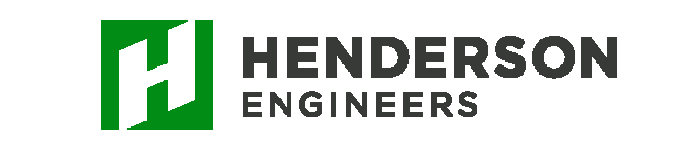
**DEMOLITION LEGEND**



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HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.299.1000  
CA-0481



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**NORTH STADIUM - 200 LEVEL RENOVATIONS**

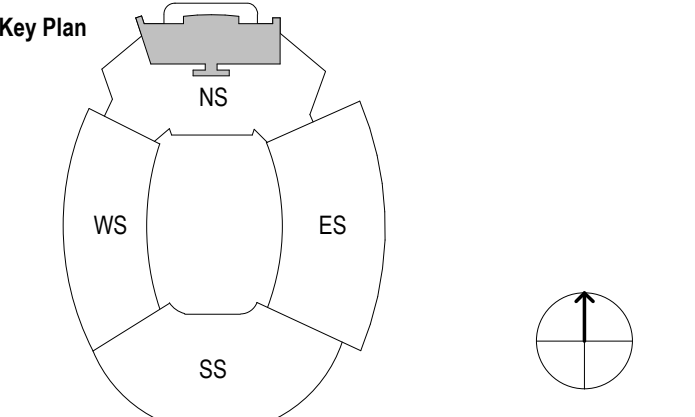
One Memorial Stadium Drive  
Lincoln, NE 68598



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Cole Wyoff / Eric Maxwell
Project Architect	Matthew Kuhn / Kyle Ureuh
Landscape Architect	Jennifer Seacrest
Civil Engineer	Erin Bright
Structural Engineer	John Savage / Matthew Farber
Mechanical Engineer	Mich Han
Electrical Engineer	Randall Nehaus
Plumbing Engineer	Brian Lambright
Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Eric Cowig
Audio/Visual Engineer	Randall Nehaus
Lighting Designer	Alexis Van Houtland
Interior Designer	Ryan Rango
Food Service	

MARK	DATE	DESCRIPTION
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2	01/23/2025	AS1 001
3	02/12/2025	AS1 002
4	03/11/2025	AS1 003

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Original Issue 11/25/2024



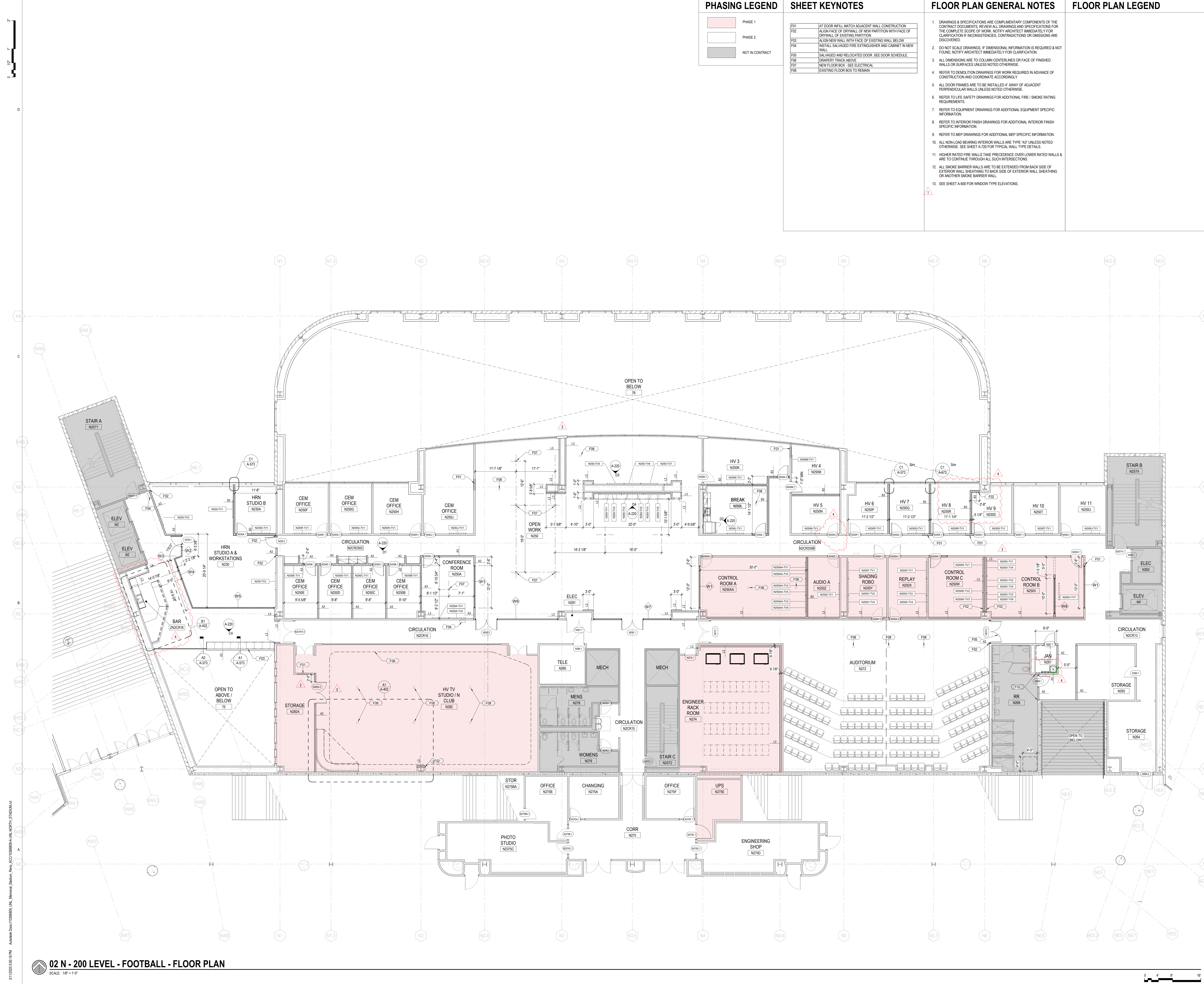
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Sheet Number  
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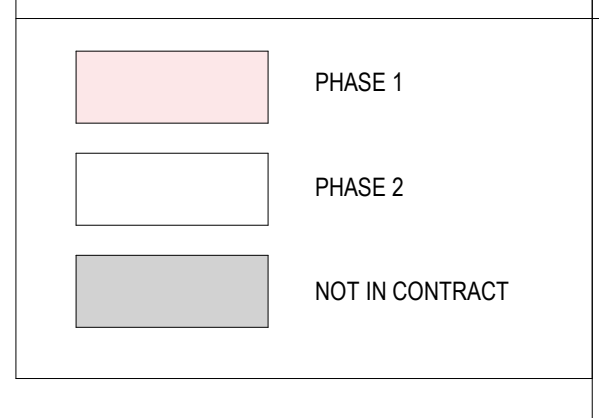
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CONSTRUCTION DOCUMENTS

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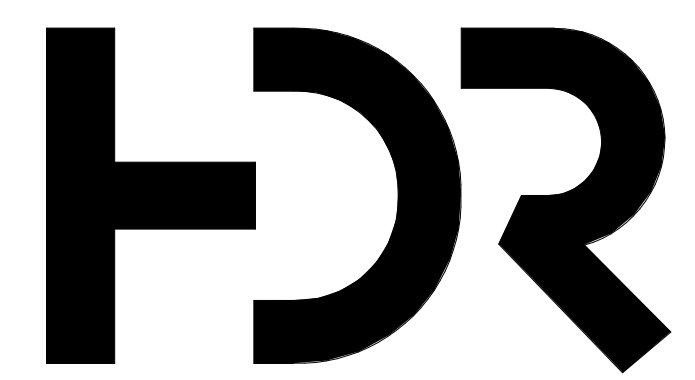
**SHEET KEYNOTES**

F01	AT DOOR NFILL MATCH ADJACENT WALL CONSTRUCTION
F02	ALIGN FACE OF DRYWALL OF NEW PARTITION WITH FACE OF DRYWALL OF EXISTING PARTITION
F03	ALIGN NEW WALL WITH FACE OF EXISTING WALL BELOW
F04	INSTALL SALVAGED FIRE EXTINGUISHER AND CABINET IN NEW WALL
F05	SALVAGED AND RELOCATED DOOR - SEE DOOR SCHEDULE
F06	GRABBER TRUCK ABOVE
F07	NEW FLOOR BOX - SEE ELECTRICAL
F08	EXISTING FLOOR BOX TO REMAIN

**FLOOR PLAN GENERAL NOTES**

- DRAWINGS & SPECIFICATIONS ARE COMPLEMENTARY COMPONENTS OF THE CONTRACT DOCUMENTS. REVIEW ALL DRAWINGS AND SPECIFICATIONS FOR THE COMPLETE SCOPE OF WORK. NOTIFY ARCHITECT IMMEDIATELY FOR CLARIFICATION IF INCONSISTENCIES, CONTRADICTIONS OR OMISSIONS ARE DISCOVERED.
- DO NOT SCALE DRAWINGS. IF DIMENSIONAL INFORMATION IS REQUIRED & NOT FOUND, NOTIFY ARCHITECT IMMEDIATELY FOR CLARIFICATION.
- ALL DIMENSIONS ARE TO COLUMN CENTERLINES OR FACE OF FINISHED WALLS OR SURFACES UNLESS NOTED OTHERWISE.
- REFER TO DEMOLITION DRAWINGS FOR WORK REQUIRED IN ADVANCE OF CONSTRUCTION AND COORDINATE ACCORDINGLY.
- ALL DOOR FRAMES ARE TO BE INSTALLED 4" AWAY OF ADJACENT PERPENDICULAR WALLS UNLESS NOTED OTHERWISE.
- REFER TO LIFE SAFETY DRAWINGS FOR ADDITIONAL FIRE / SMOKE RATING REQUIREMENTS.
- REFER TO EQUIPMENT DRAWINGS FOR ADDITIONAL EQUIPMENT SPECIFIC INFORMATION.
- REFER TO INTERIOR FINISH DRAWINGS FOR ADDITIONAL INTERIOR FINISH SPECIFIC INFORMATION.
- REFER TO MEP DRAWINGS FOR ADDITIONAL MEP SPECIFIC INFORMATION.
- ALL NON-LOAD BEARING INTERIOR WALLS ARE TYPE 'A3' UNLESS NOTED OTHERWISE. SEE SHEET A-720 FOR TYPICAL WALL TYPE DETAILS.
- HIGHER RATED FIRE WALLS TAKE PRECEDENCE OVER LOWER RATED WALLS & ARE TO CONTINUE THROUGH ALL SUCH INTERSECTIONS.
- ALL SMOKE BARRIER WALLS ARE TO BE EXTENDED FROM BACK SIDE OF EXTERIOR WALL SHEATHING TO BACK SIDE OF EXTERIOR WALL SHEATHING OR ANOTHER SMOKE BARRIER WALL.
- SEE SHEET A-600 FOR WINDOW TYPE ELEVATIONS.

**FLOOR PLAN LEGEND**



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HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
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**NORTH STADIUM - 200 LEVEL RENOVATIONS**

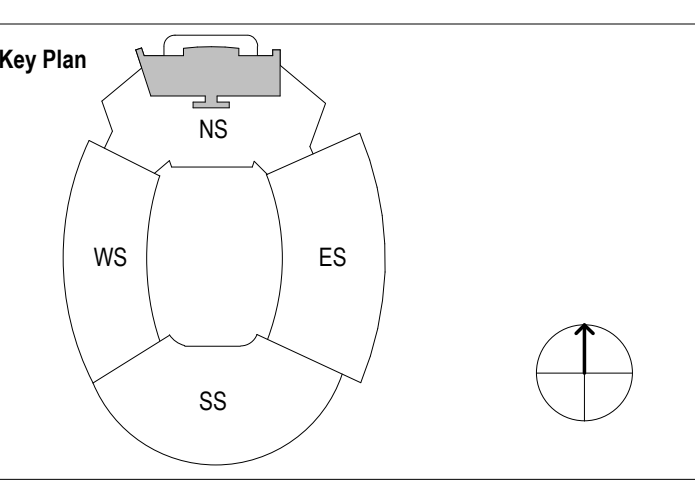
One Memorial Stadium Drive  
Lincoln, NE 68598



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Cole Wypoff / Eric Maxwell
Project Architect	Matthew Kuhn / Kyle Ureuh
Landscape Architect	Jennifer Saucenet
Civil Engineer	Eric Bright
Structural Engineer	John Savage / Matthew Farber
Mechanical Engineer	Mich Hahn
Electrical Engineer	Randall Niehaus
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IT/Comm Engineer	Brian Lambright
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Lighting Designer	Randall Niehaus
Interior Designer	Alexis Van Houtland
Food Service	Ryan Rango

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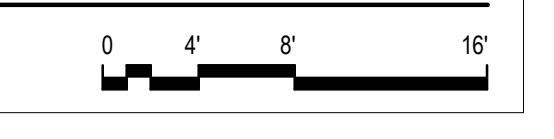
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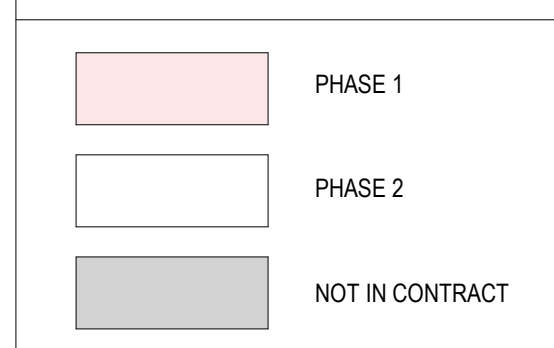
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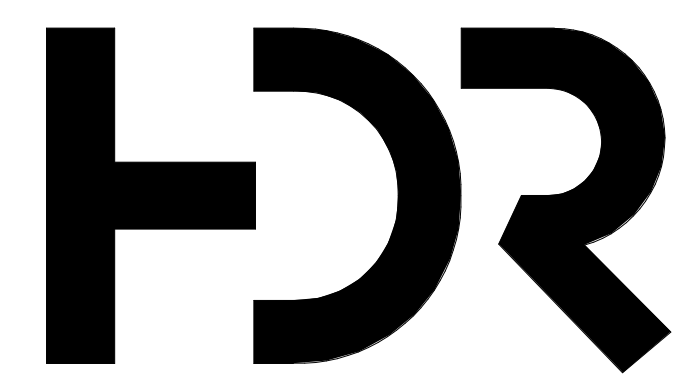
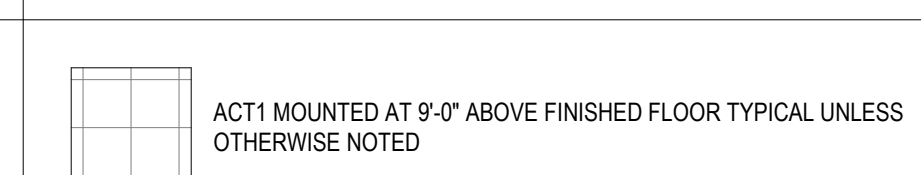
**SHEET KEYNOTES**

C001	INSTALL ACCESS DOOR (1'0" X 1'0") IN VERTICAL FACE OF SOFFIT TO ACCESS EXISTING FIRE DAMPER, 08 31 13 ACCESS DOORS AND FRAMES
C002	DRAPERY TRACK - FINISHED BLACK - 12 ZI 16 DRAPERY TRACK AND DRAPERY
C003	PIPE GRID - PAINTED PT2 (BLACK)
C004	CEILING OPEN TO STRUCTURE - UNFINISHED
C005	RETAIN EXISTING CEILING GRID IF IN GOOD CONDITION. REPLACE ANY SECTIONS THAT ARE DAMAGED OR SHOW SIGNS OF RUST. IF THE VISUAL APPEARANCE OF THE NEW AND EXISTING GRID COMPONENTS DO NOT MATCH, REPLACE THE ENTIRE GRID WITHIN THE ROOM FOR UNIFORMITY. ADD DRYWALL TO STRUCTURE.
C006	INSTALL ACCESS DOOR (2'0" X 2'0"), 08 31 13 ACCESS DOORS AND FRAMES
C008	INSTALL GYPSUM BOARD AS HIGH AS POSSIBLE. COORDINATE WITH EXISTING AND NEW MEP ITEMS.

**RCP GENERAL NOTES**

- ALL CEILING HEIGHTS TO BE AT 9'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- REFLECTED CEILING PLANS TO BE READ IN CONJUNCTION WITH ROOM FINISH SCHEDULES, SPECIFICATIONS, ARCHITECTURAL CEILING DETAILS, MECHANICAL, ELECTRICAL, FIRE PROTECTION AND FIRE & LIFE SAFETY DRAWINGS.
- THE MECHANICAL AND ELECTRICAL DRAWINGS SHALL GOVERN OVER THE ARCHITECTURAL DRAWINGS FOR DEVICE TYPE AND QUANTITY. THE ARCHITECTURAL DRAWINGS SHALL GOVERN OVER THE MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATION.
- CONTRACTOR TO REPORT ANY DISCREPANCIES AND/OR INCONSISTENCIES BETWEEN THE ARCHITECTURAL DRAWINGS AND THAT OF ANY OTHER CONSULTANT'S DRAWINGS TO THE ARCHITECT.
- CONTRACTOR TO REVIEW AND COORDINATE THE LOCATION OF ACCESS PANELS WITH MECHANICAL AND ELECTRICAL DRAWINGS. FINAL LOCATIONS OF ACCESS PANELS TO BE REVIEWED BY MEP CONSULTANT AND ARCHITECT PRIOR TO INSTALLATION. ACCESS PANELS TO MATCH CEILING FINISH COLOUR.
- IN ACOUSTIC TILE CEILINGS, FIXTURES GRAPHICALLY SHOWN IN THE DRAWINGS AS INTERSECTING T-BAR SUSPENSION SYSTEMS AND/OR OTHER ELEMENTS ARE TO BE LOCATED WITHIN THE NEAREST AVAILABLE CEILING TILE.
- THE STANDARD PLACEMENT OF CEILING MOUNTED DEVICES WITHIN A SINGLE FULL SIZE (24" X 24") ACOUSTIC CEILING TILE SHALL BE CENTERED UNLESS NOTED OTHERWISE.
- ALL GWB CEILING TO BE PAINTED PT1 (WHITE). TYPICAL UNLESS OTHERWISE NOTED. SEE INTERIOR FINISH LEGEND FOR PAINT INFORMATION.
- ALL OPEN TO STRUCTURE CEILINGS TO BE PAINTED PT3 (CHARCOAL) TYPICAL UNLESS OTHERWISE NOTED. SEE INTERIOR FINISH LEGEND FOR PAINT INFORMATION.
- GWB WALLS TO BE FINISHED WITH WALL PAINT UP TO 9'-0" AFF TYPICAL. PAINT LINE TRANSITION FROM WALL PAINT TO PT3 (UPPER WALL AND CEILING PAINT) TO OCCUR ABOVE THE 9'-0" AFF MARK AT ALL OPEN TO STRUCTURE AREAS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- CENTER ALL ACT CEILING GRID IN THE ROOM UNLESS NOTED OTHERWISE.
- ACT CEILING TO BE ACT-1 MOUNTED AT 9'-0" TYPICAL UNLESS OTHERWISE NOTED.

**RCP LEGEND**



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HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.299.1000  
CA-0481



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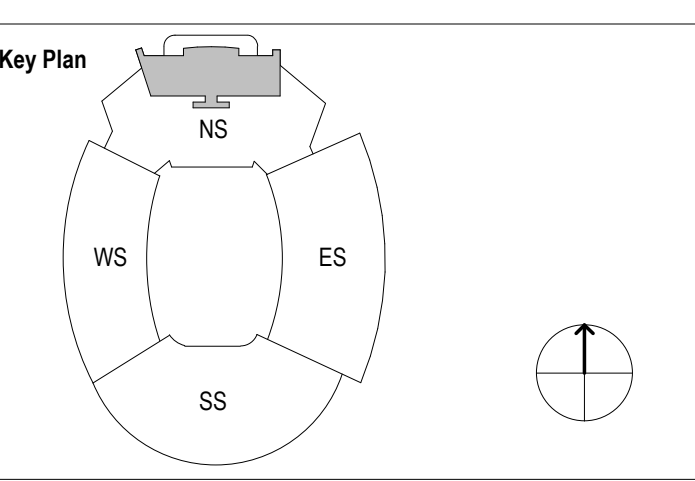
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Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Brian Lambright
Audio/Visual Engineer	Eric Cowig
Lighting Designer	Randall Nehaus
Interior Designer	Alexis Van Houtland
Food Service	Ryan Range

MARK	DATE	DESCRIPTION
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2	01/23/2025	AS1-001
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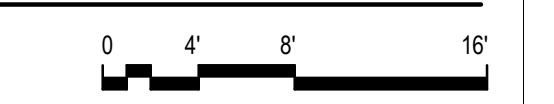
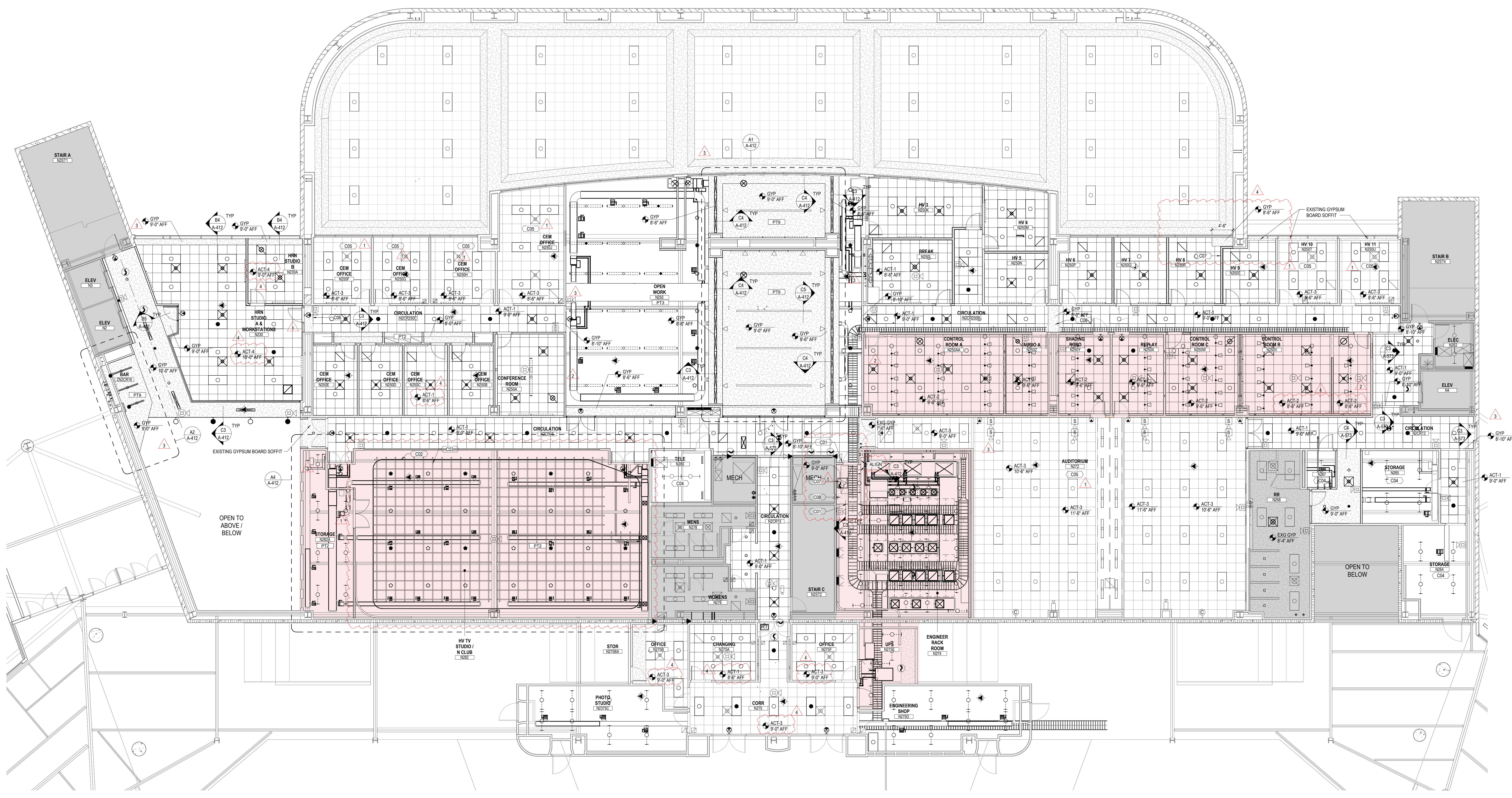
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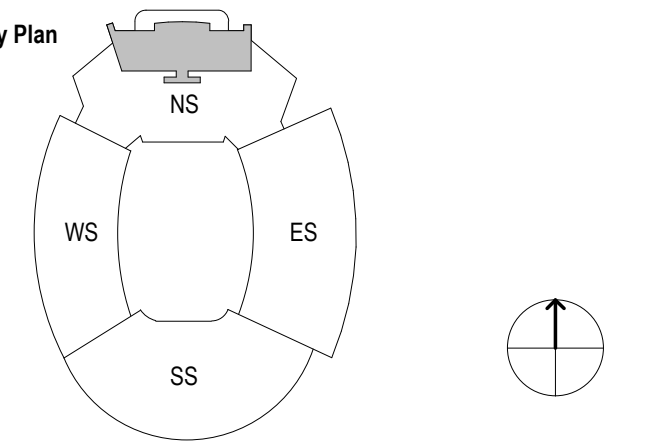
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2	01/23/2025	AS1-001
3	02/12/2025	AS1-002
4	03/11/2025	AS1-003

Project Number: 10366809  
 Original Issue: 11/25/2024

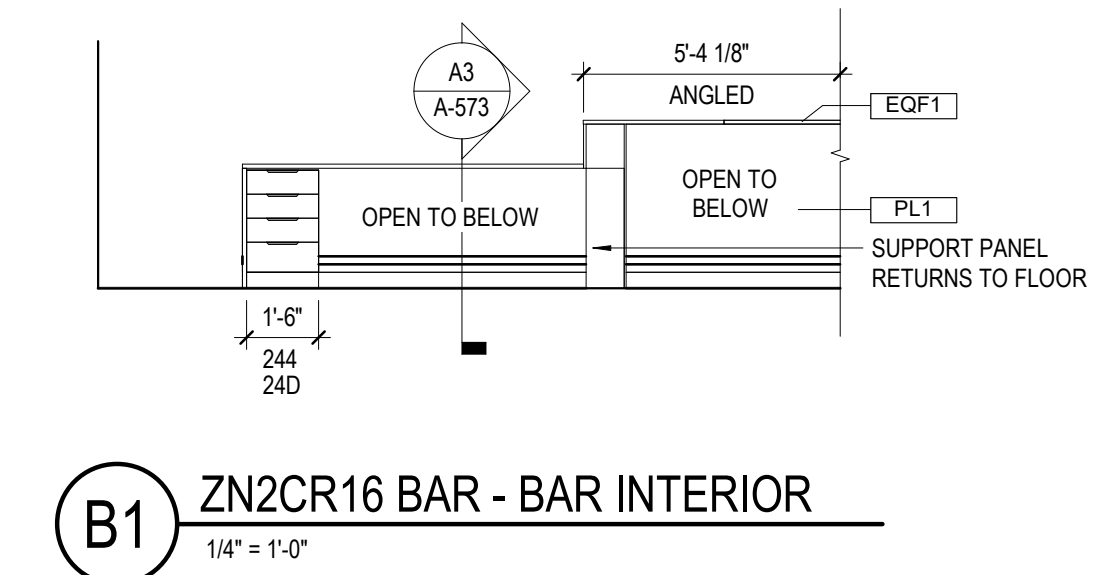
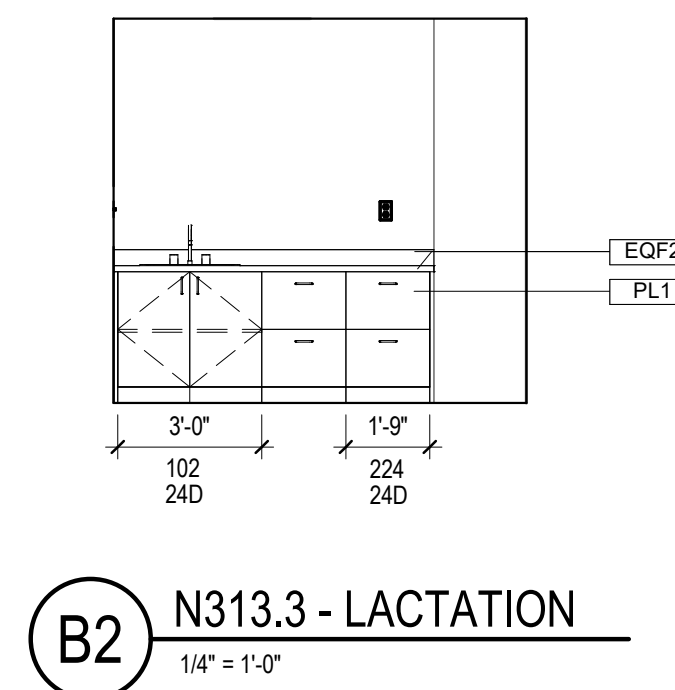
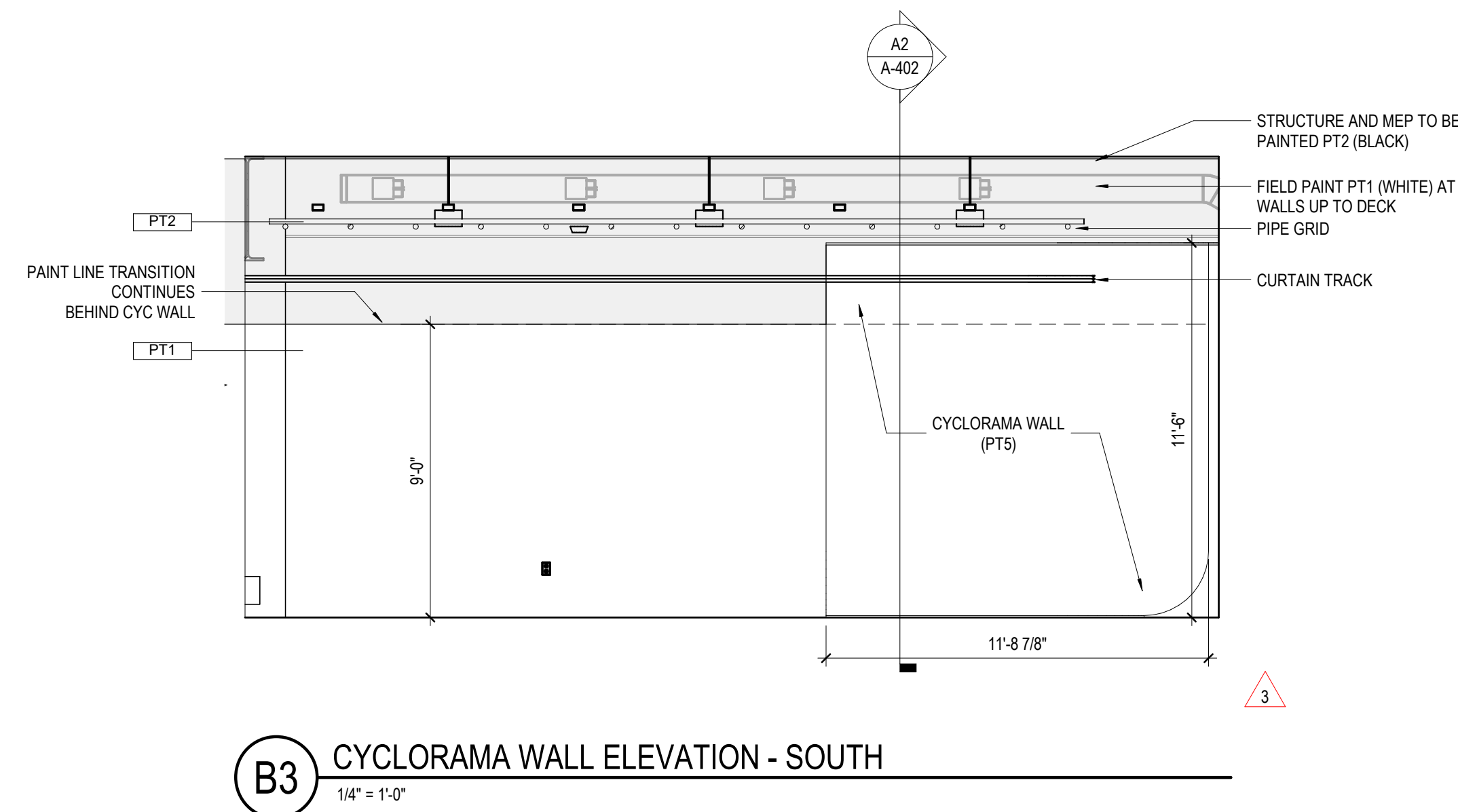
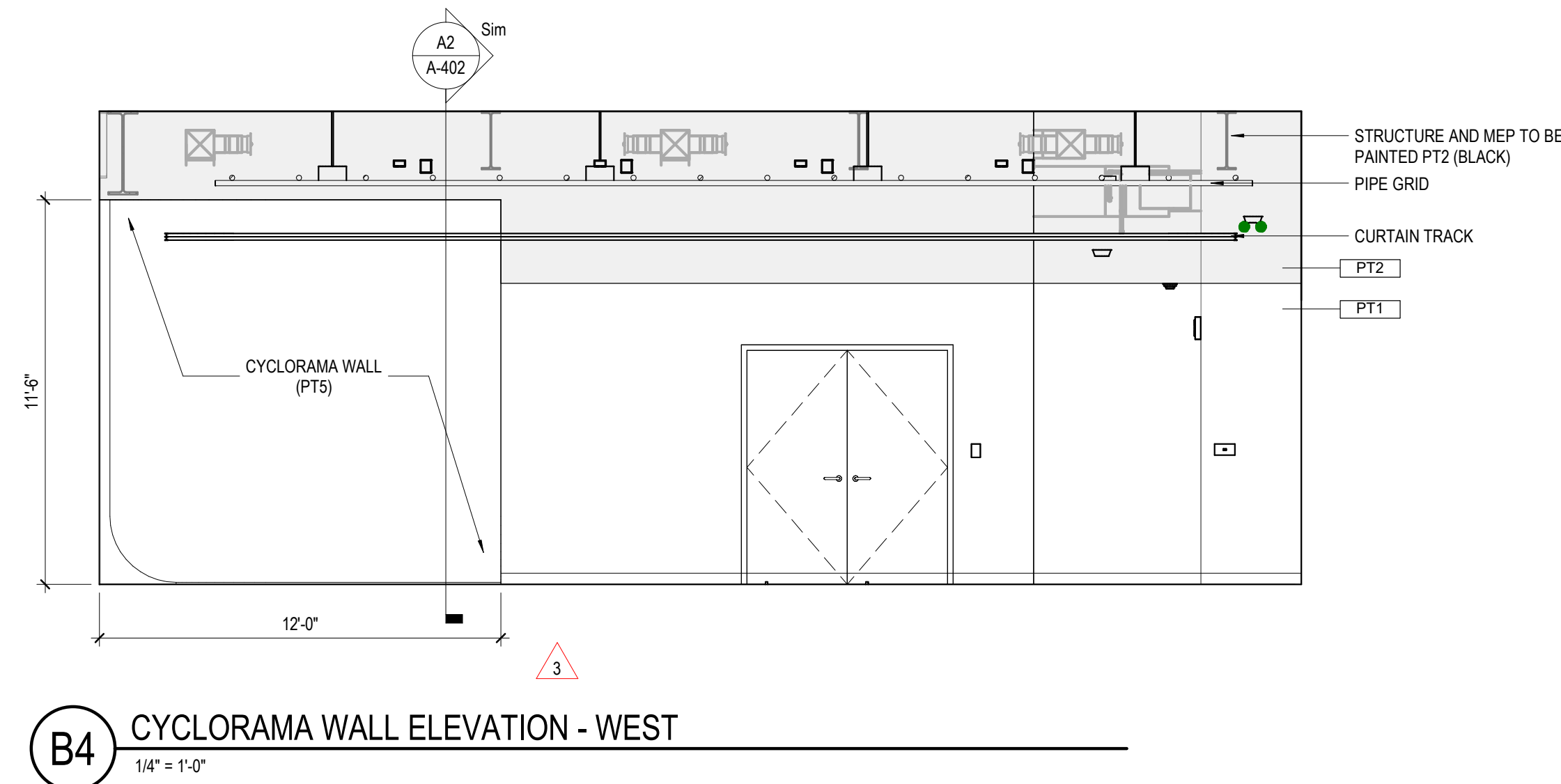
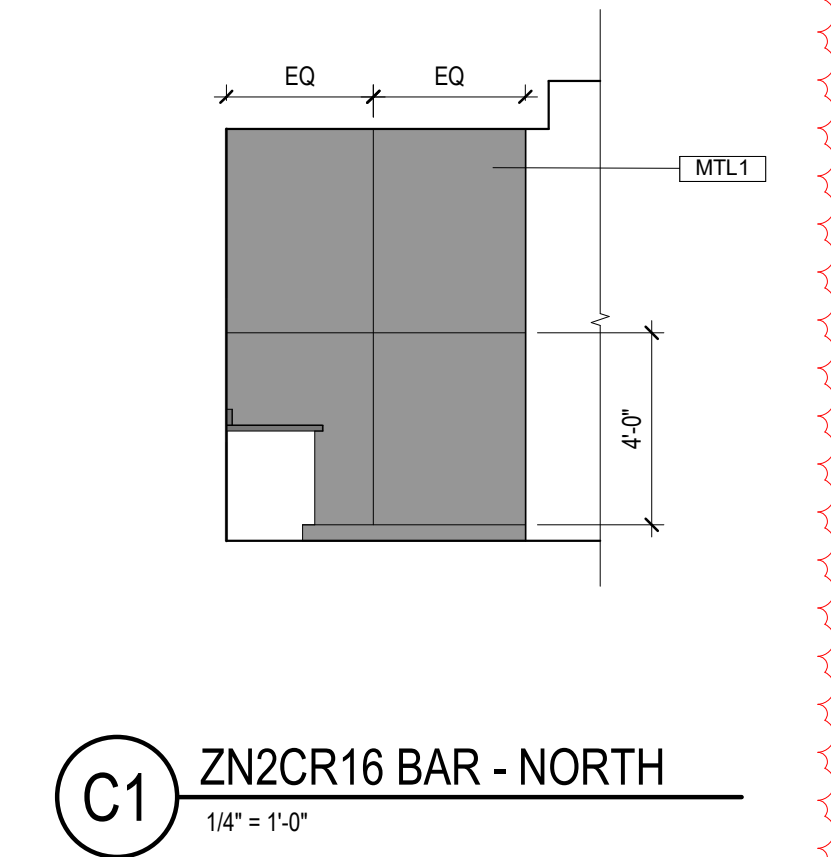
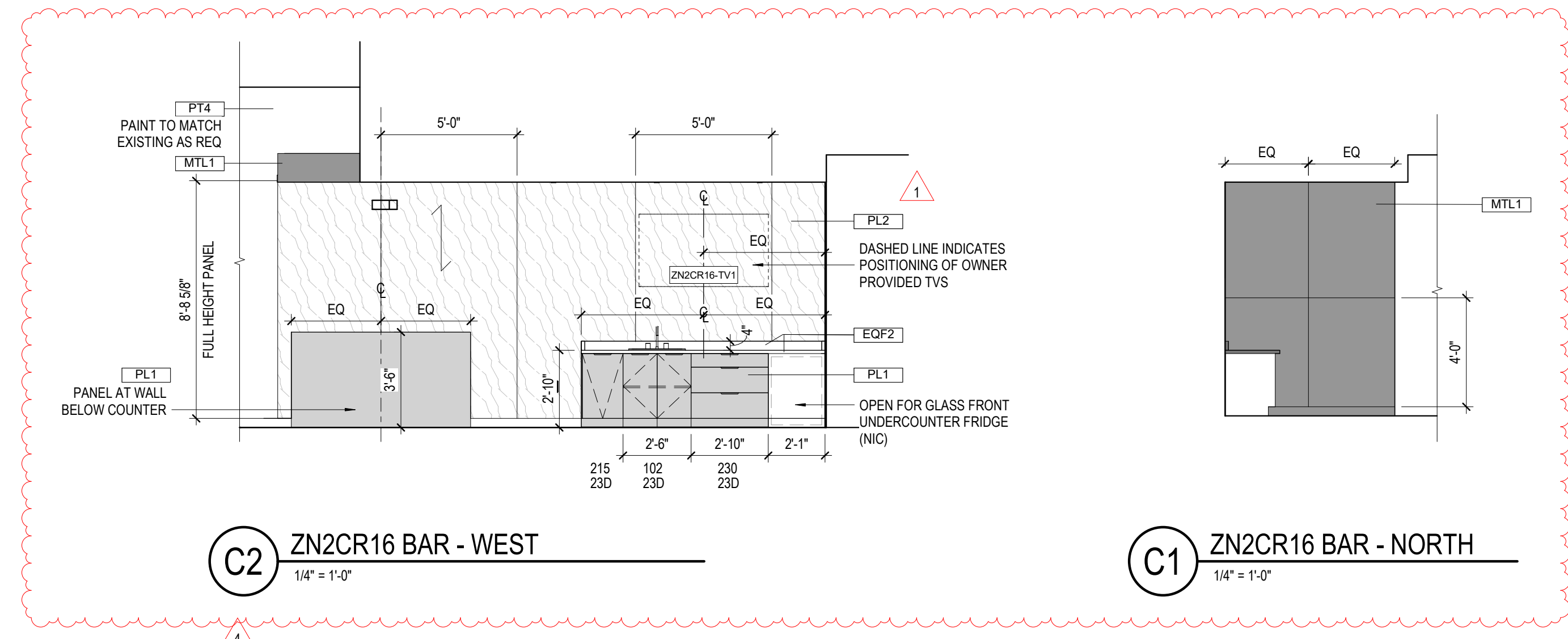
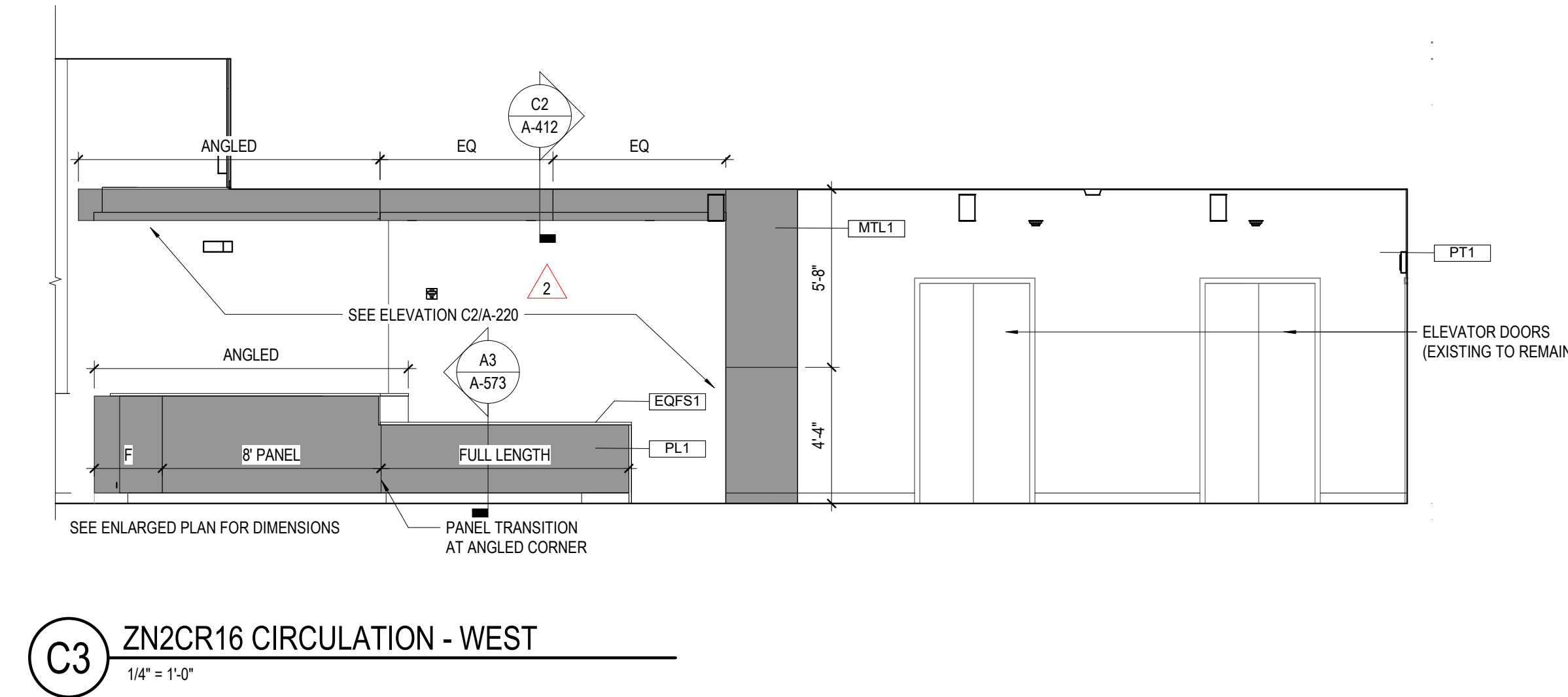
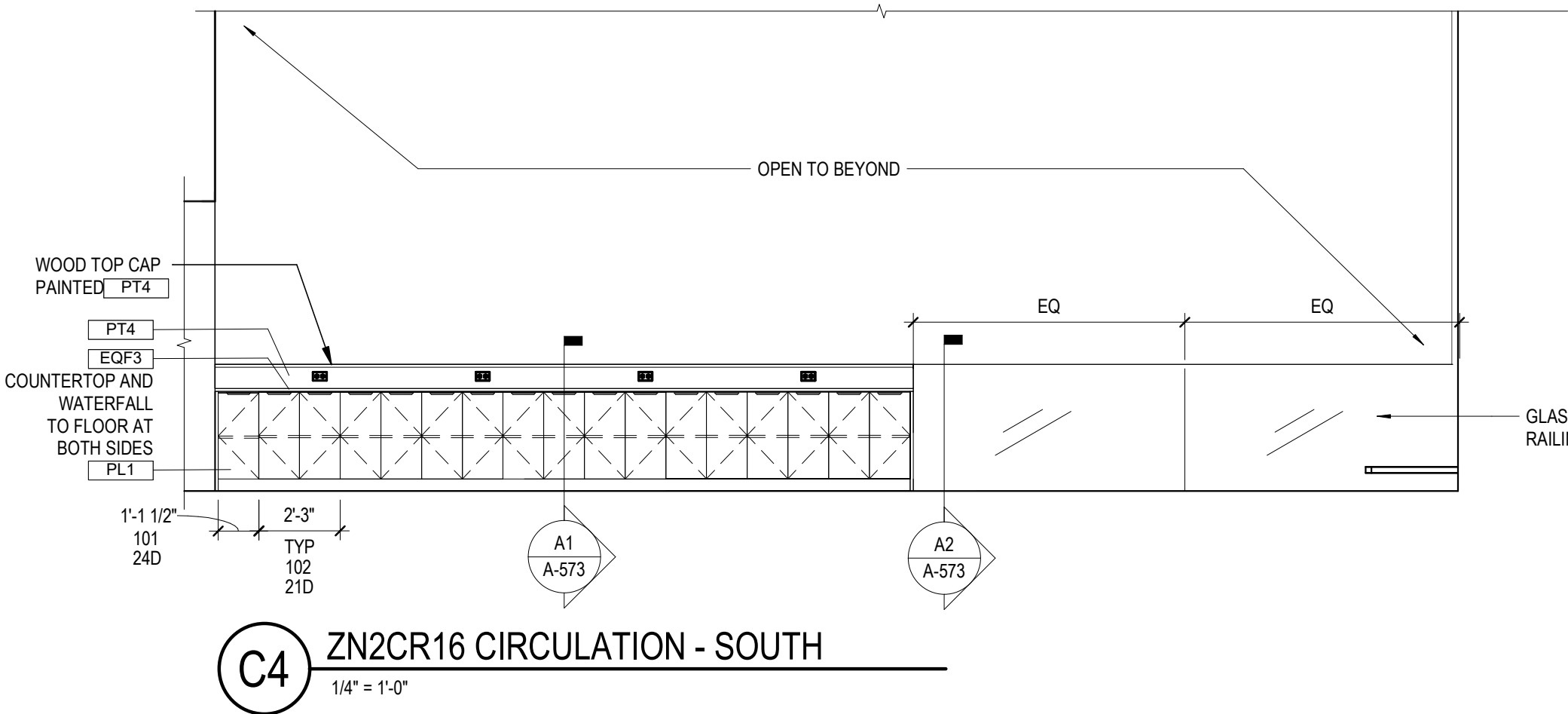
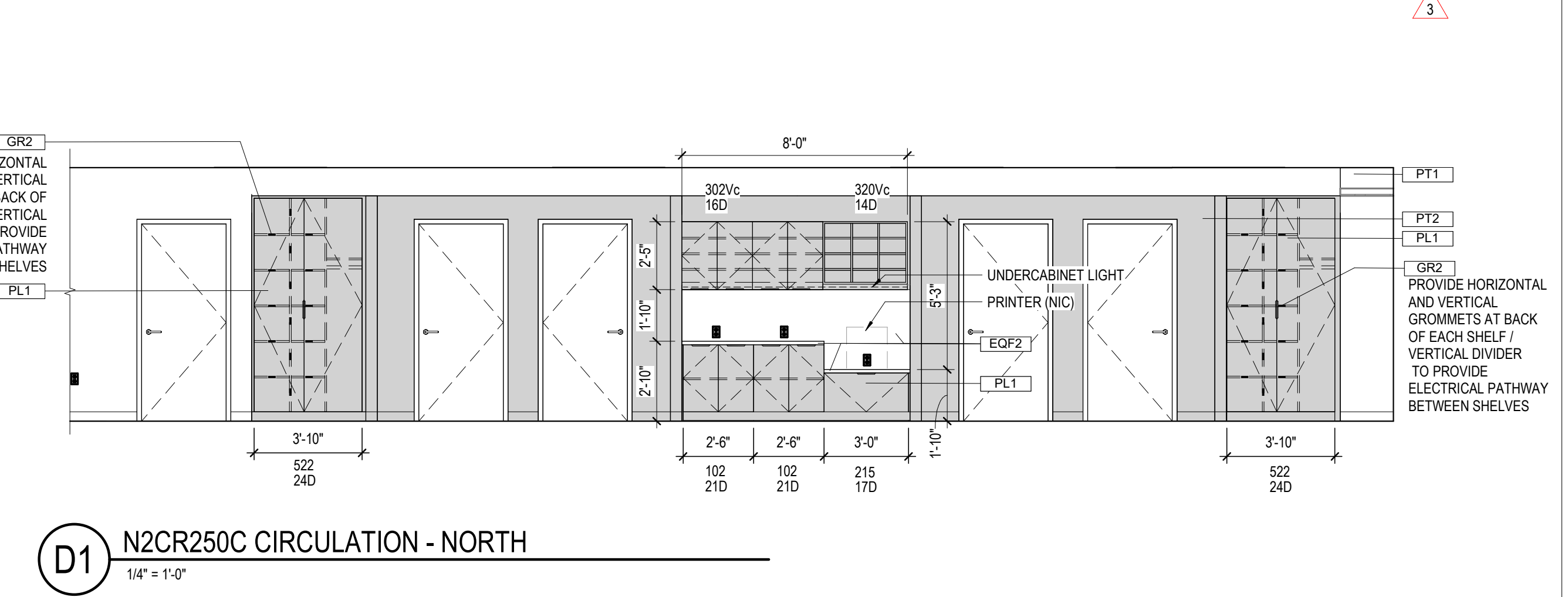
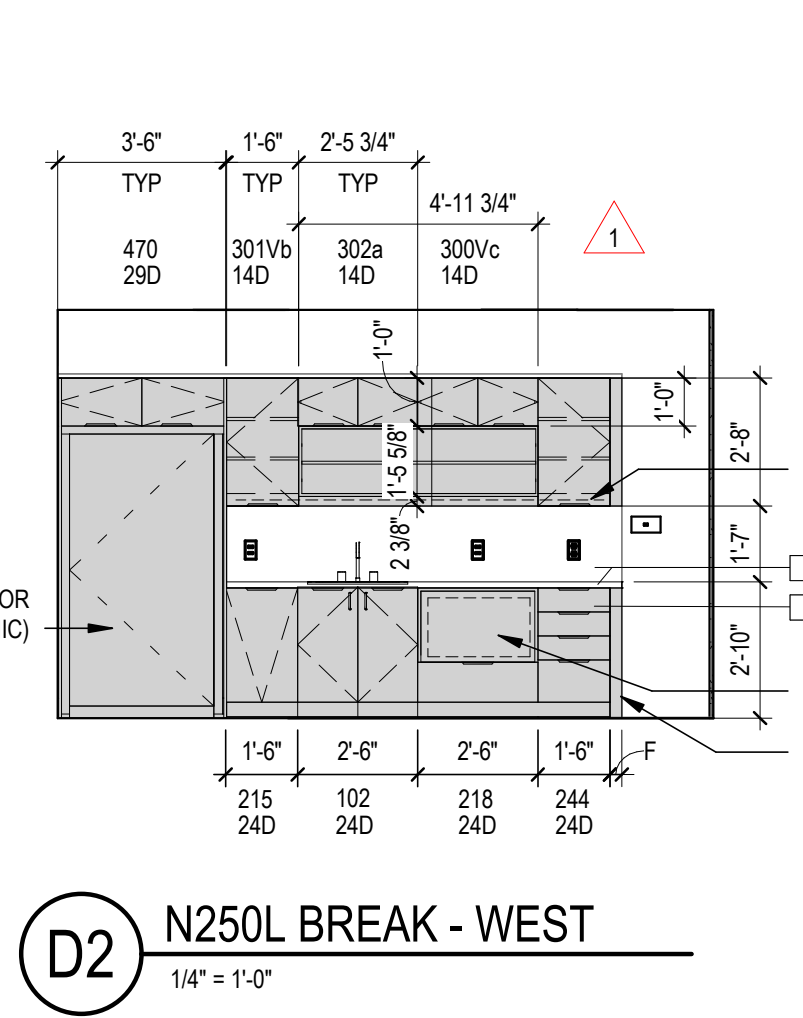
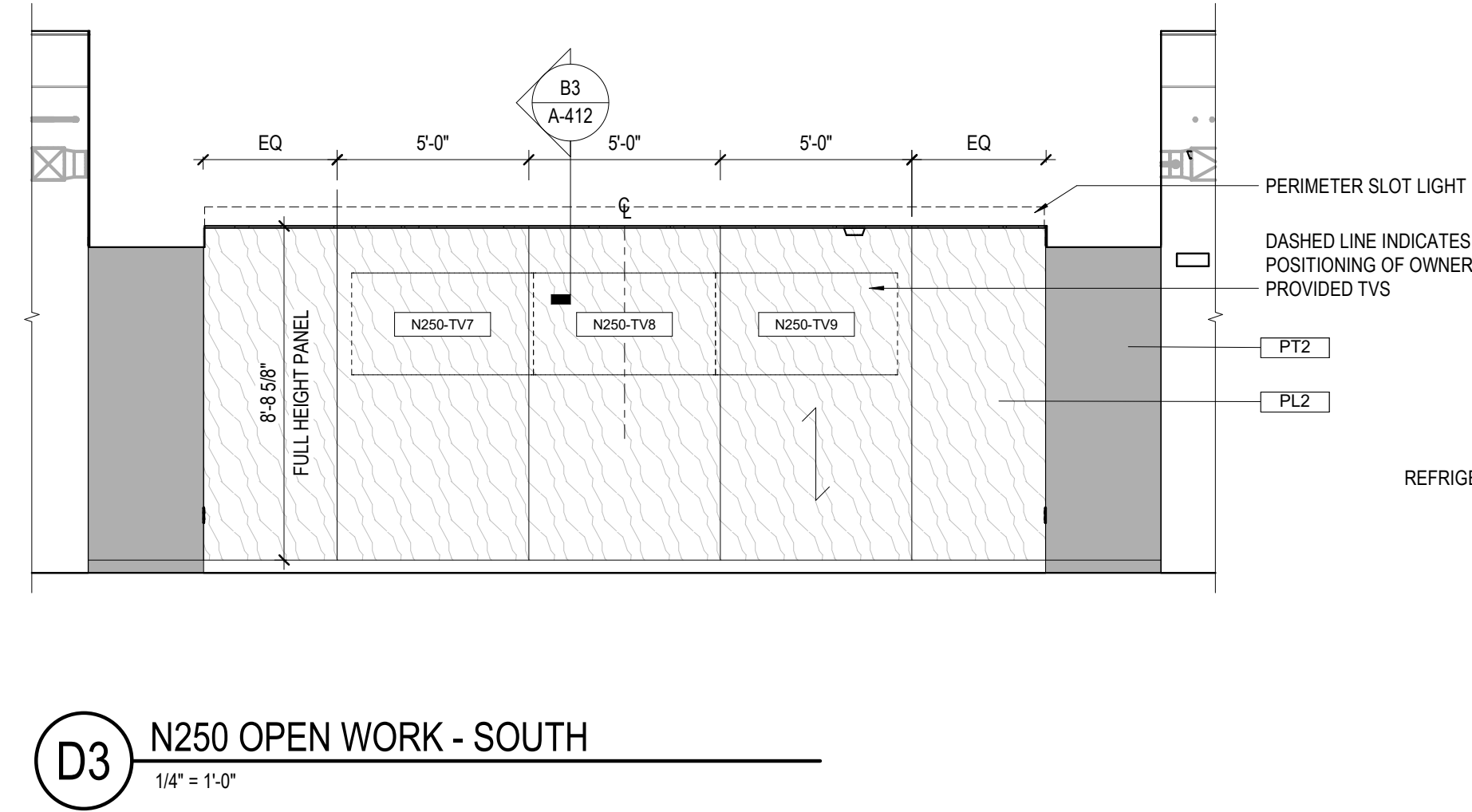
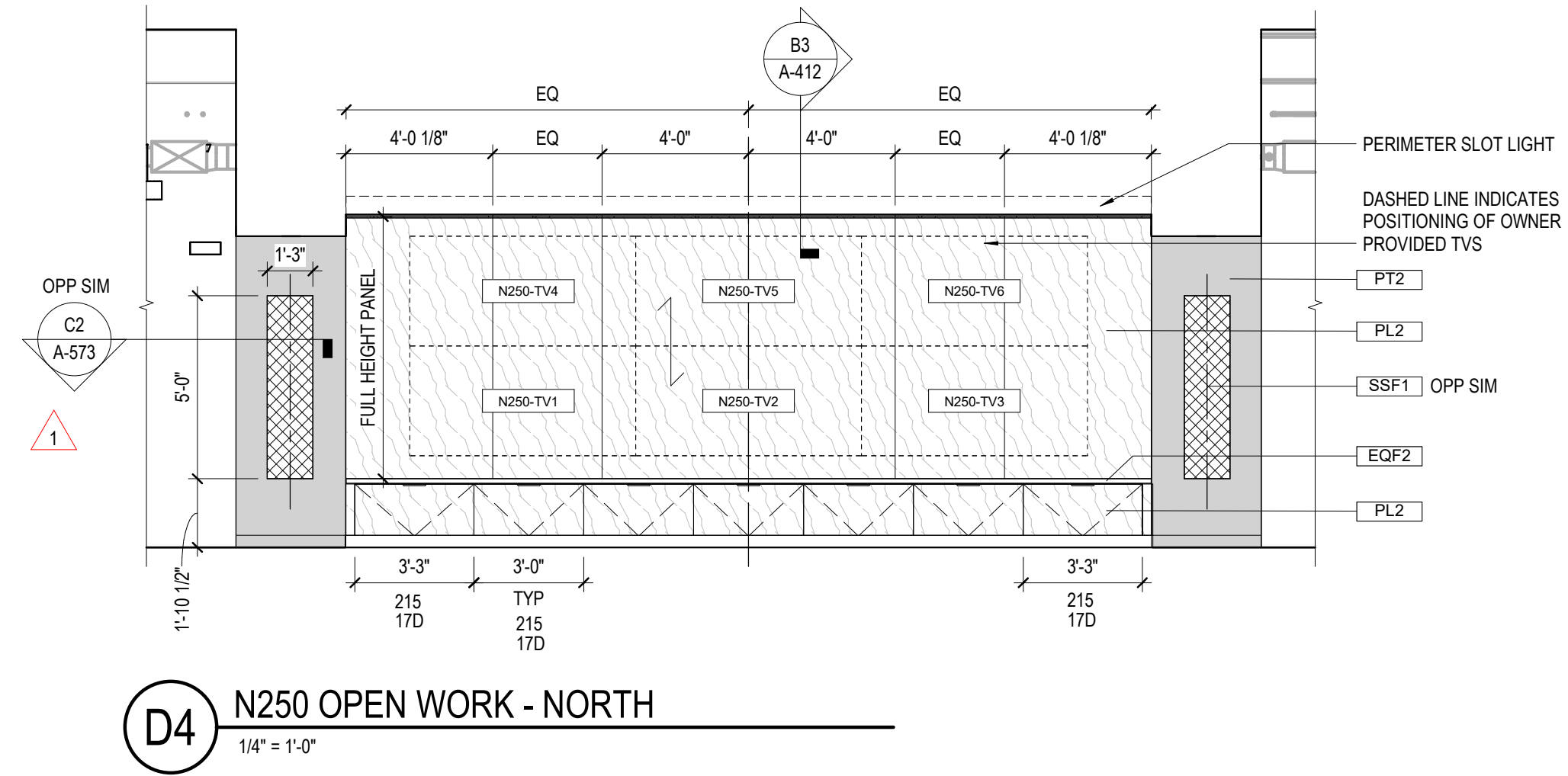


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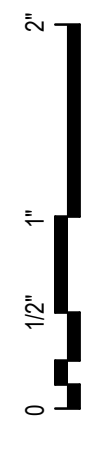
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Project Status  
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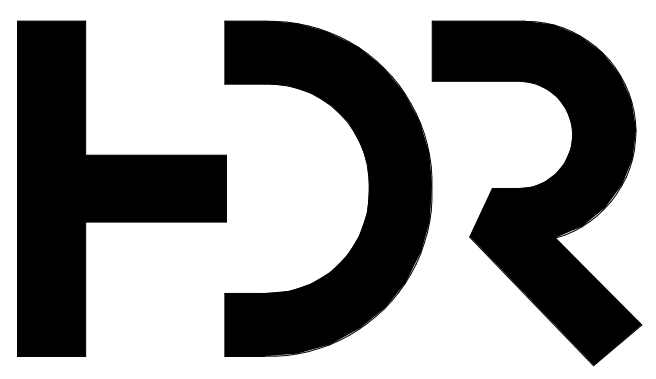


**SHEET KEYNOTES**

06.11.10 Wood Framing And Sheathing

**FLOOR PLAN GENERAL NOTES**

**FLOOR PLAN LEGEND**



HDR Architecture  
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1917 S 67th St  
Omaha, NE 68106  
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**NORTH STADIUM - 200 LEVEL RENOVATIONS**

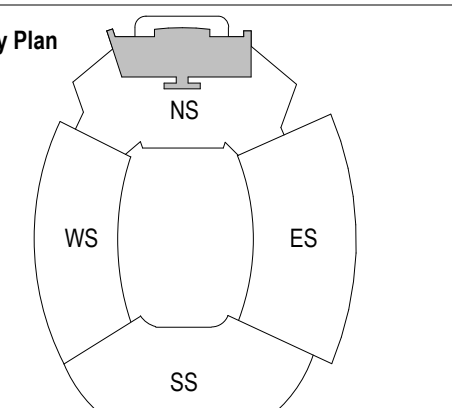
One Memorial Stadium Drive  
Lincoln, NE 68598



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Cole Wyoff / Eric Maxwell
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Food Service	

MARK	DATE	DESCRIPTION
1	02/12/2025	AS1 002
2	03/11/2025	AS1 003

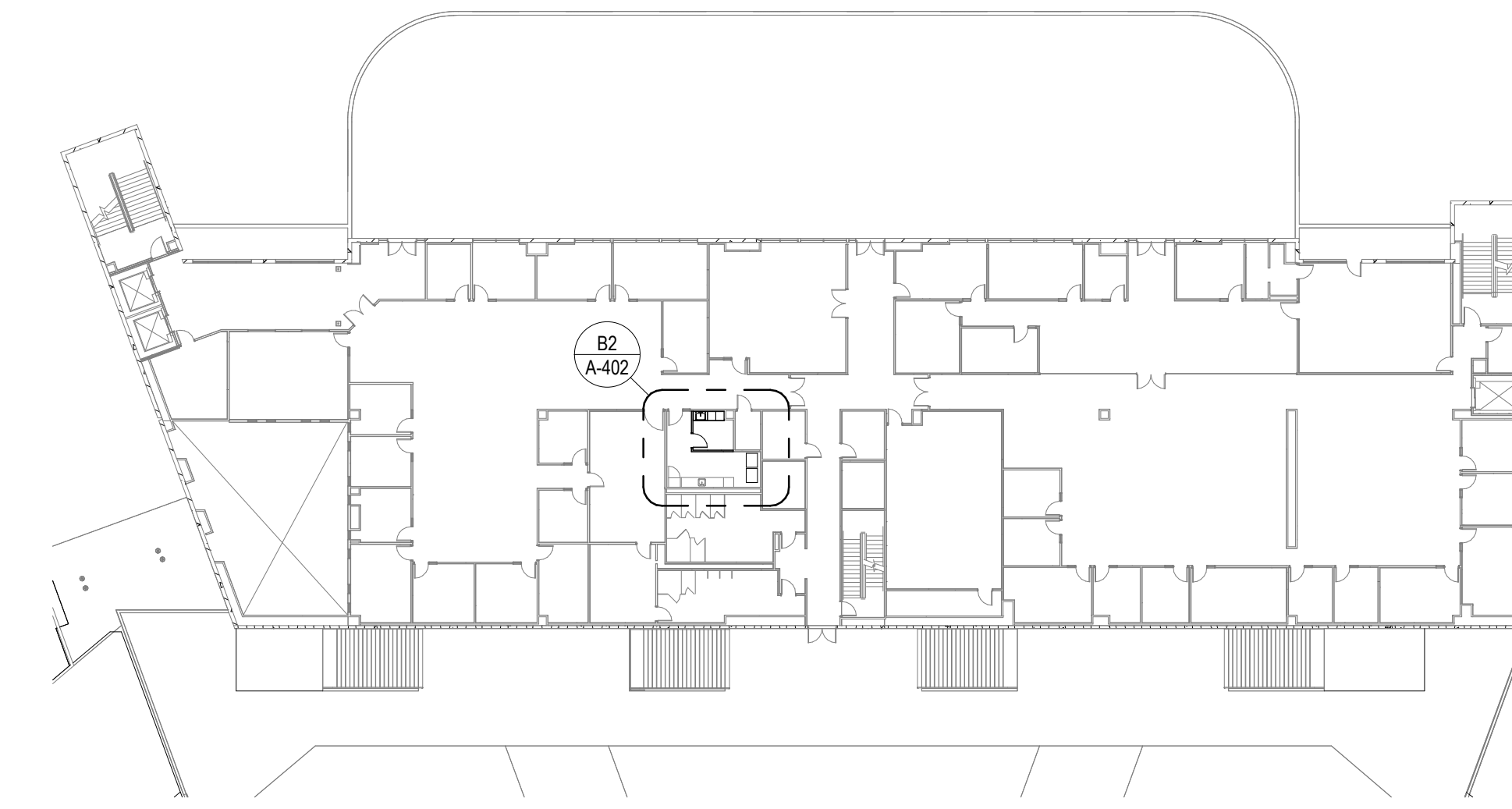
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Original Issue 11/25/2024



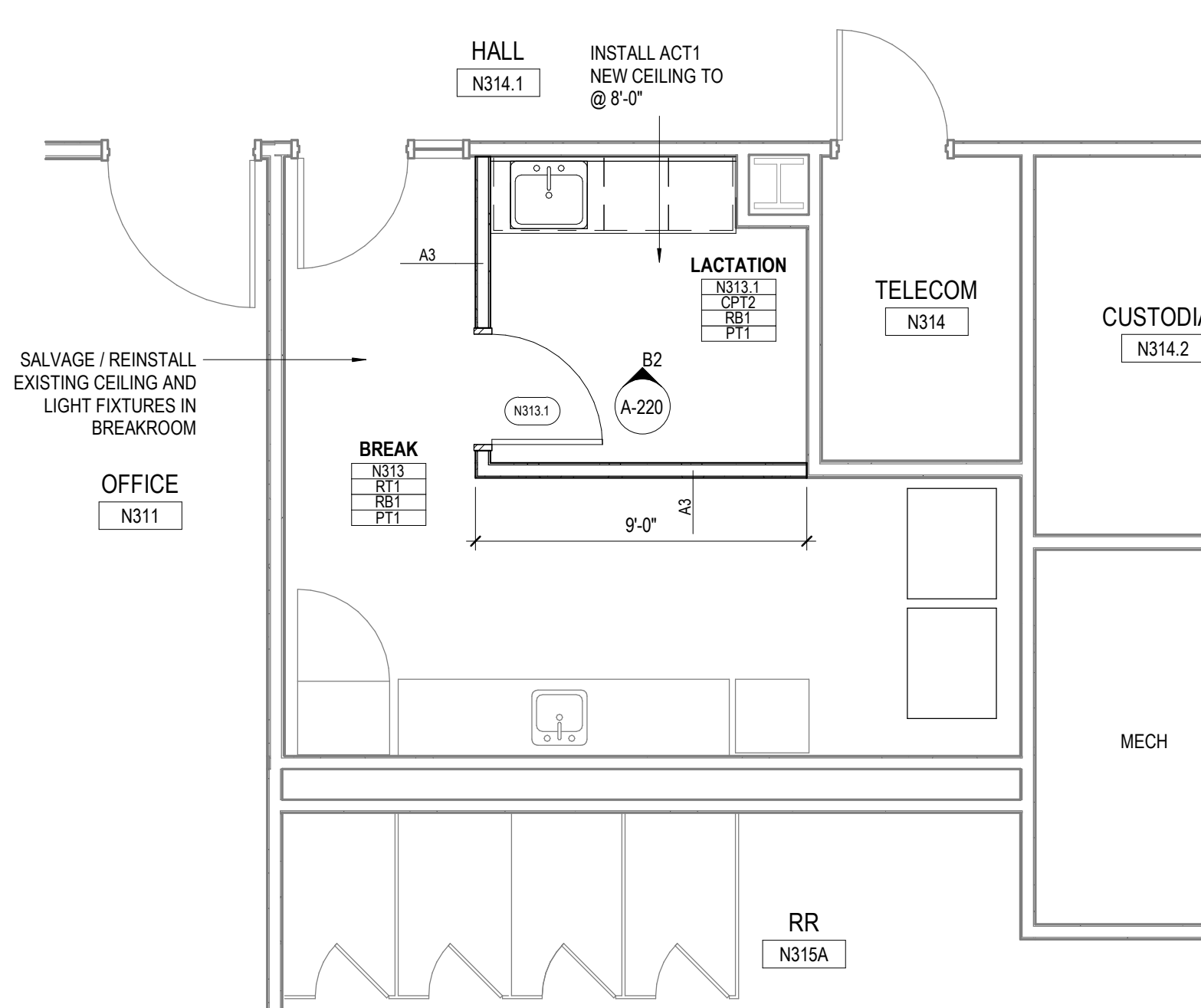
**200 LEVEL - ENLARGED PLANS**

**A-402**

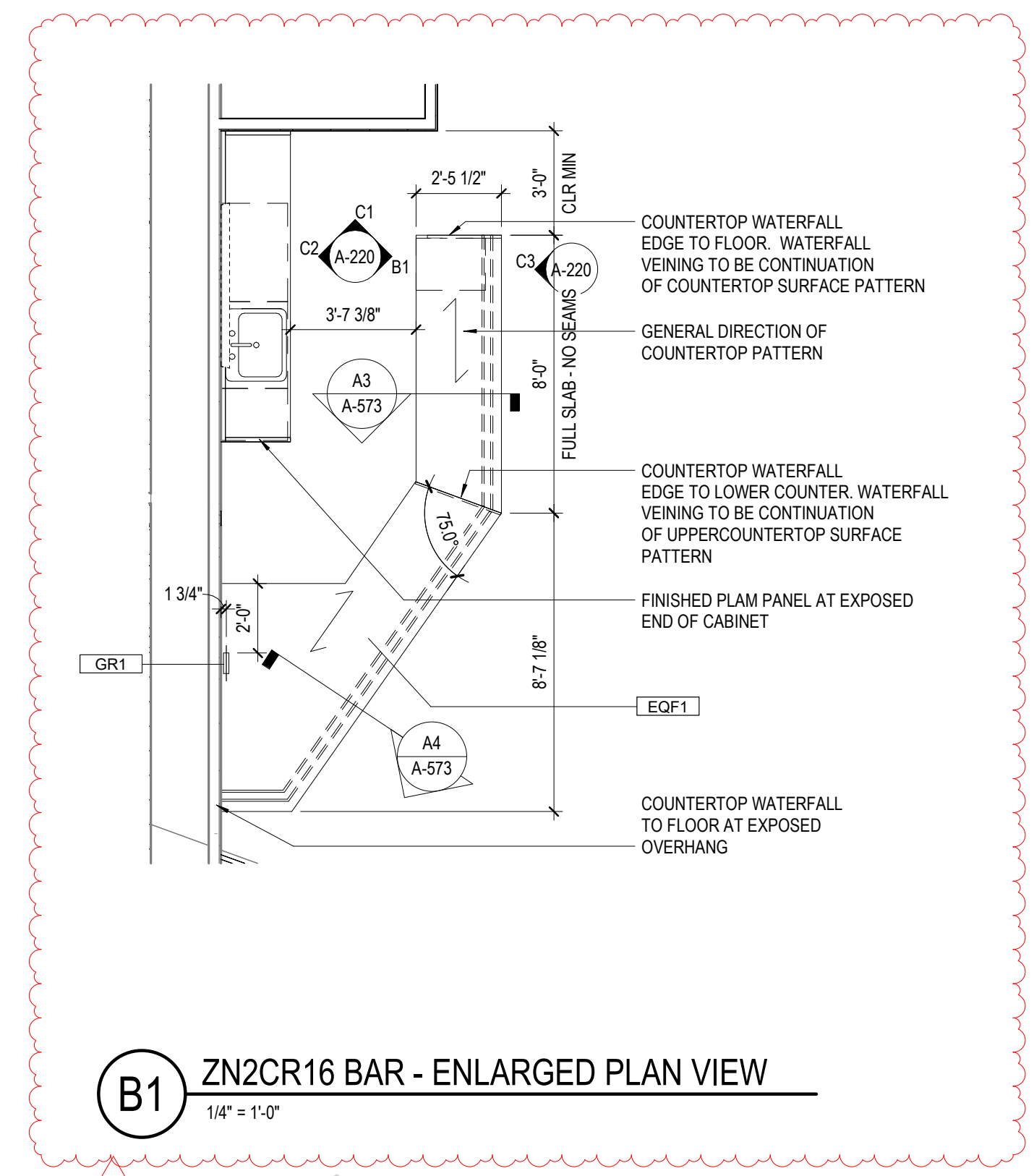
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CONSTRUCTION DOCUMENTS



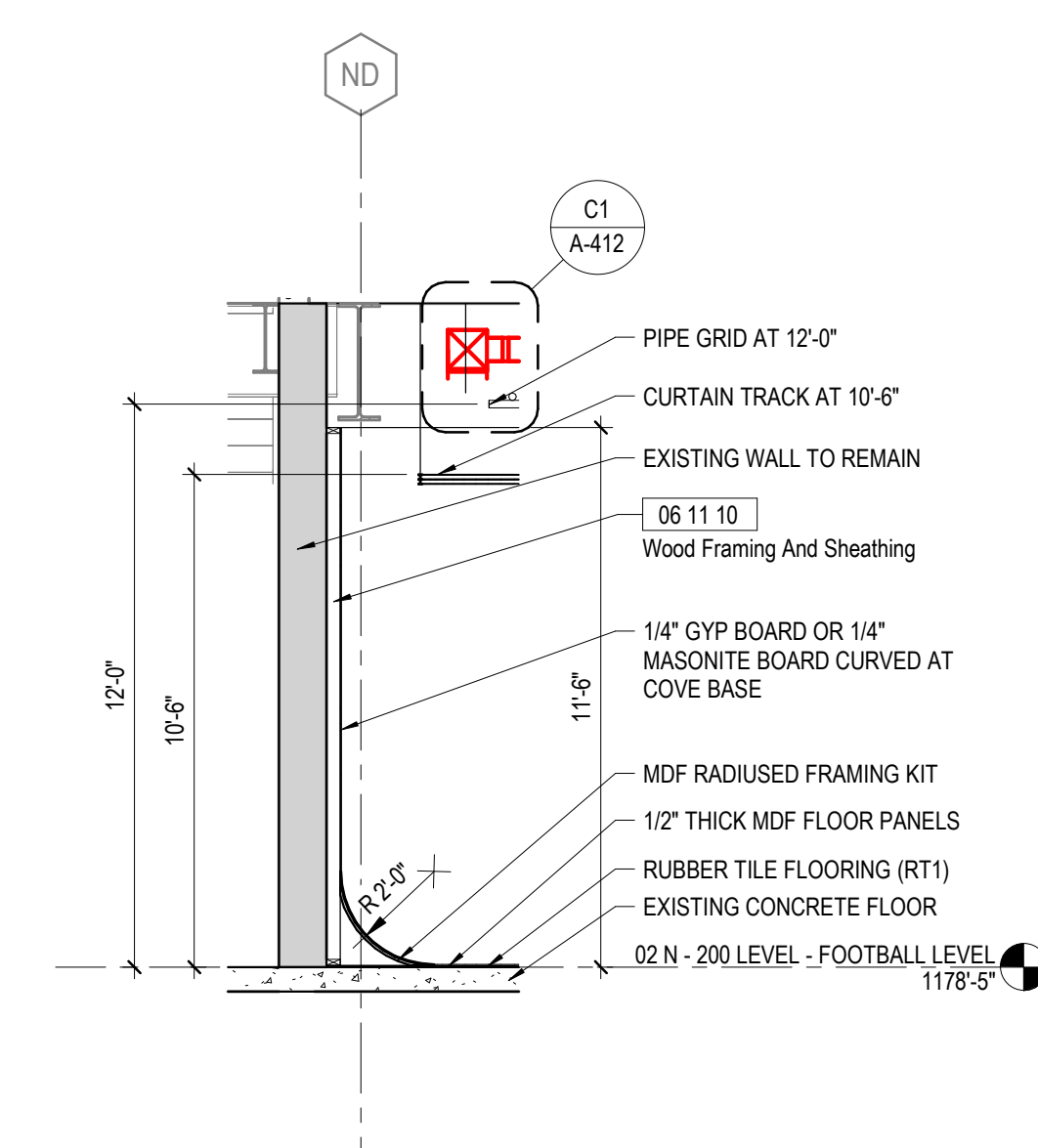
**B3 03 N - 225 LEVEL - ADMINISTRATION - FLOOR PLAN - KEY PLAN**  
1/32" = 1'-0"



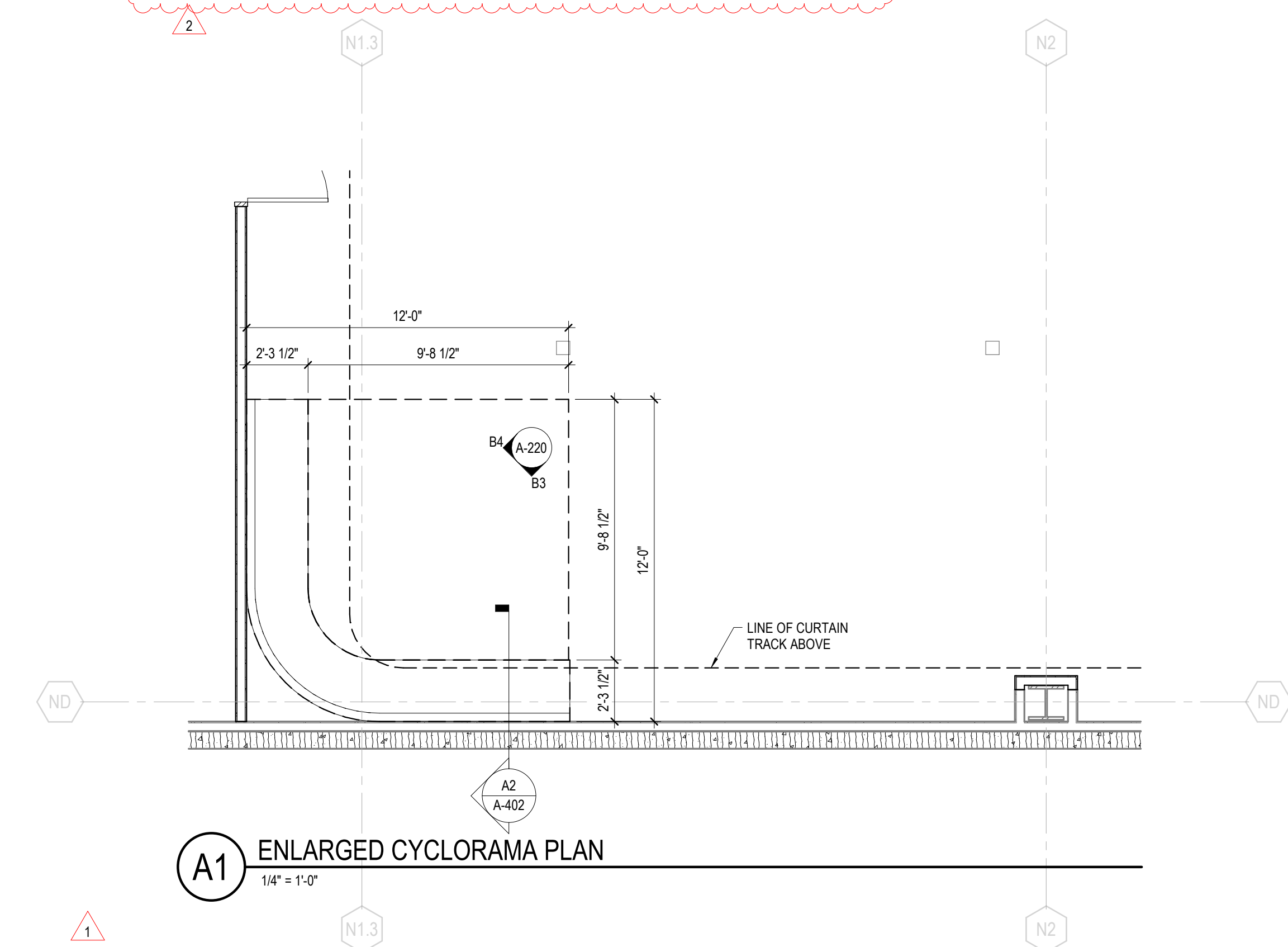
**B2 03 N - 225 LEVEL - LACTATION ROOM ENLARGED PLAN**  
1/4" = 1'-0"



**B1 ZN2CR16 BAR - ENLARGED PLAN VIEW**  
1/4" = 1'-0"



**A2 CYCLORAMA WALL SECTION**  
1/4" = 1'-0"



**A1 ENLARGED CYCLORAMA PLAN**  
1/4" = 1'-0"

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INTERIOR FINISH LEGEND									
SPECIFICATION	CODE	DESCRIPTION	MFG	SERIES	COLOR	FINISH	SIZE	INSTALL METHOD	COMMENTS
<b>METAL FABRICATIONS</b>									
09 50 00	MTL1	BLACKENED STEEL	---	---	---	---	---	---	SEE SPECIFICATIONS
<b>ARCHITECTURAL WOOD CASEWORK</b>									
06 41 00	PL1	PLASTIC LAMINATE	WILSONART	---	BLACK VELVET 15505	TRACELESS	---	---	---
06 41 00	PL2	PLASTIC LAMINATE	WILSONART	---	LOFT GRK 769K-12	SOFT GRAY FINISH	---	---	---
06 41 00	GR1	GROMMET	MOCKETT	MAX SERIES	MAX 118 - MIN MAX DESK GROMMET	SATIN ALUMINUM	7 3/32" RECTANGULAR	---	---
06 41 00	GR2	GROMMET	HAFELE	---	631-24-360 PLASTIC GROMMET	BLACK	2 1/2"	---	---
06 41 00	HW1	HARDWARE PULL	MOCKETT	DP248 CHAMFERED EDGE DRAWER PULL	SATIN BLACK 9X8	---	7 7/8"	---	---
<b>COMPOSITE PANELING</b>									
06 80 00	DCP1	DECORATIVE COMPOSITE CEILING PANEL	CELO	HIGH PERFORMANCE PANELS	MARSH-PP-3410	HIGH GLOSS	FACTORY CUT / EDGE FINISHED	---	SEE DRAWINGS
09 81 33	DF1	DECORATIVE FILM	3M	FARSARA	---	MILKY CRYSTAL 984MCRX	---	---	CUSTOM CUT PATTERN - OWNER TO SUPPLY GRAPHIC / BRANDING IMAGE
<b>ACOUSTICAL CEILING</b>									
09 51 00	ACT-1	ACOUSTICAL CEILING TILE	ARMSTRONG	ULTIMA 15 1/8" SQUARE LAY-IN K2080	WHITE	BLUZZARD	24" X 24"	---	---
09 51 00	ACT-2	ACOUSTICAL CEILING TILE	ARMSTRONG	CALLA SQUARE LAY-IN	BLACK	---	24" X 24"	---	---
09 51 00	ACT-3	ACOUSTICAL CEILING TILE	ARMSTRONG	SQUARE REGULAR 15 1/8"	BLACK	---	---	---	---
09 51 00	ACT-4	ACOUSTICAL CEILING TILE	ARMSTRONG	ULTIMA 15 1/8" SQUARE LAY-IN K2080	WHITE	---	24" X 24"	---	---
09 51 00	ACT-5	ACOUSTICAL CEILING TILE	ARMSTRONG	EXISTING TO REMAIN	EXISTING 15 1/8" FLAT GRID	EXISTING TO REMAIN	---	---	---
09 51 00	ACT-6	ACOUSTICAL CEILING TILE	ARMSTRONG	CALLA SQUARE LAY-IN	WHITE	BLUZZARD	24" X 24"	---	---
09 51 00	ACT-7	ACOUSTICAL CEILING TILE	ARMSTRONG	PRELUDE XL 15 1/8"	---	---	---	---	---
<b>RESILIENT BASE</b>									
09 65 13	RB1	RESILIENT BASE	TARKETT	TRADITIONAL RUBBER WALL BASE	40 BLACK	---	4" H ROLL GOODS	---	PROFILE COVE
<b>RESILIENT FLOOR TILES</b>									
09 65 19	RT1	LUXURY VINYL TILE	MOHAWK GROUP	HOT & HEAVY II COLLECTION / BOLDER 5.0 Q2108	989 OSSIDAN	---	18" X 36"	---	---
<b>STATIC DISSIPATIVE RESILIENT TILE FLOORING</b>									
09 65 36	SDF1	STATIC DISSIPATIVE	STATIC SMART	SUMMIT SERIES	GREYLOCK 03062	---	12" X 12"	---	---
<b>SEAMLESS EPOXY FLOORING</b>									
09 67 26	SEF1	SEAMLESS EPOXY FLOORING	PPG	AMERLOCK 2	CUSTOM TO MATCH PT2 (BLACK MAGIC SW 6991)	GLOSS	THICKNESS: 5 MM	---	SEE SPECIFICATIONS
<b>CONCRETE</b>									
09 67 81	CONC	CONCRETE SEALER	---	---	---	---	---	---	SEE SPECIFICATIONS
<b>TILE CARPETING</b>									
09 68 13	CPT1	CARPET TILE	INTERFACE	DETOURS 146602500, GLASBAC	ONYX 104717	---	500CM X 500CM	ASHLAR	---
09 68 13	CPT2	CARPET TILE	BENTLEY	BURNISH 4BR18	SARATOGA HILLS 402917	---	18" X 36"	MONOLITHIC	---
<b>WALLCOVERING</b>									
09 72 16	DWC1	VINYL WALLCOVERING	DESIGNTEX	CUSTOM DIGITAL WALLCOVERING - SUBSTRATE NO. DW13	---	---	54"W, 20' H	---	OWNER TO SUPPLY GRAPHIC / BRANDING IMAGE
09 72 13	SSF1	STRETCHED SPEAKER FABRIC	GULFORD OF MAN	FR701	TO BE SELECTED FROM MFR FULL RANGE	---	---	---	SEE SPECIFICATIONS
<b>ARCHITECTURAL FINISH FILM</b>									
09 77 56	AF11	WALL FILM	3M	DI-MOC	FINE WOOD	FW1265	48" X 164"	---	GRAIN PATTERN ORIENTATION TO BE VERTICAL
<b>SPRAY APPLIED ACOUSTICAL INSULATION</b>									
09 83 16	SAI1	SPRAY APPLIED ACOUSTICAL INSULATION	K13	---	BLACK	---	48" X 164"	---	GRAIN PATTERN ORIENTATION TO BE VERTICAL
<b>INTERIOR PAINTING</b>									
09 91 23	PT1	PAINT	SHERWIN WILLIAMS	SW7006	EXTRA WHITE	EGGSHELL	---	---	---
09 91 23	PT2	PAINT	SHERWIN WILLIAMS	SW 6991	BLACK MAGIC	EGGSHELL	---	---	---
09 91 23	PT3	PAINT	SHERWIN WILLIAMS	SW 7069	IRON ORE	EGGSHELL	---	---	---
09 91 23	PT4	PAINT	SHERWIN WILLIAMS	SW 7011	NATURAL CHOICE	EGGSHELL	---	---	---
09 91 23	PT5	PAINT	ROSSO	CHROMA KEY GREEN	FLAT	---	---	---	---
09 91 23	PT6	PAINT	SHERWIN WILLIAMS	SW9115	REPOSE GRAY	EGGSHELL	---	---	---
09 91 23	PT7	PAINT	IDEA PAINT	IDEA PAINT MAGNETIC PRIMER	---	---	---	---	SEE DRAWINGS AND SPECIFICATIONS
09 91 23	PT8	PAINT	SHERWIN WILLIAMS	SW7757 / CLEAR WHITEBOARD FINISH	HIGHLY REFLECTIVE WHITE	GLASS	---	---	SEE DRAWINGS AND SPECIFICATIONS
09 91 23	PT9	PAINT	SHERWIN WILLIAMS	SW7757 / CLEAR WHITEBOARD FINISH	HIGHLY REFLECTIVE WHITE	GLASS	---	---	SEE DRAWINGS AND SPECIFICATIONS
09 91 23	PT10	PAINT	SHERWIN WILLIAMS	SW7757	HIGHLY REFLECTIVE WHITE	EGGSHELL	---	---	SEE DRAWINGS AND SPECIFICATIONS
<b>DRAWERY TRACK AND DRAPERY</b>									
12 22 16	DR1	ACOUSTICAL DRAPERY	ROSEBRAND	32 OZ MAGIC	V330001 (BLACK)	---	54" W	---	---
<b>ENGINEERED QUARTZ FABRICATION</b>									
12 36 65	EQF1	ENGINEERED QUARTZ FABRICATIONS	DEFINITI QUARTZ	---	CALACUTTA LINCOLN	POLISHED	3 CM	---	---
12 36 65	EQF2	ENGINEERED QUARTZ FABRICATIONS	WILSONART	QUARTZ	SERENE Q1001	---	3 CM	---	---
12 36 65	EQF3	ENGINEERED QUARTZ FABRICATIONS	WILSONART	QUARTZ	VERVILUS Q1017	---	3 CM	---	---

**INTERIOR FINISH GENERAL NOTES**

**INTERIOR GENERAL NOTES**

1. INTERIOR FINISH LEGEND IS FOR MATERIAL DESCRIPTION AND ASSIGNMENT ONLY.

A. USE IN CONJUNCTION WITH THE ARCHITECTURAL SPECIFICATIONS AND DRAWINGS.

B. BRING ANY APPARENT ERROR, INCONSISTENCY, OR OMISSION TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING.

2. GENERAL NOTES

A. AESTHETICS ARE A VERY IMPORTANT PART OF THIS PROJECT.

1. ANY PROPOSED CHANGE IMPACTING APPEARANCE PRIOR TO THE BID REQUIRES SUBMITTAL OF ALTERNATE REQUESTS.

2. ANY PROPOSED CHANGE IMPACTING APPEARANCE AFTER THE BID REQUIRES SUBMITTAL OF A SUBSTITUTION REQUEST.

B. PROVIDE CONSISTENT MATERIAL COLORS AND PATTERNS IN EACH ROOM OR AREA. IF REQUIRED FOR CONSISTENCY, PROVIDE MATERIALS FROM SAME PRODUCTION RUN.

C. INTERIOR RENDERINGS INCLUDED IN DRAWINGS ARE FOR VISUAL REFERENCE ONLY AND SHALL BE USED TO UNDERSTAND DESIGN INTENT.

1. RENDERINGS ARE SUPPLEMENTARY TO THE DRAWINGS AND SHOULD NOT BE USED IN PLACE OF THE DRAWINGS OR SPECIFICATIONS.

2. RENDERINGS ARE PERSPECTIVES AND SHOULD NOT BE USED FOR DIMENSIONING.

3. TYPICAL FINISHES

A. SEE FINISH PLANS, ENLARGED PLANS, AND ELEVATIONS FOR FLOOR FINISHES, WALL FINISHES, AND LOCATION OF TILE ON WALLS.

1. ALIGN FINISHES IF THEY APPEAR TO ALIGN WITH A WALL CORNER, CASEWORK, OR OTHER BUILT COMPONENT.

2. NOT ALL "ALIGNED" FINISHES ARE NOTED.

B. GWB WALLS

1. ALL WALLS TO BE PAINTED PT1 UNLESS NOTED OTHERWISE ON THE I-W-SERIES FINISH PLANS AND/OR INTERIOR ELEVATIONS.

C. HOLLOW METAL DOORS AND FRAMES: SEE DOOR SCHEDULE.

D. ALL CUSTOM GRAPHICS ARE CREATED, SUPPLIED AND COORDINATED BY OWNER TO WALL COVERING AND FILM COMPONENT.

E. WALL FINISH TO EXTEND INTO RECESSED LINEAR LIGHT COVES AND TERMINATE AT CEILING.

4. PAINT:

A. WHERE ITEMS OR SURFACES ARE NOT SPECIFICALLY MENTIONED, BRING TO THE ATTENTION OF ARCHITECT.

B. UNLESS OTHERWISE INDICATED, DO NOT INCLUDE PAINTING WHEN FACTORY FINISHING OR INSTALLER FINISHING IS SPECIFIED FOR SUCH ITEMS AS, BUT NOT LIMITED TO, TOILET ENCLOSURES, PRE-FINISHED PARTITION SYSTEMS, ACOUSTIC MATERIALS, ARCHITECTURAL WOODWORK AND CASEWORK, AND LIGHT FIXTURES.

C. UNLESS OTHERWISE INDICATED IN SPECIFICATIONS OR DRAWINGS, GRILLS, DIFFUSERS, ELECTRICAL PANELS, ACCESS PANELS, ETC., WHICH ARE EXPOSED IN FINISH SPACES SHALL MATCH ADJACENT SURFACE. COORDINATE WITH APPROPRIATE TRADES.

1. PAINT INTERIOR SURFACES OF DUCTS FLAT BLACK WHERE SURFACES ARE VISIBLE THROUGH GRILLS OR DIFFUSERS.

D. UNLESS OTHERWISE INDICATED, METAL SURFACES OF ANODIZED ALUMINUM, STAINLESS STEEL, RHODIUM PLATED, COPPER, BRONZE AND SIMILAR FINISHED MATERIALS WILL NOT REQUIRE FINISH PAINTING.

5. FLOORING:

A. WHERE CONTROL JOINTS PASS BEHIND RUBBER, RESILIENT VINYL, OR OTHER WALL BASE, CAULK CONTROL JOINT USING A COLOR WHICH MATCHES THE COLOR OF THE BASE PRIOR TO INSTALLATION.

B. LEVEL TRANSITIONS AT DISSIMILAR THICKNESS FLOORING MATERIALS. BUILD UP LESSER DEPTH FLOORING AND SLOPE AT A RATE OF 1/8 INFT MINIMUM PRIOR TO INSTALLATION.

C. WHERE FINISH FLOORING TERMINATES AT SEALED CONCRETE, PROVIDE TRANSITION STRIPS AS SPECIFIED OF FINISH FLOORING SPECIFICATION SECTIONS.

D. IN MANY INSTANCES, FLOOR PATTERNS AND TRANSITIONS ALIGN WITH CEILING SOFFITS AND LIGHTING. REFER TO AC-SERIES DRAWINGS TO COORDINATE AND OBTAIN FULL UNDERSTANDING AND MEET PRIOR TO COMMENCING WORK.

6. CEILING:

A. SEE AC-SERIES SHEETS FOR CEILING LOCATIONS, LAYOUTS AND DETAILS.

B. GWB CEILINGS

1. GWB CEILINGS SHALL BE PAINTED PT1 UNLESS OTHERWISE NOTED OR TAGGED.

3. FOR PAINTED GWB SOFFITS, REFER TO ELEVATIONS FOR EXTENT OF ACCENT PAINT PLACEMENT. MOST REQUIRE ACCENT ON VERTICAL FACES ONLY. SOME LOCATIONS WILL INCLUDE UNDERSIDE AS WELL.

C. EXPOSED CEILINGS TO BE PAINTED PT10 TYPICAL UNLESS OTHERWISE NOTED.

D. ALL ACCESS PANELS LOCATIONS MUST BE VERIFIED AND COORDINATED WITH ARCHITECT PRIOR TO INSTALLATION.

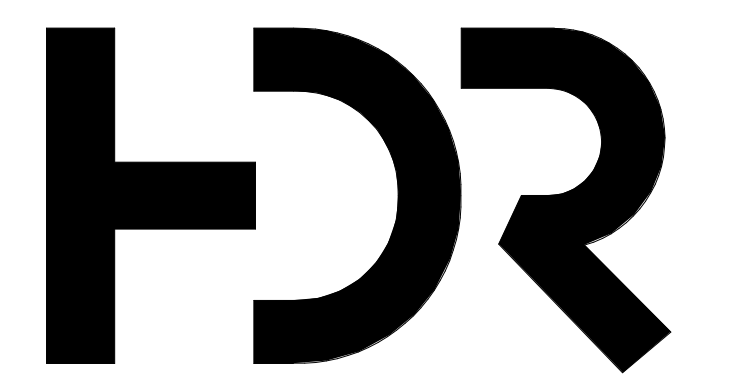
E. WHERE LINEAR WALL LIGHT EXTENDS ABOVE ADJACENT CEILING, WALL FINISH IS TO EXTEND INTO RECESSED COVES.

7. CASEWORK:

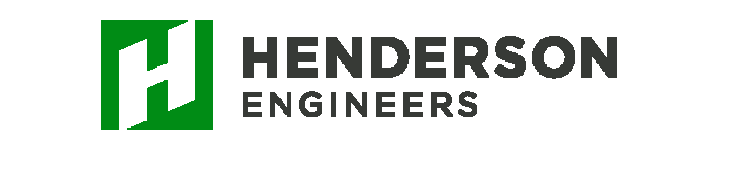
A. WHERE COMPACT LAMINATE IS NOTED ON ELEVATIONS, BOTH DOORS AND END PANELS SHALL BE COMPACT LAMINATE.

B. MATERIAL QUARTZ COUNTERTOPS END PANELS ARE USED IN SEVERAL LOCATIONS. REFER TO ELEVATIONS.

C. REFER TO ADDITIONAL GENERAL NOTES ON CASEWORK DRAWINGS AND DETAILS.



HDR Architecture  
HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.299.1000  
CA-0481



**NORTH STADIUM - 200 LEVEL RENOVATIONS**

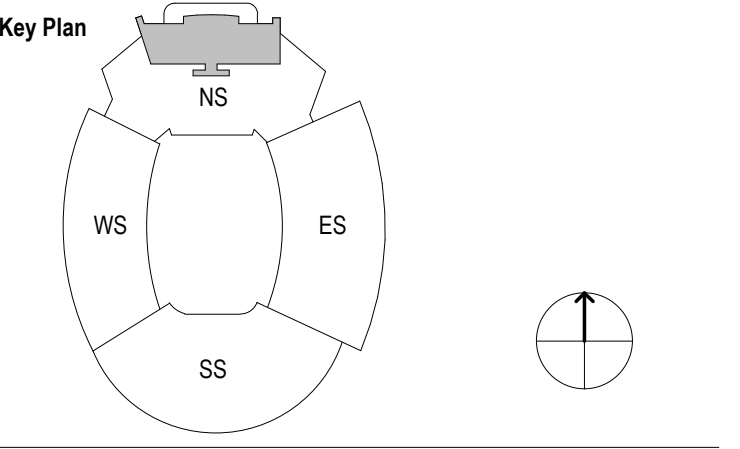
One Memorial Stadium Drive  
Lincoln, NE 68508



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Coli Wyoff / Eric Maxwell
Project Architect	Matthew Kufus / Kyle Ureuh
Landscape Architect	Jennifer Seacrest
Civil Engineer	Erin Bright
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MARK	DATE	DESCRIPTION
1	01/23/2025	ASI 001
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Project Number	10368509
Original Issue	11/25/2024



Sheet Name  
**INTERIOR NOTES AND FINISH LEGEND**

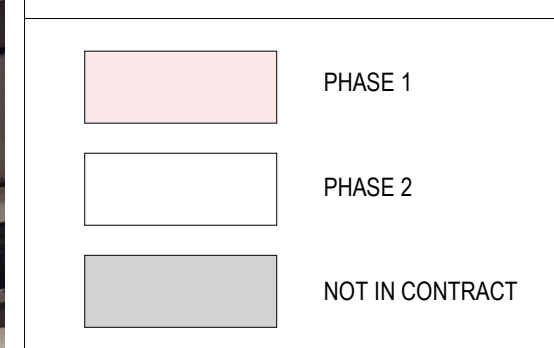
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**I-001**

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D2 AUDITORIUM PHOTO DETAIL  
1/16" = 1'-0"

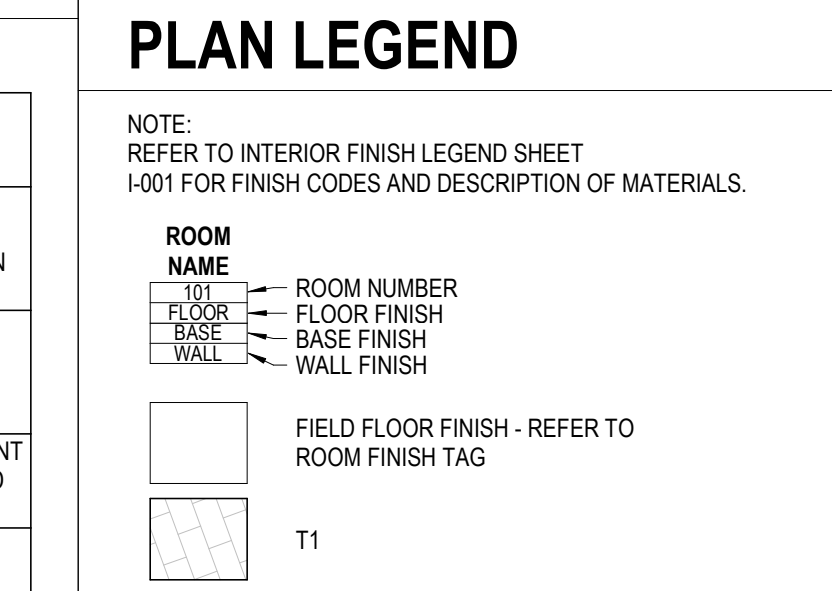
**PHASING LEGEND**



**SHEET KEYNOTES**

FN01	REMOVE, PROTECT AND REINSTALL EXISTING FIXED AUDITORIUM SEATING AS REQUIRED FOR CARPET REPLACEMENT
FN02	PATCH AND REPAIR WALLS AT DEMOED WALL PANEL CONNECTION. FINISH WALL SURFACE FINISH TO BLEND SEAMLESSLY IN PREPARATION TO RECEIVE NEW PAINT.
FN04	PATCH AND REPAIR TO MATCH EXISTING GWS SOFFIT AND WALLS. FIELD PAINT TO BLEND WITH EXISTING FINISHES AS REQUIRED.
FN05	FILL IN SMALL RECESS WITH GWS. PTFE PAINT COLOR FOR REFERENCE ONLY. PATCH AND REPAIR TO BLEND WITH ADJACENT WALLS. APPLY PTFE TO EXISTING FIXED WOOD paneled surfaces.
FN06	GWS TO RECEIVE LEVELS FINISH AT WALL GRAPHIC FROM TO TO AFF.
FN10	PATCH & REPAIR EXISTING WALL GWS AS REQUIRED. NEW WALL AND EXISTING GWS TO HAVE CONTINUOUS FINISH APPEARANCE. EXISTING TILE TO REMAIN. PROVIDE PROJECT STANDARD RESILIENT BASE AT NEW GWS SURFACE.
FN11	EXISTING FIXTURES AND FINISHES TO REMAIN UNLESS OTHERWISE NOTED.
FN12	PREPARE EXISTING MAGNETIC WHITEBOARD PAINTED SURFACE TO RECEIVE NEW PAINTED FINISH TO MATCH ADJACENT WALLS.
FN13	COORDINATION OF REMOVAL AND REINSTALLATION OF EXISTING FURNITURE BY OWNER.
FN14	RUBBER TILE FLOORING TO BE INSTALLED WALL TO WALL INS STUDIO UNDER CYC-WALL.
FN15	INSTALL CP12 AT TIERED FLOOR SURFACES.

**INTERIOR FLOOR FINISH PLAN LEGEND**



**HDR**  
HDR Architecture  
HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.299.1000  
CA-0481

**HNTB**  
**Thornton Tomasetti**

**WJHW**

**olsson**

**HENDERSON ENGINEERS**

**NORTH STADIUM - 200 LEVEL RENOVATIONS**

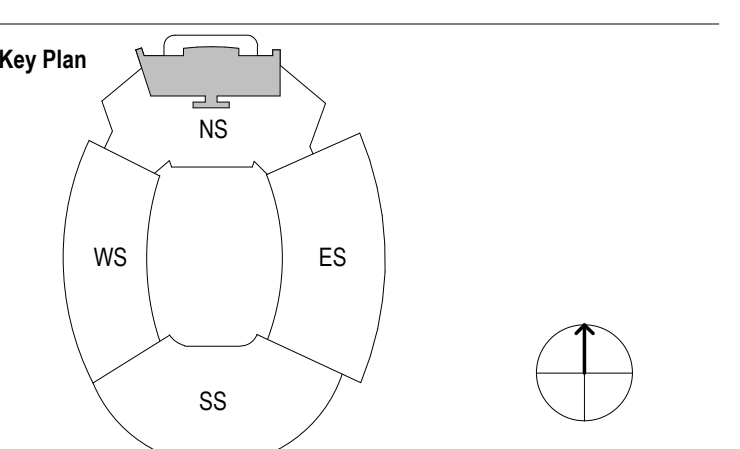
One Memorial Stadium Drive  
Lincoln, NE 68598

UNIVERSITY OF **Nebraska** Lincoln

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3	02/12/2025	AS1-002
4	03/11/2025	AS1-003

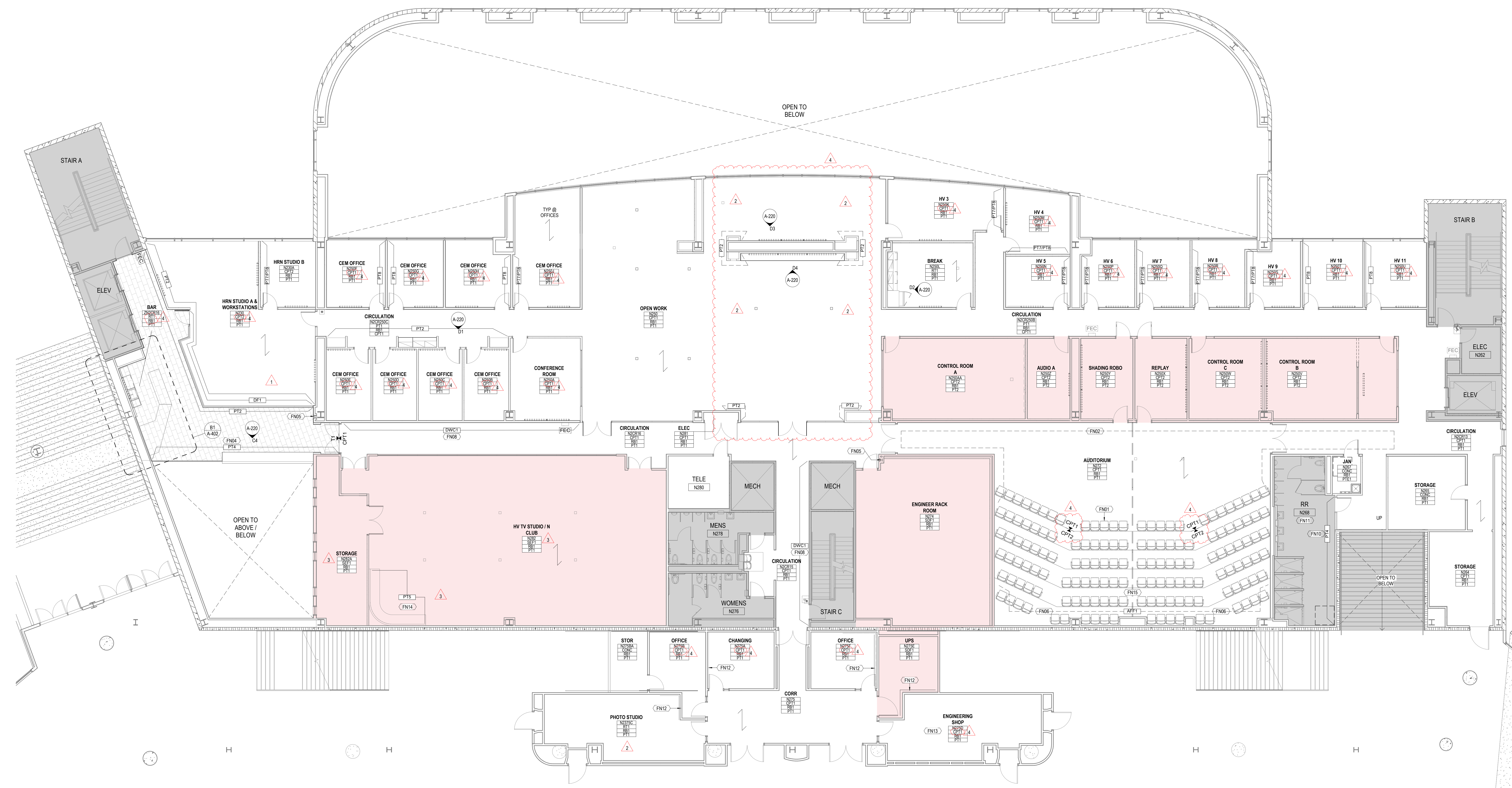
Project Number: 10368509  
Original Issue: 11/25/2024



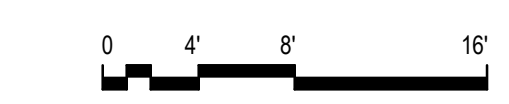
Sheet Name: 200 LEVEL - FINISH PLAN

Sheet Number: I-102

Project Status: CONSTRUCTION DOCUMENTS



**200 LEVEL - FINISH PLAN**  
SCALE: 1/8" = 1'-0"



PLUMBING SYMBOLS

THIS IS A MASTER LEGEND AND NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

Table with columns for STANDARD MOUNTING HEIGHTS, PIPING SYMBOLS, and ABBREVIATIONS. Includes symbols for oxygen outlet, sink, floor drain, etc., and abbreviations for ADA, AFF, AFO, etc.

PIPING LINETYPES

Table listing piping linetypes for various materials and applications, including CW (domestic cold water), SCW (softened cold water), HW (domestic hot water), etc.

LINETYPE LEGEND

THROUGHOUT THE DRAWINGS DIFFERENT LINETYPES ARE USED IN COMBINATION WITH THE SYMBOLS TO INDICATE THE STATUS OF ITEMS AS EXISTING, TO BE DEMOLISHED, TO BE INCLUDED AS PART OF NEW WORK, AND/OR ITEMS WHICH ARE ANTICIPATED TO BE PROVIDED IN THE FUTURE.

HATCHING LEGEND

Table defining hatching patterns for ENLARGED PLAN and NOT IN SCOPE (N/S).

GENERAL NOTES:

- 1. PROVIDE A SUBMITTING BID, VISIT THE JOB SITE AND BECOME FULLY ACQUAINTED WITH THE EXISTING CONDITIONS OF THE PROJECT. REVIEW THE GENERAL NOTES, VISIT THE JOB SITE TO OBSERVE THE EXISTING CONDITIONS OF THE PROJECT...

GENERAL DEMOLITION NOTES:

- 1. PRIOR TO SUBMITTING BID, VISIT THE JOB SITE AND BECOME FULLY ACQUAINTED WITH THE EXISTING CONDITIONS OF THE PROJECT. REVIEW THE GENERAL NOTES, VISIT THE JOB SITE TO OBSERVE THE EXISTING CONDITIONS OF THE PROJECT...

PLUMBING FIXTURES CONNECTION SCHEDULE table with columns for FIXTURE, COLD WATER, HOT WATER, WASTE, and VENT.

PIPE SIZES SHOWN ARE MINIMUM.

PLUMBING FIXTURE SCHEDULE

Table listing plumbing fixtures such as DCV, FCV, FD-2, HD, MB, JS, SK-1, SK-2, TMV, WCO, WHA with their descriptions.

PIPE HEAT TRACE CONTROL PANEL SCHEDULE

Table with columns for MARK, MANUFACTURER, MODEL, DEVICE, QUANTITY, WATS, VOLTAGE, PHASE, NOTES.

NOTES:

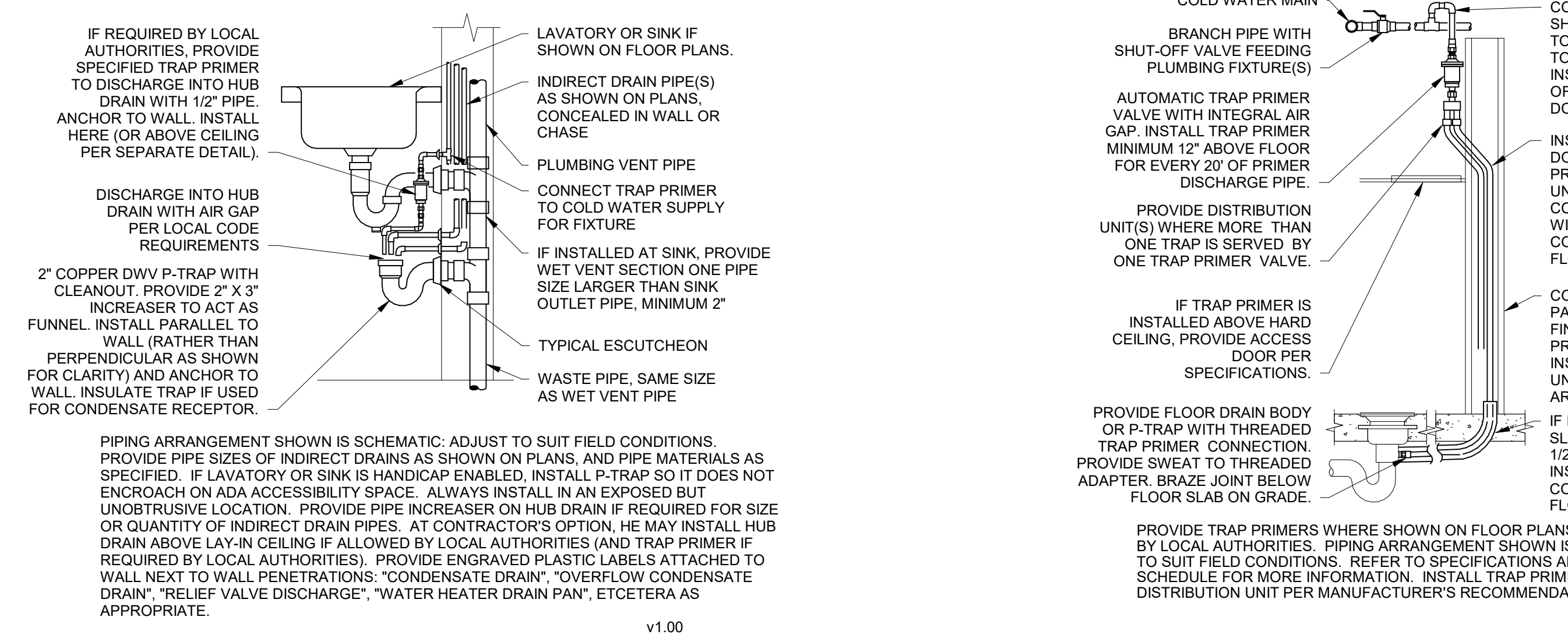
- A. NEMA 4X FRP ENCLOSURE WITH GROUND FAULT CIRCUIT PROTECTION. B. LED LIGHTS AND KEYS AND INTERFACES. C. ALARM LIGHTS FOR HIGH AND LOW TEMPERATURE, CURRENT AND GROUND FAULT.

PIPE HEAT TRACE SCHEDULE

Table with columns for MARK, MANUFACTURER, MODEL, APPLICATION, TOTAL LENGTH (FT), NUMBER OF CIRCUITS, LENGTH PER CIRCUIT (FT), PIPE HEAT LOSS (W/FT), TEMP. SETTING (F), VOLTAGE, PHASE, NOTES.

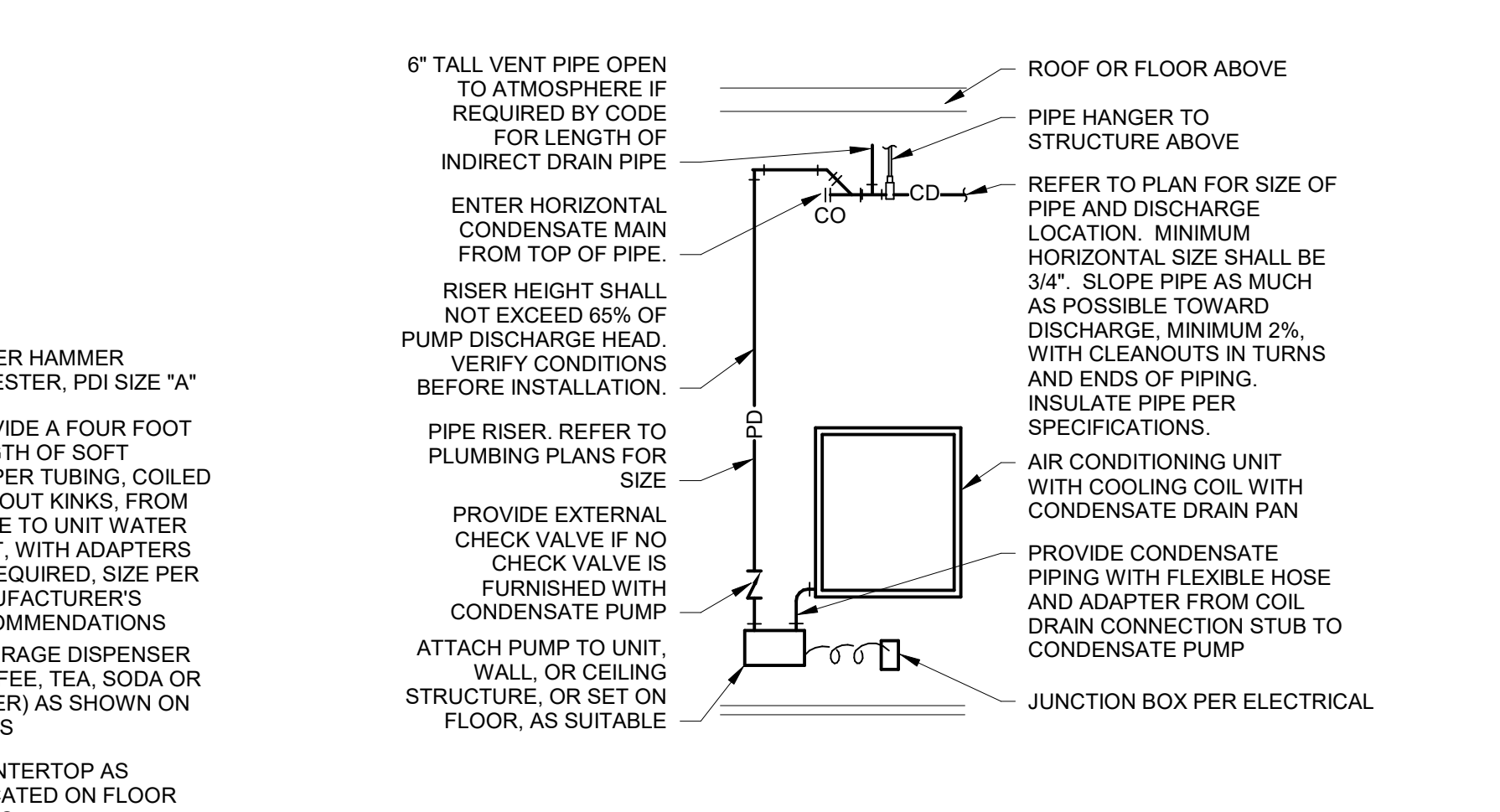
NOTES:

- A. POLYURETHAN OUTER JACKET, POLYURETHAN OUTER JACKET. B. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION. C. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.



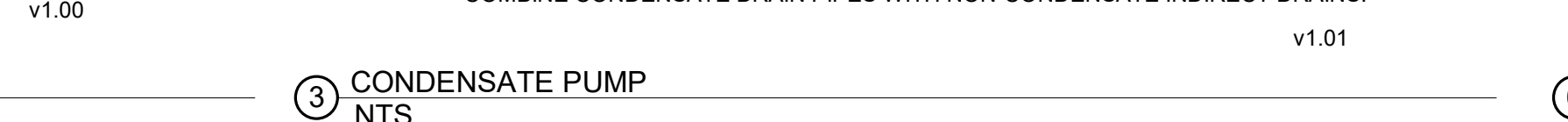
HUB DRAIN ABOVE FLOOR NTS

TRAP PRIMER OVERHEAD NTS

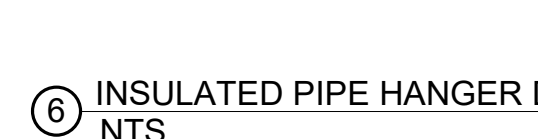


HUB DRAIN ABOVE FLOOR NTS

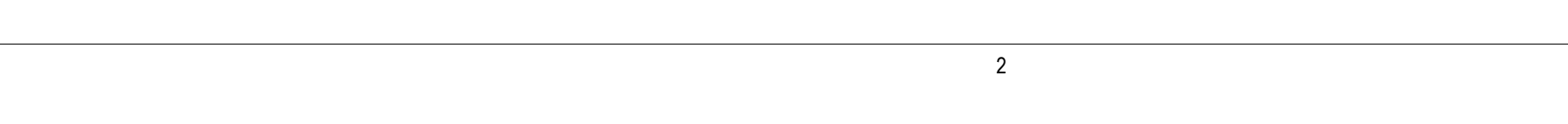
TRAP PRIMER OVERHEAD NTS



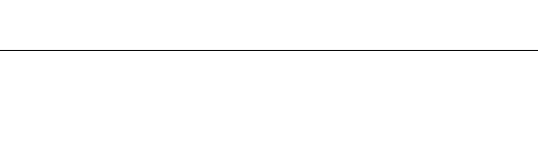
BEVERAGE DISPENSER CONNECTION NTS



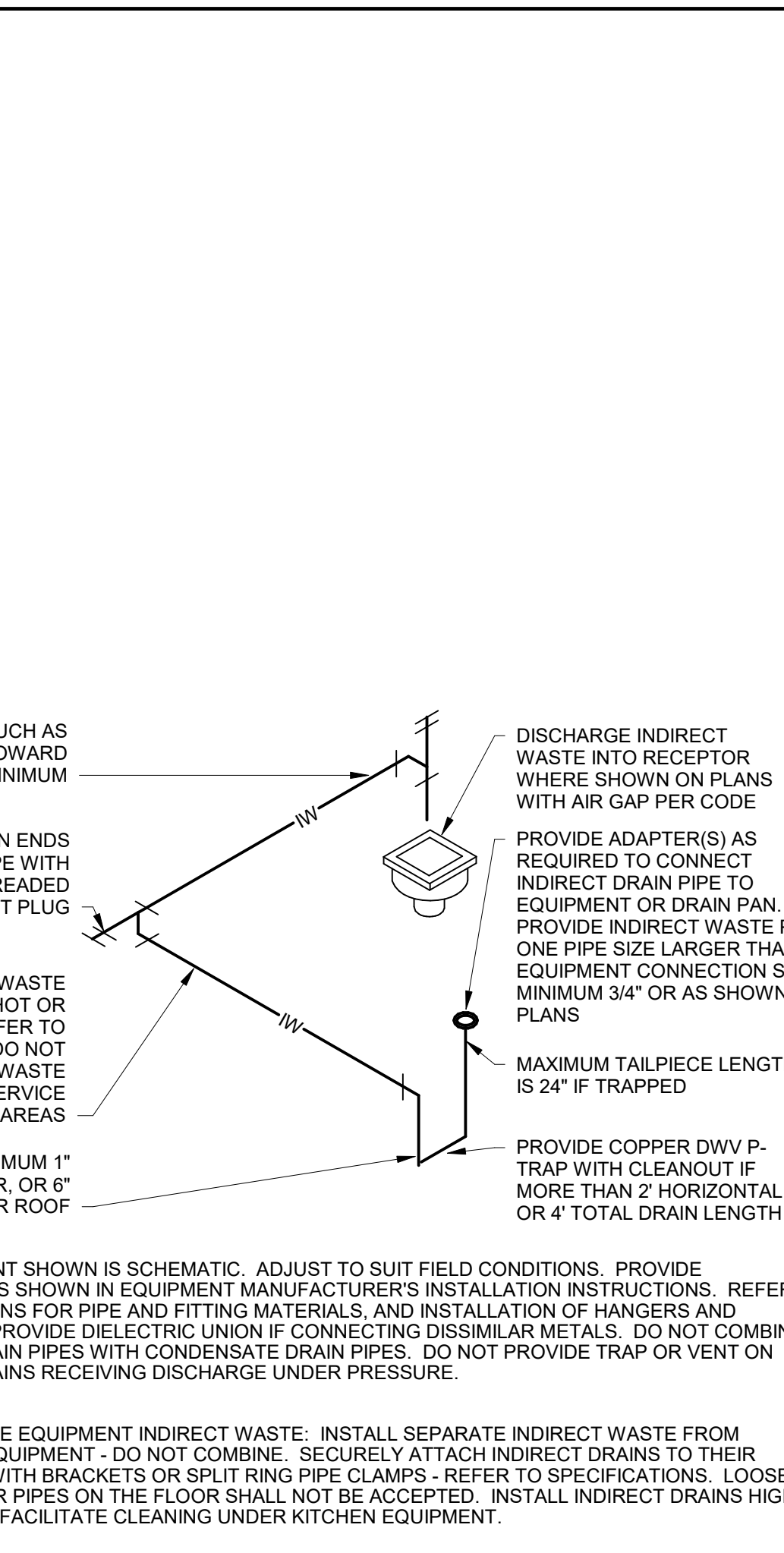
CONDENSATE PUMP NTS



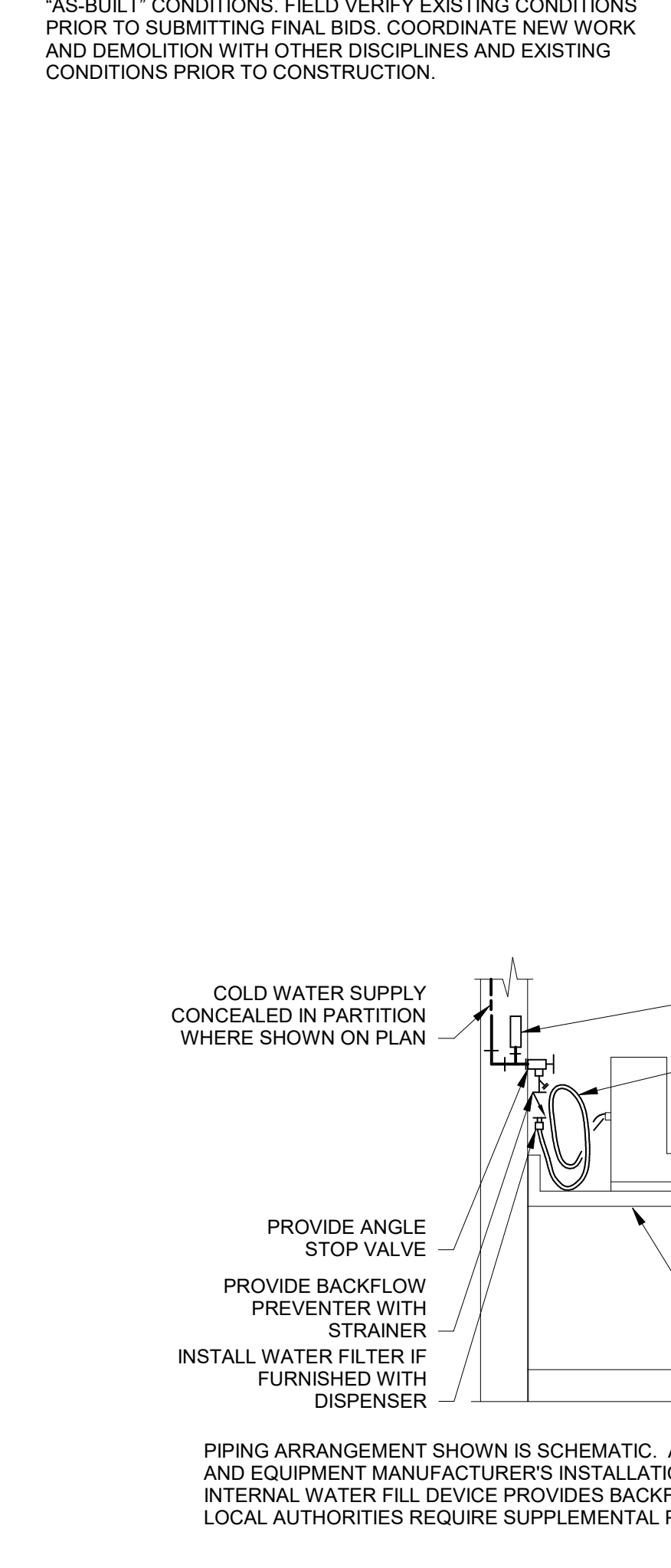
INSULATED PIPE HANGER DETAIL NTS



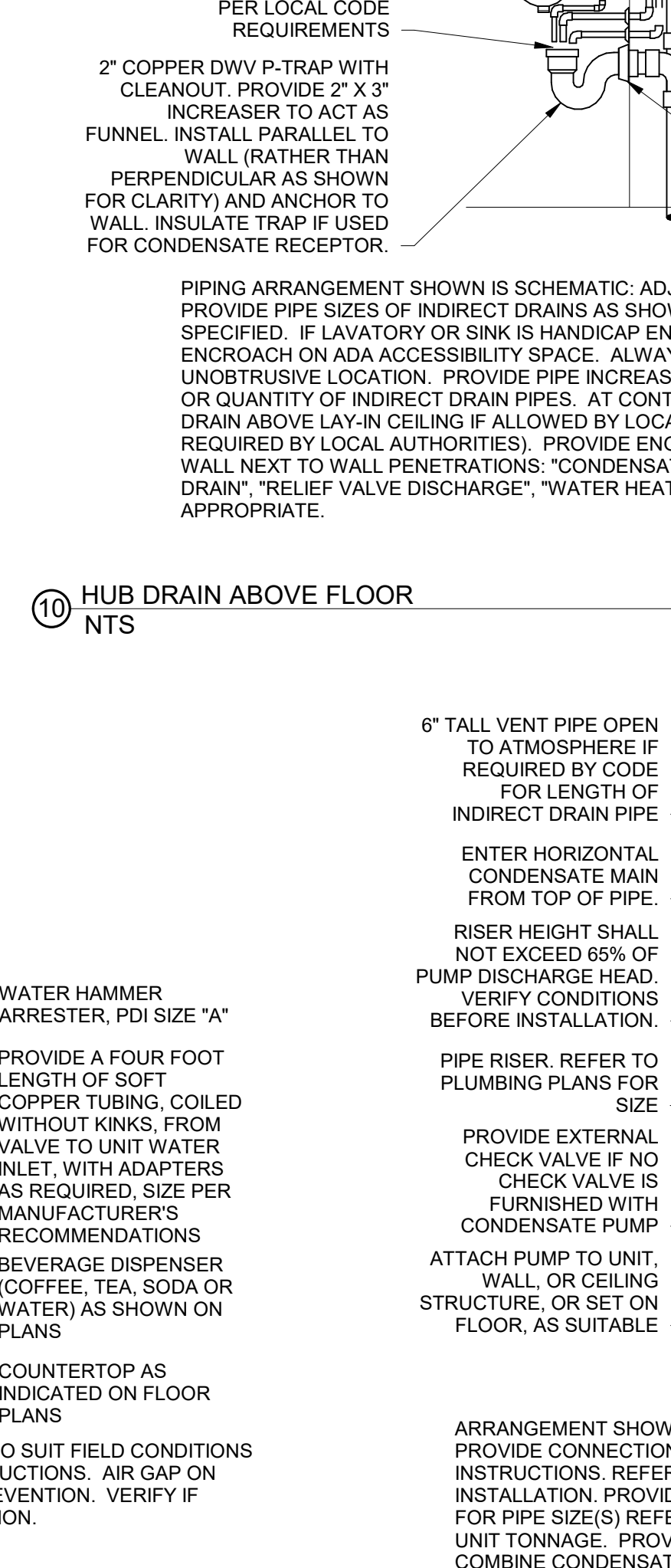
TRAPEZE PIPE HANGER NTS



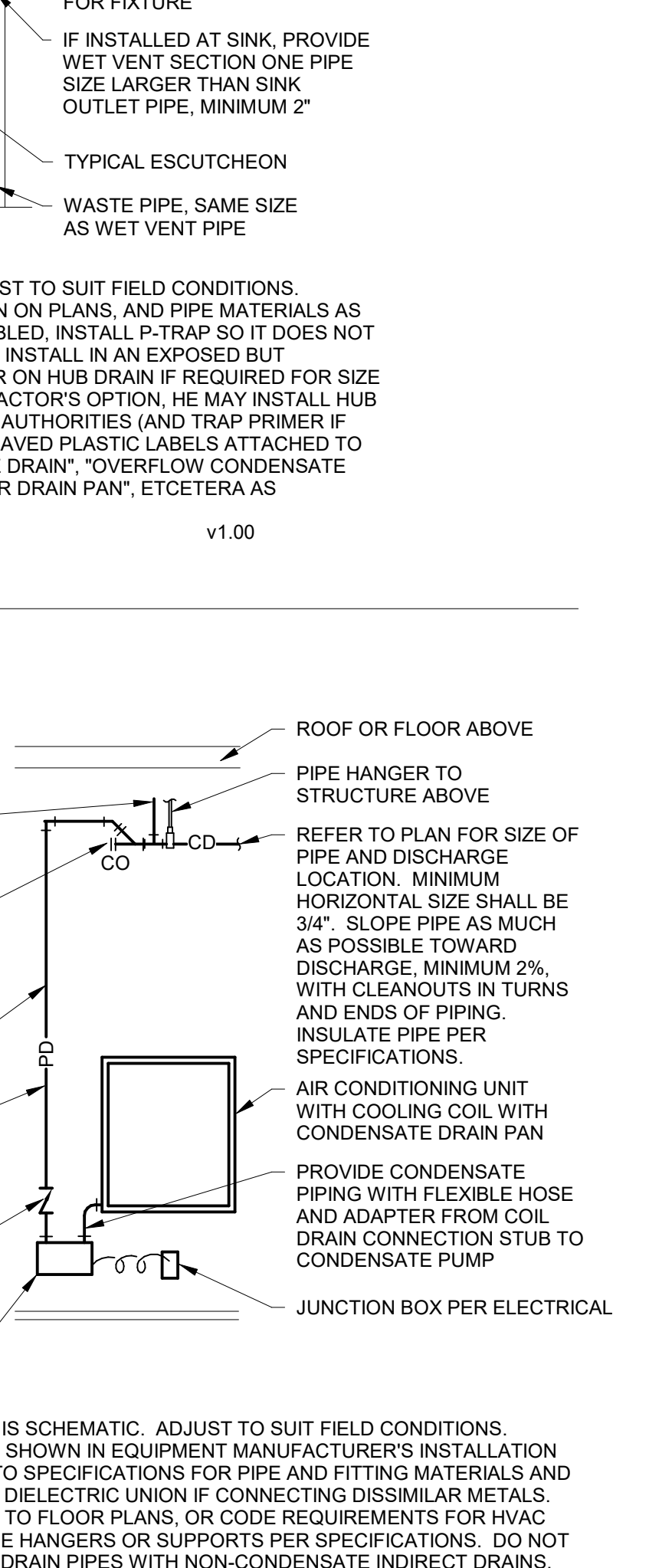
INDIRECT WASTE INSTALLATION - IPC NTS



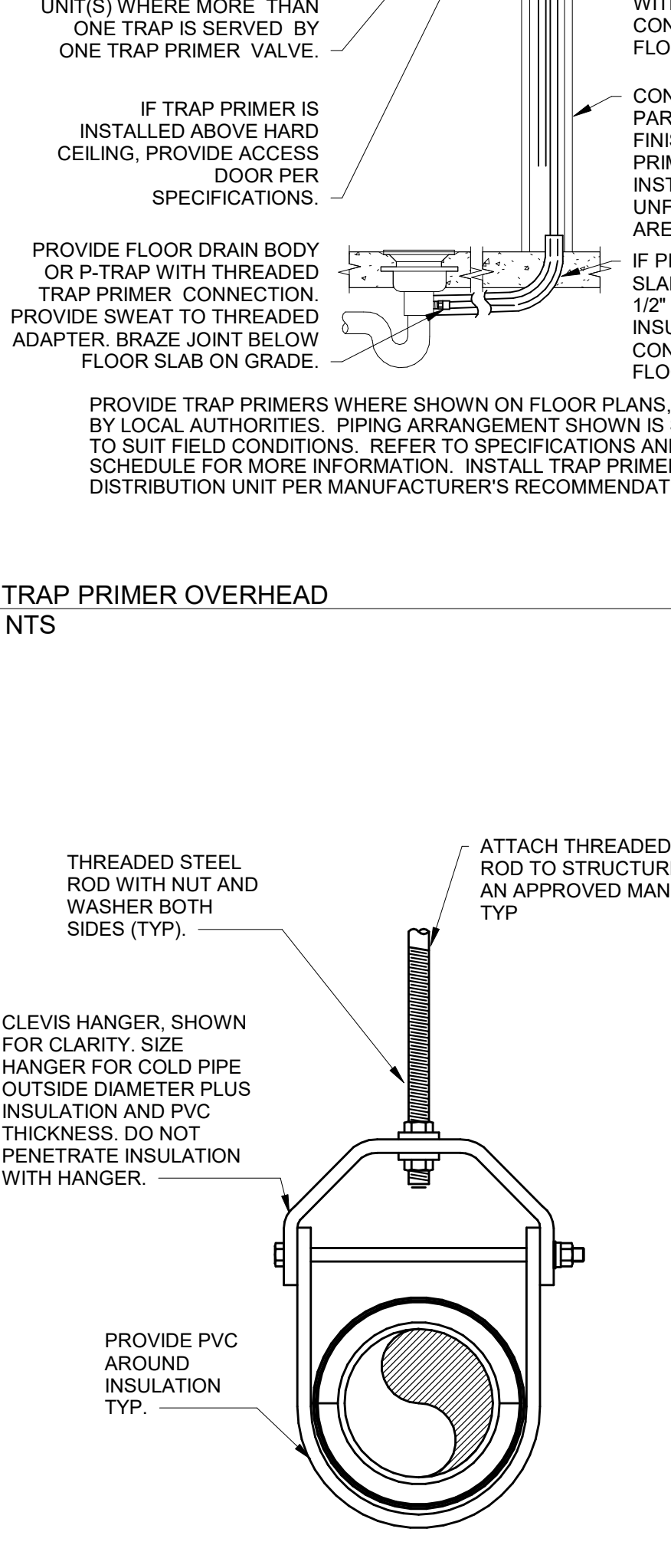
BEVERAGE DISPENSER CONNECTION NTS



CONDENSATE PUMP NTS



INSULATED PIPE HANGER DETAIL NTS



TRAPEZE PIPE HANGER NTS



HDR Architecture
HDR Great Plains Studio
1917 S 67th St
Omaha, NE 68106
402.399.1000
CA-0481

HNTB
Thornton Tomasetti
WJHW

olsson
HENDERSON ENGINEERS

NORTH STADIUM - 200 LEVEL RENOVATIONS
One Memorial Stadium Drive
Lincoln, NE 68588

Table with columns for MARK, DATE, DESCRIPTION. Lists project manager, designer, etc.

Project Number: 1036809
Project Issue: 11/25/2024

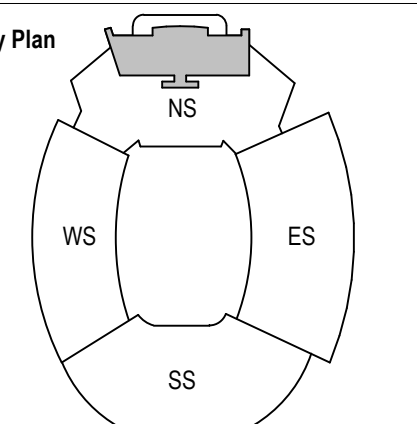
PLUMBING GENERAL NOTES AND LEGEND
P-000
CONSTRUCTION DOCUMENTS

**PLUMBING PLAN NOTES**

- P1 CONNECT NEW 3/4" CW TO EXISTING 3/4" CW DOWNSTREAM OF ETR SHUTOFF VALVE. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P2 CONNECT NEW 3/4" HW TO EXISTING 3/4" HW DOWNSTREAM OF ETR SHUTOFF VALVE. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P3 CONNECT NEW 3/4" HWR TO EXISTING 3/4" HWR UPSTREAM OF ETR FLOW CONTROL VALVE. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P4 CONNECT NEW 2" SANITARY WASTE TO EXISTING 2" SANITARY WASTE PIPING. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P5 CONNECT NEW 2" SANITARY WASTE TO EXISTING 3" SANITARY WASTE PIPING. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P6 CONNECT NEW 3/4" CW TO EXISTING 1 1/2" CW. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P7 CONNECT NEW 3/4" HW TO EXISTING 3/4" HW. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P8 CONNECT NEW 3/4" HWR TO EXISTING 3/4" HWR. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS. CONTRACTOR TO BALANCE RECIRCULATION PUMP FOR AN ADDITIONAL 0.5 GPM OF FLOW.
- P9 CONNECT NEW 2" SANITARY WASTE TO EXISTING 4" SANITARY WASTE PIPING. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P10 CONNECT NEW 3" SANITARY WASTE TO EXISTING 3" SANITARY WASTE PIPING. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P11 CONNECT NEW 2" SANITARY WASTE TO EXISTING 3" SANITARY WASTE PIPING. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P12 CONNECT NEW 3/4" CW TO EXISTING 4" CW. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P13 CONNECT NEW 3/4" HW TO EXISTING 3" HW. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.
- P16 ROUTE 3/4" CW DOWN WALL AND PROVIDE WITH DUAL CHECK VALVE SERVING ICE MACHINE.
- P17 ROUTE 3/4" CW DOWN WALL AND PROVIDE WITH DUAL CHECK VALVE SERVING BEVERAGE DISPENSER.
- P18 ROUTE 1" CD DOWN WALL AND DISCHARGE TO MOP SINK WITH AIR GAP.
- P19 CONTRACTOR TO CONFIRM EXISTING PIPE IS ABOVE NEW CABLE TRAY. IF EXISTING PIPING IS BELOW, CONTRACTOR TO RAISE PIPING TO BE ABOVE CABLE TRAY.
- P20 ROUTE INDIRECT WASTE FROM ICE MACHINE IN REFRIGERATOR TO HUB DRAIN. REFER TO DETAIL FOR FURTHER INSTALLATION INSTRUCTIONS.
- P21 CONTRACTOR TO COORDINATE DRAINAGE OUTLET HEIGHT FOR COMPATIBILITY WITH OWNER PROVIDED REFRIGERATOR.
- P22 ROUTE 3/4" CD DOWN WALL AND DISCHARGE TO MOP SINK WITH AIR GAP.
- P28 PROVIDE HEAT TRACE ON ALL NEW SANITARY PIPING ROUTING ABOVE UNCONDITIONED CORRIDOR. INSULATE PIPING PER SPECIFICATIONS.
- P29 CONNECT NEW 3/4" HWR TO EXISTING HWR. FIELD VERIFY LOCATION AND SIZE OF EXISTING PIPING. RECONFIGURE PIPING AS REQUIRED TO MEET FIELD CONDITIONS.

MARK	DATE	DESCRIPTION
3	03/10/2025	AS-2
4	03/11/2025	AS-3

Project Number	10366809
Original Issue	11/25/2024

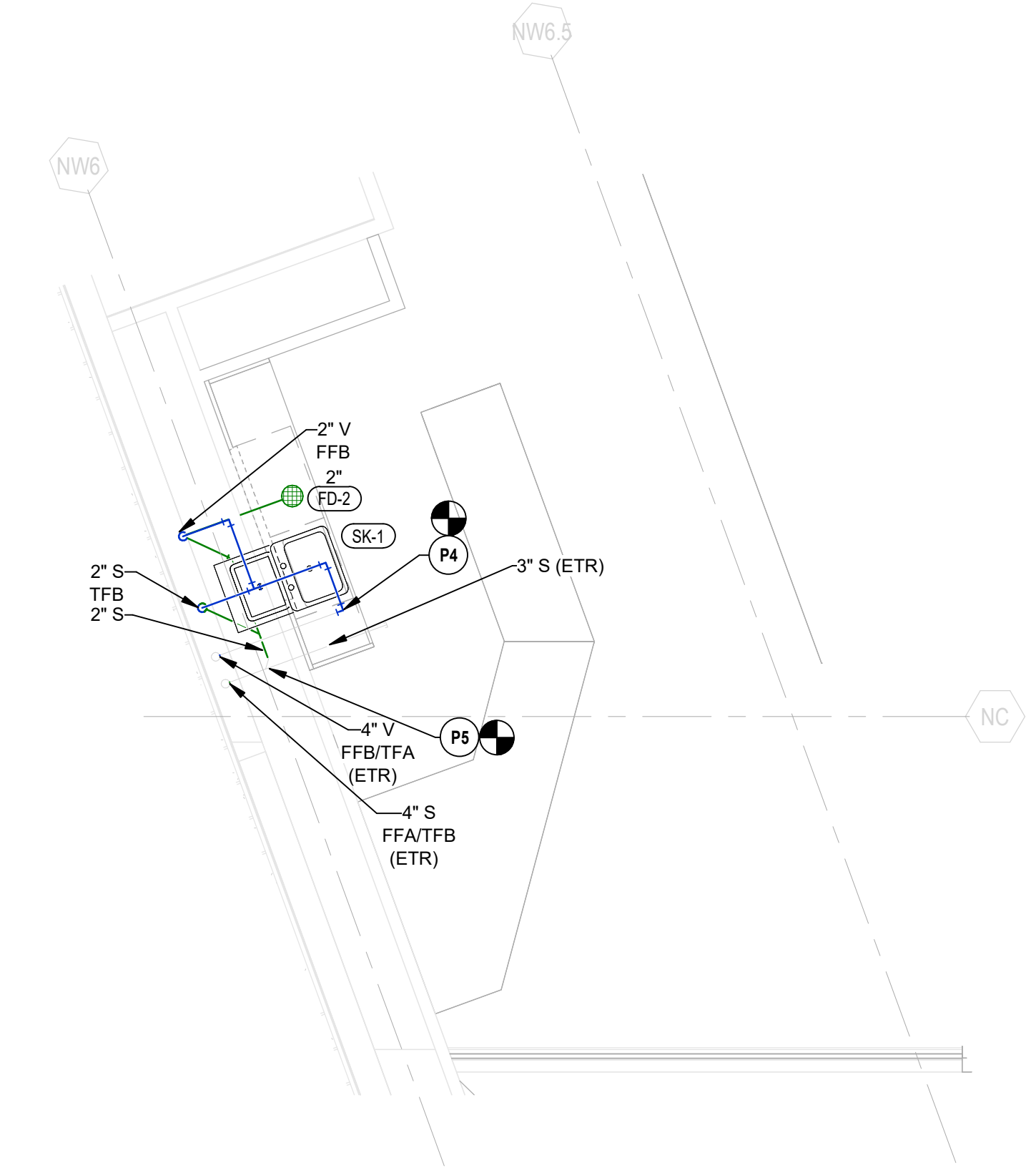


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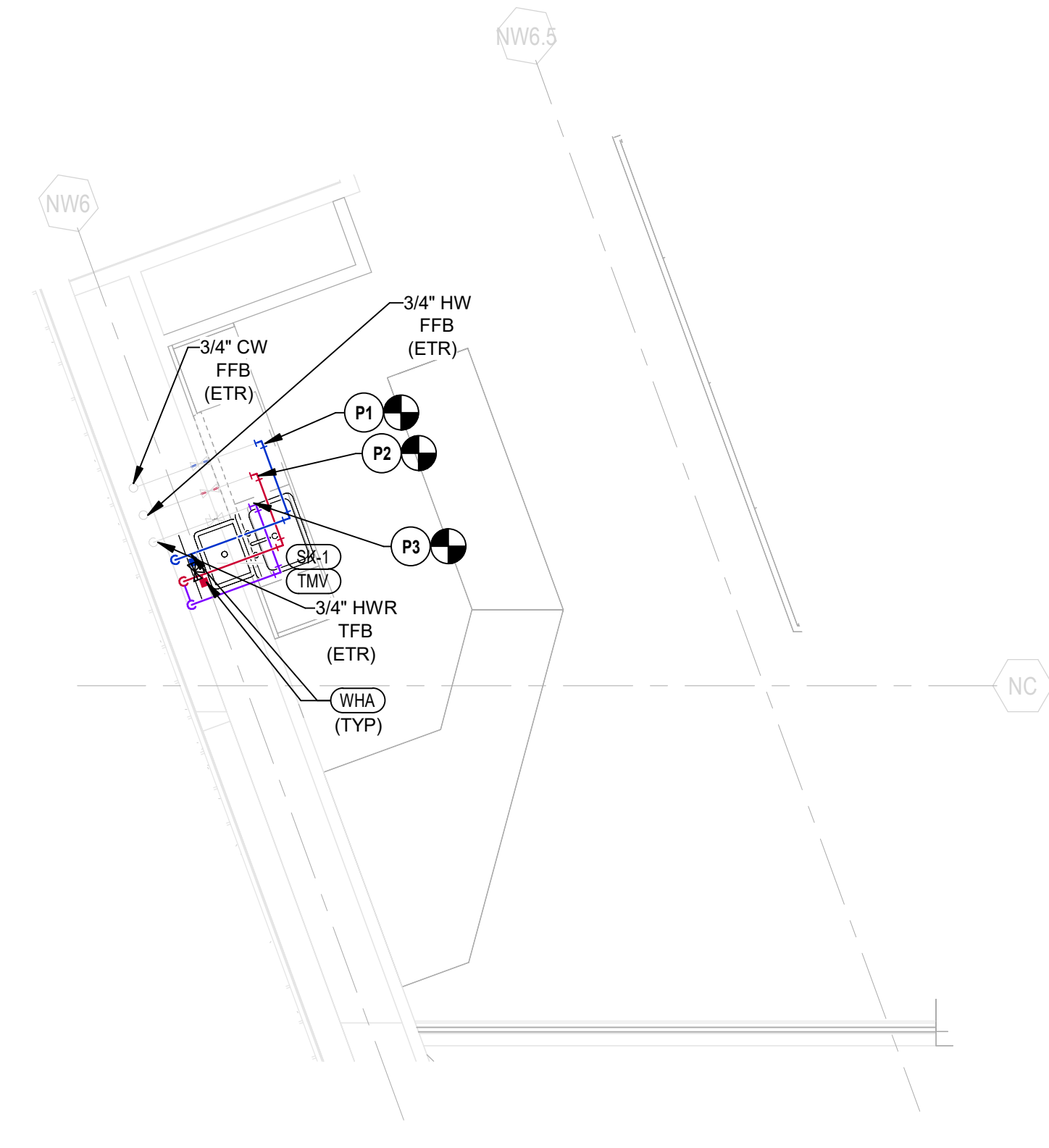
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**PLUMBING ENLARGED PLANS - NORTH**

Sheet Number  
**P-202.N**

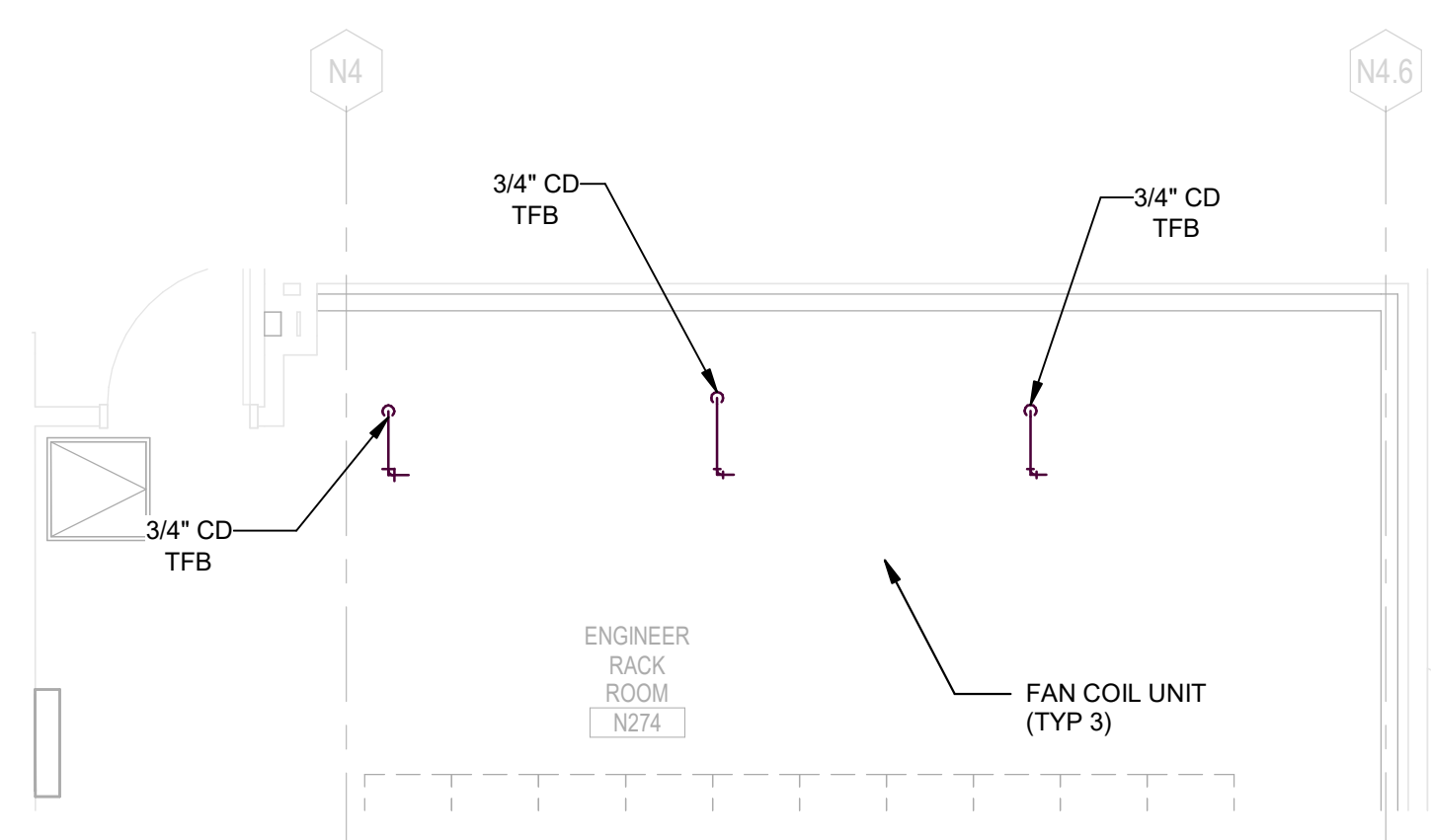
Project Status  
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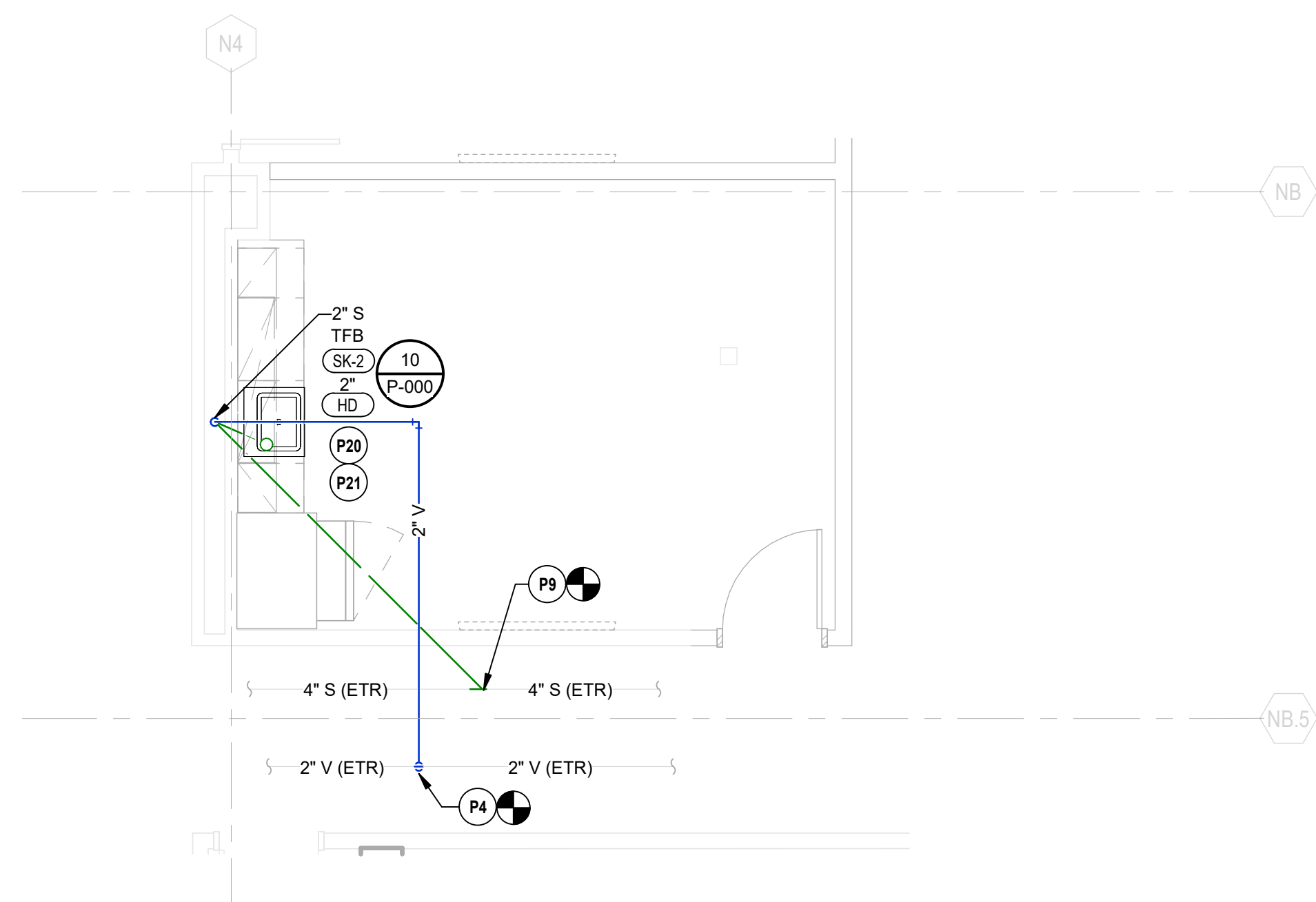
1 PLUMBING WASTE AND VENT ENLARGED PLAN - BAR  
 1/4" = 1'-0"



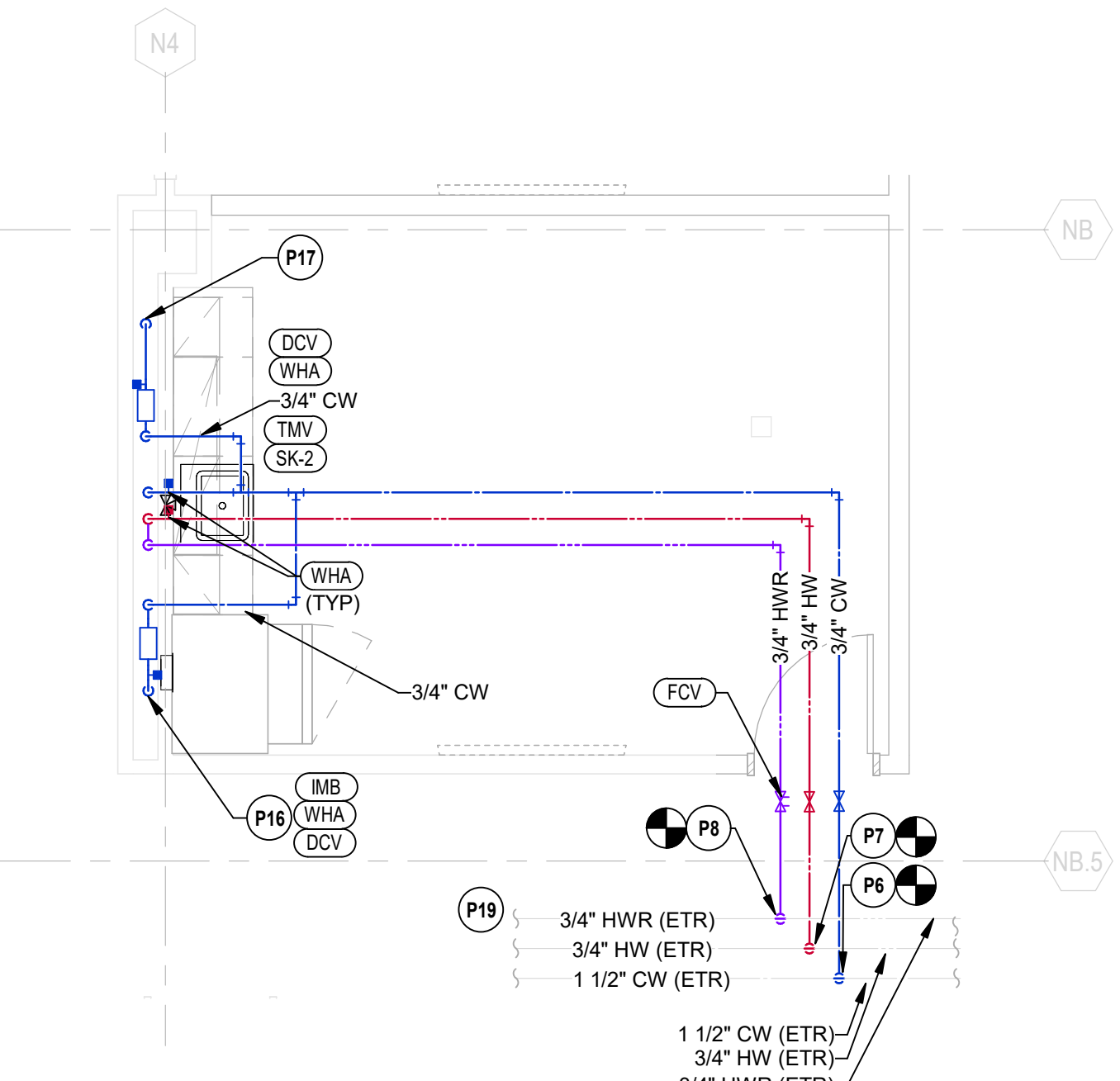
4 PLUMBING WATER ENLARGED PLAN - BAR  
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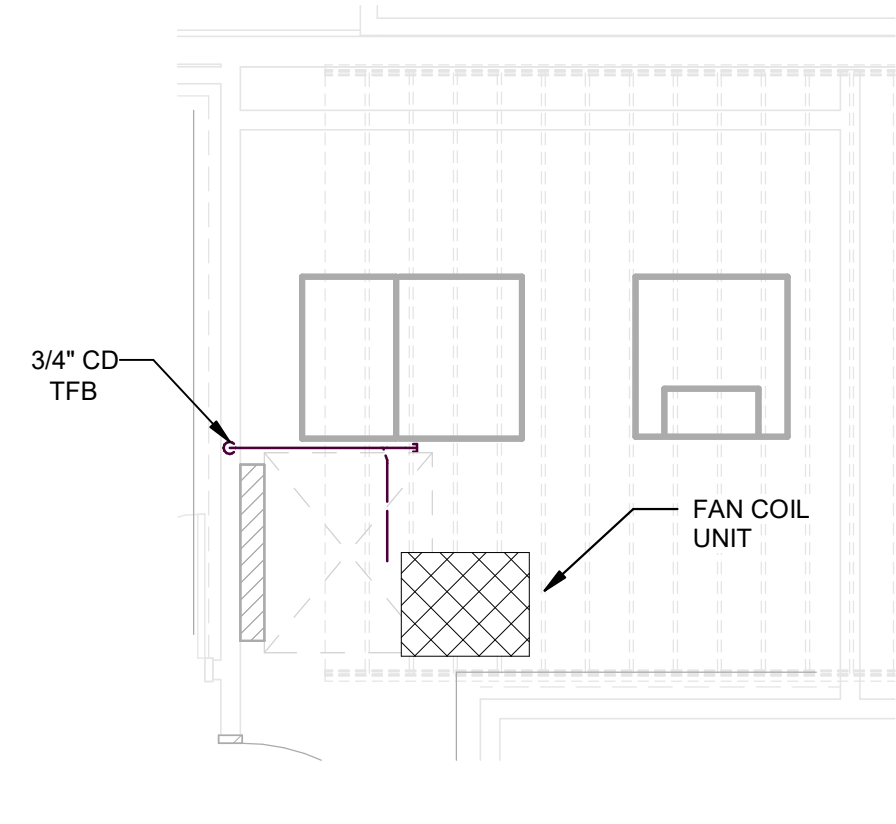
7 PLUMBING ENLARGED PLAN - ENGINEER RACK ROOM  
 1/4" = 1'-0"



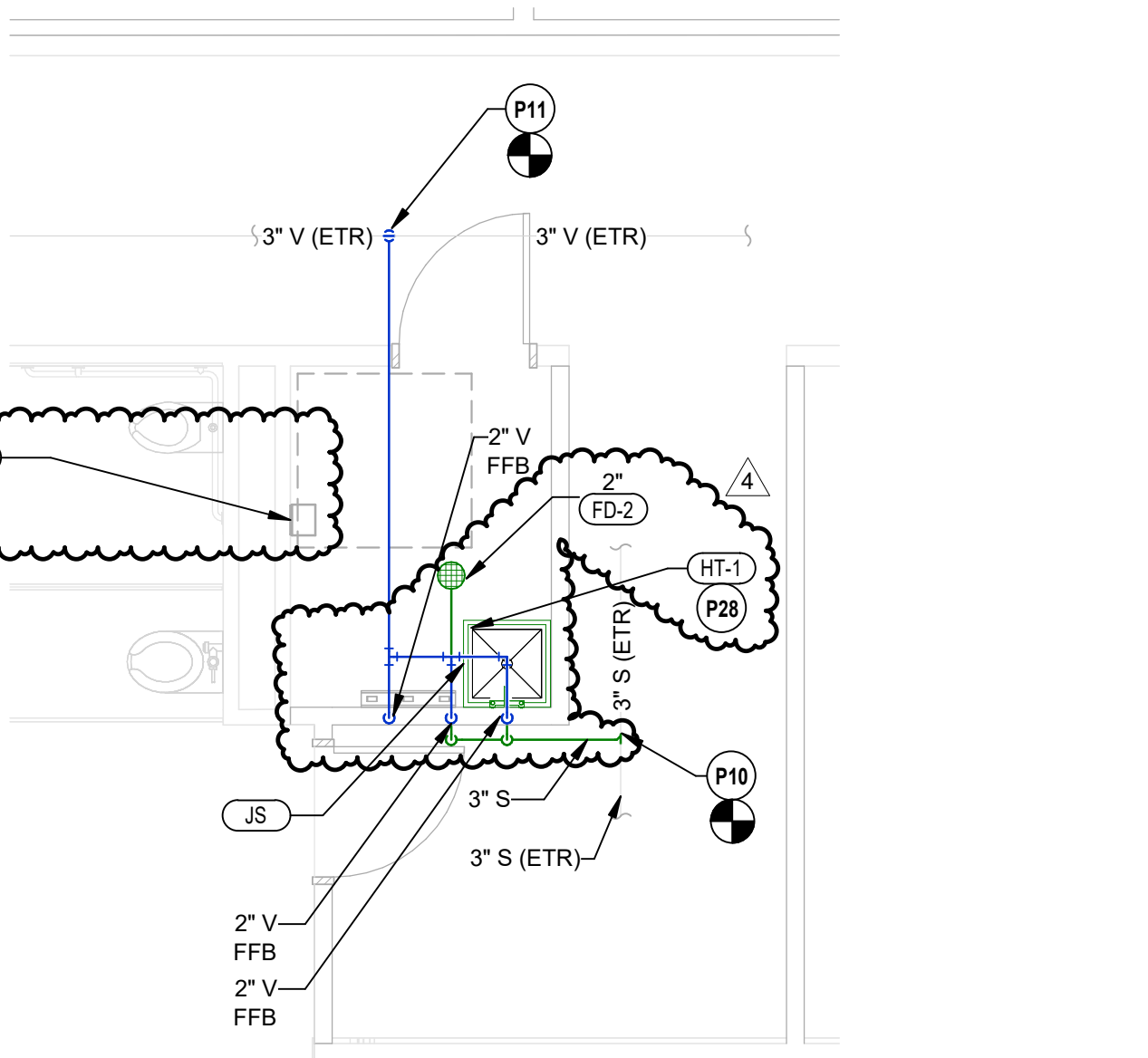
2 PLUMBING WASTE & VENT ENLARGED PLAN - BREAKROOM  
 1/4" = 1'-0"



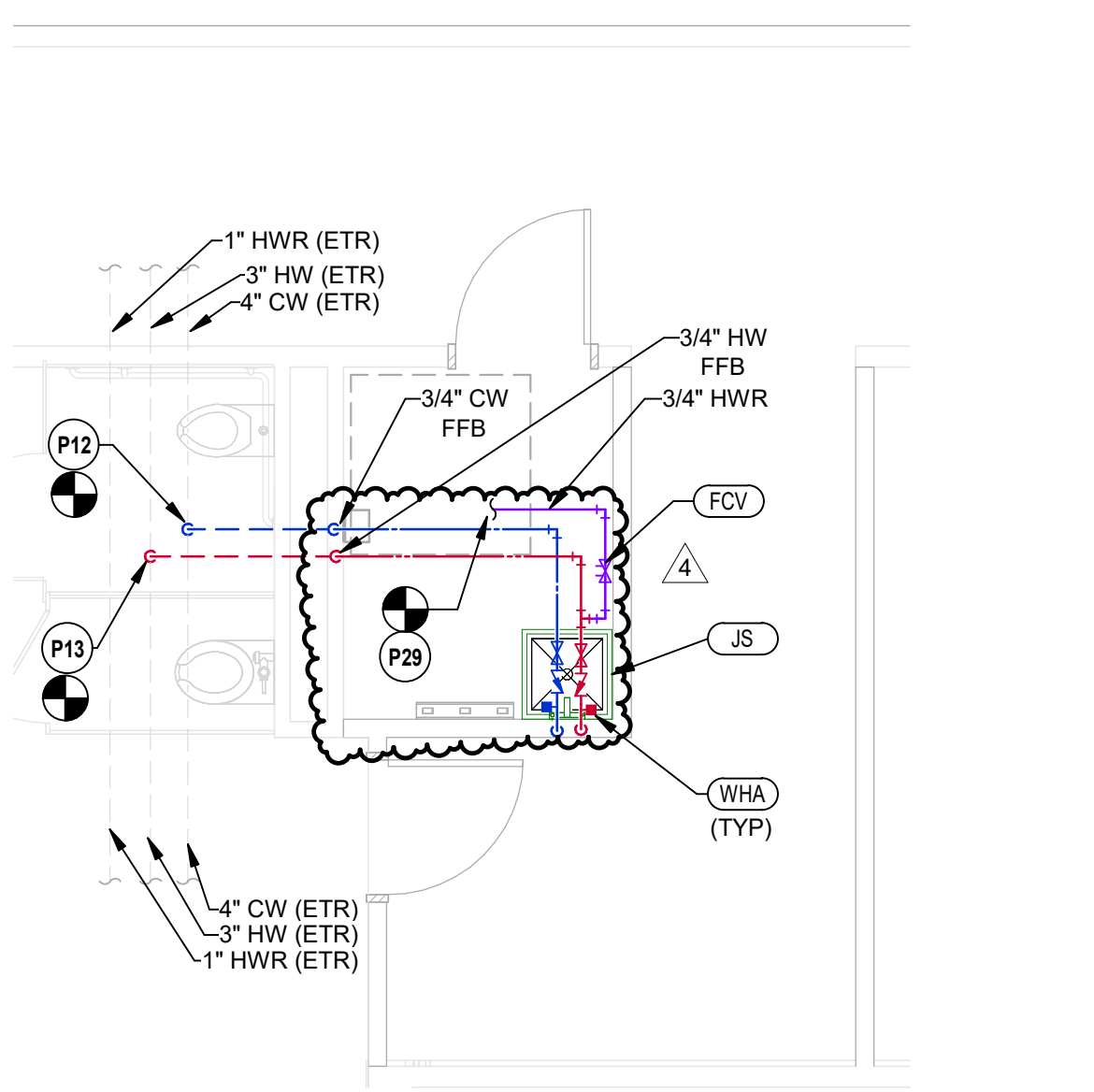
5 PLUMBING WATER ENLARGED PLAN - BREAKROOM  
 1/4" = 1'-0"



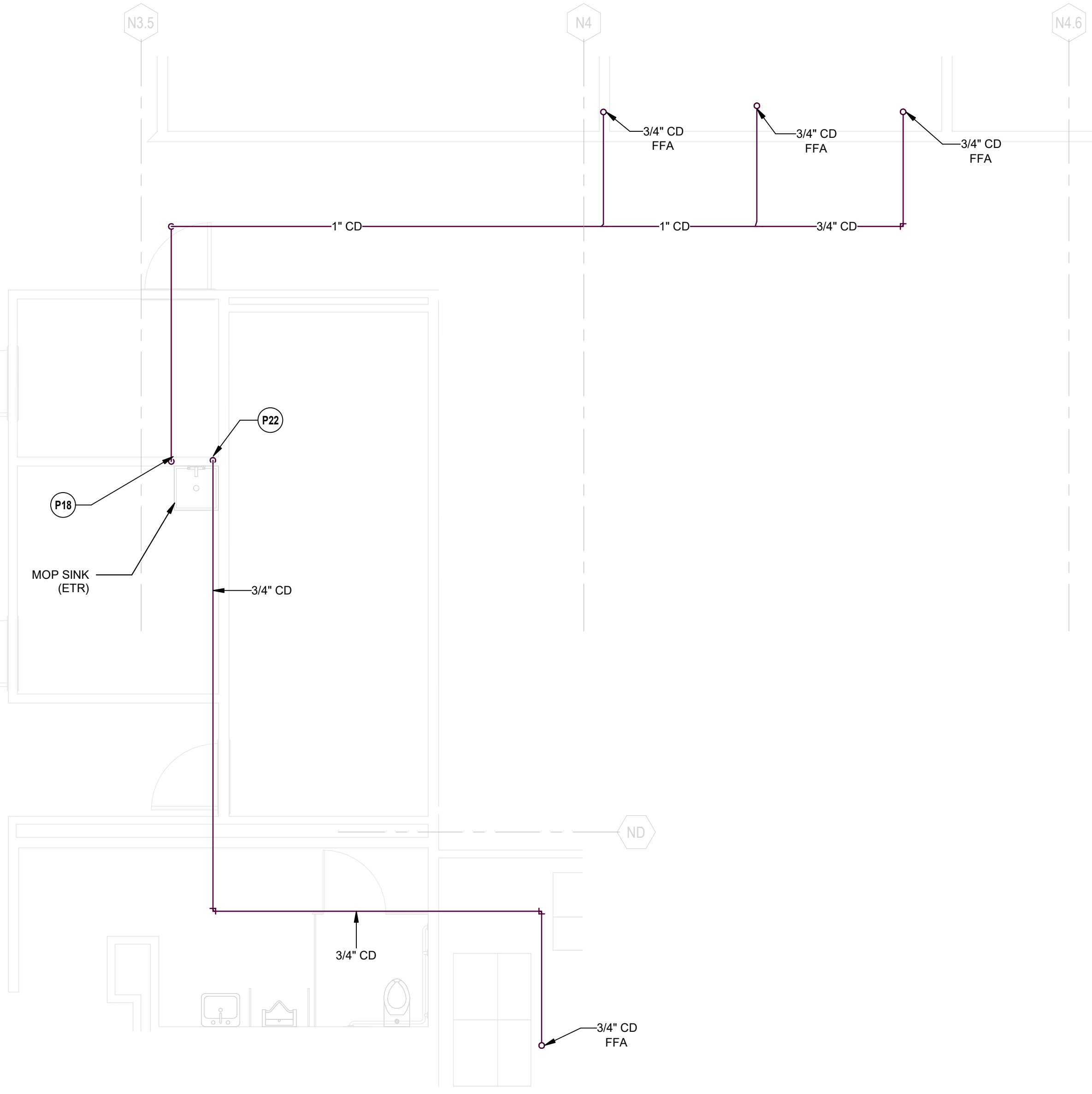
8 PLUMBING ENLARGED PLAN - UPS ROOM  
 1/4" = 1'-0"



3 PLUMBING WASTE & VENT ENLARGED PLAN - JANITORS CLOSET  
 1/4" = 1'-0"



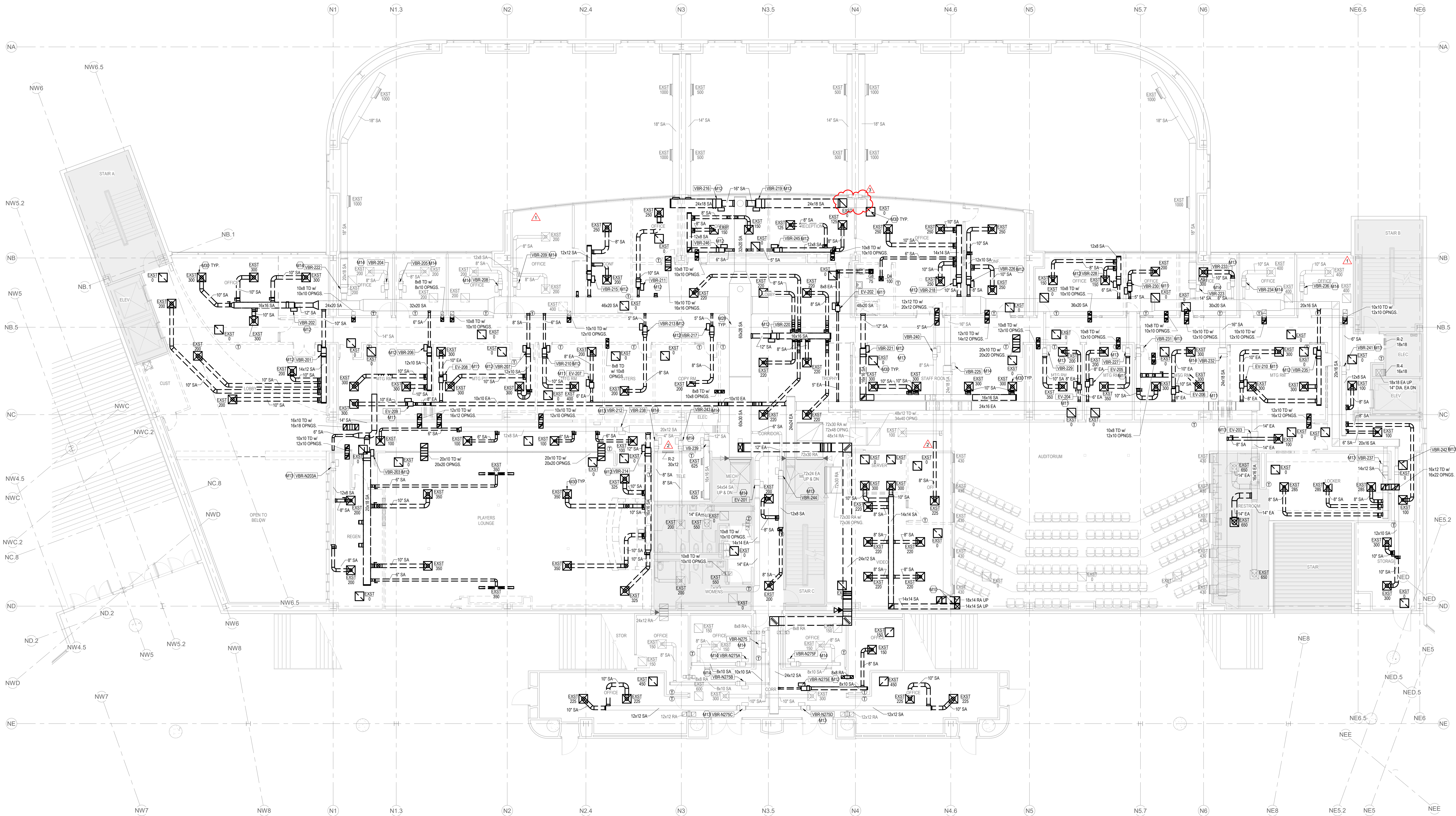
6 PLUMBING WATER ENLARGED PLAN - JANITORS CLOSET  
 1/4" = 1'-0"



10 PLUMBING ENLARGED PLAN - LEVEL 100  
 1/4" = 1'-0"

GENERAL MECHANICAL DEMOLITION NOTES	
A	EXISTING MECHANICAL WORK IS INDICATED BY BEING SHOWN LIGHT.
B	DEMOLITION MECHANICAL WORK IS INDICATED BY BEING SHOWN BOLD.
C	CUTTING AND DEMOLITION SHALL BE DONE BY METHOD WHICH WILL NOT JEOPARDIZE STRUCTURAL INTEGRITY OF THE EXISTING CONSTRUCTION AND WHICH WILL NOT DAMAGE PORTIONS TO REMAIN. RELOCATE/ADJUST EXISTING MECHANICAL AND PLUMBING WORK AS REQUIRED TO ACCOMMODATE NEW & DEMOLITION WORK AT NO ADDITIONAL COST TO THE OWNER.
D	CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMISSION OF BIDS TO REVIEW SCOPE OF WORK, DEMOLITION, AND ALL DETAILS.
E	THE CONTRACTOR SHALL ORGANIZE CONSTRUCTION IN SUCH A MANNER THAT THERE IS NO INTERRUPTION TO FACILITY OPERATION. MASONRY DRILLING, DUST, OBSTRUCTION OF VEHICULAR OR PEDESTRIAN TRAFFIC, ETC. SHALL BE CONSIDERED AS INTERRUPTION OF FACILITY OPERATION. PROVIDE ADEQUATE NOTICE PRIOR TO ANY SHUT DOWN OR OBSTRUCTION OF SPACE.
F	PATCH AND REPAIR ANY DAMAGE TO WALLS, FLOORS, CEILING, CABINETS, HARDWARE, WINDOWS, FIXTURES, ETC., AS A RESULT OF THE CONSTRUCTION PROCESS OR WHICH MAY BE EXISTING CONDITIONS. MATCH EXISTING CONDITIONS AS CLOSELY AS POSSIBLE UNLESS NOTED OTHERWISE. RESULTANT CONDITIONS OF PATCHED AND REPAIRS TO BE LIKE NEW.
G	IN GENERAL, THE OWNER RESERVES THE RIGHT TO RETAIN ALL MATERIALS AND EQUIPMENT REMOVED FROM THE PROJECT. ANY ITEMS OF MATERIALS NOT DESIRED BY THE OWNER SHALL BE REMOVED FROM THE OWNER'S PROPERTY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
H	COORDINATE METHOD, ROUTE, AND TIMING OF DEBRIS REMOVAL WITH THE OWNER PRIOR TO ANY REMOVAL.
I	WHERE EXISTING UTILITIES NOT SHOWN ON THE DRAWINGS ARE ENCOUNTERED, SUPPORT AND PROTECT THESE UTILITIES AND IMMEDIATELY NOTIFY THE OWNER SO THAT PROVISIONS CAN BE MADE FOR RELOCATION IF REQUIRED.
J	CONTRACTOR TO PROVIDE AN AIR TEST AND BALANCE REPORT PRIOR TO SYSTEM DEMOLITION TO PROJECT ENGINEER.
K	ALL DEMOLITION SCOPE TO BE COMPLETED IN PHASE 1.

KEYNOTES	
M10	DEMOLISH EXISTING DX UNIT, ASSOCIATED CONTROLS, AND ASSOCIATED CONDENSING UNIT IN 4TH FLOOR MECHANICAL ROOM. CAP EXISTING DUCTWORK.
M11	EXISTING VAV BOX AND ITS ASSOCIATED DUCTWORK, DIFFUSERS, AND TEMPERATURE SENSOR TO BE REMOVED AS SHOWN. CONTRACTOR TO PATCH AND SEAL DUCTWORK AT MAIN. PREPARE DUCTWORK FOR FUTURE CONNECTIONS AS REQUIRED. VAV BOX, CONTROLS, AND TEMPERATURE SENSOR TO BE SALVAGED AND RETURNED TO OWNER.
M12	EXISTING VAV BOX AND ASSOCIATED CONTROLS TO BE REMOVED AND RELOCATED TO NEW LOCATION. THE EXISTING DUCTWORK AND DIFFUSERS TO BE REMOVED AS SHOWN. CONTRACTOR TO PATCH AND SEAL DUCTWORK AT MAIN. PREPARE DUCTWORK FOR FUTURE CONNECTIONS AS REQUIRED. REMOVE OR REUSE TEMPERATURE SENSOR.
M13	EXISTING VAV BOX TO REMAIN AND TO BE REUSED. THE EXISTING DUCTWORK AND DIFFUSERS TO BE REMOVED AS SHOWN. VAV BOX TO BE PREPARED FOR NEW CONNECTIONS.
M14	EXISTING VAV BOX TO REMAIN.
M15	CONTRACTOR TO EVALUATE ALL INSULATION ON EXISTING MEDIUM SUPPLY PRESSURE DUCTWORK. CONTRACTOR TO REPLACE AND PATCH ANY DAMAGED OR RIPPED INSULATION.
M16	SALVAGE ALL DEMOLISHED DIFFUSERS AND RETURN TO OWNER. REUSE ALL DIFFUSERS IN NEW INSTALLATION WHERE TYPE AND NECK SIZE MATCH THOSE SHOWN ON NEW PLANS.



**HDR**  
 HDR Architecture  
 HDR Great Plains Studio  
 1917 S 67th St  
 Omaha, NE 68106  
 402.393.1000  
 CA-0481

**HNTB**  
**Thornton Tomasetti**  
**WJHW**  
**olsson**  
**HENDERSON ENGINEERS**

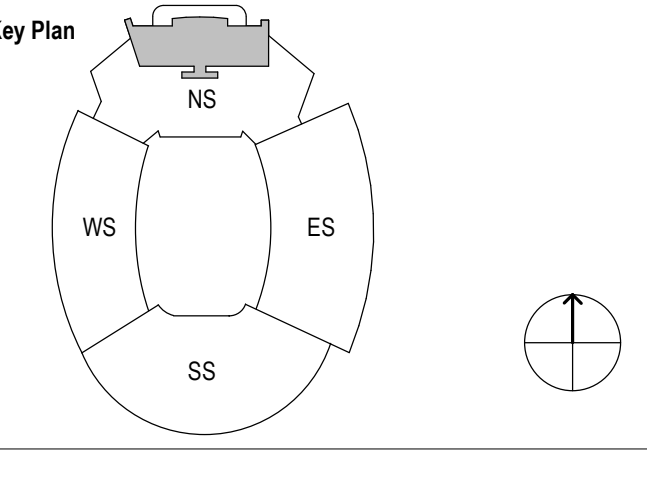
**NORTH STADIUM - 200 LEVEL RENOVATIONS**  
 One Memorial Stadium Drive  
 Lincoln, NE 68588

UNIVERSITY OF  
**Nebraska**  
 Lincoln

Project Manager	Xin Zhao / Darren Nielsen
Project Designer	Cole Wycoff / Eric Maxwell
Project Architect	Matthew Rubin / Kyle Ulrich
Landscape Architect	Jennifer Seacrest
Civil Engineer	Eric Bright
Structural Engineer	John Savage / Matthew Farber
Mechanical Engineer	Mitch Han
Electrical Engineer	Randall Niehaus
Plumbing Engineer	Brian Lambright
Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Eric Conry
Audio/Visual Engineer	Randall Niehaus
Lighting Designer	Alexis Van Holland
Food Service	Ryan Harrop

MARK	DATE	DESCRIPTION
1	12/11/2024	AS1
2	02/12/2025	AS1.002
3	03/11/2025	AS1.003

Project Number: 1036689  
 Original Issue: 11/25/2024



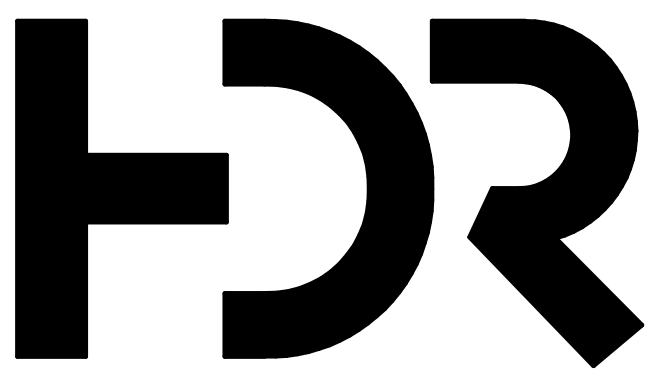
Sheet Name:  
**200 LEVEL - HVAC DEMOLITION PLAN**

Sheet Number:  
**MHD-102**

Project Status:  
 CONSTRUCTION DOCUMENTS

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HDR Architecture  
HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.299.1000  
CA-0481



**NORTH STADIUM - 200 LEVEL RENOVATIONS**

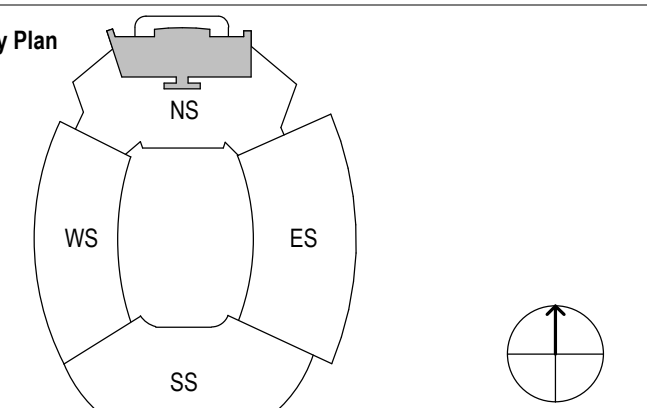
One Memorial Stadium Drive  
Lincoln, NE 68598



Project Manager: Xin Zhao / Darren Nelson  
Project Designer: Cole Weyoff / Eric Maxwell  
Project Architect: Matthew Kuhn / Kyle Ureuh  
Landscape Architect: Jennifer Sacount  
Civil Engineer: Erin Bright  
Structural Engineer: John Savage / Matthew Farber  
Mechanical Engineer: Mitch Han  
Electrical Engineer: Randall Nehaus  
Plumbing Engineer: Brian Lambright  
Fire Protection Engineer: Brian Lambright  
IT/Comm Engineer: Brian Lambright  
Audio/Visual Engineer: Eric Cowig  
Lighting Designer: Randall Nehaus  
Interior Designer: Alison Van Holand  
Food Service: Ryan Range

MARK	DATE	DESCRIPTION
1	02/11/2024	AS1 001
2	02/12/2025	AS1 002
3	03/11/2025	AS1 003

Project Number: 10368509  
Original Issue: 11/25/2024

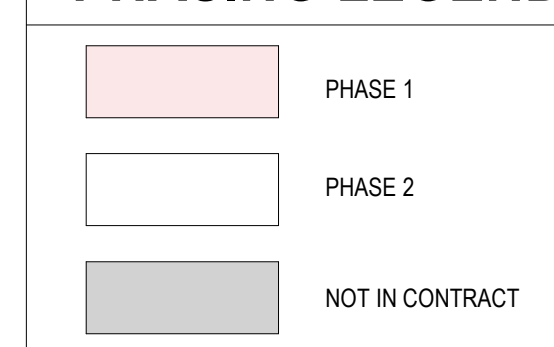


Sheet Name:  
**200 LEVEL - HVAC PLAN**

Sheet Number:  
**MH-102**

Project Status:  
CONSTRUCTION DOCUMENTS

**PHASING LEGEND**



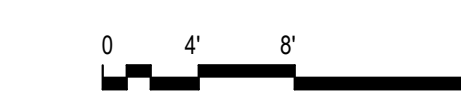
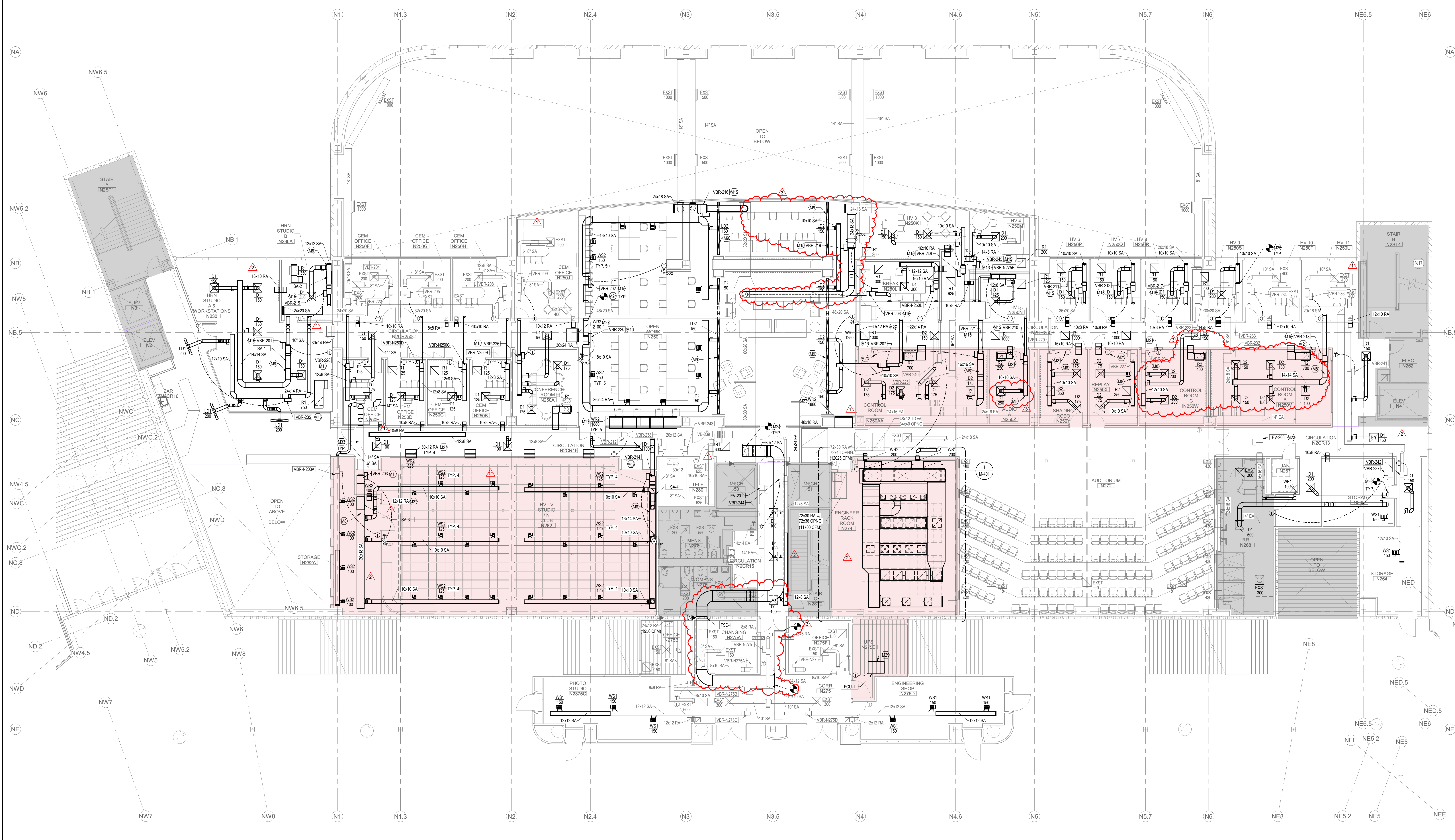
**PHASING NOTE:** ANY SCOPE WITHIN AREAS NOTED TO BE PHASE 2 THAT IS REQUIRED TO ALLOW FOR THE COMPLETION OF PHASE 1 SHALL BE COMPLETED DURING PHASE 1.

**GENERAL HVAC NOTES**

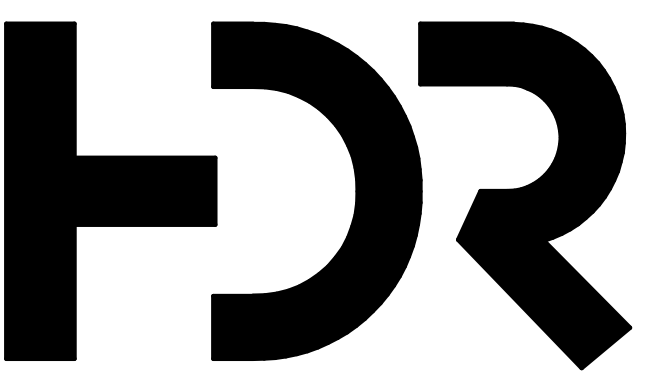
- A EXISTING MECHANICAL WORK IS INDICATED BY BEING SHOWN BOLD.
- B NEW MECHANICAL WORK IS INDICATED BY BEING SHOWN BOLD.
- C CONTRACTOR IS TO COORDINATE ALL WORK OF ALL TRADES AND COORDINATE WORKING TIME AND METHODS WITH THE OWNER TO INSURE THAT THE MINIMUM DISTURBANCE TO FACILITY FUNCTION WILL OCCUR.
- D CONTRACT DRAWINGS FOR MECHANICAL WORK ARE IN PART DIAGRAMATIC, INTENDED TO CONVEY THE BASIS OF DESIGN INTENT AND INDICATE GENERAL ARRANGEMENT OF EQUIPMENT, DUCTS, CONDUITS, PIPING, ETC. AND APPROXIMATE SIZES AND LOCATIONS OF EQUIPMENT AND OUTLETS. CONTRACTOR SHALL ATTEMPT TO FOLLOW THESE DRAWINGS TO FAMILIARIZE WITH ALL CONDITIONS AND SHALL VERIFY CLEARANCES AND DIMENSIONS. COORDINATE WORK WITH ALL OTHER TRADES AS CONDITIONS REQUIRE.
- E THE CONTRACTOR SHALL ORGANIZE CONSTRUCTION IN SUCH A MANNER THAT THERE IS NO INTERRUPTION TO FACILITY OPERATION. MASONRY DRILLING, DUST, OBSTRUCTION OF VEHICULAR OR PEDESTRIAN TRAFFIC, ETC. SHALL BE CONSTRUED AS INTERRUPTION OF FACILITY OPERATION. PROVIDE ADEQUATE NOTICE PRIOR TO ANY SHUT DOWN OR DISTURBANCE OF SPACE.
- F CONNECTIONS TO THE EXISTING SYSTEMS SHALL BE MADE SO THAT THE USE OF THESE SYSTEMS IS NOT INTERRUPTED WITHOUT THE OWNER'S APPROVAL AS TO THE TIME AND DURATION.
- G UNLESS SIZING IS INDICATED ON PLANS, LOW PRESSURE SUPPLY AIR DUCTWORK DOWNSTREAM OF AIR TERMINAL UNITS SHALL BE SIZED AT A MAXIMUM OF 1/2" FRICTION LOSS PER 100 FEET AND A MAXIMUM VELOCITY OF 1500 FPM.
- H CONNECTIONS TO DIFFUSERS, REGISTERS AND GRILLES SHALL BE AS SCHEDULED UNLESS OTHERWISE SHOWN ON THE PLANS.
- I FOR ALL DUCTWORK PENETRATIONS OF 1 HOUR FIRE RATED WALLS THAT DO NOT HAVE A FIRE DAMPER SHOWN, CONTRACTOR SHALL PROVIDE AND INSTALL A THROUGH PENETRATION LISTED ASSEMBLY IN ACCORDANCE WITH SPECIFICATION 01 84 00.
- J CONTRACTOR TO COORDINATE LOCATION OF ALL DIFFUSERS AND GRILLES WITH NEW AND EXISTING STRUCTURAL, ARCHITECTURAL, AND ELECTRICAL. ANY DEVIATIONS FROM THAT SHOWN SHALL BE COORDINATED WITH THE ENGINEER.
- K CONTRACTOR TO PROVIDE AN AIR TEST AND BALANCE REPORT PRIOR TO SYSTEM DEMOLITION TO PROJECT ENGINEER. AFTER RECONNECTING NEW WORK TO EXISTING SYSTEM, REBALANCE EXISTING GRILLES AND DIFFUSERS TO CFMS PRIOR TO DEMOLITION.
- L WHERE A SMOKE DAMPER IS INSTALLED WITHIN A DUCT, A SMOKE DETECTOR SHALL BE INSTALLED IN THE DUCT WITHIN 5 FEET OF THE DAMPER WITH NO AIR OUTLETS OR INLETS BETWEEN THE DETECTOR AND THE DAMPER.
- M INSTALL VOLUME DAMPER IN ALL RUNOUTS TO DIFFUSERS AND GRILLES.

**KEYNOTES**

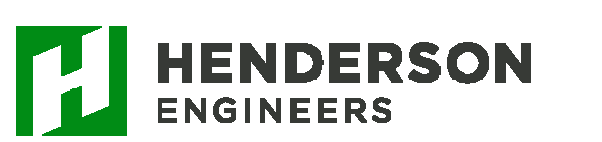
- M0 PROVIDE 1" ACUSTICAL DUCT LINING DOWNSTREAM OF VAV BOX.
- M1 FOR ALL LINEAR DIFFUSERS LOCATED SIDE BY SIDE, PROVIDE FACE WITH A CONTINUOUS SLOT FOR THE FULL LENGTH BLANK-OFF SECTIONS THAT ARE SHOWN SHALL BE INCLUDED IN THE CONTINUOUS FACE.
- M15 NEW LOCATION OF RELOCATED VAV BOX, PROVIDE CONNECTIONS AS SHOWN.
- M22 EXISTING EXHAUST TERMINAL BOX TO BE REBALANCED TO AIRFLOW SHOWN.
- M24 NEW DUCTWORK TO BE CONNECTED TO EXISTING MEDIUM PRESSURE DUCT MAIN.
- M25 NEW LOW PRESSURE DUCTWORK TO BE CONNECTED TO EXISTING VAV BOX.
- M26 NEW DUCT TAP TO BE CONNECTED TO EXISTING LOW PRESSURE DUCTWORK.
- M27 RETURN GRILLE AND ASSOCIATED DUCTWORK ARE OVER-SIZED COMPARED TO GRILLE SCHEDULE FOR ACUSTICAL TREATMENT. PROVIDE 1" ACUSTICAL DUCT LINING IN RETURN DUCT.
- M29 LOCATE FAN COIL UNIT SO IT IS NOT PLACED OVERHEAD OF ANY ELECTRICAL EQUIPMENT OR PANELS.
- M33 COMPLETE SCOPE WITHIN AREAS NOTED TO BE PHASE 2 THAT IS REQUIRED TO ALLOW FOR THE COMPLETION OF PHASE 1 DURING PHASE 1.



3/11/2025 4:58:45 PM Autodesk Docs/10368509\_UN\_Mechanical/Station: Rev: AC1/10368509/200 LEVEL HVAC/200 LEVEL HVAC - 200 LEVEL HVAC - 200 LEVEL HVAC



HDR Architecture  
HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.399.1000  
CA-0481



**NORTH STADIUM - 200 LEVEL RENOVATIONS**

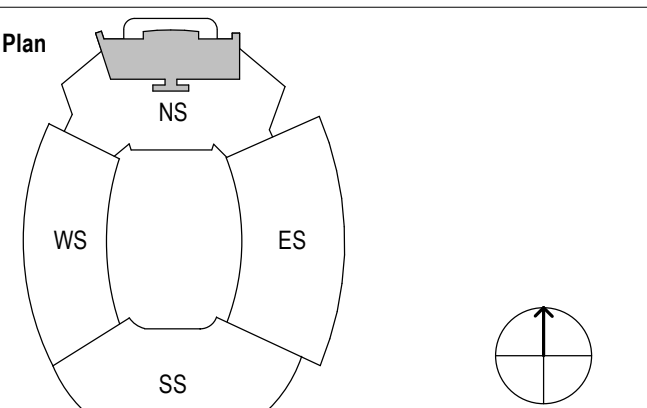
One Memorial Stadium Drive  
Lincoln, NE 68588



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Cole Wycoff / Eric Maxwell
Project Architect	Matthew Kuhn / Kyle Ulrich
Landscape Architect	Jennifer Seacrest
Civil Engineer	Eric Bright
Structural Engineer	John Savage / Matthew Farber
Mechanical Engineer	Mitch Han
Electrical Engineer	Randall Niehaus
Plumbing Engineer	Brian Lambright
Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Eric Corry
Audio/Visual Engineer	Randall Niehaus
Lighting Designer	Alexis Van Holland
Food Service	Ryan Borjesson

MARK	DATE	DESCRIPTION
1	03/11/2024	AS1
2	05/12/2025	AS1/02
3	03/11/2025	AS1/03

Project Number: 10366859  
Original Issue: 11/25/2024

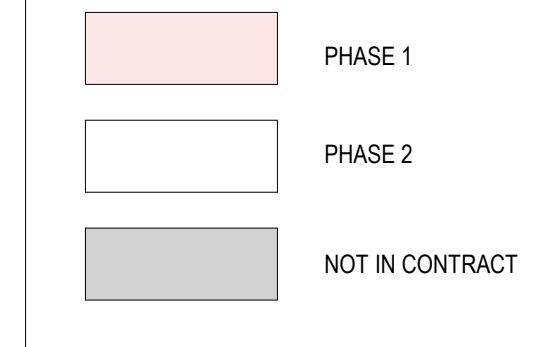


Sheet Name:  
**200 LEVEL - MECHANICAL PIPING PLAN**

Sheet Number:  
**MP-102**

Project Status:  
CONSTRUCTION DOCUMENTS

**PHASING LEGEND**



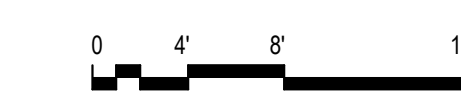
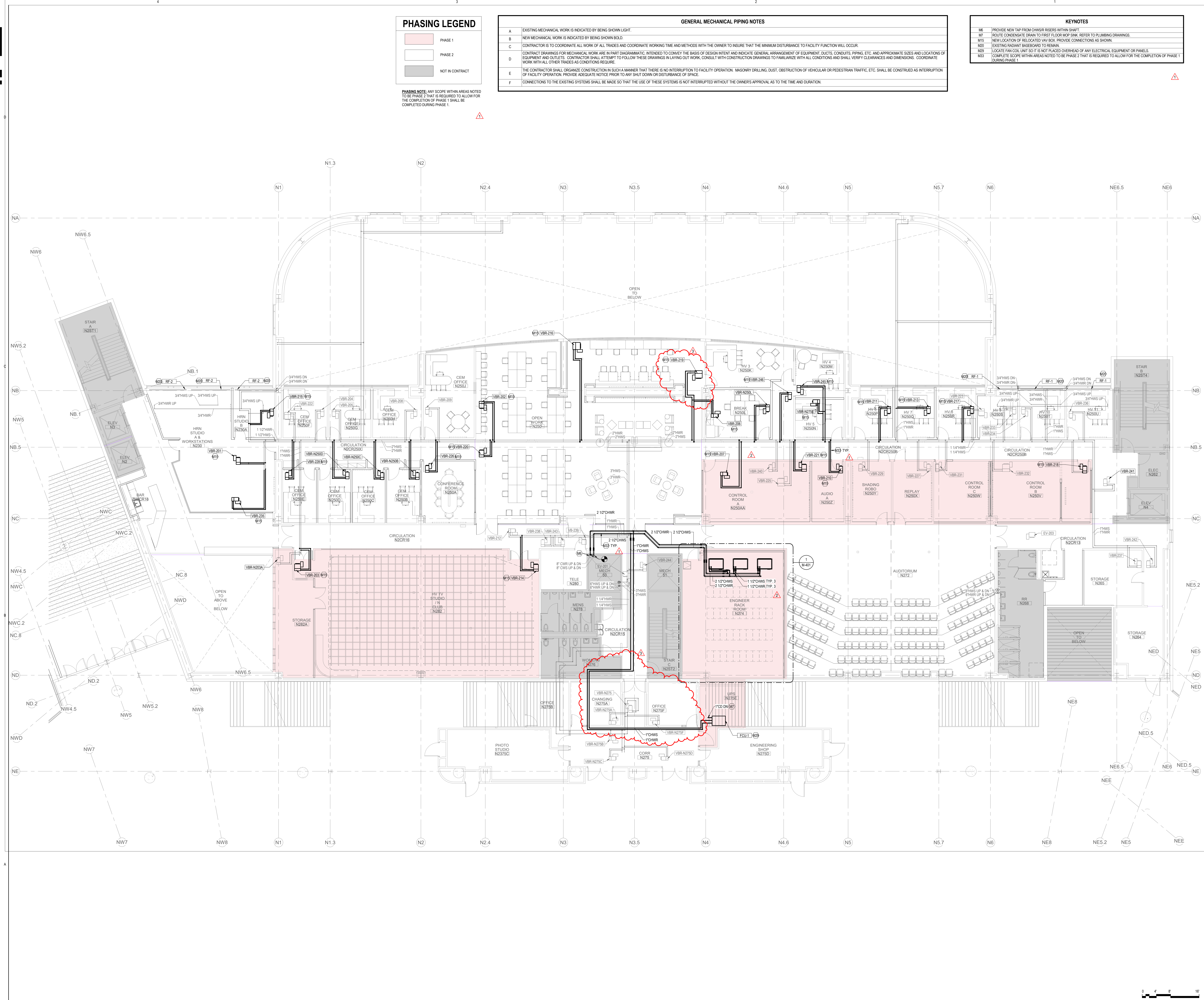
**PHASING NOTE:** ANY SCOPE WITHIN AREAS NOTED TO BE PHASE 2 THAT IS REQUIRED TO ALLOW FOR THE COMPLETION OF PHASE 1 SHALL BE COMPLETED DURING PHASE 1.

**GENERAL MECHANICAL PIPING NOTES**

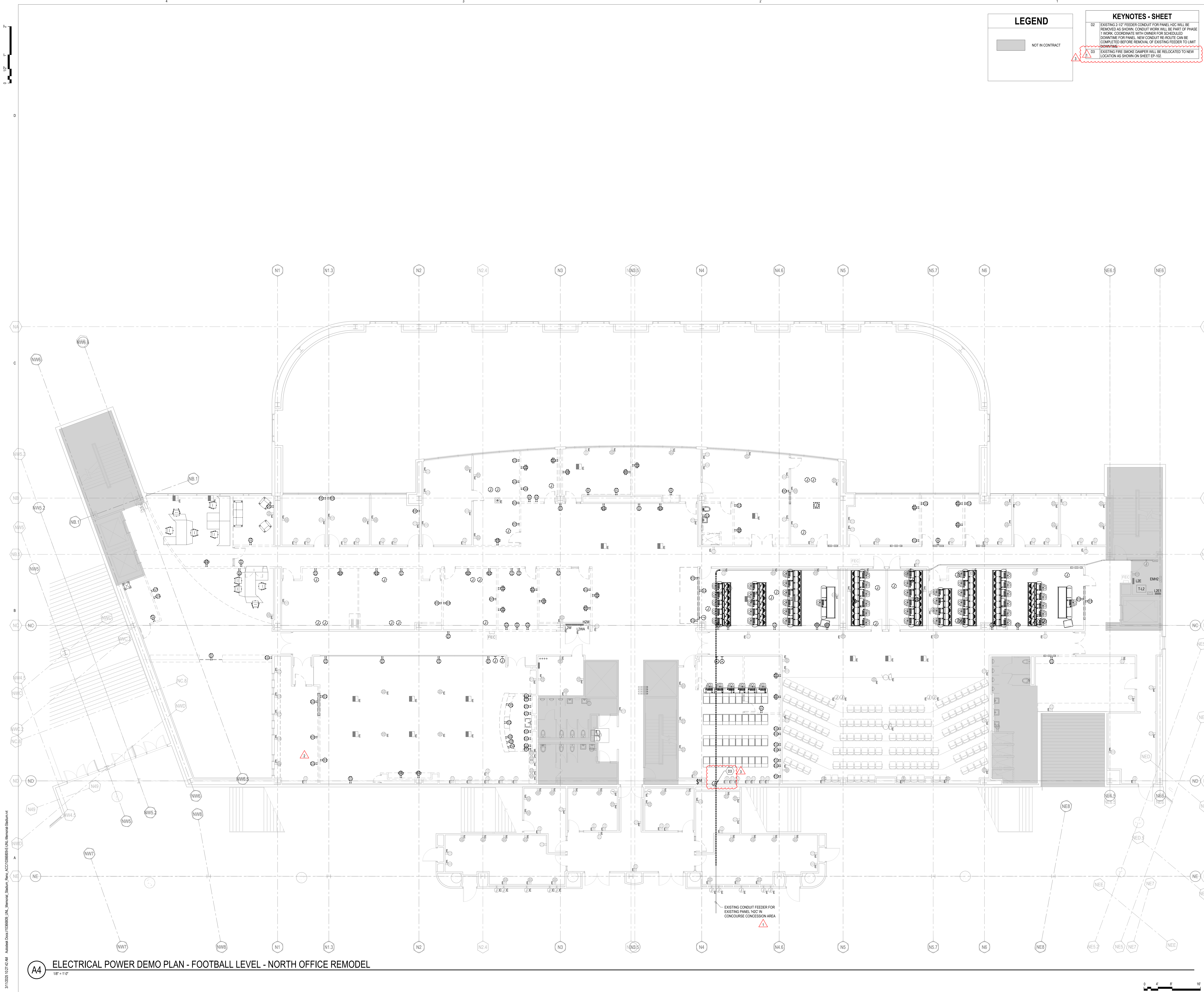
- A EXISTING MECHANICAL WORK IS INDICATED BY BEING SHOWN LIGHT.
- B NEW MECHANICAL WORK IS INDICATED BY BEING SHOWN BOLD.
- C CONTRACTOR IS TO COORDINATE ALL WORK OF ALL TRADES AND COORDINATE WORKING TIME AND METHODS WITH THE OWNER TO INSURE THAT THE MINIMUM DISTURBANCE TO FACILITY FUNCTION WILL OCCUR.
- D CONTRACT DRAWINGS FOR MECHANICAL WORK ARE IN PART DIAGRAMMATIC, INTENDED TO CONVEY THE BASIS OF DESIGN INTENT AND INDICATE GENERAL ARRANGEMENT OF EQUIPMENT, DUCTS, CONDUITS, PIPING, ETC. AND APPROXIMATE SIZES AND LOCATIONS OF EQUIPMENT AND OUTLETS. CONTRACTOR SHALL ATTEMPT TO FOLLOW THESE DRAWINGS IN LAYING OUT WORK, CONSULT WITH CONSTRUCTION DRAWINGS TO FAMILIARIZE WITH ALL CONDITIONS AND SHALL VERIFY CLEARANCES AND DIMENSIONS. COORDINATE WORK WITH ALL OTHER TRADES AS CONDITIONS REQUIRE.
- E THE CONTRACTOR SHALL ORGANIZE CONSTRUCTION IN SUCH A MANNER THAT THERE IS NO INTERRUPTION TO FACILITY OPERATION. MASONRY DRILLING, DUST, OBSTRUCTION OF VEHICULAR OR PEDESTRIAN TRAFFIC, ETC. SHALL BE CONSIDERED AS INTERRUPTION OF FACILITY OPERATION. PROVIDE ADEQUATE NOTICE PRIOR TO ANY SHUT DOWN OR DISTURBANCE OF SPACE.
- F CONNECTIONS TO THE EXISTING SYSTEMS SHALL BE MADE SO THAT THE USE OF THESE SYSTEMS IS NOT INTERRUPTED WITHOUT THE OWNER'S APPROVAL AS TO THE TIME AND DURATION.

**KEYNOTES**

- M6 PROVIDE NEW TAP FROM CHWSR RISERS WITHIN SHAFT.
- M7 ROUTE CONDENSATE DRAIN TO FIRST FLOOR DRAIN. REFER TO PLUMBING DRAWINGS.
- M15 NEW LOCATION OF RELOCATED VAV BOX. PROVIDE CONNECTIONS AS SHOWN.
- M20 EXISTING RADIANT BASEBOARD TO REMAIN.
- M29 LOCATE FAV COIL UNIT SO IT IS NOT PLACED OVERHEAD OF ANY ELECTRICAL EQUIPMENT OR PANELS.
- M33 COMPLETE SCOPE WITHIN AREAS NOTED TO BE PHASE 2 THAT IS REQUIRED TO ALLOW FOR THE COMPLETION OF PHASE 1 DURING PHASE 1.



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**LEGEND**

NOT IN CONTRACT

**KEYNOTES - SHEET**

D2 EXISTING 2-1/2" FEEDER CONDUIT FOR PANEL 100C WILL BE REMOVED AS SHOWN. CONDUIT WORK WILL BE PART OF PHASE 1 WORK. COORDINATE WITH OWNER FOR SCHEDULED DOWNTIME FOR PANEL. NEW CONDUIT RE-ROUTE CAN BE COMPLETED BEFORE REMOVAL OF EXISTING FEEDER TO LIMIT DOWNTIME.

D3 EXISTING FIRE SMOKE DAMPER WILL BE RELOCATED TO NEW LOCATION AS SHOWN ON SHEET EP-102.

**HDR**

HDR Architecture  
HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.399.1000  
CA-0481

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**WJHW**

**olsson**

**HENDERSON ENGINEERS**

**NORTH STADIUM - 200 LEVEL RENOVATIONS**

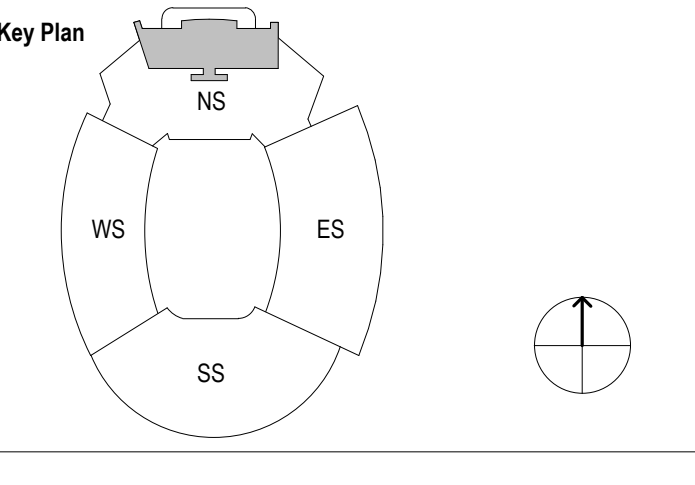
One Memorial Stadium Drive  
Lincoln, NE 68588

UNIVERSITY OF  
**Nebraska**  
Lincoln

**Project Manager** Xin Zhao / Darren Nelson  
**Project Designer** Cole Wyoff / Eric Maxwell  
**Project Architect** Matthew Kuhn / Kyle Linsch  
**Landscape Architect** Jennifer Seacrest  
**Civil Engineer** Erin Bright  
**Structural Engineer** John Savage  
**Mechanical Engineer** Mech Han  
**Electrical Engineer** Randall Niehaus  
**Plumbing Engineer** Brian Lambright  
**Fire Protection Engineer** Brian Lambright  
**IT/Comm Engineer** Eric Cong  
**Audio/Visual Engineer** Randall Niehaus  
**Lighting Designer** Alexa Van Holland  
**Interior Designer** Ryan Harp

MARK	DATE	DESCRIPTION
1	03/12/2024	AS1
2	03/12/2025	ASI 002
3	03/11/2025	ASI 003

**Project Number** 1036809  
**Original Issue** 11/22/2024



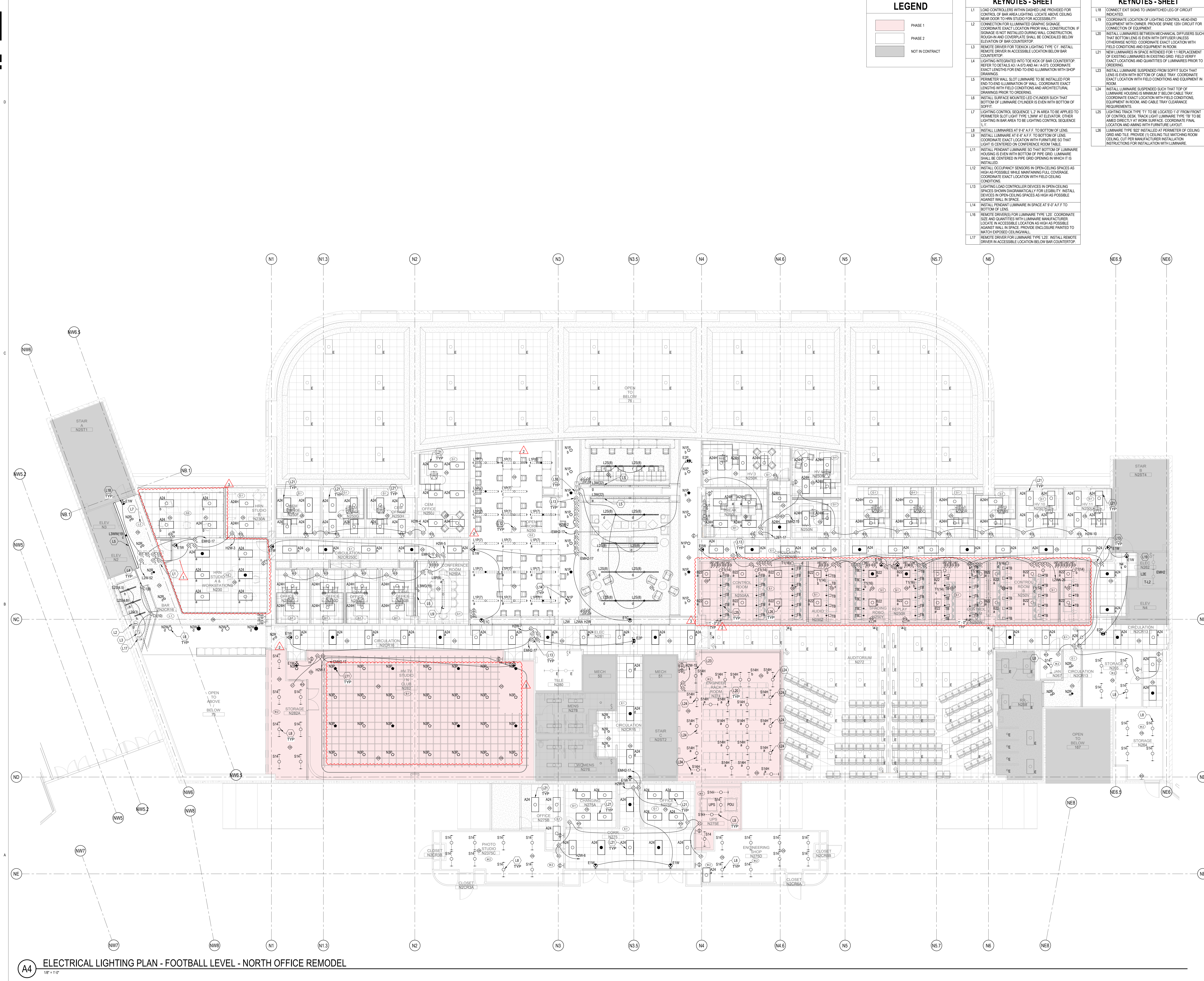
Sheet Name  
**ELECTRICAL POWER DEMO PLAN - FOOTBALL LEVEL - NORTH OFFICE REMODEL**  
**EPD-102**

**Project Status**  
CONSTRUCTION DOCUMENTS

**A4** ELECTRICAL POWER DEMO PLAN - FOOTBALL LEVEL - NORTH OFFICE REMODEL  
1/8" = 1'-0"

3/11/2025 10:27:42 AM Addendum Doc:110326020 UN\_Memorial Stadium\_Renov\_ACC10326020 UN\_Memorial Stadium.dwg

3/10/2024 10:58:01 AM Addendum Doc:110326809\_LIN\_Memorial\_Stadium\_Rev\_00110326809-PLAN\_Memorial\_Stadium.dwg



**LEGEND**

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<span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black;"></span>	NOT IN CONTRACT

**KEYNOTES - SHEET**

- L1 LOAD CONTROLLERS WITHIN DASHED LINE PROVIDED FOR CONTROL OF BAR AREA LIGHTING. LOCATE ABOVE CEILING NEAR DOOR TO HRN STUDIO FOR ACCESSIBILITY.
- L2 CONNECTION FOR ILLUMINATED GRAPHIC SIGNAGE. COORDINATE EXACT LOCATION PRIOR WALL CONSTRUCTION. IF SIGNAGE IS NOT INSTALLED DURING WALL CONSTRUCTION, SIGNAGE AND COVER PLATE SHALL BE CONCEALED BELOW ELEVATION OF BAR COUNTERTOP.
- L3 REMOTE DRIVER FOR TORIEX LIGHTING TYPE L1. INSTALL REMOTE DRIVER IN ACCESSIBLE LOCATION BELOW BAR COUNTERTOP.
- L4 LIGHTING INTEGRATED INTO THE KICK OF BAR COUNTERTOP. REFER TO DETAILS A1.1(A.2) AND A1.1(A.2). COORDINATE EXACT LENGTHS FOR END-TO-END ILLUMINATION WITH SHOP DRAWINGS.
- L5 PERIMETER WALL SLOT LUMINAIRE TO BE INSTALLED FOR END-TO-END ILLUMINATION OF WALL. COORDINATE EXACT LENGTHS WITH FIELD CONDITIONS AND ARCHITECTURAL DRAWINGS PRIOR TO ORDERING.
- L6 INSTALL SURFACE MOUNTED LED CYLINDER SUCH THAT BOTTOM OF LUMINAIRE CYLINDER IS EVEN WITH BOTTOM OF SOFFIT.
- L7 LIGHTING CONTROL SEQUENCE L7 IN AREA TO BE APPLIED TO PERIMETER SLOT LIGHT TYPE L3WV AT ELEVATOR. OTHER LIGHTING IN BAR AREA TO BE LIGHTING CONTROL SEQUENCE L7.
- L8 INSTALL LUMINAIRES AT 6' 0" A.F.F. TO BOTTOM OF LENS.
- L9 COORDINATE EXACT LOCATION WITH FURNITURE SO THAT LIGHT IS CENTERED ON CONFERENCE ROOM TABLE.
- L10 INSTALL PENDANT LUMINAIRE SO THAT BOTTOM OF LUMINAIRE HOUSING IS EVEN WITH BOTTOM OF PIPE GRID. LUMINAIRE SHALL BE CENTERED IN PIPE GRID OPENING IN WHICH IT IS INSTALLED.
- L11 INSTALL LUMINAIRE AT 9' 0" A.F.F. TO BOTTOM OF LENS.
- L12 INSTALL OCCUPANCY SENSORS IN OPEN-CEILING SPACES AS HIGH AS POSSIBLE WHILE MAINTAINING FULL COVERAGE. COORDINATE EXACT LOCATION WITH FIELD CEILING CONDITIONS.
- L13 LIGHTING LOAD CONTROLLER DEVICES IN OPEN-CEILING SPACES SHOWN DIAGRAMMATICALLY FOR LEGIBILITY. INSTALL DEVICES IN OPEN-CEILING SPACES AS HIGH AS POSSIBLE AGAINST WALL IN SPACE.
- L14 INSTALL PENDANT LUMINAIRE IN SPACE AT 9' 0" A.F.F. TO BOTTOM OF LENS.
- L15 REMOTE DRIVERS FOR LUMINAIRE TYPE L3C. COORDINATE SIZE AND QUANTITIES WITH LUMINAIRE MANUFACTURER. LOCATE IN ACCESSIBLE LOCATION AS HIGH AS POSSIBLE AGAINST WALL IN SPACE. PROVIDE ENCLOSURE PAINTED TO MATCH EXPOSED CEILING/WALL.
- L17 REMOTE DRIVER FOR LUMINAIRE TYPE L3S. INSTALL REMOTE DRIVER IN ACCESSIBLE LOCATION BELOW BAR COUNTERTOP.

**KEYNOTES - SHEET**

- L18 CONNECT EXIT SIGNS TO UNSWITCHED LEG OF CIRCUIT INDICATED.
- L19 COORDINATE LOCATION OF LIGHTING CONTROL HEAD-END EQUIPMENT WITH OWNER. PROVIDE SPARE 120V CIRCUIT FOR CONNECTION OF EQUIPMENT.
- L20 INSTALL LUMINAIRES BETWEEN MECHANICAL DIFFUSERS SUCH THAT BOTTOM LENS IS EVEN WITH DIFFUSER UNLESS OTHERWISE NOTED. COORDINATE EXACT LOCATION WITH FIELD CONDITIONS AND EQUIPMENT IN ROOM.
- L21 NEW LUMINAIRES IN SPACE INTENDED FOR 1' REPLACEMENT OF EXISTING LUMINAIRES IN EXISTING GRID. FIELD VERIFY EXACT LOCATIONS AND QUANTITIES OF LUMINAIRES PRIOR TO ORDERING.
- L22 INSTALL LUMINAIRE SUSPENDED FROM SOFFIT SUCH THAT LENS IS EVEN WITH BOTTOM OF CABLE TRAY. COORDINATE EXACT LOCATION WITH FIELD CONDITIONS AND EQUIPMENT IN ROOM.
- L23 INSTALL LUMINAIRE SUSPENDED SUCH THAT TOP OF LUMINAIRE HOUSING IS MINIMUM 7" BELOW CABLE TRAY. COORDINATE EXACT LOCATION WITH FIELD CONDITIONS, EQUIPMENT IN ROOM, AND CABLE TRAY CLEARANCE REQUIREMENTS.
- L25 LIGHTING TRACK TYPE T1 TO BE LOCATED 1'-0" FROM FRONT OF CONTROL DESK. TRACK LIGHT LUMINAIRE TYPE T8 TO BE HUNG DIRECTLY AT WORK SURFACE. COORDINATE FINAL LOCATION AND AMING WITH FURNITURE LAYOUT.
- L26 LUMINAIRE TYPE B2Z INSTALLED AT PERIMETER OF CEILING GRID AND TILE. PROVIDE (1) CEILING TILE MATCHING ROOM CEILING. CUT PER MANUFACTURER INSTALLATION INSTRUCTIONS FOR INSTALLATION WITH LUMINAIRE.

**A4 ELECTRICAL LIGHTING PLAN - FOOTBALL LEVEL - NORTH OFFICE REMODEL**  
1/8" = 1'-0"



**NORTH STADIUM - 200 LEVEL RENOVATIONS**

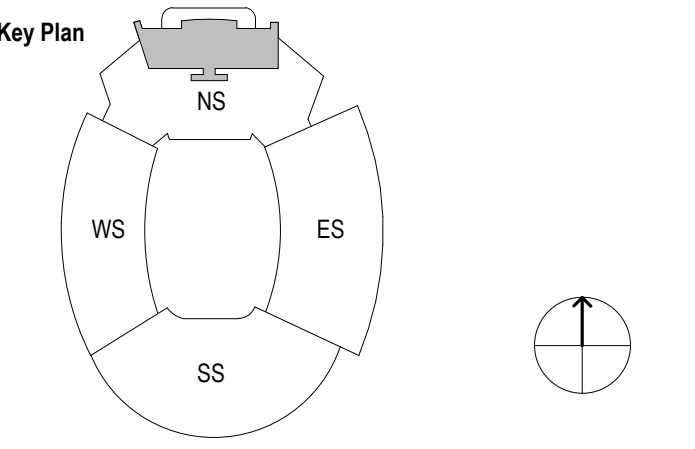
One Memorial Stadium Drive  
Lincoln, NE 68588



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Cole Wycoff / Eric Maxwell
Project Architect	Matthew Kuhn / Kyle Linnah
Landscape Architect	Jennifer Seacrest
Civil Engineer	Em Bright
Structural Engineer	John Seavage
Mechanical Engineer	Math Han
Electrical Engineer	Randall Nehaus
Plumbing Engineer	Brian Lambright
Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Eric Coong
Audio/Visual Engineer	Randall Nehaus
Interior Designer	Alex Van Holand
Food Service	Ryan Hottel

MARK	DATE	DESCRIPTION
1	03/10/24	AS1 001
2	02/12/2025	AS1 002
3	03/11/2025	AS1 003

Project Number	10366809
Original Issue	11/22/2024

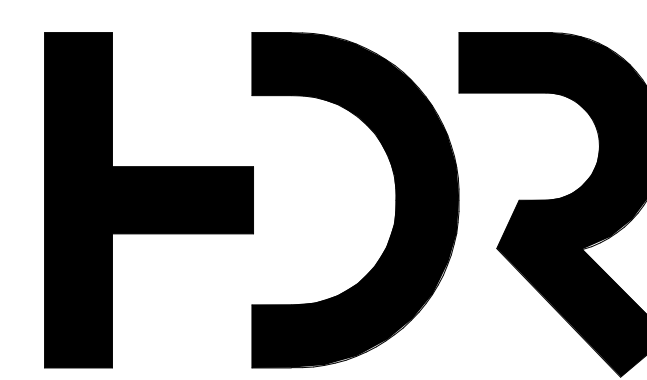


Sheet Name  
**ELECTRICAL LIGHTING PLAN - FOOTBALL LEVEL - NORTH OFFICE REMODEL**

Sheet Number  
**EL-102**

Project Status  
CONSTRUCTION DOCUMENTS

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HDR Architecture  
 HDR Great Plains Studio  
 1917 S 67th St  
 Omaha, NE 68106  
 402.259.1000  
 CA-0481



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**NORTH STADIUM - 200 LEVEL RENOVATIONS**

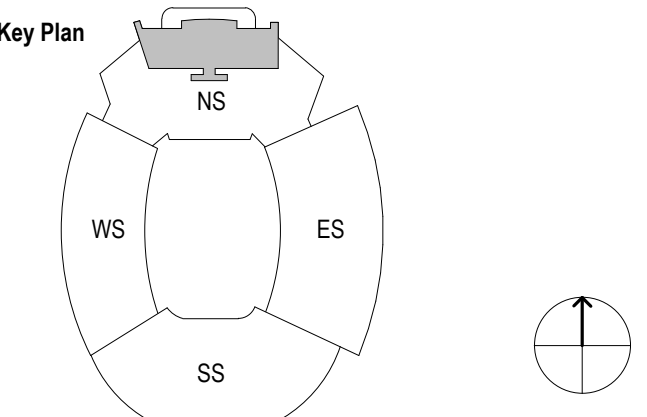
One Memorial Stadium Drive  
 Lincoln, NE 68588



Project Manager	Xin Zhao / Darren Nelson
Project Designer	Cole Wysocki / Eric Maxwell
Project Architect	Matthew Kuhn / Kyle Linsch
Landscape Architect	Jennifer Seacrest
Civil Engineer	Em Bright
Structural Engineer	John Seavage
Mechanical Engineer	Math Han
Electrical Engineer	Randall Nebus
Plumbing Engineer	Brian Lambright
Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Eric Cong
Audio/Visual Engineer	Randall Nebus
Lighting Designer	Alex Van Holand
Interior Designer	Ryan Rupp

MARK	DATE	DESCRIPTION
1	03/10/24	AS1
2	09/12/2025	AS1 02
3	03/11/2025	AS1 03

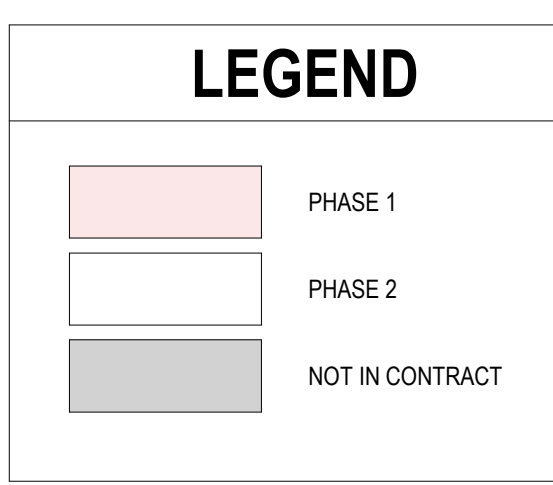
Project Number	1036809
Original Issue	11/22/2024



Sheet Name  
**ELECTRICAL POWER PLAN - FOOTBALL LEVEL - NORTH OFFICE REMODEL**

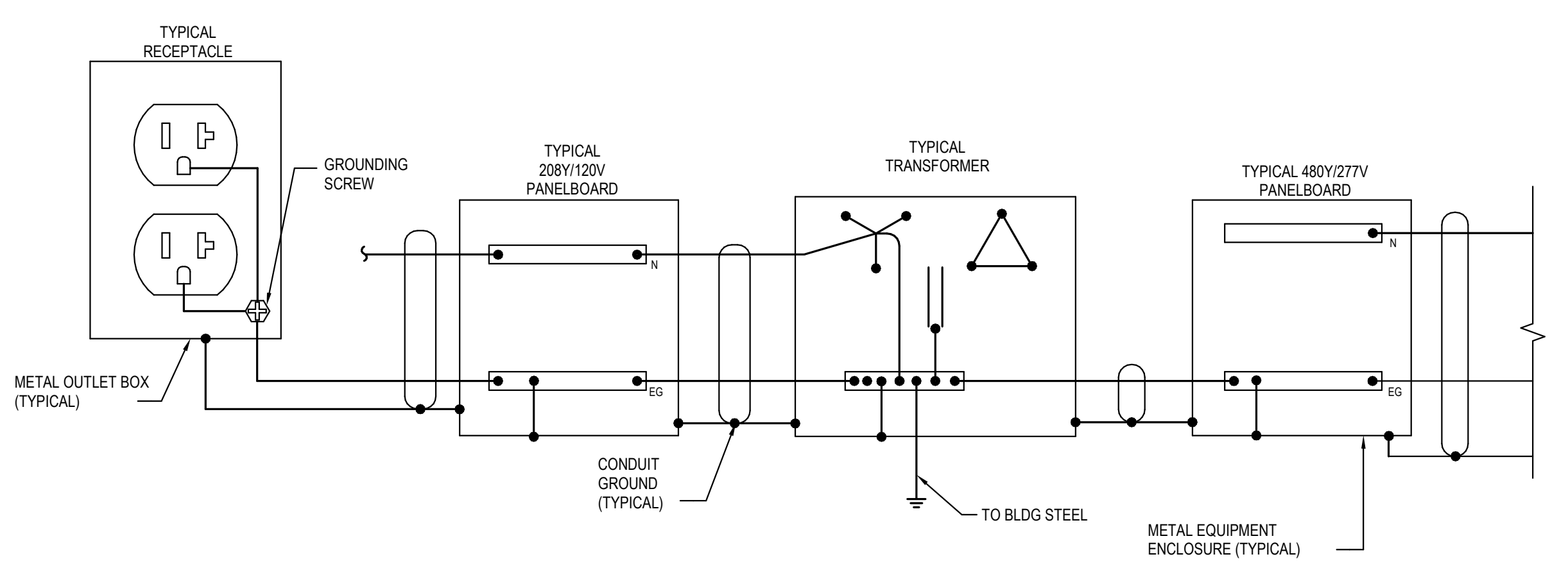
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Project Status  
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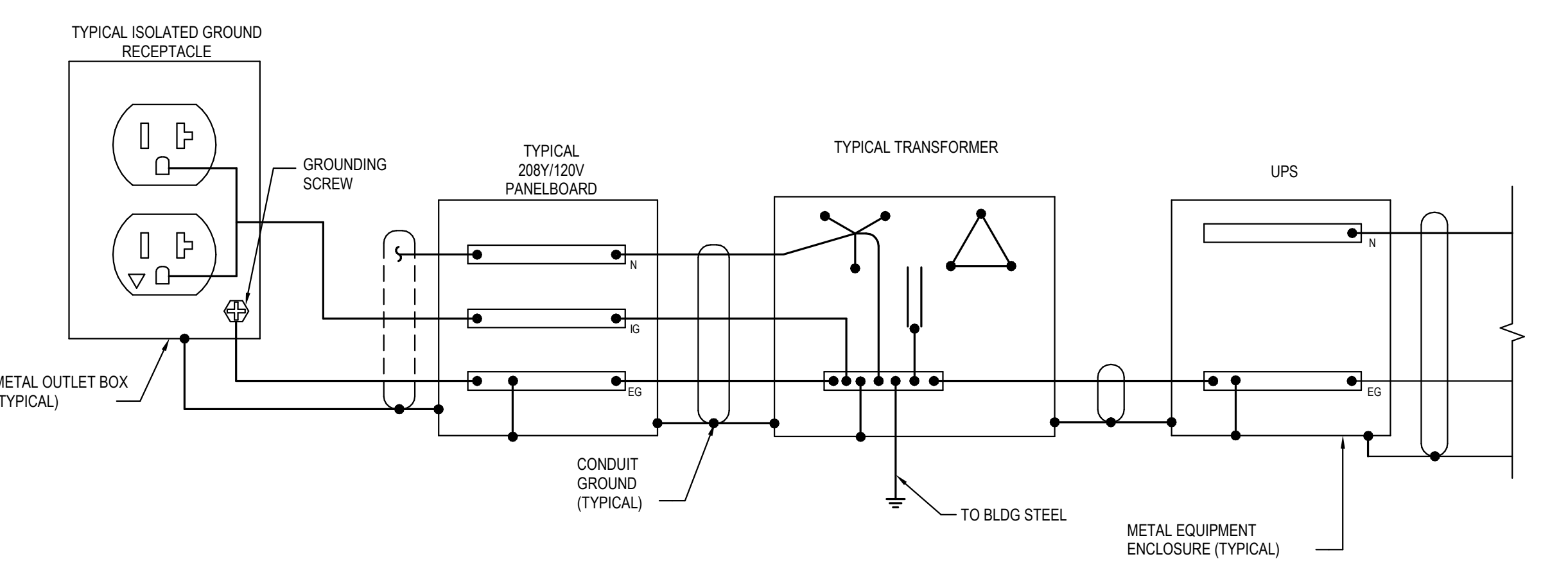


- KEYNOTES - SHEET**
- P4 PROVIDE RECEPTACLE FOR WALL MOUNTED MONITOR. COORDINATE RECEPTACLE WITH MONITOR HEIGHT AND BRACKET.
  - P5 PROVIDE RECEPTACLE TO POWER ROW OF WORKSTATIONS. ANY INSTALLER WILL PROVIDE INTEGRATED PLUG STRIP TO CONNECT TO RECEPTACLE. SEAL BACKBOX WITH ACCUSTICAL PUTTY.
  - P6 MOUNT RECEPTACLE HORIZONTAL ALONG COUNTERTOP.
  - P7 INSTALL LINE VOLTAGE TOGGLE SWITCHES ADJACENT TO LIGHTING CONTROL DEVICES. TOGGLE SWITCHES WILL BE IN THE SAME JUNCTION BOX SEPARATE FROM THE LIGHTING CONTROL DEVICES. COORDINATE LOCATION WITH LIGHTING CONTROL DEVICES. TOGGLE SWITCHES AND COVERPLATE WILL BE BLACK. INSTALL OFFIC TOGGLE SWITCH GUARDS FOR LINE VOLTAGE SWITCHES.
  - P8 CONNECT TO EXISTING CIRCUIT.
  - P9 COORDINATE INSTALLATION OF CONDUIT ROUTE FOR POKE THRU DEVICE WITH EXISTING 1ST LEVEL CEILING.
  - P10 PROVIDE MULTIFUNCTION ENCLOSURE FOR WALL MONITOR. MULTIFUNCTION ENCLOSURE WILL HOUSE ONE DUPLEX RECEPTACLE AND TELECOMMUNICATION OUTLETS. COORDINATE PLACEMENT OF ENCLOSURE WITH MONITOR HEIGHT AND BRACKET. REFER TO SPECIFICATION SECTION 26.03.34 FOR MORE INFORMATION. REFER TO TELECOMMUNICATION DRAWINGS FOR TELECOMMUNICATION OUTLETS.
  - P11 PROVIDE WIREMOLD RING SERIES RACEWAY MOUNTED TO UNISTRUT ABOVE LIGHTING PIPE GRID. PROVIDE RECEPTACLES IN RACEWAY THAT ARE SPACED 4'-0" APART. BASE OF RACEWAY SHALL BE MOUNTED PERPENDICULAR TO THE FLOOR SO THE RECEPTACLES ARE FACING THE WALL.
  - P12 RECEPTACLE AND COVERPLATE COLOR ALONG WALL WILL BE BLACK.
  - P13 RECEPTACLE COLOR ALONG WALL WILL BE GREY AND COVERPLATE WILL BE STAINLESS STEEL.
  - P14 RECEPTACLES, COVERPLATES AND CONDUIT IN EXPOSED CEILING WILL BE BLACK.
  - P15 CONNECT 120V POWER TO ACCESS CONTROL PANEL FROM A SPARE 20A/1 POLE CIRCUIT BREAKER IN PANEL EML2.
  - P16 PROVIDE GROUND BAR AND CONNECT GROUND BAR TO MAIN GROUND BAR. REFER TO DETAIL ON COORDINATION WITH OWNER FOR LOCATION OF MAIN GROUND BAR.
  - P19 PROVIDE ONE NEW 1/2" FEEDER CONDUIT FOR PANEL 10C. PROVIDE PULL BOX SIZE PER NEC AND SPLICE CONDUCTORS IN PULL BOX. NEW CONDUIT SIZES SHALL MATCH EXISTING. WORK WILL BE PART OF PHASE 1. COORDINATE WITH EXISTING AND NEW DUCTWORK AND PIPING WHEN INSTALLING CONDUIT. CONDUIT CAN BE INSTALLED BEFORE REMOVAL OF EXISTING CONDUIT TO LIMIT DOWNTIME. CONDUIT IN EXPOSED CEILING WILL BE PAINTED BLACK. SEAL CONDUIT THAT PENETRATES ANY FIRE WALLS.
  - P20 FEED DOUBLE DUPLEX RECEPTACLE WITH ISOLATED GROUND WITH TWO DEDICATED 120V CIRCUITS FROM PANEL AL2N.
  - P21 PROVIDE 120V CONNECTION TO HEAT TRACE CONTROL PANEL.
  - P22 PROVIDE 120V POWER TO RELOCATED FIRE SMOKE DAMPER FROM EXISTING FIRE SMOKE DAMPER CIRCUIT IN PANEL L2WA. COORDINATE WITH MECHANICAL CONTRACTOR FOR FINAL LOCATION OF DAMPER.

**D4 GROUNDING BUSBAR DETAIL**  
 NTS



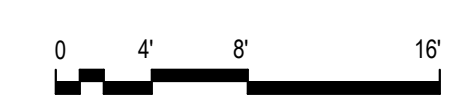
**C3 TYPICAL ISOLATION GROUNDING DETAIL**  
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**C4 TYPICAL DISTRIBUTION GROUNDING DETAIL**  
 NO SCALE



**A4 ELECTRICAL POWER PLAN - FOOTBALL LEVEL - NORTH OFFICE REMODEL**  
 1/8" = 1'-0"



ELEVATOR & MECHANICAL EQUIPMENT SCHEDULE

Table with columns: MARK, DESCRIPTION, LOCATION, VOLTS, PHASE, HP, AMPS, VA, PANEL/BRANCH, CB SIZE, FEEDER SIZE, CONNECTION, NOTES. Includes entries for CRAH-1, CRAH-2, CRAH-3, and FCU-01.

GENERAL NOTES:

NOTES:

LIGHTING EQUIPMENT SCHEDULE

Main table for lighting equipment schedule with columns: TAG, DESCRIPTION, BASIS OF DESIGN (1), ALTERNATE (1), LAMP TYPE, INPUT LOAD (W), INPUT LOAD (W/F), VOLTAGE, MOUNTING (2), FINISH, COLOR TEMP (K), MIN. CRI, DELIVERED LUMENS, L70 (HOURS), DRIVER, REMARKS. Contains multiple rows for various lighting fixtures.

LIGHTING EQUIPMENT SCHEDULE GENERAL NOTES

- a. VERIFY COMPLETE LUMINAIRE CATALOG NUMBER AND INSTALLATION REQUIREMENTS PRIOR TO ORDERING.
b. CEILING MOUNTED LUMINAIRE TYPES SHALL HAVE LUMINAIRE COORDINATED WITH GRID TYPE OR CEILING MATERIAL TYPE.
c. COORDINATE LUMINAIRE VOLTAGE WITH CIRCUITING. SEE LIGHTING PLANS.
d. IN ORDER TO ACHIEVE PROPER DIMMER PERFORMANCE, THE DRIVERS SHALL BE COMPATIBLE WITH THE LIGHTING CONTROL SYSTEM PROVIDED.

LIGHTING EQUIPMENT SCHEDULE REMARKS

- 1. BASIS OF DESIGN MANUFACTURER AND SERIES ARE INDICATED. MANUFACTURERS IN 'ALTERNATES' COLUMN ARE OPTIONAL. REFER TO SPECIFICATIONS FOR SUBSTITUTION REQUIREMENTS.
2. COORDINATE LUMINAIRE MOUNTING WITH CEILING CONSTRUCTION. PROVIDE FLANGED TRIMS FOR RECESSED LUMINAIRES UNLESS NOTED OTHERWISE. COORDINATE FLANGES WITH CEILING CONTRACTOR FOR COMPATIBILITY. SEE SPECIFICATIONS.
3. PROVIDE CHEVRONS PER ELECTRICAL PLANS.

LIGHTING CONTROL SEQUENCE OF OPERATIONS SCHEDULE

Table for lighting control sequence of operations with columns: Sequence, Task Turning, Central Time Clock, Occupant Control, Photocontrol, Wall Control. Includes rows for CONFERENCE ROOM, CORRIDOR, LOBBY, etc.

General Notes:

- a. DAYLIGHT RESPONSIVE CONTROL ONLY ACTIVATES WHEN OCCUPANCY FOR THE SPECIFIED AREA IS DETECTED.
b. EMERGENCY LIGHTING SHALL BE CONTROLLED WITH ADJACENT NORMAL LIGHTING.
c. DAYLIGHT ZONES SHALL BE CAPABLE OF AUTOMATIC CONTINUOUS DIMMING TO 15% OF 'DAY' STATE VIA PHOTOCELL.

Schedule Notes:

- 1. LIGHTS SHALL BE TIME CLOCK 'ON' DURING CLIENT SPECIFIED HOURS AT 'DAY' STATE. AFTER HOURS, LIGHTS SHALL BE OCCUPANCY SENSOR AUTO-ON TO 'NIGHT' STATE.
2. LIGHTS SHALL BE TIME CLOCK 'ON' DURING CLIENT SPECIFIED HOURS AT 'DAY' STATE AND 'TIME CLOCK 'ON' DURING CLIENT SPECIFIED HOURS AT 'NIGHT' STATE.

COMcheck Software Version 4.1.5.5 Interior Lighting Compliance Certificate

Table for interior lighting compliance certificate with columns: Area Category, Floor Area (R2), Allowed Watts / R2, Allowed Watts (B X C), D (C X C), E (C X D). Includes a list of fixtures and their wattage.

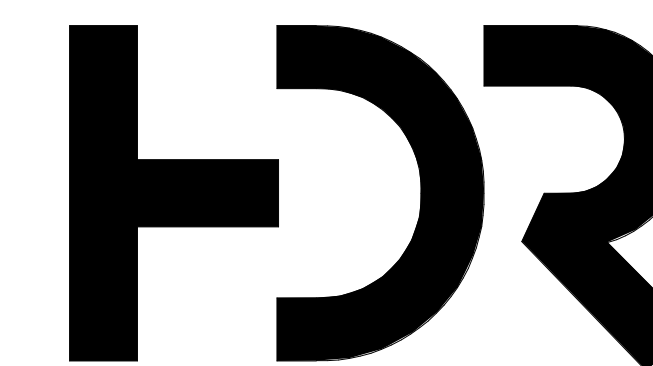
Project Title: IQMAPR-F510Newforma\30741103668095\_0\_Proj\_Devel\_2\_WIP\Lighting\9\_ComCheckUNL- Memorial - ComCheck - 2024.11.21.cvs

Interior Lighting PASSES

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2018 IECC requirements as ComCheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Project Manager: Xiu Zhao / Darren Nielsen, Project Designer: Cole Wyzoff / Eric Maxwell, Project Architect: Matthew Kuhn / Kyle Ulsch, Landscape Architect: Jennifer Saesest, Civil Engineer: Erin Bright, Structural Engineer: John Savage, Mechanical Engineer: Matt Han, Electrical Engineer: Randall Nehaus, Plumbing Engineer: Brian Lambright, Fire Protection Engineer: Brian Lambright, IT/Comms Engineer: Eric Cong, Audio/Visual Engineer: Randall Nehaus, Lighting Designer: Awan Van Hooland, Food Service: Ryan Storgap.



HDR Architecture
HDR Great Plains Studio
1917 S 67th St
Omaha, NE 68106
402.259.1000
CA-0481



NORTH STADIUM - 200 LEVEL RENOVATIONS

One Memorial Stadium Drive
Lincoln, NE 68588



Table with columns: Project Manager, Project Designer, Project Architect, Landscape Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Electrical Engineer, Plumbing Engineer, Fire Protection Engineer, IT/Comms Engineer, Audio/Visual Engineer, Lighting Designer, Food Service.

MARK DATE DESCRIPTION

Table with columns: MARK, DATE, DESCRIPTION. Includes entries for 1. 03/10/2025, ASI 002 and 2. 03/12/2025, ASI 003.

Table with columns: Project Number, Original Issue. Includes entry for 1036809, 11/22/2024.

Key Plan

Sheet Name

ELECTRICAL SCHEDULES

Sheet Number

E-701

Project Status

CONSTRUCTION DOCUMENTS



11/22/2024

1" = 1' 0"

EXISTING PANELBOARD NO: <b>EMH2</b>												Emergency Branch											
SECTION: 1 of 1		MOUNTING: Surface				VOLTAGE: 480Y/277				PHASE: 3				BUS: 100 A									
LOCATION: ELEC N262		WIRE: 4				MIN. INTERRUPTING RATING: 65.00 kAIC Available				WIRE: 4				MAIN: 1003 MLO									
FED FROM: Distribution Panel 'EDP'		200% NEUTRAL: No				INTEGRAL SURGE SUPPRESSION: No				WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available									
CKT NO.	DESCRIPTION	LOAD (VA)				CIRCUIT BREAKER	PHASE	CIRCUIT BREAKER				LOAD (VA)				DESCRIPTION	CKT NO.						
		LTS	REC	CONT	NCONT			AMPS	POLES	AMPS	POLES	LTS	REC	CONT	NCONT								
1	Spare						A	20	1						Ltg. Em/Night - West Concourse	2							
3	Spare						B	20	1						Ltg. Em/Night - West Tower	4							
8	Ltg. - Em/Night - Strength Cntr						C	20	1						Ltg. Em/Night - East Concourse	6							
9	Ltg. - Em/Night - West 100 Level						A	20	1					Ltg. Em/Night - East Towers	8								
10	Ltg. - Em/Night - East 100 Level						B	20	1					Spare	10								
11	OH Door - East Concourse						C	20	3							12							
13						20	3	A			20	3			Spare	14							
15							B									16							
17	LTG-EM - N 200 LEVEL - W	1091					C	20	1						Spare	18							
18	LTG-EM - N 200 LEVEL - E	250					A	20	1						Space	20							
21	Space						B								Space	22							
23	Space						C								Space	24							

NOTE: Circuit descriptions, loads, and/or breakers shown in Italics are existing. Circuit descriptions, loads, and/or breakers shown in Bold are new.

EXISTING PANELBOARD NO: <b>L2E</b>												Normal Branch											
SECTION: 1 of 1		MOUNTING: Surface				VOLTAGE: 208Y/120				PHASE: 3				BUS: 225 A									
LOCATION: ELEC N262		WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available				WIRE: 4				MAIN: 1503 MCB									
FED FROM: Switchgear MSB via Busduct		200% NEUTRAL: No				INTEGRAL SURGE SUPPRESSION: No				WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available									
1	Room 222						A	20	1						Room 222	2							
3	Room 225, 222, 220						B	20	1						Room 219, 220	4							
5	Room 218, 219						C	20	1						Room 218, 219, 220, 222, Hall	6							
7	Room 218, 219						A	20	1						Room 218, 219	8							
9	Room 217 (East Wall)						B	20	1						West Wall 217	10							
11	Room TE23, RB221						C	20	1						Projector RB 221	12							
13	Floor Box 211 Auditorium						A	20	1						Telecom AC	14							
15	North Wall 211 Auditorium						B	20	1						SE Corner 211 Auditorium	16							
17	East Wall, NE Concourse						C	20	1						Ken Locker, Hall, Lounge, Cen RR	18							
19	HV 8 N250R	720					A	20	1						West Wall 214, 1 (WR)	20							
21	HV 7 N250R	900					B	20	1						North Wall 214, 214, 1	22							
23	HV 6 N250N	540					C	20	1						North Wall Victory 224	24							
25	Elec. Lobby, 217, 214						A	20	1						West Highway, TV Display	26							
27	Projector TE 223						B	20	1						JAN N267: Heat Trace CP	28							
29	Room 214.1, 221						C	20	1						Projector Office Staff Room	30							
31	Defense Staff Room 225						A	20	1						Projector 211 Auditorium	32							
33	TV Coach Locker Room						B	20	1						West Highway TV display	34							
35	Floor box offense staff						C	20	1						N214	36							
37	Auditorium Track Lighting						A	60	3							38							
39	Telecom Room						B								Sub Panel L2E1	40							
41							C									42							

NOTE: Circuit descriptions, loads, and/or breakers shown in Italics are existing. Circuit descriptions, loads, and/or breakers shown in Bold are new.

EXISTING PANELBOARD NO: <b>L2WA</b>												Normal Branch											
SECTION: 1 of 1		MOUNTING: Surface				VOLTAGE: 208Y/120				PHASE: 3				BUS: 225 A									
LOCATION: ELEC N281		WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available				WIRE: 4				MAIN: 1003 MLO									
FED FROM: Switchgear MSB via Busduct		200% NEUTRAL: No				INTEGRAL SURGE SUPPRESSION: No				WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available									
1	Ltg. Trophy Case						A	15	2						FCU-1 CONN 1 (UPS N275E)	2							
3	Copy Room - Microwave						B									4							
5	2nd Floor Smoke Dampers						C	20	1						PL - South Middle	6							
7	STUDIO CLUB N282: RACK REC	1080					A	20	1				1080		STUDIO CLUB N282: RACK REC	8							
9	PL - South Wall Computer						B	20	1						PL - South Wall Computer	10							
11	PL - SE Corner						C	20	1						PL SE Center	12							
13	PL - SE						A	20	1						PL - East Wall GFCI	14							
15	PL - Northeast Wall GFCI						B	15	2						FCU-1 CONN 2 (UPS N275E)	16							
17	STUDIO CLUB N282: RACK REC	1080					C	20	1							18							
19	Copy Room 231 - Copier						A	20	1						Copy Room - Folding Machine	20							
21	Copy Room						B	20	1						Ltg Bar Softlit	22							
23	STUDIO CLUB N282: RACK REC	1080					C	20	1						PL - South Middle	24							
25	IT Room - 208V Rec N Wall						A	20	1				754		Ltg N250V.W.X.Y.Z.AA	26							
27							B								Spare	28							
29	Track lights						C	20	1						Spare	30							

NOTE: Circuit descriptions, loads, and/or breakers shown in Italics are existing. Circuit descriptions, loads, and/or breakers shown in Bold are new.

EXISTING PANELBOARD NO: <b>H2W</b>												Normal Branch											
SECTION: 1 of 1		MOUNTING: Surface				VOLTAGE: 480Y/277				PHASE: 3				BUS: 100 A									
LOCATION: ELEC N281		WIRE: 4				MIN. INTERRUPTING RATING: 14.00 kAIC Available				WIRE: 4				MAIN: 1003 MLO									
FED FROM: Switchgear MSB via Busduct		200% NEUTRAL: No				INTEGRAL SURGE SUPPRESSION: No				WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available									
1	HV STUDIO CLUB N282...	1120.8					A	20	1	2249.2					OPEN WORK N250	2							
3	RM N230A, 230, 2N2CR16	185.6					B	20	1	304				OFFICE N250J, N250H, N250G, N250F	4								
5	RM N2CR290C, N250A-N250E	336.5					C	20	1	214				RM N275, N275A-F	6								
7	CIRCULATION N2CR15...	151.6					A	20	1					Room N225, N226, N220A	8								
9	Room N224						B	20	1	762				RM N250K-N250N, N250P-N250U	10								
11	Room N214, N221, N223						C	20	1					RM N212, N212A, N2122, N2122, N213, N213.02	12								
13	Room N224, 2292						A	20	1	194.3				CONTROL RMS & N2CR290B	14								
15	ENGINEER RACK ROOM N274	1116					B	20	1					Room N211	16								
17	CRAH-1 (ENGINEER RACK ROOM N274)					1663							1663	CRAH-3 (ENGINEER RACK ROOM N274)	18								
19						1663	15	3	A		15	3				20							
21						1663							1663			22							
23	CRAH-2 (ENGINEER RACK ROOM N274)					1663				20	1				Spare	24							
25						1663	15	3	A		20	1			Spare	26							
27						1663				20	1				Spare	28							
29	Space					20	1	C		20	1				Spare	30							

NOTE: Circuit descriptions, loads, and/or breakers shown in Italics are existing. Circuit descriptions, loads, and/or breakers shown in Bold are new.

EXISTING PANELBOARD NO: <b>L2E1</b>												Normal Branch											
SECTION: 1 of 1		MOUNTING: Surface				VOLTAGE: 208Y/120				PHASE: 3				BUS: 100 A									
LOCATION: ELEC N282		WIRE: 4				MIN. INTERRUPTING RATING: 14.00 kAIC Available				WIRE: 4				MAIN: 1003 MLO									
FED FROM: Panelboard L2E		200% NEUTRAL: No				INTEGRAL SURGE SUPPRESSION: No				WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available									
1	Existing Load						A	20	1						Existing Load	2							
3	Existing Load						B	20	1						Existing Load	4							
5	Existing Load						C	20	1						Existing Load	6							
7	BREAK N250L - REFR	800					A	20	1				1080	OPEN WORK N250 - S WALL JBOX	8								
9	BREAK N250L - MICROWAVE	1920					B	20	1				720	OPEN WORK N250 - N WALL JBOX	10								
11	BREAK N250L	180					C	20	1				540	OPEN WORK N250 - N WALL JBOX	12								
13	BREAK N250L	360					A	20	1						Spare	14							
15	BREAK N250L	360					B	20	1						Spare	16							
17	BREAK N250L - UNDERCAB	250					C	20	1						Spare	18							
19	Spare						A	50	1						Existing Load	20							
21	Space						B								Space	22							
23	Space						C								Space	24							
25	Space						A								Space	26							
27	Space						B								Space	28							
29	Space						C								Space	30							

NOTE: Circuit descriptions, loads, and/or breakers shown in Italics are existing. Circuit descriptions, loads, and/or breakers shown in Bold are new.

EXISTING PANELBOARD NO: <b>L2W</b>												Normal Branch											
SECTION: 1 of 2		MOUNTING: Surface				VOLTAGE: 208Y/120				PHASE: 3				BUS: 225 A (Thru-Feed Lugs)									
LOCATION: ELEC N281		WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available				WIRE: 4				MAIN: 2253 MLO									
FED FROM: Switchgear MSB		200% NEUTRAL: No				INTEGRAL SURGE SUPPRESSION: No				WIRE: 4				MIN. INTERRUPTING RATING: 10.00 kAIC Available									
1	HRN STUDIO A & WRKST...	1440					A	20	1						Recruiting 240	2							
3	BAR N2CR16 - COUNTER	720					B	20	1				540	HRN STUDIO A & WRKST...	4								
5	Assistant Coaches, 237, 238						C	20	1						Room 235	6							
7	Assistant Coaches, 236, 237						A	20	1														

Project Manager	John Dreen / Xin Zhao
Project Designer	Cole Wyoff / Eric Maxwell
Project Architect	Matthew Kuhn / Kyle Linsh
Landscape Architect	Jennifer Seacrest
Civil Engineer	Erin Bright
Structural Engineer	John Savage
Mechanical Engineer	Math Han
Electrical Engineer	Randall Nebus
Plumbing Engineer	Brian Lambright
Fire Protection Engineer	Brian Lambright
IT/Comm Engineer	Brian Lambright
Audio/Visual Engineer	Eric Coong
Lighting Designer	Randall Nebus
Interior Designer	Chandra Wenderbeck / Renee Johnson
Food Service	Ryan Savage

MARK	DATE	DESCRIPTION
1	03/10/24	AS-1
3	02/12/25	AS1-2
4	03/11/2025	AS1-3

Project Number: 1036809  
Original Issue: 11/29/2024

Key Plan

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Sheet Name: TECHNOLOGY GENERAL NOTES AND LEGEND

Sheet Number: TN-000

Project Status: CONSTRUCTION DOCUMENTS

## TELECOMMUNICATIONS SYMBOLS

THIS IS A MASTER LEGEND AND NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

## STANDARD MOUNTING HEIGHTS

TELECOM BACKBOARD (BOTTOM OF BACKBOARD)	4"
LADDER RACK IN TELECOM ROOMS (BOTTOM OF DEVICE)	80"
CABLE TRAY / CONDUIT (BOTTOM OF PATHWAY)	27"(MIN)
LIGHT FIXTURE IN TELECOM ROOMS (BOTTOM OF DEVICE)	108"(MIN)
TELEPHONE WALL OUTLET (TOP OF DEVICE)	40"
DATA WALL OUTLET	SAME AS ADJACENT DEVICE. UNO
TELEVISION OUTLET	REFER TO ARCH DRAWINGS
FRBSBS (CENTERLINE)	84"
WALL CLOCK (CENTERLINE)	84"
INTERCOM (TOP OF DEVICE)	46"

INSTALL DEVICES AT THE MOUNTING HEIGHTS SHOWN ABOVE AND IN THE CONSTRUCTION DOCUMENTS. MOUNTING HEIGHTS LISTED ARE ABOVE FINISHED FLOOR (AFF) OR ABOVE FINISHED GRADE (AFG) TO TOP OF OUTLET BOX. ALL DEVICES SHALL BE INSTALLED IN COMPLIANCE WITH CURRENT ADA AND LOCAL REQUIREMENTS.

## ABBREVIATIONS

A	AMPERES	LEC	LOCAL EXCHANGE CARRIER
ADA	AMERICANS WITH DISABILITIES ACT	LED	LIGHT-EMITTING DIODE
AF	ABOVE FINISHED FLOOR	LF	LINEAR FEET
AFC	ABOVE FINISHED CEILING	MAN	METROPOLITAN AREA NETWORK
AFF	ABOVE FINISHED FLOOR	MAV	MASTER ANTENNA TELEVISION
ANSI	AUTHORITY FINISHED	MC	MAIN CROSS-CONNECT
JURISDICTION	AMERICAN NATIONAL STANDARDS INSTITUTE	MDF	MAIN DISTRIBUTION FRAME
AP	ACCESS POINT	MFR	MANUFACTURER
AV	AUDIO-VISUAL	MH	MAINTENANCE HOLE
AWG	AMERICAN WIRE GAUGE	MM	MULTI-TRICE
BA	BUILDING AUTOMATION SYSTEM	MPOE	MAIN POINT OF ENTRANCE
BBC	BACKBONE BONDING CONDUCTOR	MPS	MAIN POINT OF SERVICE
BD	BUILDING DISTRIBUTOR	MTD	MOUNTED
BDF	BUILDING DISTRIBUTION FRAME	NIA	NOT APPLICABLE
BFC	BELOW FINISHED CEILING CONDUIT	NEC	NATIONAL ELECTRICAL CODE
CAT	CATEGORY	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
CATV	COMMUNITY ANTENNA TELEVISION	NIC	NOT IN CONTRACT
CCTV	CLOSED CIRCUIT TELEVISION	NIRTL	NATIONALLY RECOGNIZED TESTING LABORATORY
CD	ELECTRICAL DISTRIBUTOR	OC	ON CENTER
CMP	COMMUNICATIONS PLENUM JACKET	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CMR	COMMUNICATIONS RISER	OSP	OUTSIDE PLANT
DAS	DISTRIBUTED ANTENNA SYSTEM	OSR	OPERATING ROOMS BUSBAR
dB	DECIBELS	PRX	PRIVATE BRANCH EXCHANGE
DEMO	DEMOLITION	POE	POWER OVER ETHERNET
ECA	ELECTRICAL CONTRACTOR	PON	PASSIVE OPTICAL NETWORK
ECCA	ELECTRICAL CONTRACTOR AND INSTALL AT ANOTHER LOCATION. SEE (R)	POTS	PLAIN OLD TELEPHONE SERVICE
EMI	ELECTROMAGNETIC INTERFERENCE	PSTN	PUBLIC SWITCHED TELEPHONE NETWORK
EMS	ENERGY MANAGEMENT SYSTEM	QTY	QUANTITY
EMT	ELECTRICAL METALLIC TUBING	(R)	RELOCATED EXISTING DEVICE
ER	EQUIPMENT ROOM	(RE)	REMOVE EXISTING DEVICE AND INSTALL AT ANOTHER LOCATION. SEE (R)
ETR	EXISTING TO REMAIN	RCCD	REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
FAAP	FIRE ALARM ANNUNCIATOR	RMC	RIGID METAL CONDUIT
FAFP	FIRE ALARM CONTROL PANEL	RU	RACK UNIT
FD	FLOOR DISTRIBUTOR	SBB	SECONDARY BONDING BUSBAR
FMC	FLEXIBLE METAL CONDUIT	SCS	STRUCTURED CABLING SYSTEM
FS	FIRE STOP SYSTEM	SP	SQUARE FEET
FLR	FLOOR	SM	SINGLEMODE
FUTP	FIBER OPTIC TWISTED PAIR (SHEATHED)	SPS	SPECIFICATIONS
GC	GENERAL CONTRACTOR	TB	TELECOMMUNICATIONS
GYP	GYPSON BOARD	TB	TELECOMMUNICATIONS BONDING BACKBONE
HC	HORIZONTAL CROSS-CONNECT	TBD	TO BE DETERMINED
HCM	HORIZONTAL CABLE MANAGER	TIA	TELECOMMUNICATIONS INDUSTRY ASSOCIATION
HH	HAND HOLE	TR	TYPICAL
HE	HERTZ	UNO	UNLESS NOTED OTHERWISE
HC	HORIZONTAL CROSS-CONNECT	UL	UNDERWRITER LABORATORIES, INC.
HCM	HORIZONTAL CABLE MANAGER	UPS	UNINTERRUPTIBLE POWER SUPPLY
HH	HAND HOLE	UJUTP	UNSHIELDED TWISTED PAIR
HE	HERTZ	V	VERTICAL
HC	HORIZONTAL CROSS-CONNECT	VCM	VERTICAL CABLE MANAGER
HCM	HORIZONTAL CABLE MANAGER	W	WIRE
IP	INTERNET PROTOCOL	WAN	WIDE AREA NETWORK
ISP	INTERNET SERVICE PROVIDER	WAO	WORK AREA OUTLET
ISP	INSIDE PLANT CABLE	WAP	WIRELESS ACCESS POINT
JB	JUNCTION BOX	WR	WEATHER RESISTANT
J-BOX	JUNCTION BOX	WT	WATER TIGHT
LAN	LOCAL AREA NETWORK	XP	EXPLOSION-PROOF
LOC	LIMITED COMBUSTIBLE CABLE		

## ANNOTATION

	TECHNOLOGY PLAN CALLOUT
	EQUIPMENT DESIGNATION (OWNER FURNISHED, CONTRACTOR INSTALLED)
	CONNECTION POINT OF NEW WORK TO EXISTING
	DETAIL REFERENCE UPPER NUMBER INDICATES DETAIL NUMBER, LOWER NUMBER INDICATES SHEET NUMBER
	SECTION CUT DESIGNATION
	DEDICATED EQUIPMENT ACCESS TILE
	ACCESS PANEL

## LINETYPE LEGEND

THROUGHOUT THE DRAWINGS DIFFERENT LINE TYPES ARE USED IN COMBINATION WITH THE SYMBOLS TO INDICATE THE STATUS OF ITEMS AS EXISTING, TO BE DEMOLISHED, TO BE INCLUDED AS PART OF THE NEW WORK AND/OR ITEMS WHICH ARE ANTICIPATED TO BE PROVIDED IN THE FUTURE. THE STATUS OF ITEMS USING THESE LINE TYPES ARE RELATIVE TO THE VIEW IN WHICH THEY APPEAR. PHASING SHOWN IN DRAWINGS IS NOT INTENDED TO FULLY DESCRIBE ALL NECESSARY CONSTRUCTION PHASING, WHICH IS DETERMINED BY THE CONTRACTOR AS PART OF THEIR RESPONSIBILITIES. ANY SUCH PHASES DESCRIBED IN THE CONSTRUCTION DOCUMENTS ARE GENERAL AND ONLY INTENDED TO INDICATE A BROAD ORDER FOR THE SEQUE OF DESCRIBING THE PROJECT. THE FOLLOWING LINETYPES MAY BE USED ON ANY DEVICE, EQUIPMENT, NOTE, LINE, SHAPE, ETC.

	EXISTING		NEW
	DEMOLISH		FUTURE

## CABLE TYPES

A	
B	
C	

## PATHWAYS

	LADDER CABLE TRAY (W="WIDTH, "H="HEIGHT)
	VERTICAL CABLE TRAY
	UNDERGROUND CONDUIT ("P"=QUANTITY, "D"=CONDUIT DIAMETER)
	CONDUIT ("P"=QUANTITY, "D"=CONDUIT DIAMETER)
	CABLE SUPPORTS OR J-HOOKS
	CONDUIT SLEEVE ("P"=QUANTITY, "D"=CONDUIT DIAMETER)
	UL FIRESTOP SYSTEM ASSEMBLY
	PULL BOX ("L"=LENGTH, "W"=WIDTH, "H"=HEIGHT)
	SPLICE

## TELECOMMUNICATIONS OUTLETS

SYMBOL	DESCRIPTION	DETAIL
	DATA WALL OUTLET	Z17N-500
	TELEVISION DATA WALL OUTLET	Z17N-500
	CHIEFRACK25ZFC	REFER TO VENDOR DRAWINGS
	CHIEFRACK20ZFC	REFER TO VENDOR DRAWINGS
	ROUGH-IN, 18"x18" BOX	
	MULTISERVICE POINT THROUGH WITH DATA AND POWER OUTLETS.	Z17N-500
	DATA CEILING OUTLET	Z17N-500

## SECURITY IP END-POINT DEVICES

SYMBOL	DESCRIPTION	DETAIL
	ACCESS CONTROL DOOR	4-5/7N-500
	CARD READER	4-5/7N-500
	VIDEO SURVEILLANCE CAMERA	N/A

## TELECOMMUNICATIONS MATRIX

Description	Not applicable to project	Furnish		Install		Comments
		Electrical Contractor	Owner	Electrical Contractor	Owner	
<b>General Communications</b>						
Grounding and Bonding		X		X		
Hangers and Supports		X		X		
Conduits and Backboxes		X		X		
Cable Trays		X		X		
Surface Raceways		X		X		
Firestops, Conduit Sleeves, and Sleeve Seals		X		X		
<b>Structured Cabling</b>						
Telecom Room Cabinets, Racks, Frames, and Enclosures	X					
Telecom Room Buildout (ex. backboard and ladder rack)	X					
Telecom Room Uninterruptible Power Supply (UPS)	X					
Telecom Room Power Strips	X					
Optical Fiber Backbone Cable and Connectivity	X					
Copper Backbone Cable and Connectivity	X					
Cosial Backbone Cable and Connectivity	X					
Optical Fiber Horizontal Cable and Connectivity	X	X		X		
Copper Horizontal Cable and Connectivity	X	X		X		
Cosial Horizontal Cable and Connectivity	X	X		X		
<b>Data Communications</b>						
Router / Firewall	X					
Core Switch / Edge Switch	X					
Wireless Access Points	X		X	X		
Servers / Storage and Backup	X					
Laptops / Desktops / Copiers / Printers / Scanners	X					
Software	X					
<b>Voice Communications</b>						
Voice Communications Equipment		X		X		
<b>Audio-Video Communications</b>						
Conduits and Backboxes for AV systems		X		X	Refer to TN sheets for AV Scope	
<b>Electronic Safety and Security</b>						
Conduits and Backboxes for Security systems		X		X	Refer to TN sheets for Security Scope	

## GENERAL NEW WORK NOTES

- READ THE SPECIFICATIONS AND REVIEW DRAWINGS OF OTHER DIVISIONS OF WORK. COORDINATE THIS WORK WITH OTHER DIVISIONS OF WORK AND SUBCONTRACTORS.
- WORK SHALL CONFORM TO THE APPLICABLE SPECIFICATIONS (DIVISION 26, DIVISION 27, DIVISION 28, ETC.) AND THE CUSTOMER PRE-ESTABLISHED STRUCTURED CABLING STANDARDS. SHOULD DIFFERENCES EXIST IN THE SPECIFICATIONS RELATING TO TECHNOLOGY AND THE CLIENT'S PRE-ESTABLISHED STANDARDS THE CONTRACTOR SHALL CONTACT THE LOW VOLTAGE ENGINEER FOR CLARIFICATION THROUGH THE RF PROCESS.
- FULLY COORDINATE ALL CABLE TRAY, FIRE STOP CONDUITS / SLEEVES, AND CONDUIT ROUTING WITH STRUCTURAL ELEMENTS. COORDINATE CABLE TRAY AND CONDUIT INSTALLATIONS WITH ARCHITECT, STRUCTURAL ENGINEER, STRUCTURAL CONTRACTOR, AND GENERAL CONTRACTOR PRIOR TO INSTALLATION. ROUTING IN CONCRETE SLAB OR UNDER SLAB WHERE CONDUIT WOULD BE ON GRADE) REQUIRES THE USE OF WET LOCATION RATED CABLES.
- TELECOMMUNICATIONS CONTINUOUS PATHWAYS SHALL BE BONDED TO THE TELECOMMUNICATIONS BONDING BACKBONE. FOR CONDUITS, INSULATION BUSHINGS SHALL BE USED AT THE END OF THE CONDUIT THE FARTHEST AWAY FROM THE SERVING TR. A BONDING BUSHING SHALL BE USED AT THE END CLOSEST TO THE SERVING TR. A CONTRACTOR TO REFER TO THE ANSIS/DIA 607 STANDARD FOR ADDITIONAL INFORMATION AS TO THE INSTALLATION OF THE TELECOMMUNICATIONS BONDING BACKBONE.
- FIRE RATED WALL / FLOOR ASSEMBLIES PENETRATED FOR TELECOMMUNICATIONS CABLING PATHWAYS SHALL BE FIRE STOPPED WITH THE APPROVED FIRE STOP SYSTEMS (FSS). ALL FIRESTOP SYSTEMS SHALL BE INSTALLED AS DIRECTED BY THE MANUFACTURER AND AS SPECIFIED IN DIVISION 07 07 84.00 - "FIRESTOPPING". FIRE STOP ASSEMBLY LOCATIONS ARE TO BE COORDINATED WITH CABLE TRAY PATHWAY TO TELECOMMUNICATIONS ROOM.
- BACK BOXES AND CONDUIT LOCATIONS IN PRECAST CONCRETE WALLS SHALL BE COORDINATED WITH ARCHITECT, STRUCTURAL ENGINEER, AND GC PRIOR TO ORDERING THE PRECAST WALLS.
- ROUTING OF CABLES SHALL BE CONCEALED. CABLES SHALL BE ROUTED IN CONDUIT IN EXPOSED AREAS. MINIMIZE AMOUNT OF EXPOSED CONDUIT BY EMBEDDING CONDUIT IN SLAB WHEN POSSIBLE. EMBEDDED CONDUITS AND PENETRATIONS OF STRUCTURE SHALL FOLLOW DETAILS IN STRUCTURAL DRAWINGS. WHEN CONDUITS CAN ONLY BE INSTALLED EXPOSED, NOTIFY ARCHITECT PRIOR TO START OF INSTALLATION OF CONDUITS. CABLES SHALL BE ROUTED IN CONDUIT WHEN ABOVE HARD CEILINGS. CONDUITS FOR ELEVATOR PHONES AND PRELIMINARY CONTROL PANEL SHALL BE CONDUITS FROM THE TELECOMMUNICATIONS ROOM TO THE APPLICABLE BOX / CABINET. SIZE AND PROVIDE CONDUITS TO MEET THIS BID.
- TELECOMMUNICATIONS ROOMS SHALL BE DEDICATED FOR INFORMATION TECHNOLOGY USE (I.E. NO SHARED SPACE WITH A JANITOR, FIRE ALARM SYSTEM, ETC.) NO SERVICES SHALL PASS THROUGH THE SPACE UNLESS DEDICATED TO THE SPACE (NO PLUMBING, MECHANICAL, ELECTRICAL, FIRE, ETC.)
- LOCATIONS AND QUANTITIES SHOWN ON THE DRAWINGS FOR WIRELESS ACCESS POINTS ARE DIAGRAMMATIC IN NATURE AND INTENDED TO BE USED TO ESTIMATE COST OF INSTALLATION. CONTRACTOR SHALL PERFORM SIGNAL TEST ONCE BUILDING IS ENCLOSED AND IN 'CLEAN STATE' TO DETERMINE EXACT PLACEMENT OF DEVICES.
- TELECOMMUNICATIONS DEVICES, EQUIPMENT, AND CABLING ARE OWNER FURNISHED. OWNER INSTALLED AND SHOWN FOR REFERENCE ONLY. DATA OUTLETS ON PLANS SHOWN FOR REFERENCE ONLY. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT AND BACK BOXES FOR TELECOMMUNICATIONS DEVICES.
- SECURITY DEVICES, EQUIPMENT, AND CABLING ARE OWNER FURNISHED. OWNER INSTALLED AND SHOWN FOR REFERENCE ONLY. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT AND BACK BOXES FOR SECURITY DEVICES.
- EXISTING DOOR HARDWARE AND OPENING CONDITIONS SHALL BE EVALUATED PRIOR TO CONDUIT AND CABLING INSTALLATION AND COORDINATION WITH DIVISION 08.

## GENERAL DEMOLITION NOTES

- PRIOR TO SUBMITTING BID, VISIT THE JOB SITE AND BECOME FULLY ACQUAINTED WITH THE EXISTING CONDITIONS OF THE FACILITY, INCLUDING PATHWAY LOCATIONS AND ELEVATIONS. REVIEW THE GENERAL NOTES AND ALL OTHER TRADE DRAWINGS OR ADDITIONAL REQUIREMENTS THAT MAY NOT BE CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS, INCLUDING ALL DEMOLITION AND NEW WORK DOCUMENTS. NOTIFY ARCHITECT, ENGINEER OR OWNER, AS SPECIFIED, OF ANY CONFLICTS OR DISCREPANCIES.
- EXISTING CONDITIONS WERE TAKEN FROM ORIGINAL DRAWINGS AND SITE VISITS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. FIELD VERIFY CONDITIONS PRIOR TO SUBMITTING FINAL BIDS. COORDINATE NEW WORK AND DEMOLITION WITH OTHER DISCIPLINES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- AVOID DAMAGING EXISTING SURFACES AND EQUIPMENT TO REMAIN FOR NEW INSTALLATION. REPAIR DAMAGE CAUSED DURING WORK AT NO EXTRA COST TO OWNER.
- DEVICES LABELED TO BE RELOCATED SHALL BE REMOVED WITH CARE AND GIVEN TO THE OWNER DURING CONSTRUCTION. ANY ADDITIONAL DEVICES NOT SHOWN, BUT AFFECTED BY DEMOLITION SHALL BE RETURNED TO OWNER OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. REMOVE CABLING, BACK BOXES, AND PATHWAYS BACK TO ITS SERVING TELECOMMUNICATIONS ROOM.
- REMOVE ALL PATHWAYS, CABLING AND ASSOCIATED DEVICES FOR ALL ITEMS INTENDED TO BE REMOVED. ABANDONING UNUSED PORTIONS WILL NOT BE ACCEPTABLE.
- REMOVE EXISTING ITEMS AS REQUIRED TO ACCOMMODATE THE GENERAL DEMOLITION SCOPE. ANY SYSTEMS PASSING THROUGH THE SPACE INTENDED TO REMAIN IN SERVICE SHALL BE PROTECTED, OR RELOCATED AS REQUIRED TO MAINTAIN SERVICE AND ACCOMMODATE THE GENERAL DEMOLITION AND NEW SCOPE OF WORK.
- REFER TO ARCHITECTURAL PLANS FOR SCOPE OF AREAS THAT ARE TO BE DEMOLISHED UNDER THIS PHASE OF CONSTRUCTION. NOTE THAT IN SOME CASES, MEPT DEMOLITION WORK EXTENDS BEYOND SCOPE OF AREA IDENTIFIED DUE TO EXISTING SYSTEM DESIGN. NOTIFY ARCHITECT AND ENGINEER OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO STARTING WORK.
- COORDINATE THE INTERMEDIATE STORAGE, REMOVAL AND FINAL DISPOSITION OF TELECOMMUNICATIONS SCS COMPONENTS (PATHWAYS, CABLE, TERMINATION COMPONENTS, ETC.) AND THE REQUIRED PROTECTION OF EXISTING SPECIAL SYSTEMS EQUIPMENT WITH OWNER PRIOR TO IMPLEMENTATION THAT ARE TO BE REMOVED AS A RESULT OF THE DEMOLITION/RENOVATION WORK.
- EXISTING TELECOMMUNICATIONS CABLES AND COMPONENTS THAT PASS THROUGH THE CONSTRUCTION ZONE SHALL BE PROTECTED AND REMAIN IN PLACE TO MAINTAIN SERVICE WHILE ALSO ACCOMMODATING THE GENERAL DEMOLITION AND NEW SCOPE OF WORK. COORDINATE ALL SUCH EFFORTS WITH THE CLIENT PRIOR TO IMPLEMENTATION. DAMAGE TO EXISTING AND TO REMAIN IN PLACE TELECOMMUNICATIONS CABLES AND COMPONENTS CAUSED BY THE CONTRACTOR SHALL BE REPAIRED IN A TIMELY MANNER AND TO THE WRITTEN SATISFACTION OF THE CLIENT AND AT NO ADDITIONAL COST TO THE CLIENT. PROVIDE CABLE SUPPORTS FOR ANY EXISTING CABLES THAT ARE NOT PROPERLY SUPPORTED.
- EXISTING TO REMAIN DEVICES SHALL BE PROTECTED DURING CONSTRUCTION. DEVICES LABELED TO BE RELOCATED SHALL BE REMOVED WITH CARE AND GIVEN TO THE OWNER DURING CONSTRUCTION. ANY ADDITIONAL DEVICES NOT SHOWN, BUT AFFECTED BY DEMOLITION SHALL BE RETURNED TO OWNER OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. REMOVE CABLING, BACK BOXES, AND PATHWAYS BACK TO ITS SERVING TELECOMMUNICATIONS ROOM.
- ALL DEMOLITION SCOPE TO BE COMPLETED IN PHASE 1.

## HATCHING LEGEND

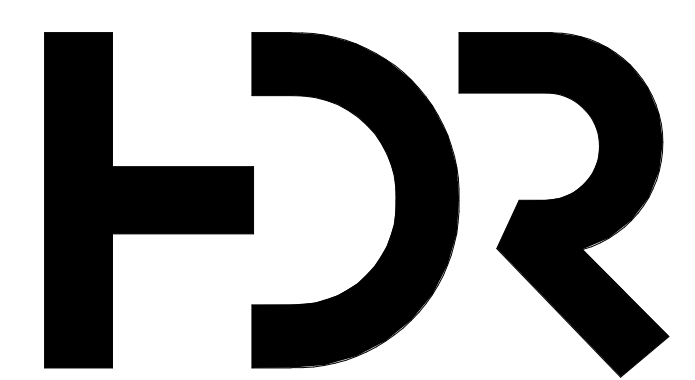
	ENLARGED PLAN
	NOT IN SCOPE (NIS)





PHASING LEGEND	
	NOT IN CONTRACT
	PHASE 1 SCOPE
	PHASE 2 SCOPE

- TECHNOLOGY PLAN NOTES**
- T3 NEW ACCESS CONTROL PANEL TO BE INSTALLED DURING PHASE 1 OF CONSTRUCTION. COORDINATE WITH OWNER ON POWER REQUIREMENTS AND FINAL LOCATION.
  - T4 TELEVISION BACK BOX, MOUNTED ADJACENT TO ELECTRICAL. REFER TO TV MONITOR SCHEDULE IN ARCHITECTURAL SET FOR FINAL BACK BOX LOCATION AND MOUNTING HEIGHT PRIOR TO ROUGH-IN.
  - T5 PROVIDE PATHWAY FOR POKE-THRU / FLOOR BOX SHARED WITH POWER. REFER TO ELECTRICAL SHEETS FOR BOX MODEL AND SIZE. COORDINATE EXACT LOCATION WITH ARCHITECT. PROVIDE (1) 1-1/4" CONDUIT TO NEAREST INTERIOR WALL AND STUB INTO ACCESSIBLE CEILING SPACE.
  - T7 PROVIDE DATA OUTLET FOR ACCESS CONTROL PANEL DURING PHASE 1 OF CONSTRUCTION. COORDINATE WITH OWNER ON FINAL LOCATION.
  - T10 CHIEFPAC25FC MOUNTED IN-WALL AT 18" TO TOP. COORDINATE FINAL LOCATION PRIOR TO ROUGH-IN.
  - T12 (1) CHIEFPAC25FC MOUNTED IN-WALL AT 18" TO TOP, (1) CHIEFPAC25FC MOUNTED IN-WALL AT 64" TO TOP. COORDINATE FINAL LOCATIONS PRIOR TO ROUGH-IN.
  - T22 CHIEFPAC28FC MOUNTED IN-WALL AT 18" TO TOP. COORDINATE FINAL LOCATION PRIOR TO ROUGH-IN.
  - T33 PROVIDE (4) 1-1/4" CONDUIT FROM 18"X18" BOX MOUNTED AT 18" TO TOP UP TO ACCESSIBLE CEILING SPACE. COORDINATE FINAL LOCATION WITH OWNER PRIOR TO ROUGH-IN.



HDR Architecture  
HDR Great Plains Studio  
1917 S 67th St  
Omaha, NE 68106  
402.399.1000  
CA-0481



**NORTH STADIUM - 200 LEVEL RENOVATIONS**

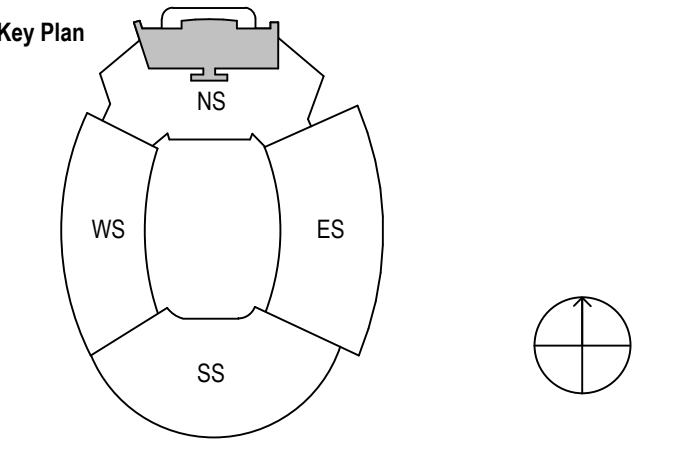
One Memorial Stadium Drive  
Lincoln, NE 68588



<b>Project Manager</b>	John Dreen / Xin Zhao
<b>Project Designer</b>	Cole Wycoff / Eric Maxwell
<b>Project Architect</b>	Matthew Kuhn / Kyle Linnah
<b>Landscape Architect</b>	Jennifer Seawest
<b>Civil Engineer</b>	Em Bright
<b>Structural Engineer</b>	John Savage
<b>Mechanical Engineer</b>	Math Han
<b>Electrical Engineer</b>	Randall Nehaus
<b>Plumbing Engineer</b>	Brian Lambright
<b>Fire Protection Engineer</b>	Brian Lambright
<b>IT/Comm Engineer</b>	Eric Cong
<b>Audio/Visual Engineer</b>	Randall Nehaus
<b>Lighting Designer</b>	Chandra Wunderbeck / Renee Johnson
<b>Food Service</b>	Ryan Stange

MARK	DATE	DESCRIPTION
1	01/10/24	AS-1
2	01/23/25	AS-1
3	02/12/25	AS-2
4	03/11/25	AS-3

<b>Project Number</b>	1036809
<b>Original Issue</b>	11/25/2024

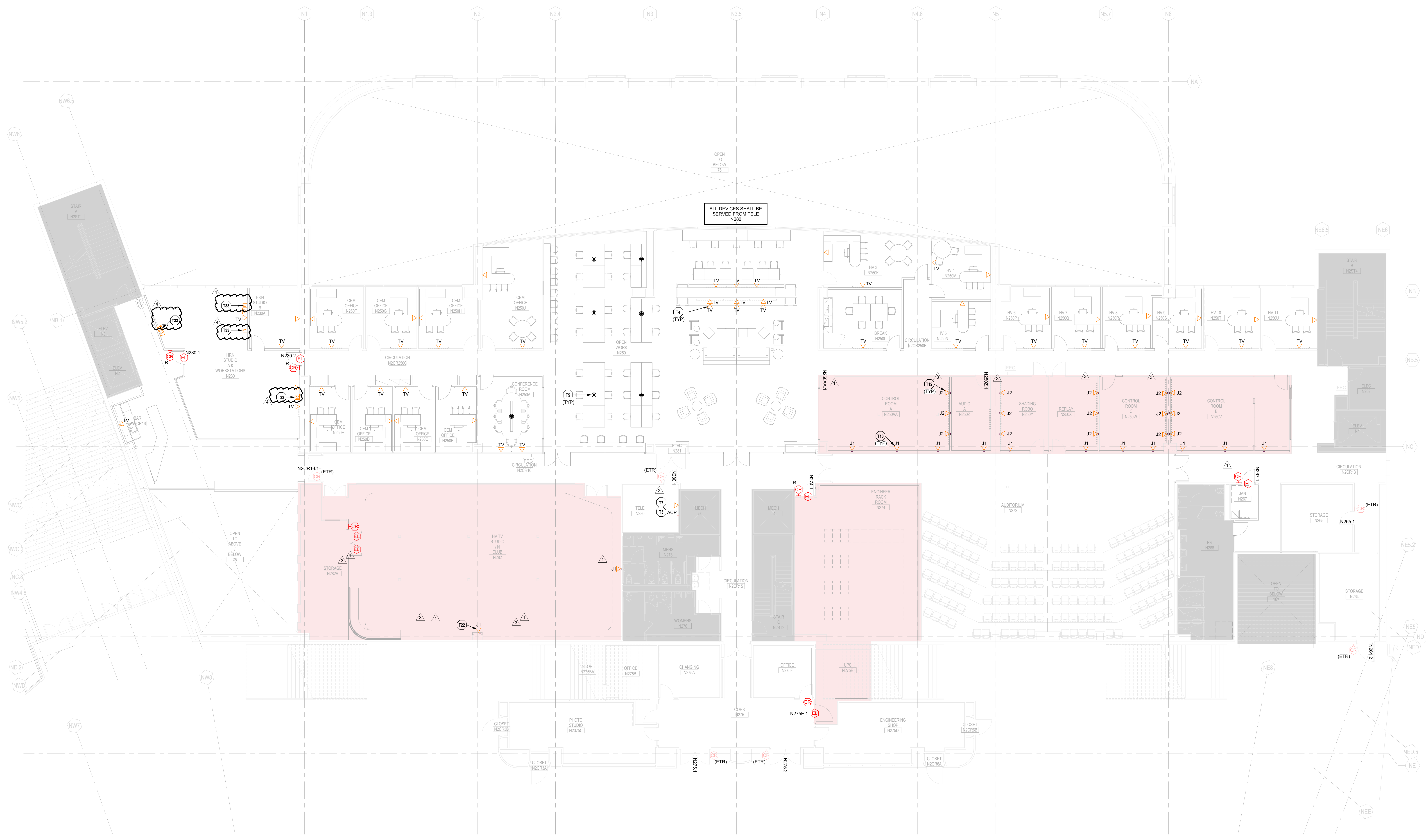


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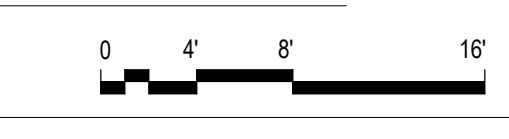
**TECHNOLOGY PLAN 02  
N 200 LEVEL - FOOTBALL**

**TN-102.N**

Project Status  
CONSTRUCTION DOCUMENTS



TECHNOLOGY-02 N - 200 LEVEL - FOOTBALL LEVEL-NORTH QUAD  
1/8" = 1'-0"



DANIEL J. KELLER  
3/10/2025 5:02:25 PM  
Addendum Doc:11036809\_UN\_Memorial\_Stadium\_Renov\_A001036809P021-UN\_Memorial-Stadium.dwg



## BOARD OF REGENTS AGENDA ITEM SUMMARY

---

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Proposed Naming of the John Cook Arena at the Bob Devaney Sports Center

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Troy Dannen, UNL Athletic Director  
Seth Dorsey, Deputy Athletic Director for Internal Operations & CFO

### **PURPOSE & KEY POINTS**

Introduce the naming of the John Cook Arena at the Bob Devaney Sports Center. The purpose of the naming would be in recognition of legendary head coach John Cook. Introducing the naming would also include a bronze statue outside of the arena, updated way finding signage, and naming inside the arena. Estimated cost of the project is \$400,000.

### **BACKGROUND INFORMATION**

John Cook has been the head coach of the Nebraska Volleyball program since 2000. During his tenure, the team has won 13 conference titles and 4 national championships. In addition to this, John has been named conference head coach of the year 8 times and AVCA National Coach of the Year 3 times.

### **RECOMMENDATION**

The President recommends approval.



# BOARD OF REGENTS AGENDA ITEM SUMMARY

---

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve change order and authorize execution of standard form change order construction contract for Outdoor Track Replacement at UNL

Review       Review + Action       Action       Discussion

*This is a report required by Regents' policy.*

**PRESENTERS:** Troy Dannen, Athletic Director  
Seth Dorsey, Deputy AD/ DFO

**PURPOSE & KEY POINTS**

Regents policy 6.3.1.4.f Stipulates that the President shall have authority to approve and to execute: any amendment of or change order to a contract for the procurement of construction services for a building, structure or other improvements to real property, if such contract is duly approved by the Board of Regents or duly approved and executed pursuant to RP-204 Chapter 6. Business and Financial Management Section 4a provided all such amendments or change orders for the project do not exceed, in the aggregate, the greater of \$1,000,000 or 1.25% of the total project cost.

During construction of the project, it has been determined to be beneficial to execute change order(s) to Hausmann's agreement which will, in aggregate, exceed the greater of \$1,000,000 or 1.25% of the total project cost. Approved change orders as of 2/26/25 total \$484,672. The desired changes to be priced are estimated to cost another \$1,145,372. There are approximately \$1,669,000 uncommitted funds available in contingency and general construction budget lines. No budget increase is being requested. This item requests permission for the University President or his designee to execute change orders to the Hausmann Construction for up to \$1,145,372. which will bring the aggregate change order total up to \$1,614,672.

**BACKGROUND INFORMATION**

October 25, 2019 – Board of Regents approved the Program Statement for Outdoor Track Replacement at UNL.

February 7, 2020 – Board of Regents approved the Intermediate Design with Scope Change and Budget Increase for Outdoor Track Replacement at UNL Page 104 of 359.

April 9, 2021 – Board of Regents approved execution of a Standard Form Construction Agreement for First Phase of Outdoor Track Replacement at UNL.

October 4, 2024 - Board of Regents approved a budget increase to \$26,004,000.

October 4, 2024 - Board of Regents approved a \$7,529,000 construction agreement to Hausmann construction for Phase 2 work.

**RECOMMENDATION**

The President recommends approval.

## **Supplemental Board Information for the Track Stadium Project Phase 2: Justification for Change Orders**

### *Overview of Change Orders:*

The change order requests associated with Phase 2 of the Track Stadium Project are a result of several necessary adjustments that arose during the leadership transition last spring. Upon the introduction of the new administration, it became clear that the coaching staff had not been adequately consulted during the initial design and planning phases. This led to a series of adjustments to address operational, functional, and programmatic needs that were not incorporated in the original design, which had already been approved and bid. It is important to note that these change orders are not only essential for enhancing the project's functionality but are also well within the overall project budget. Additionally, some of these change orders are expected to yield cost savings in the form of credits, further optimizing the project's financial position.

### *Key Areas of Change:*

1. **Coaching Staff and Programmatic Input:** The new administration learned that the coaching staff had not been given input into the original design. This resulted in several necessary adjustments to ensure the facility meets the needs of coaches, athletes, and other stakeholders. These changes were made to enhance the overall functionality of the facility and ensure it can accommodate the athletic program's demands.
2. **Increased Seating Capacity:** As the athletic program continues to grow, there was a need to increase the seating capacity to accommodate a larger audience and NCAA minimum host requirements. The additional seating will support the venue's ability to host track events, particularly as fan engagement and interest in the program continue to expand.
3. **Food Service and Concessions:** With the recent establishment of a food service provider agreement, adjustments were needed to support food services and concessions. The original design did not fully account for these needs, and modifications were made to integrate the infrastructure for food services, ensuring smooth operations on event days.
4. **Reduction in Ticketing and Operational Functions:** The decision was made to no longer ticket track events, reducing the need for a large number of ticket windows. Additionally, basic operational functions such as signage and visitor services, which were previously omitted, were added to ensure efficient facility operations on event days.
5. **Sound System and PA Announcements:** The original design lacked a sound system or public address (PA) system for announcements to spectators and fans. This was a critical omission, and the necessary infrastructure for a sound and PA system was added to ensure clear communication during events, enhancing the overall spectator experience.
6. **Electrical and Connectivity to Videoboard:** The videoboard installed in Phase 1 required additional electrical work and data connectivity, which was not included in the initial Phase 2 design. These adjustments have been made to ensure the videoboard functions properly during events.
7. **Wi-Fi for Fan and Team Needs:** Wi-Fi access was not included in the original scope, yet it is now essential for both fan engagement and team operations. The addition of Wi-Fi infrastructure ensures connectivity for attendees, athletes, and staff during events.
8. **Key Card and Swipe Access for Student-Athletes:** The original package excluded key card and swipe access hardware for student-athletes, which is critical for security and operational efficiency. This access control system has been added to ensure only authorized personnel can access restricted areas within the facility.

*Financial Considerations:*

- **Within Budget:** It is important to note that despite the changes and additional requirements, the project remains well within the total approved project budget. These adjustments have been carefully evaluated to ensure they do not exceed the financial parameters of the project.
- **Additional Credits:** Some of the change orders have led to cost savings or credits that will help offset other expenditures. These credits will ensure that the overall financial impact of the change orders remains manageable and may even result in net savings for the project. The efficient management of these change orders further demonstrates the project's commitment to staying within budget while meeting the evolving needs of the athletic program.

*Rationale for Change Orders:*

As is common in large-scale capital projects, changes are required over the course of development to ensure that the final facility meets the full scope of user requirements and operational needs. The requested change orders are each tied to specific programmatic or functional needs that emerged after the leadership transition. These changes are necessary to ensure the facility meets the current and future demands of the athletic program and provides a high-quality experience for athletes, coaches, and spectators. Not including these change orders could delay completion and require additional costs to include any deficiencies these change orders would address.

*Conclusion:*

The requested change orders are a direct result of thoughtful and strategic modifications designed to optimize the Track Stadium Project's functionality and operational efficiency. These adjustments are essential for ensuring the facility meets the high standards expected by the athletic program and the university as a whole. The project remains on budget, and some change orders have even resulted in credits that will help to further manage costs. We respectfully request the Board's approval of these change orders in order to move forward with the successful completion of the Track Stadium Phase 2 Project. We anticipate the first event in the facility will be to host the Big 10 outdoor championships. Active change orders and estimated cost below. Drawings and plans attached as supplemental.

CPR 61	PR 1- Mechanical changes	(\$3,413)
CPR 62	PR 3-Grade Beam Changes	\$2,268
CPR 63	ASI 2- Drain Tile	\$13,000
CPR 64	ASI 3- Pre-cast Concrete	\$13,329
	PR 2 changes, IT Closet, Ticket window, Custodial closet and Grandstand Wi-Fi rough-in.	\$485,892
CPR 66		
CPR 67	Changes per ASI 8- Retaining wall lay-out. Request for electric flush valves and sink faucets	\$2,260
CPR 68		CPR 75
CPR 69	Irrigation line/ site wall conflict	\$4,745
CPR 70	Substitute PVC pipe	(\$22,814)
CPR 71	Remove concrete overpour	\$2,497
CPR 72	PR 4- TV truck area changes	\$96,350
CPR 73	PR 8- Biometric card readers	\$34,099
CPR 74	PR 10- Finishes revisions	\$24,241
CPR 75	PR 11- Adding electronic flush valves	\$85,015
CPR 76	PR 12- Added wall furring	\$4,426
CPR 77	Add grab bars per RFI 30	\$1,019
CPR 78	Sink change per RFI 35	\$638
CPR 79	PR 5- Fan facing wireless	\$40,000
CPR 80	PR 14- Grandstand/Bleacher changes	\$37,713
CPR 81	PR 15- Throwing cage changes	\$25,000
CPR 82	PR 17- Casework changes	(\$4,600)
CPR 83	PR 9- Delete mop sink per RFI 33	(\$1,203)
CPR	Add Change order allowance	\$200,000
CCD 5	Change door hardware	\$51,339
RFI 25	CIP Wall/Footing Conflicts with Existing Structures	\$9,749
RFI 26	Sanitary + Water Service Conflict	\$0
RFI 30	Changing Room Shower Grab Bar Requirements	\$1,019
RFI 37	Reroute sprinkler main due to conflict	\$7,200

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Projected changes estimate	\$ 1,109,769.00
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UNL Project Name:

**UNL Outdoor Track  
Phase 2**

UNL Project Number: 14477  
UNL Project Manager: Grant Watson

Campus Name: Innovation Campus  
Building Name: Ed Weir Track

Building Number: V009

Building Acronym: EWT  
Address: 1620 Transformation Dr.  
Lincoln, NE 68508

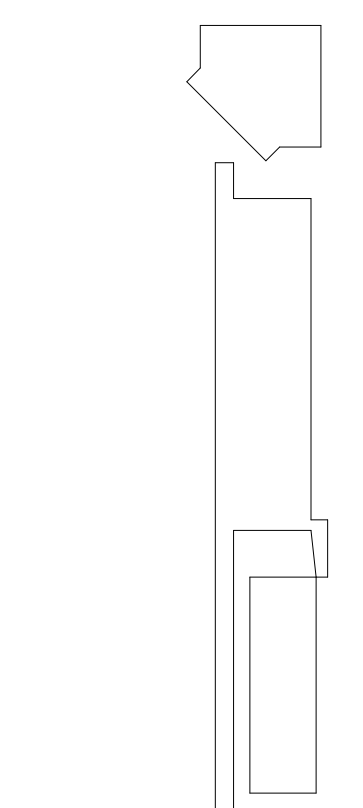
Consultant:  
**CLARK &  
ENERSEN**

Architecture \ Engineering \ Interior Design \ Landscape Architecture \ Planning

clarkensers.com

Fort Collins, Colorado  
Lawrence, Kansas  
Kansas City, Missouri  
Lincoln, Nebraska  
Omaha, Nebraska  
Portland, Oregon  
Charleston, South Carolina

CE No.: 018-269-19



Per Nebraska State Statute 81-3436, section 6.5.3  
Required Information on Technical Submissions  
Clark & Enersen, Inc.  
Architecture Contact: Tim Ripp  
Engineering Contact: TJ Schirmer  
1010 Lincoln Mall, Suite 200  
Lincoln, NE 68508  
COA No. CA0029AE  
Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

Seal:

Project Revisions:

P - 005 01/31/2025 PROPOSAL REQUEST #005  
P - 002 10/31/2024 PROPOSAL REQUEST #002

Issue: UNL Outdoor Track Phase 2 - Construction Documents

Date: April 18, 2024

Dwg File:

Drawn By: JP

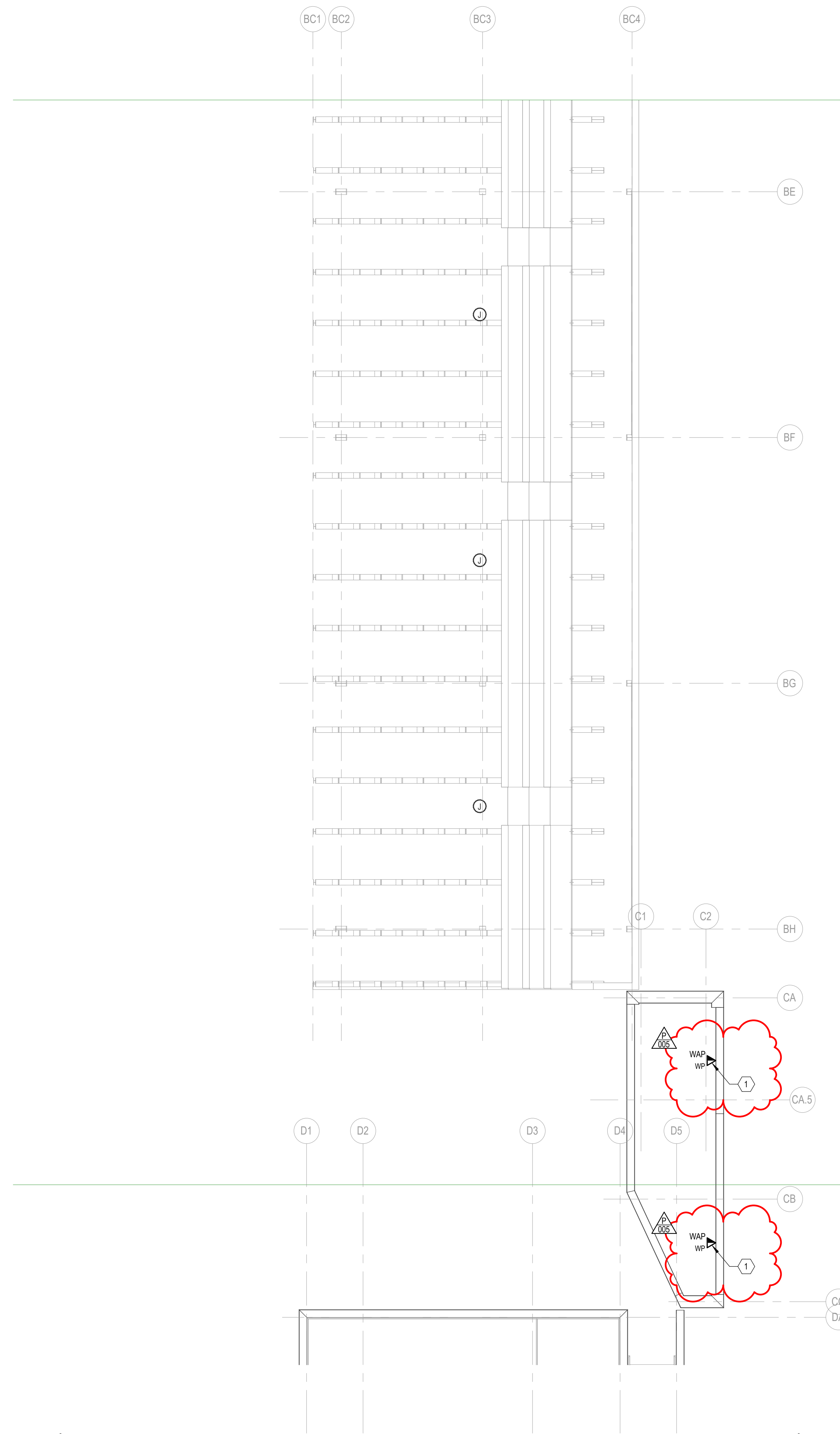
Checked By: TJS

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Sheet Title:  
Second Floor Telecommunications  
Plans - Areas C & D

Sheet Number:

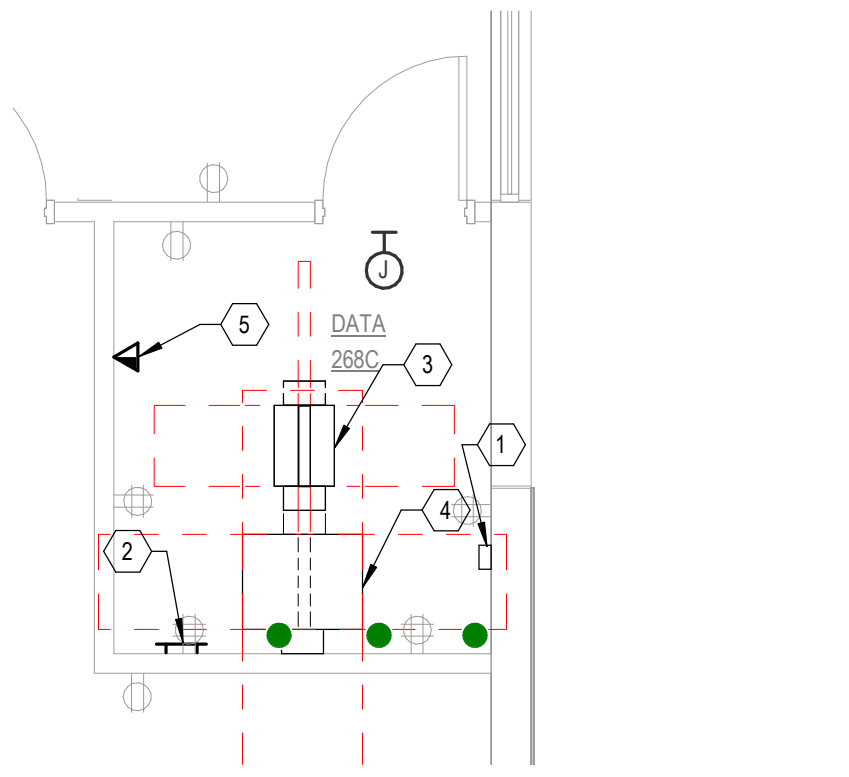
**T1.21**



**1** **SECOND FLOOR TELECOMMUNICATIONS PLAN - AREA C**  
SCALE: 1/8" = 1'-0"

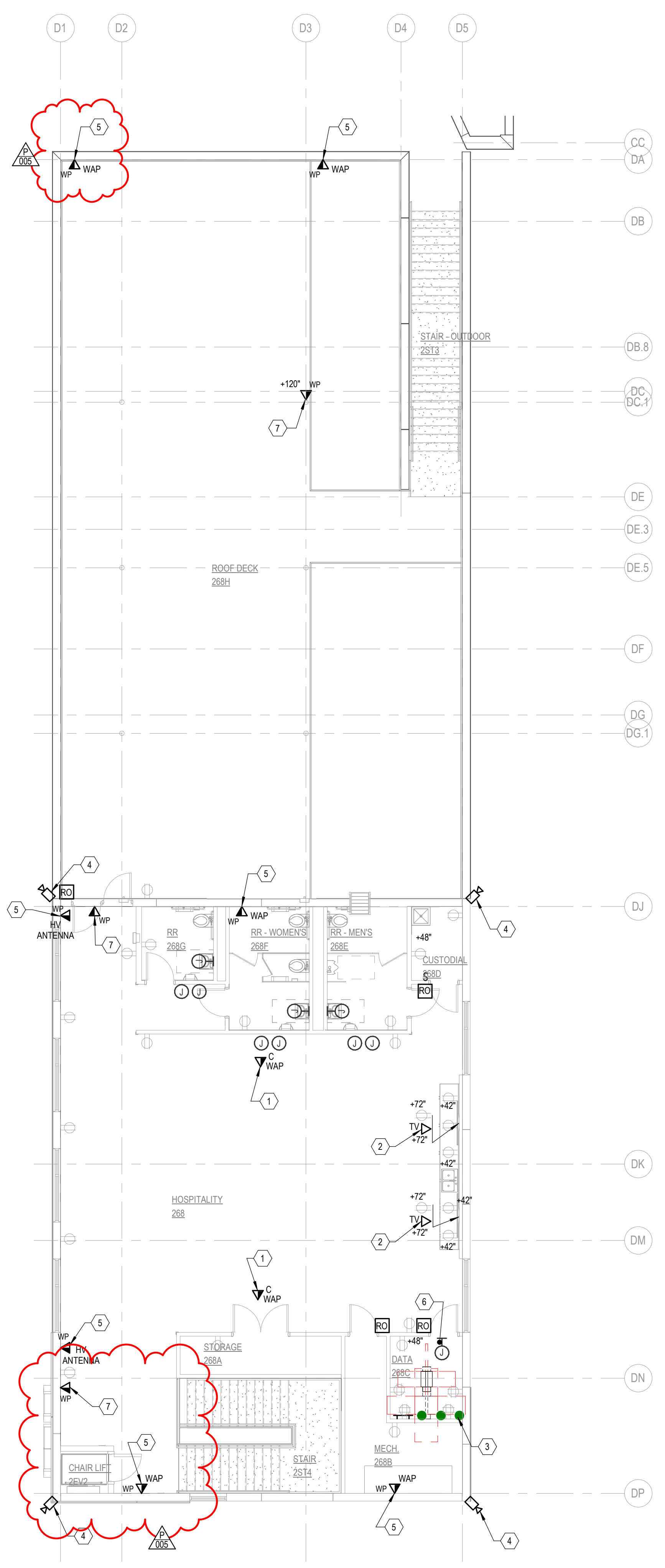
KEY NOTE	DESCRIPTION
1	ROUTE TWO BLUE CATEGORY 6A CABLES TO A WIRELESS ACCESS POINT OR A HUSKERVISION ANTENNA. COIL FIVE FEET OF CABLING JUST INSIDE THE BUILDING NEAR THE EXTERIOR LOCATION INDICATED AND TERMINATE ON A TWO PORT SURFACE MOUNT BOX INSIDE THE EXTERIOR MOUNTED BACKBOX. PROVIDE WEATHERPROOF FACEPLATE TO ACCOMMODATE PATCH CABLE CONNECTION TO WIRELESS ACCESS POINT OR HUSKERVISION ANTENNA. COORDINATE DETAILS WITH UNL.

ROUTE ALL TELECOM CABLING INDICATED ON THIS PLAN TO DATA 288C. SEE THE ELECTRICAL ORIENTATION PLANS FOR PATHWAYS. ROUTE AND SUPPORT ALL TELECOM CABLING PER THE SPECIFICATIONS.



**3** **ENLARGED SOUTH DATA ROOM PLAN**  
SCALE: 1/4" = 1'-0"

KEY NOTE	DESCRIPTION
1	WALL MOUNTED 66 BLOCKS FOR TERMINATION OF THE INCOMING SERVICE ENTRANCE COPPER CABLING. PROVIDE ALL EQUIPMENT AND CONNECTIONS AS REQUIRED TO UTILIZE THE COPPER CABLING FOR PHONE LINE CONNECTIONS TO THE FIRE ALARM CONTROL PANEL. COORDINATE LOCATION AND TERMINATION WITH THE OWNER AND CONNECTIONS TO THE FIRE ALARM CONTROL PANEL WITH UNL.
2	GROUND BUS BAR, INSTALLED BY THE ELECTRICAL CONTRACTOR. ENSURE THE RACK AND CABLE TRAY ARE BONDED AND GROUNDED.
3	TWO POST RELAY RACK FOR TERMINATION OF CABLING. SEE THE RISER DIAGRAMS FOR ADDITIONAL INFORMATION.
4	FOUR POST RELAY RACK FOR OWNER'S EQUIPMENT. SEE THE RISER DIAGRAMS FOR ADDITIONAL INFORMATION.
5	ROUTE TWO BLUE CATEGORY 6 CABLES TO THE CARD ACCESS CONTROL SYSTEM HEAD-END PANEL. COORDINATE LOCATION AND TERMINATION DETAILS WITH THE UNL ACCESS CONTROL GROUP.



**2** **SECOND FLOOR TELECOMMUNICATIONS PLAN - AREA D**  
SCALE: 1/8" = 1'-0"

KEY NOTE	DESCRIPTION
1	ROUTE TWO BLUE CATEGORY 6A CABLES TO A WIRELESS ACCESS POINT. COIL FIFTEEN FEET OF CABLING AT THE LOCATION INDICATED AND TERMINATE ON A TWO PORT SURFACE MOUNT BOX. SEE THE WIRELESS ACCESS POINT DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
2	ROUTE TWO BLUE CATEGORY 6 CABLE TO A TV FACEPLATE OUTLET. SEE THE TV FACEPLATE OUTLET DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
3	VERTICAL PATHWAY STUBBED UP INTO THIS ROOM BY THE ELECTRICAL CONTRACTOR. FOR USE BY THE TELECOM CONTRACTOR. INSTALL CABLE TRAY AGAINST THE WALL FROM BEHIND THE PATHWAY UP TO A HEIGHT THAT IS ABOVE THE ADJACENT ACCESSIBLE CEILING SPACE IN THE LOBBY AREA.
4	ROUTE TWO BLUE CATEGORY 6 CABLES TO A SECURITY CAMERA LOCATION. SEE THE SECURITY CAMERA ROUGH-IN DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION. COORDINATE ALL CAMERA DETAILS WITH UNL.
5	ROUTE TWO BLUE CATEGORY 6A CABLES TO A WIRELESS ACCESS POINT OR A HUSKERVISION ANTENNA. COIL FIVE FEET OF CABLING JUST INSIDE THE BUILDING NEAR THE EXTERIOR LOCATION INDICATED AND TERMINATE ON A TWO PORT SURFACE MOUNT BOX INSIDE THE EXTERIOR MOUNTED BACKBOX. PROVIDE WEATHERPROOF FACEPLATE TO ACCOMMODATE PATCH CABLE CONNECTION TO WIRELESS ACCESS POINT OR HUSKERVISION ANTENNA. COORDINATE DETAILS WITH UNL.
6	SEE THE ENLARGED SOUTH DATA ROOM PLAN FOR ADDITIONAL INFORMATION.
7	OUTLET SHALL BE PROVIDED WITH A BLANK FACEPLATE. FOR FUTURE USE ONLY.

UNL Project Name:

**UNL Outdoor Track  
Phase 2**

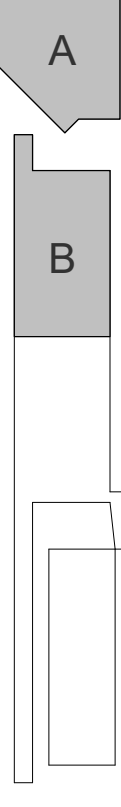
UNL Project Number: 14477  
UNL Project Manager: Grant Watson  
Campus Name: Innovation Campus  
Building Name: Ed Weir Track  
Building Number: V009  
Building Acronym: EWT  
Address: 1620 Transformation Dr.  
Lincoln, NE 68508

Consultant:  
**CLARK &  
ENERSEN**

Architecture \ Engineering \ Interior Design \ Landscape Architecture \ Planning

clarkensers.com  
Fort Collins, Colorado  
Lawrence, Kansas  
Kansas City, Missouri  
Lincoln, Nebraska  
Omaha, Nebraska  
Portland, Oregon  
Charleston, South Carolina

CE No.: 018-269-19



Per Nebraska State Statute 81-3436, section 6.5.3  
**Required Information on Technical Submissions**  
Clark & Enersen, Inc.  
Architecture Contact: Tim Ripp  
Engineering Contact: TJ Schirmer  
1010 Lincoln Mall, Suite 200  
Lincoln, NE 68508  
COA No. CA0029AE  
Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

Seal:

Project Revisions:

P - 005 01/31/2025 PROPOSAL REQUEST #005  
P - 002 10/31/2024 PROPOSAL REQUEST #002

Issue: UNL Outdoor Track Phase 2 - Construction Documents

Date: April 18, 2024

Dwg File:

Drawn By: JP

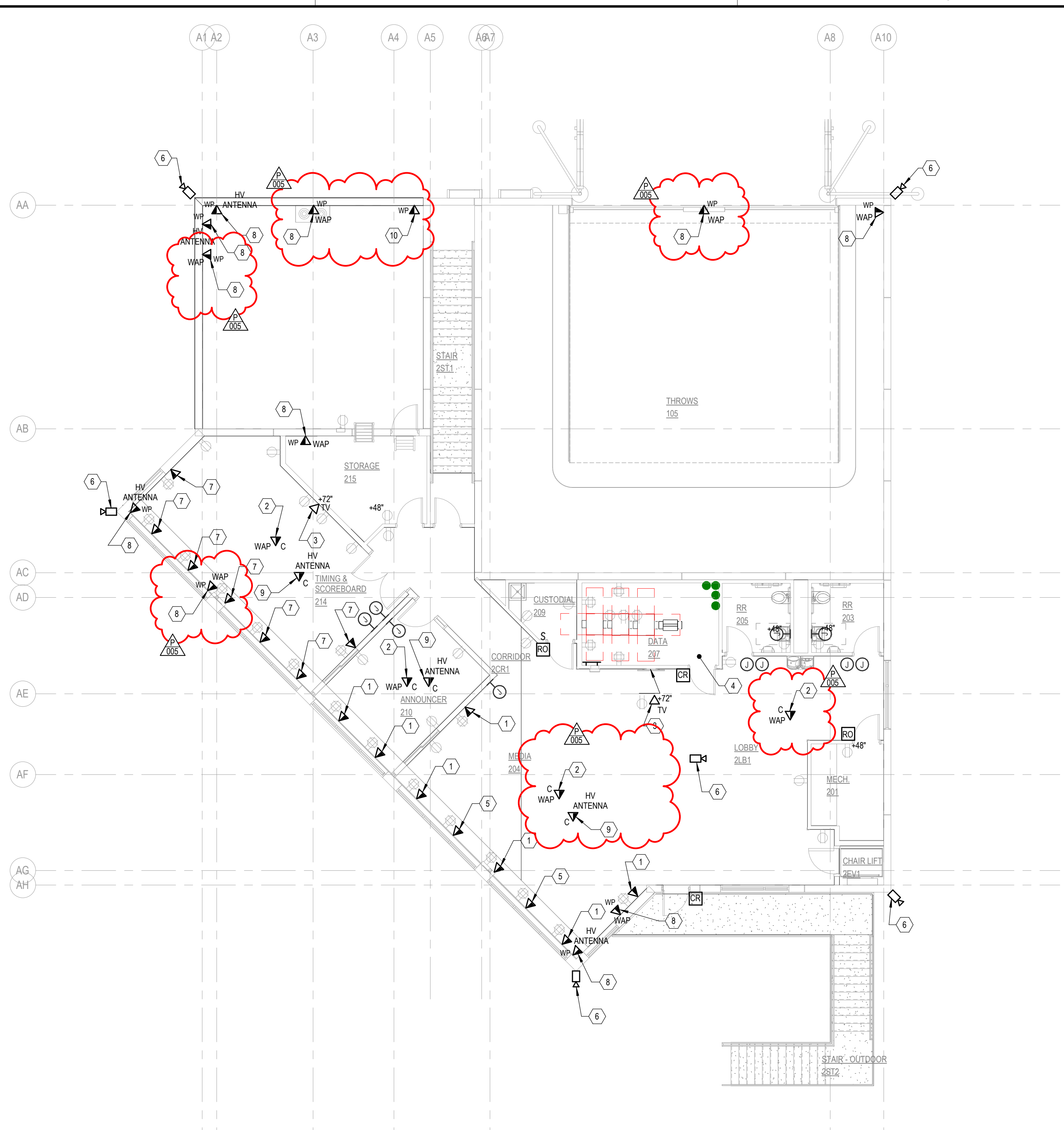
Checked By: TJS

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Sheet Title:  
Second Floor Telecommunications  
Plans - Areas A & B

Sheet Number:

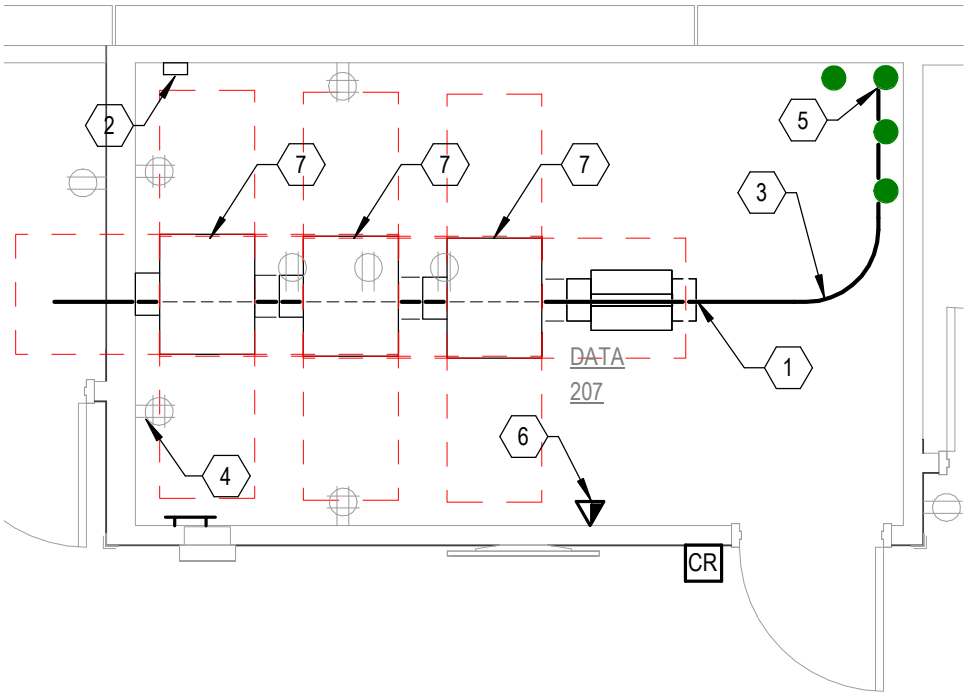
**T1.20**



**1 SECOND FLOOR TELECOMMUNICATIONS PLAN - AREA A**  
SCALE: 1/8" = 1'-0"

KEY NOTE	DESCRIPTION
1	ROUTE TWO BLUE CATEGORY 6 CABLES TO A TWO PORT FACEPLATE OUTLET. SEE THE TWO PORT FACEPLATE OUTLET DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
2	ROUTE TWO BLUE CATEGORY 6 CABLES TO A WIRELESS ACCESS POINT. COIL FIFTEEN FEET OF CABLEING AT THE LOCATION INDICATED AND TERMINATE ON A TWO PORT SURFACE MOUNT BOX. SEE THE WIRELESS ACCESS POINT DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
3	ROUTE TWO BLUE CATEGORY 6 CABLE TO A TV FACEPLATE OUTLET. SEE THE TV FACEPLATE OUTLET DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
4	SEE THE ENLARGED NORTH DATA ROOM PLAN FOR ADDITIONAL INFORMATION.
5	DATA OUTLET FOR FUTURE USE ONLY. PROVIDE AND INSTALL A BLANK FACEPLATE ON BACKBOX.
6	ROUTE TWO BLUE CATEGORY 6 CABLES TO A SECURITY CAMERA LOCATION. SEE THE SECURITY CAMERA ROUGH-IN DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION. COORDINATE ALL CAMERA DETAILS WITH UNL.
7	ROUTE SIX BLUE CATEGORY 6 CABLES TO A SIX PORT FACEPLATE OUTLET. SEE THE SIX PORT FACEPLATE OUTLET DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
8	ROUTE TWO BLUE CATEGORY 6A CABLES TO A WIRELESS ACCESS POINT OR A HUSKERVISION ANTENNA. COIL FIVE FEET OF CABLEING JUST INSIDE THE BUILDING NEAR THE EXTERIOR LOCATION INDICATED AND TERMINATE ON A TWO PORT SURFACE MOUNT BOX INSIDE THE EXTERIOR MOUNTED BACKBOX. PROVIDE WEATHERPROOF FACEPLATE TO ACCOMMODATE PATCH CABLE CONNECTION TO WIRELESS ACCESS POINT OR HUSKERVISION ANTENNA. COORDINATE DETAILS WITH UNL.
9	ROUTE TWO BLUE CATEGORY 6A CABLES TO A HUSKERVISION ANTENNA. COIL FIFTEEN FEET OF CABLEING AT THE LOCATION INDICATED AND TERMINATE ON A TWO PORT SURFACE MOUNT BOX. SEE THE WIRELESS ACCESS POINT DETAIL AND THE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
10	OUTLET SHALL BE PROVIDED WITH A BLANK FACEPLATE. FOR FUTURE USE ONLY.

ROUTE ALL TELECOM CABLING INDICATED ON THIS PLAN TO DATA ROOM 207. SEE THE ELECTRICAL ORIENTATION PLANS FOR PATHWAYS. ROUTE AND SUPPORT ALL TELECOM CABLING PER THE SPECIFICATIONS.



**3 ENLARGED NORTH DATA ROOM PLAN**  
SCALE: 1/4" = 1'-0"

KEY NOTE	DESCRIPTION
1	TWO POST RELAY RACK FOR TERMINATION OF CABLEING. SEE THE RISER DIAGRAMS FOR ADDITIONAL INFORMATION.
2	WALL MOUNTED 66 BLOCKS FOR TERMINATION OF THE 25TP COPPER BACKBONE CABLING. COORDINATE LOCATION AND TERMINATION WITH THE OWNER.
3	INSTALL A CABLE TRAY FROM THE WALL, ACROSS THE TOP OF THE RELAY RACK AND THEN STUBBED OUT INTO THE ROOM ABOVE THE ACCESSIBLE CEILING SPACE AS SHOWN. SEE THE CABLE TRAY DETAIL ON SHEET T1.21 FOR ADDITIONAL INFORMATION.
4	GROUND BUS BAR, INSTALLED BY THE ELECTRICAL CONTRACTOR. ENSURE THE RACK AND CABLE TRAY ARE BONDED AND GROUNDED.
5	PATHWAY FOR BACKBONE CABLING, INSTALLED BY THE ELECTRICAL CONTRACTOR. ROUTE CABLE TRAY DOWN THE WALL FROM THE HORIZONTALLY INSTALLED TRAY FOR SUPPORT OF CABLEING.
6	ROUTE TWO BLUE CATEGORY 6 CABLES TO THE CARD ACCESS CONTROL SYSTEM HEAD-END PANEL. COORDINATE LOCATION AND TERMINATION DETAILS WITH THE UNL ACCESS CONTROL GROUP.
7	FOUR POST RELAY RACK FOR OWNER'S EQUIPMENT. SEE THE RISER DIAGRAMS FOR ADDITIONAL INFORMATION.

**2 SECOND FLOOR TELECOMMUNICATIONS PLAN - AREA B**  
SCALE: 1/8" = 1'-0"

KEY NOTE	DESCRIPTION
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# BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve budget increase for the UNL LB384 Pershing Military and Naval Science Building Renovation Project

Review       Review + Action       Action       Discussion

*This is a report required by Regents' policy.*

**PRESENTERS:** Anne C. Barnes, Interim Vice President | CFO  
Doug D. Carlson, AVP & Director of University Services

### PURPOSE & KEY POINTS

The Pershing Military and Naval Science Building Renovation (UNL) is a LB384, Deferred Maintenance project. During construction, unforeseen building conditions were encountered, depleting the contingency budget more rapidly than anticipated. Specifically:

- The removal of hazardous ceiling materials revealed deteriorated vertical ductwork embedded in concrete block walls at 21 locations. The duct seams were separated, improperly supported, and unsuitable for the new HVAC system, necessitating replacement.
- Electrical branch power systems were found to be non-code compliant, with missing ground wires, shared neutrals, conduit fill issues, and deteriorating cloth-wrapped wiring, requiring immediate replacement.
- Hazardous ceiling removal and replacement at three stairwells, initially an alternate bid consideration that was excluded due to budget constraints, became necessary as materials were found compromised and falling to the floor.

This agenda item requests approval to increase the project budget. LB384 funds will be used to fund the budget increase.

	<u>Current Budget</u>	<u>Revised Budget</u>
Construction Costs	\$ 9,488,042.00	\$ 10,081,342.00
Non-Construction Costs	\$ 1,187,958.00	\$ 1,279,958.00
Total Project Costs	\$ 10,676,000.00	\$ 11,361,300.00

### BACKGROUND INFORMATION

The BOR approved the Pershing Military and Naval Science Building Renovation Project in December, 2021 with a total project cost of \$10,000,000. A standard form construction agreement was approved in February 2023 but not executed. A budget increase of \$676,000 was approved in February 2024 and a budget reallocation between Construction and Non-Construction was approved in November 2023.

### RECOMMENDATION

The President recommends approval.

The renovation of the **Pershing Military and Naval Science Building** is a deferred maintenance project. During construction, unforeseen building conditions significantly impacted the contingency budget. Key issues include:

- **Deteriorated Ductwork:** The removal of hazardous ceiling materials revealed 21 locations where vertical ductwork was embedded in concrete block walls. The ducts were improperly supported, each with separated seams, making them incompatible with the new HVAC system. Replacement was necessary and largely completed using contingency funds, leaving a remaining contingency balance of **\$30K**.
- **Non-Code Compliant Electrical Systems:** Electrical branch power systems were found to have missing ground wires, shared neutrals, conduit fill issues, and deteriorating cloth-wrapped wiring. These issues, concealed behind panels and junction boxes, only became visible during construction. Eleven panels require updates to meet code requirements, at a cost exceeding the remaining contingency balance. Without these upgrades the State Electrical Inspector will likely fail the inspection which would result in occupancy NOT being granted
- **Compromised Stairwell Ceilings:** Hazardous ceiling materials in **three stairwells**, initially excluded from the project due to budget constraints, were found deteriorating and falling. The hazardous material that was abated to a point that only affected construction can now be seen continuously falling further into the area that was to be left out of construction. Without abatement, these stairwells would need to be closed, severely limiting egress and preventing full re-occupancy of the building
- **Wall Paint Damage:** Extended exposure to fluctuating temperatures due to the lack of HVAC has caused wall paint in multiple areas to crack and peel. While not all rooms were originally slated for repainting, updating the entire interior would ensure a consistent and professional learning environment, rather than a mix of newly renovated and visibly deteriorated spaces.
- **Recapturing Previously Waived Fees:** Project Management fees were reduced and reallocated to the General Construction contract in order to kick this project off within the low bid received. An internal audit conducted by the Nebraska Internal Audit and Advisory Services determined that waiving fees was an inappropriate practice and recommended corrective action to address the resulting under-collection. This budget increase request includes \$92,292 to recapture previously waived fees.



# BOARD OF REGENTS AGENDA ITEM SUMMARY

---

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Ratify GMP Amendments 2, 3 & 4 and Approve proposed Change Orders exceeding 1.25% of the project cost for the Westbrook Music Building LB384 Replacement Project

Review       Review + Action       Action       Discussion

*This is a report required by Regents' policy.*

**PRESENTERS:** Anne C. Barnes, Interim Vice President | CFO  
Doug D. Carlson, AVP & Director of University Services

### PURPOSE & KEY POINTS

RP-6.3.1.4f, requires the Board of Regents' approval for amendments or change orders that exceed, in the aggregate, the greater of \$1,000,000 or 1.25% of the total project cost. The agenda items approved for the projects' contracts listed below included a statement to the effect, "Upon execution, the GMP amendments will be reported through the standard contract reporting process." Previous FPCP leadership understood this approval as encompassing future amendments to GMP contracts. All amendments were included in the contract values reported to the Board of Regents in the reports required by RP-6.3.1.4d [contracts over \$1,000,000] and RP-6.3.6.2e [quarterly report]. University of Nebraska Internal Audit and Advisory Services recommends, and current FPCP leadership concurs, ratifying amendments and change orders that exceed the aggregate threshold that, while reported to the Board, were not explicitly approved by the Board. This item seeks approval to ratify the following contract amendments and change orders.

#### Westbrook Music Building LB348 Replacement Project

GMP Amendment #2	Bid Package 2	\$18,111,444
GMP Amendment #3	Bid Package 3	\$30,437,156
GMP Amendment #4	Full GMP	<u>\$11,742,917</u>
	Total	\$60,291,517

As of 2-27-25 and since the execution of GMP Amendment 4, the project has an additional \$358,669 of change orders in process. It is anticipated that the execution of the 10<sup>th</sup> Street construction work changes and other desired changes will cause the aggregate change orders to exceed 1.25% of the project value. To maintain schedule, this item requests permission for the University President or his designee to execute change orders which will bring the aggregate

change order total since Amendment 4 up to \$1,300,000. Construction and non-construction contingencies total \$1,772,223 as of 2-27-25. The BOR previously approved a \$350,00 budget increase and municipal funding partnership with the City of Lincoln, so this aggregated change order does not require an increase to the budget.

Unlike traditional Design-Bid-Build, where all construction documents are completed before bidding, CM/GMP allows contractors to bid and buy out work in design packages while subsequent design packages are still being finalized, and multiple contract amendments are an inherent part of the delivery method-not a result of poor planning. This accelerates project timelines but requires multiple contract amendments for:

- Preconstruction Services (initial planning and coordination)
- Early Procurement Packages (long-lead materials to avoid delays)
- Foundation Work (to begin site work while finalizing building design)
- Core and Shell (allowing enclosure work to proceed)
- Final Amendment (incorporating the remaining scope)

Westbrook schedule if approved:

5/16/25	Phase 1 Substantial Completion
5/17/25	Move into Phase 1
6/10/25	Start Demolition, Phase 2 work starts
12/19/25	Phase 2 Substantial Completion.

### **BACKGROUND INFORMATION**

December 3, 2021- Board of Regents approved the Program Statement for the Westbrook Music Building Replacement Project.

December 2, 2022- Board of Regents approved Guaranteed Maximum Price contract Amendment 1.

August 8, 2024- Board of Regents approved a \$350,000 budget increase and municipal funding partnership with the City of Lincoln for 10<sup>th</sup> Street Road work.

### **RECOMMENDATION**

The President recommends approval.



# BOARD OF REGENTS AGENDA ITEM SUMMARY

---

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve Intermediate Design Report #1 for enabling work for Project Health at the University of Nebraska Medical Center.

**Review**       **Review + Action**       **Action**       **Discussion**  
 *This is a report required by Regents' policy.*

**PRESENTERS:** Dele Davies, Interim Chancellor  
Anne Barnes, Vice Chancellor for Business and Finance

### **PURPOSE & KEY POINTS**

Project Health Intermediate Design Report 1 (IDR) for enabling work has been approved by the Business and Finance Committee.

The project remains within the Program Statement budget allocation of \$2.19B and on schedule. This is the first IDR for this project. It is anticipated that there will be a total of four IDR submissions for this large project.

This IDR provides approval for demolition and relocation of utilities on the site, install site storm water and drainage systems, site excavation, and preconstruction work for the heavy building components (i.e. elevator shafts).

### **BACKGROUND INFORMATION**

On October 5, 2023, the Board of Regents approved a waiver to Regents Policy 6.3.6 related to the project sequencing for Project Health.

On August 3, 2024, the Board of Regents approved the Program Statement for Project Health at the University of Nebraska Medical Center.

### **RECOMMENDATION**

The President recommends approval.



# BOARD OF REGENTS AGENDA ITEM SUMMARY

---

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve Integrated Project Delivery Agreement for Project Health

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Dele Davies, UNMC Interim Chancellor  
Anne Barnes, UNMC Vice Chancellor for Business and Finance

### **PURPOSE & KEY POINTS**

Project Health Integrated Project Delivery Agreement is the formal contract for between the owner, architect, and contractor. This Agreement supersedes the Tri-Party Interim Agreement executed on January 2, 2024 inclusive of all Amendments to the Tri-Party Interim Agreement.

The project remains within the Program Statement budget allocation of \$2.19B and on schedule

### **BACKGROUND INFORMATION**

On October 5, 2023, the Board of Regents approved a waiver to Regents Policy 6.3.6 related to the project sequencing for Project Health.

On August 3, 2024, the Board of Regents approved the Program Statement for Project Health at the University of Nebraska Medical Center.

### **RECOMMENDATION**

The President recommends approval.



# INTEGRATED PROJECT DELIVERY AGREEMENT

This Integrated Project Delivery Agreement ("Agreement") is entered into on [insert date] ("Effective Date") between the Board of Regents of the University of Nebraska, a public corporate and governing body of and for the University of Nebraska, located at Varner Hall, 3835 Holdrege Street, Lincoln NE, 68583 ("University"), HDR Architecture, Inc. located at 1916 67th Street, Omaha, NE 68106 ("Architect"), and Kiewit Building Group Inc., located at 1550 Mike Fahey Street, Omaha, NE, 68102 ("Contractor"), for complete design and construction of Phase 1 of Project NExT ("Project"). The Parties agree that all Work performed on the Project is subject to the following terms and conditions. This Agreement supersedes the Tri-Party Interim Agreement executed on January 2, 2024 inclusive of all Amendments to the Tri-Party Interim Agreement.

By executing this Agreement, each of the signatories below represents that he or she has authority to bind the Party on whose behalf his or her execution is made.

<b>University:</b> Board of Regents of the University of Nebraska  By: _____ Dr. Jeffery P. Gold, President	
<b>Architect:</b> HDR Architecture  By: _____ Mike Doiel, Senior Vice President License No.: CA0481	<b>Contractor:</b> Kiewit Building Group Inc.  By: _____ John Sibley, Senior Vice President License No. 1701796

## BUSINESS TERMS SHEET

Certain key business terms are set forth below and included in the Agreement. Key business terms that are incomplete will be incorporated by Amendment.

Project Management and Key Consultants			
Senior Management Team (SMT)	University: Jennifer Bartholomew Architect: Mike Doiel Contractor: John Sibley		
Project Management Team (PMT)	University: Andrew Balus Architect: Bryan Nielsen Contractor: Alan Brodin		
Project Advisor	Hammes Company Healthcare, LLC		
Auditor	KPMG		
Project Neutral per Section 4.2.2(a) of Agreement	TBD (By Amendment)		
Compensation			
Project Budget	\$2,191,000,000.00		
Target Cost	\$TBD		
Savings Threshold (TC-\$1)	\$TBD		
Key Performance Indicators	<b>(Exhibit 4G)</b>		
Shared Savings, if earned, after KPIs, and up to cumulative amount of \$ _____ earned by the Risk/Reward Team ("cap")	Final Actual Cost $\leq$ Savings Threshold	Risk/Reward Team	University
	If no KPIs are earned	___%	___%
	1 KPI earned	___%	___%
KPI's Defined in <b>(Exhibit 4G)</b>	2 KPIs earned	___%	___%
	3 KPIs earned	___%	___%
	4 KPIs earned	___%	___%
	5 KPIs earned	___%	___%
ICL	\$TBD (See <b>Exhibit 4C</b> ) (By Amendment)		
Architect's and Risk/Reward Design Partners' Billable Rates	<b>(Exhibit 4D)</b>		
Contractor's and Risk/Reward Trade Partners' Billable Rates and Overhead	<b>(Exhibit 4E)</b>		
ICL, ICL Share, profit, and Change Order Profit	<b>(Exhibit 4C)</b>		
Payment and Performance Bond	___% Chargeable Costs for the Volume of Construction Work		
Schedule			
Adverse Weather Days	___ days per year.		
Substantial Completion Date	(established by Amendment)		
Final Completion Date	(established by Amendment)		
Insurance			
Additional Insureds	(established by Amendment)		





## EXHIBITS

<b>Exhibit 1</b>	<b>Definitions</b>	Included
<b>Exhibit 2</b>	<b>General Conditions</b>	Included
<b>Exhibit 3</b>	<b>Project Scope</b>	
Exhibit 3A	Program Statement	Included
Exhibit 3B	Validation Report	By Amendment
Exhibit 3C	Milestone Dates	Included
Exhibit 3D	Added Value Incentive Items	By Amendment
Exhibit 3E	Implementation Documents	By Amendment
Exhibit 3F	Conditions of Satisfaction	By Amendment
<b>Exhibit 4</b>	<b>Compensation</b>	
Exhibit 4A	Target Cost Breakdown	By Amendment
Exhibit 4B	Qualifications and Assumptions	By Amendment
Exhibit 4C	ICL Share and Distribution Spreadsheet	By Amendment
Exhibit 4D	Architect's and Risk/Reward Design Partners' Billable Rates	By Amendment
Exhibit 4E	Contractor's and Risk/Reward Trade Partners' Billable Rates and Overhead	By Amendment
Exhibit 4F	Equipment Rates	By Amendment
Exhibit 4G	Key Performance Indicators	By Amendment
<b>Exhibit 5</b>	<b>Performance, Scheduling, and Planning</b>	
Exhibit 5A	Master Schedule	By Amendment
Exhibit 5B	Resource Loaded Work Plans	By Amendment
Exhibit 5C	Contract Task Matrix	By Amendment
Exhibit 5D	Project Charter	By Amendment
<b>Exhibit 6</b>	<b>Project Insurance Requirements</b>	
Exhibit 6A	University Controlled Insurance Program	By Amendment
Exhibit 6B	Contractor Provided Insurance	By Amendment
Exhibit 6C	Architect Provided Insurance	By Amendment
<b>Exhibit 7</b>	<b>University's Information</b>	
Exhibit 7A	Project Description/Site Description	By Amendment
Exhibit 7B	Separate Consultants and Separate Contractors	By Amendment
Exhibit 7C	Payment and Performance Bonds	By Amendment

## Project Manual

The following forms and information will be included in the Project Manual at the Project site office and also posted to the Project Management Information System portal once established. By execution of this Agreement, Architect and Contractor acknowledges that they have respectively reviewed and become familiar with all forms and policies included in the Project Manual and will adhere to the Project Manual while performing their respective portion of the Work. The most current Project Manual is incorporated into this Agreement by reference.

Tab 1	Form Payment Application and Certification
Tab 2	Warranty Form
Tab 3	Co-Location Plan
Tab 4	BIM Execution Plan
Tab 5	LEAN Guidelines
Tab 6	QA/QC Plan
Tab 7	Site-Specific Safety and Health Program
Tab 8	Project Roster
Tab 9	Risk/Opportunity Register
Tab 10	Crisis Management Plan
Tab 11	Communications Protocol
Tab 12	Site Logistics Plan
Tab 13	Traffic Control Plan
Tab 14	Storm Water Pollution Prevention Plan
Tab 15	Indoor Air Quality
Tab 16	Interim Life Safety
Tab 17	University Rules, Policies, Procedures



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## 1. DEFINITIONS

**1.1 Defined Terms.** Defined terms and titles of exhibits are capitalized throughout the Agreement and the Exhibits. The definitions for this Agreement and the General Conditions are set forth in alphabetical order in **Exhibit 1**. University, Architect, and Contractor may be individually referred to as a Party and will be collectively referred to as the Parties throughout this Agreement (inclusive of Exhibits). References to "subcontractor" in lower case refer to all of Contractor's subcontractors (inclusive of any tier), including the Risk/Reward Trade Partners. The term "subcontractor" does not include suppliers. References to "consultant" in lower case refers to all of Architect's consultants (inclusive of any tier), including Risk/Reward Design Partners.

## 2. THE PROJECT

**2.1 The Project.** The description of the Project and site are set forth in **Exhibit 7A**.

**2.2 Project Objective.** The University and Risk/Reward Team will jointly develop the Project Objective based upon the University's requirements, goals, and limitations. The Project Objective is comprised of the Project Scope (**Exhibit 3**) and Target Cost Breakdown (**Exhibit 4A**), subject to adjustment through executed Change Order, the Qualifications and Assumptions (**Exhibit 4B**), the most current approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**), the Key Performance Indicators (**Exhibit 4G**), the Project Charter (**Exhibit 5D**), and the Contract Time. The Project Objective establishes the Project requirements and standards for measuring the Project's success. The various components of the Project Objective will be incorporated into the Agreement through Amendment at the end of the Validation Stage upon recommendation of the Project Management Team ("PMT") and approval by the Senior Management Team ("SMT").

**2.3 Project Stages and Sub-Projects.** This Project has 4 stages of Work: Programming Stage, Validation Stage, Design/Preconstruction Stage, and Construction Stage. The Project may also be divided into one or more sub-projects based on location or type of work (e.g. tunnel, bridge, etc.). At any point in time, Work in different sub-projects may be in different stages. For example, Work may be in the Construction Stage for one sub-project while in the Design/Preconstruction Stage of a different sub-project. If the Project has sub-projects, the Target Cost must also be broken down by sub-project so that Chargeable Costs can be accurately tracked against each separate sub-projects. Sub-projects will also have separate milestone dates and will be identified and tracked as sub-projects in the Takt Plan.

## 3. THE PARTIES AND THEIR OBLIGATIONS

**3.1 Relationship of the Parties.** Although this Agreement establishes a relationship of mutual trust and good faith among the Parties, who recognize that their individual success is directly tied to the performance of other Project Participants, it does not create an agency relationship, fiduciary relationship, partnership, or joint venture among or between the Parties. Architect is an independent contractor solely responsible for directing and managing its employees, Risk/Reward Design Partners, and consultants with respect to performance of the Design Services and within its area of expertise, license, and responsibility. Contractor is an independent contractor solely responsible for directing and managing its employees,



subcontractors and suppliers with respect to performance of Preconstruction Services and Construction Work and within its area of expertise, license, and responsibility. The Parties acknowledge that this Agreement is not a design-build agreement and that each Party is responsible for its own errors, omissions or construction defects to the extent provided in this Agreement. Likewise, nothing contained in this Agreement makes any Party jointly and severally liable for the breach of this Agreement by any other Party, Willful Default of any other Party, or the negligent acts or omissions of any other Party, except that (a) the Contractor is responsible for the acts, errors, and omissions of its employees, subcontractors, and suppliers, and the Architect is responsible for the acts, errors and omissions of its employees and consultants; and (b) the Incentive Compensation Layer ("ICL") may be eroded if errors or omissions, Willful Default, or breach of Architect, Contractor, or those for whom they are responsible increase the incurred Chargeable Costs.

**3.2 Work.** Architect, Contractor, and their respective consultants, subcontractors, and suppliers will timely and properly perform their respective portions of the Work in accordance with the performance requirements set forth in Section 3.4, the Contract Documents, and all Applicable Law.

**3.3 Licensing.** Architect, Contractor, and their respective consultants and subcontractors will be properly licensed pursuant to the Applicable Laws governing design and construction in the State of Nebraska. Nothing in this Agreement will require Architect, Contractor, or any of their respective consultants and subcontractors, to perform any Work outside of their respective licenses or contrary to Applicable Law.

**3.4 Performance Requirements.** Architect, Contractor, and their respective consultants and subcontractors, and suppliers will perform their respective Work using integrated project delivery in accordance with the Project Objective and other Contract Documents. The Parties will actively participate and collaborate with other Project Participants in the Target Value Delivery process to achieve best value based on the Project Objective, optimal design, increased labor efficiency, and reduction of waste and re-work through utilization of the Lean™ project delivery methods and Building Information Modeling ("BIM"). The University and Risk/Reward Team will adhere to the values set forth in the Project Charter (**Exhibit 5D**), make meaningful commitments to one another, and keep their respective commitments with respect to timely and properly performing all Work and providing all required deliverables under the most current, approved, Contract Task Matrix (**Exhibit 5C**) and the Contract Documents.

**3.5 Key Personnel.** The University, Architect, Contractor, and their respective consultants and subcontractors must provide an adequate number of competent management and field personnel during performance of the Work. Key personnel for each Risk/Reward Team Member will be listed in the Contractor's and Architect's RLWP (**Exhibit 5B**). Unless otherwise requested by the University, key personnel of a Risk/Reward Team Member may not be removed from, or added to, the Project without prior written consent of the PMT except for death, disability, or departure of person from employment. The PMT collectively or the University, individually, may require replacement of any key personnel (or other personnel) with another employee if that employee is considered disruptive to the collaborative process or if removal of that person is considered to be in the best interest of the Project. If a replacement occurs, the proposed key personnel (or other personnel) will have substantially equivalent or





better qualifications than the former employee, and all candidates are subject to final approval by the PMT, which will not be unreasonably withheld.

**3.6 Collaboration.** The Parties will jointly manage the day-to-day operations of the Project through the PMT pursuant to Article 4, and will cooperate and assist the PMT and the Project Implementation Teams (“PITs”), subject to the limits of their respective professional expertise, Nebraska state licensing requirements and restrictions, and abilities.

**3.7 University.** University will actively collaborate with other Project Participants in the Target Value Delivery process and timely perform University designated tasks set forth in the most current approved Contract Task Matrix (**Exhibit 5C**) in support of successfully delivering the Project in accordance with the Contract Documents. University will provide the University’s requirements, goals, and limitations for the Project and actively participate in developing and documenting the Project Scope (**Exhibit 3**), and Project Objective.

3.7.1 University's Representatives and Authority. The University has assigned a representative to serve on the PMT per Section 4.1 and a representative to serve on the SMT per Section 4.2. The University's representatives are identified in the Business Terms Sheet. University's PMT representative has the authority to act on behalf of the University with respect to day-to-day operations of the Project but does not have the authority to approve Change Orders. University's SMT representative has the authority to act on University's behalf as further described in this Agreement, and is authorized to approve Change Orders in accordance with the University's Board of Regents policies.

3.7.2 University's Separate Contractors and Separate Consultants. University may directly retain Separate Contractors and Separate Consultants to perform services or work related to the Project per Section 5.4. University is responsible for the timeliness and quality of the respective work and services of its Separate Consultants and Separate Contractors. The Risk/Reward Team will coordinate their portions of the Work with that of University's Separate Contractors and Separate Consultants to allow for smooth and efficient workflow and integrated work product. Separate Contractors and Separate Consultants will be included in the Project Roster (Tab 8, Project Manual) and incorporated into the Contract Task Matrix (**Exhibit 5C**).

3.7.3 University Provided Information. University will provide a legal description of the property, access to all existing documentation, all geotechnical or environmental impact reports, and other reports as may be required for proper performance of the Work and that are in University's possession. Risk/Reward Team Members that participate in the Joint Site Investigation may rely upon the completeness and accuracy of the information provided by the University to the extent that such information is not contradicted by the conditions observed by the Risk/Reward Team during the Joint Site Investigation or any additional documents and reports provided by University.

3.7.4 Permits and Fees. University will pay for all entitlements, easements, assessments, building permit, and fees required for the development, use, or occupancy of the Project. Special permits and fees related to the Construction Work that are paid by a Risk/Reward Team Member are included in the Target Cost and are a Chargeable Cost of that Party when paid.



3.7.5 Project Advisor. The University has engaged the Project Advisor set forth in the Business Terms Sheet to assist the University in facilitation of the Project. The Project Advisor may participate in PMT and SMT meetings, although the Project Advisor is not a Party to this Agreement and the presence of the Project Advisor at a PMT or SMT meeting does not increase the number of votes allocated to the University. Responsibilities include:

- (a) Organizing and managing the co-location facility, including facilitating discussions within and between the PITs, PMT, and SMT.
- (b) Facilitating Takt Planning and Target Value Delivery process.
- (c) Facilitating the validation process, and oversee preparation of the Validation Report.
- (d) Assist with establishment of KPI in collaboration with the PMT and SMT, and once established assist the University in monitoring and tracking the KPIs.
- (e) Facilitating Lean™ training as may be necessary for Project Participants and engage relevant Project Participants in root cause analyses of deviations in the quality assurance/quality control plan, cost model, schedule, and based on those analyses, assist the PMT with initiating necessary corrective action through PMT Bulletin.
- (f) Monitoring cost and scheduling processes.
- (g) Provide advice and counsel to the PMT and SMT regarding management of the Project and assisting with documenting PMT and SMT decisions.
- (h) Assist the University with management of the Agreement and oversight of the processes required by the Agreement.

3.7.6 Auditor. The University has engaged the Auditor set forth in the Business Terms Sheet to assist the University with auditing of the Risk/Reward Team's billable rates and overhead, to assist in, and verify, the initial cost model set up based on the Target Cost and the Chargeable Costs, and to perform interim audits as may be required by this Agreement during performance of the Work, and the final audit. The Auditor or may participate in PMT and SMT meetings, although the Auditor is not a Party to this Agreement and the presence of the Auditor at a PMT or SMT meeting does not increase the number of votes allocated to the University.

3.7.7 Legal, Accounting, and Insurance Services. Each Party is responsible for its own legal counsel, accounting services, and insurance services necessary to protect its own interests.

3.7.8 PMT Participation and Deliverables. University will actively participate with the other PMT members and PITs in further development of the Contract Task Matrix, a BIM Execution Plan (Tab 4, Project Manual), and other management protocols and tools, and will perform the contract tasks assigned to it in the most current, approved Contract Task Matrix (**Exhibit 5C**).



3.7.9 Other Obligations. In addition to the above, the University will participate as part of the PMT in making timely decisions necessary to support the Project Objective, University will make timely payments per Article 9, and perform all other University-designated tasks as required by the Contract Documents.

**3.8 Architect.** The Architect is the architect of record. The Architect will actively collaborate with the other Project Participants and is responsible for providing Design Services for its portions of the Work in accordance with the Contract Documents and the performance requirements set forth in Section 3.4. Architect will lead the coordination of those portions of design being performed through consultants, Design-Build Trades, and University's Separate Consultants for general conformance with the Validation Report and Project Objective, and advise the Project Participants on design matters. All Design Services provided by Architect and its consultants must be consistent with the Validation Report and other Contract Documents, and must meet the standard of care in Section 3.8.2.

3.8.1 Architect's Representatives and Authority. Architect has assigned a representative to serve on the PMT per Section 4.1 and separate representatives to serve on the SMT per Section 4.2. The Architect's representatives are identified in the Business Terms Sheet. Architect's PMT representative has the authority to act on behalf of the Architect with respect to day-to-day operations of the Project but does not have the authority to approved changes in the Work that impact cost, time, or both. Architect's SMT representative has the authority to act on Architect's behalf as further described in this Agreement, is authorized to approve Amendments and Change Orders and can legally bind the Architect.

3.8.2 Standard of Care. The Architect, Risk/Reward Design Partners, and consultants will be properly licensed pursuant to Applicable Law governing Design Services in the State of Nebraska. Architect, Risk/Reward Design Partners, and consultants will timely perform their portions of the Design Services using the degree of care ordinarily used by other competent licensed architects and engineers designing projects of similar size, scope, quality and complexity within the State of Nebraska. Nothing in this Agreement will require Architect or Risk/Reward Design Partners, or any of their respective consultants (inclusive of tiers), to perform Design Services outside of their respective licenses or contrary to Applicable Law. Architect and its design consultants are not professionally responsible for the means, methods, sequences, or procedures, or safety precautions, or programs in connection with the Construction Work as that responsibility is solely the Contractor's or for Design Services or adequacy of design provided by those other than Architect and its consultants.

3.8.3 Consultants. Architect may retain consultants to perform portions of the Architect's Design Services in accordance with Article 5. All design consultants retained by Architect will be appropriately licensed, will sign and seal all architectural or engineering documents prepared by them to the extent required by Governmental Authorities and Applicable Law, will perform all services in accordance with the standard of care in Section 3.8.2, and in the case of engineering consultants, will be the engineer of record for their respective portions of the Design Services. All consultants will be identified in the Project Roster and incorporated into the Contract Task Matrix (**Exhibit 5C**). The Architect is responsible for managing and supervising its consultants and coordinating their respective services with services provided by Architect, Separate Consultants, and any Design-Build Trades.



3.8.4 General Duties and Obligations. Architect will actively participate with the other PMT members and PITs in further development of the Contract Task Matrix, a BIM Execution Plan (Tab 4, Project Manual), and other management protocols and tools, and will perform the contract tasks assigned to it in the most current, approved Contract Task Matrix (), and the Contract Documents, including but not limited to the following:

(a) Prepare a Design Resource Loaded Work Plan ("Design RLWP") identifying Architect's and Risk/Reward Design Partners' staff members, and allocating portions of Architect's and Risk/Reward Design Partners' estimated Chargeable Costs for labor expenses for performance of Design Services carried in the Target Cost for each staff member included in **Exhibit 5B**. The Design RLWP should be broken down by Project stage and sub-project. The RLWP will be incorporated into **Exhibit 5B of the Agreement** and the labor expenses will be included in the cost model and used as a management tool to track variations in Chargeable Costs per Sections 9.1.2 and 9.1.3.

(b) Cooperate with Auditor to establish pre-audited billing rates and overhead, and for any interim audits or final audit.

(c) Collaborate with the University and Contractor in the preparation of the Target Cost Breakdown (**Exhibit 4A**) to ensure that all estimated Chargeable Costs for Design Services are included in the Target Cost Breakdown, and collaborate with Contractor in the preparation of the cost model based on the Target Cost Breakdown and any subsequent updates as required per Section 9.1.2.

(d) Develop a complete set of coordinated Implementation Documents using Target Value Delivery that meet the requirements of the Validation Report (**Exhibit 3B**) and Project Objective incorporating the design practices and construction solutions identified by the University and Project Participants through active collaboration with the SMT, PMT and PIT members throughout the design process. The Implementation Documents will be amended into the Agreement as **Exhibit 3E** upon issuance of the building permit.

(e) Collaborate and coordinate with Design-Build Trades in preparation of design criteria for design-build portions of the Work for integration into the overall design and for conformance with the design intent expressed in the Validation Report and other Contract Documents.

(f) Perform its Design Services in accordance with Applicable Law and furnish all reports, affidavits, certificates, and other documents required by Governmental Authorities relating to the Architect and its consultants' design disciplines and respective scopes of Design Services.

(g) Manage and coordinate all design submissions, questions, and responses to all applicable Governmental Authorities and all other reviewing and permitting agencies.

(h) Sign and affix their respective professional seals on all documents prepared by Architect, and arrange for design consultants to do the same for all documents prepared by design consultant(s), to the extent required by Governmental Authorities.



- (i) Actively engage in Target Value Delivery per Section 6.4.2(a).
- (j) Use Set Based Design, where appropriate and engage in "pull-based" planning for design production utilizing Lean project delivery methods to avoid advancing aspects of the design beyond what is called for in the Work Plan or identified as workable backlog.
- (k) Co-locate with University, Contractor, and other Project Participants as required by the Co-Location Plan, which will be amended into the Project Manual after the Validation Stage and approval by the SMT (Tab 3, Project Manual).
- (l) Coordinate its portions of the Work with University's Separate Contractors and University's Separate Consultants in accordance with Section 3.7.2.
- (m) Timely review and approve all Submittals in accordance with the requirements set forth in the General Conditions (**Exhibit 2**) for conformance with the Implementation Documents.
- (n) Provide construction administration, problem solving and resolution of design issues during the Construction Stage. Architect will lead this effort but each Risk/Reward Design Partner and Standard Consultants must also participate as required.
- (o) Work with Contractor to deliver a "Record Model" to University after Final Completion.
- (p) Provide the PMT and SMT with timely decisions necessary to support the Project Objective, make timely payments to consultants, and perform all other designated tasks as required by the Contract Documents.

**3.9 Contractor.** Contractor is the general contractor for the Project and therefore responsible for completion of Preconstruction Services and the Construction Work in accordance with the Contract Documents. Contractor and its subcontractors and suppliers will timely perform their respective portions of the Work in accordance with the Contract Documents and the performance requirements set forth in Section 3.4. Contractor is responsible for performing Work in accordance with the Contract Documents, and for supervising, directing, coordinating, scheduling, and managing the Preconstruction Services and the Construction Work in a manner that meets the Project Objective. All Work provided by Contractor must be consistent with the Project Objective and other Contract Documents, and must meet the standard of care in Section 3.9.2. Contractor is responsible for all means, methods, sequences and safety procedures related to the Construction Work.

3.9.1 Contractor's Representatives and Authority. Contractor has assigned a representative to serve on the PMT per Section 4.1 and separate representatives to serve on the SMT per Section 4.2. The Contractor's representatives are identified in the Business Terms Sheet. Contractor's PMT representative has the authority to act on behalf of the Contractor with respect to day-to-day operations of the Project but does not have the authority to approve changes in the Work that impact cost, time, or both. Contractor's SMT representative has the



authority to act on Contractor's behalf as further described in this Agreement, is authorized to approve Amendments and Change Orders and can legally bind the Contractor.

3.9.2 Standard of Care. Contractor will perform all Preconstruction Services and Construction Work using its skill and attention and in a timely, workman-like manner consistent with the degree of care and skill customarily exercised by prudent licensed general contractors performing Preconstruction Services and Construction Work on projects of similar size, scope, quality and complexity within the State of Nebraska. Nothing in this Agreement requires the Contractor to perform any work or services outside its license or contrary to Applicable Law. Contractor is not responsible for providing professional design or engineering services in connection with the Project except to the extent the Contractor has engaged Design-Build Trades or to the extent that professional design or engineering services are required for Contractor's means, methods, procedures or safety precautions related to temporary construction conditions. (See Section 3.9.3(b) regarding Design-Build Trade requirements)

3.9.3 Subcontractors and Suppliers. Contractor will retain all subcontractors and suppliers required for performance of its portion of the Work in accordance with Article 5. All subcontractors will be properly licensed in accordance with Applicable Law and subcontracted portions of the Work must be performed in accordance with the standard of care in Section 3.9.2 and the Contract Documents. To the extent that Contractor engages Design-Assist Trades or Design-Build Trades, those subcontractors must also comply with Sections (a) and (b), respectively. All subcontractors will be identified in the Project Roster and incorporated into the Contract Task Matrix (**Exhibit 5C**). Contractor is responsible for, and will review, supervise, coordinate, and manage, the subcontracted portions of the Work, and for coordinating their respective portions of the Work with the Architect's and Separate Contractors' portions of the Work. Contractor will manage all suppliers for which it is in direct privity of contract.

(a) Design-Assist Trades will actively engage in Target Value Delivery services (including Set Based Design, alternatives, cost and constructability analyses) and will construct their respective portions of the Project, but are not required to provide Design Services as defined in this Agreement. Nothing in this Agreement requires Design-Assist Trades to perform any professional services or Work outside their license or contrary to the Applicable Law.

(b) Design-Build Trades. Design-Build Trades will provide design and construction for their respective scopes of the Work and in accordance with the standard of care in Section 3.8.2 for Design Services and Section 3.9.2 for Construction Work. Design Services for design-build portions of the Work will be provided by appropriately licensed design professionals and all design-build documents will be stamped and signed by registered professional engineers or architects who are properly licensed in accordance with the legal requirements of the State of Nebraska, and who will be the engineer of record for their respective portions of the Design Services. Design-Build Trades will coordinate their portion of the Design Services with those of the Architect and its consultants, Separate Consultants, and other Design-Build Trades. The Design-Build Trades will furnish all reports, affidavits, certificates, and other documents required by any Governmental Authority that are required by Applicable Law governing their respective portions of the Work.



(c) Self-Performed Work. If University consents, Contractor may propose to self-perform trade work. University, with Contractor's assistance, will put out a request for bid for the same scope per Section 5.1.2. Upon receipt of bids, University will determine, in its sole discretion, whether to accept Contractor's bid to self-perform trade work or direct Contractor to award that portion of the Work to another entity. To the extent that Contractor is selected through Competitive Bid to self-perform trade work, Contractor will perform that portion of the Work on a lump sum basis. If Contractor self-performs portions of the Construction Work that is not subject to Competitive Bid, than those portions of the Construction Work will be treated like any other Risk/Reward Team Member and compensated per Section 7.2.2 and Article 7. Contractor will provide a separate overhead and profit percentage for self-performed portions of the Construction Work that are not subject to Competitive Bid. Contractor's profit (100%) for that portion of the Construction Work will be at risk and Contractor's ICL Share will only be adjusted if the Construction Work was not initially included in the Contractor's calculation of profit placed at risk.

3.9.4 General Duties and Obligations. Contractor will actively participate with the other PMT members and PITs in further development of the Contract Task Matrix, a BIM Execution Plan (Tab 4, Project Manual), and other management protocols and tools, and will perform the contract tasks assigned to it in the most current, approved Contract Task Matrix (), and the Contract Documents, including but not limited to the following:

(a) Prepare a Resource Loaded Work Plan ("RLWP") identifying Contractor's and Risk/Reward Trade Partners' staff members, and allocating portions of Contractor's and Risk/Reward Trade Partners' estimated Chargeable Costs for labor expenses for performance of the Work carried in the Target Cost for each staff member included in **Exhibit 5B**. The RLWP should be broken down by Project stage and sub-project. The RLWP will be incorporated into **Exhibit 5B** of the Agreement and the labor expenses will be included in the cost model and used as a management tool to track variations in Chargeable Costs per Section 9.1.2 and 9.1.3.

(b) Cooperate with Auditor to establish pre-audited billing rates and overhead, and for any interim audits or final audit.

(c) Prepare the Target Cost Breakdown (**Exhibit 4A**) in collaboration with the University and the Architect to ensure that all estimated Chargeable Costs are included in the Target Cost Breakdown, and prepare a cost model based on the Target Cost Breakdown and any subsequent updates as required per Section 9.1.2.

(d) Actively collaborate with the other Parties, PIT members and other Project Participants throughout the design process, using BIM, to assist the Architect in developing a complete set of coordinated Implementation Documents that meet or exceed the requirements of the Validation Report (**Exhibit 3B**) and Project Objective, incorporating the best design and construction solutions identified by the Project Participants, and to avoid conflicts in the field during the Construction Stage.

(e) Assist the Architect throughout the design process by actively engaging in Target Value Delivery (including Set Based Design, alternatives, robust and rapid



constructability and cost analyses) per Section 6.4.2(a), and by coordinating design information between Design-Build Trades and the PITs.

(f) Perform all Project administration, problem solving, and field coordination and operations related to the Construction Work in accordance with the General Conditions (**Exhibit 2**) and the Contract Documents.

(g) Co-locate with University, Architect, and other Project Participants as required by the Co-location Plan, which will be amended into the Project Manual after the Validation Stage and approval by the SMT (Tab 3, Project Manual).

(h) Manage Project information by using a Building Information Model or Models related to Project cost and schedule databases and provide model checking and validation, including clash detection and integration of subcontractor models and integration with Project schedules.

(i) Coordinate work between subcontractors and suppliers with University's Separate Contractors and Separate Consultants, including integration of the Separate Contractors and Separate Consultants into project planning, and coordination activities.

(j) Lead and facilitate "pull-based" scheduling for Construction Work using Lean project delivery methods to avoid advancing the construction beyond what is called for in the Work Plan or identified as workable back-log.

(k) Timely prepare, review, coordinate, and submit Submittals that are in conformance with the Implementation Documents in accordance with the requirements set forth in the General Conditions (**Exhibit 2**). Contractor and its subcontractors will work with Architect and its consultants to integrate information directly into the Model to minimize the number of Submittals required and to avoid field conflicts. Major suppliers may also be expected to coordinate and model.

(l) Propose a Quality Assurance/Quality Control ("QA/QC") plan for approval by the PMT, and implement the approved QA/QC Plan (Tab 6, Project Manual).

(m) Construct the Project in accordance with the Implementation Documents, including installation of University provided materials and equipment and, to the extent required, through use of University's Separate Contractors.

(n) Install, start-up, and test all equipment and systems as required by the Implementation Documents, including ancillary construction necessary for installation, of all University furnished materials and equipment. Contractor will coordinate start-up with the assistance of the Architect and other necessary Project Participants. Commissioning will be through the University's independent commissioning agent. Necessary Project Participants will coordinate with the independent commissioning agent as may be required.

(o) Work with Architect to deliver a "Record Model" and other close out deliverables per Section 6.5.5 to University after Final Completion.





(p) Provide the PMT and SMT with timely decisions necessary to support the Project Objective, make timely payments to all subcontractors and suppliers, and perform all other Contractor designated tasks as required by the Contract Documents.

#### 4. PROJECT MANAGEMENT

**4.1 Project Management Team.** The PMT includes representatives of the University, Architect, and Contractor. The PMT provides day-to-day management-level guidance and facilitation for collaborative planning, design, and construction of the Project consistent with the Contract Documents using Lean project delivery tools. The PMT members are set forth in the Business Terms Sheet. Any revisions to the PMT members will be reflected in the Project Roster included in the Project Manual.

4.1.1 Authority. Each PMT member must have the authority to act on behalf of its entity with respect to day-to-day management, and fulfill his or her responsibilities as a PMT member. Each PMT member must participate reliably throughout the Project by providing dependable commitments, promises, and information in the best interest of the Project. The Parties commit to supporting the full engagement of their PMT representative and to providing the necessary resources to allow the PMT member to meet or exceed its commitments. Subject to the requirement that PMT decisions be unanimous, the PMT is authorized to manage and direct the Project in accordance with the Contract Documents. The PMT is not, however, authorized to approve changes in the Work that impact cost or time, or direct or supervise the actions of any Project Participants' employees, and the PMT is not responsible for any failure of a party to perform its obligations under the Contract Documents. PMT decisions are final and not subject to review or modification except by the SMT, as described in this Agreement, or by University's use of a University Directive. Members of the PMT may be changed from time to time during the Project but only upon approval of the SMT. A PMT member may also be removed and replaced with another representative upon request by University or a PMT member, and approval by the SMT.

4.1.2 Facilitation and Management. The PMT, in collaboration with the Project Advisor, will lead their respective teams and the Risk/Reward Team Members, develop benchmarks, metrics, and standards for progress evaluation, will review and vet Change Order Requests ("CORs") and make recommendations to the SMT regarding changes in the Work that impact cost and time, analyze Chargeable Costs, analyze Permitted Delays and other schedule impacts, and will manage and coordinate achievement of the Project Objective, and provide direction to Project Participants.

(a) The PMT will create, organize, manage and mentor the PITs and through a designated PMT member, maintain a direct management/mentoring connection with each PIT.

(b) The PMT, directly or through PITs created for these purposes, will create a Co-location Plan and strategy (Tab 3, Project Manual), QA/QC Plan (Tab 6, Project Manual), Risk/Opportunity Registers (Tab 9, Project Manual), and such other management plans and strategies, or project controls, necessary for innovative, efficient design development and execution of the Work. The PMT is responsible for confirming that the Risk/Reward Team has mechanisms in place to monitor the performance against the requirements in Section 3.4,



and to make sure that the Project Participants' commitment, behaviors, attitudes, processes, and procedures are aligned with achieving the Project Objective. PITs may also be formed and used for other purposes such as coordination of certain interrelated systems, as determined by the PMT and SMT.

(c) The PMT will interpret the Validation Report and Implementation Documents subject to SMT review. All Requests for Information ("RFI") or clarification will be processed per Section 2.6 of the General Conditions (**Exhibit 2**). Work related to an RFI or clarification that affects cost or schedule must be documented in a PMT Bulletin pursuant to Sections 4.1.3 and 4.1.4, but will not result in a Change Order unless agreed by the SMT. The PMT will resolve questions, discrepancies, ambiguities, and other clarifications regarding the requirements of the Validation Report and Implementation Documents according to the Project Objective, Contract Documents, and in the best interests of the Project.

4.1.3 Direct Communications. The PMT members and the Parties' employees are encouraged to communicate directly as necessary to efficiently manage the Project and to execute each individual PMT member's responsibilities. All decisions affecting design, cost, or Contract Time must be recommended to the SMT by the PMT according to Section 4.1.4 and documented in writing in a PMT Bulletin.

4.1.4 Decision Making. PMT decisions must be by unanimous agreement and documented in PMT Bulletins, which will be issued to the appropriate Project Participants. PMT Bulletins must be signed by the PMT representatives to signify their concurrence with the decision. If a Party believes that a PMT Bulletin changes the Project Objective and affects the Final Actual Cost or delays the Contract Time then the Party may prepare a COR requesting an adjustment to the Target Cost, ICL, Savings Threshold, or Contract Time and submit it to the SMT for acceptance or denial per Section 11.6. PMT Bulletins that impact the Estimated Final Cost also require SMT approval. All other decisions will be recorded through written meeting minutes, or other written format, as directed by the PMT. If the PMT is unable to reach agreement, the PMT will refer the issue to the SMT under Section 4.2. PMT and SMT decisions and meeting minutes will be circulated to the Project Participants and maintained on the collaborative, web based, PMIS.

4.1.5 Project Meetings. The PMT will hold regular meetings and special meetings as set forth below. The PMT will designate a person to schedule regular meetings, facilitate communications between the Project Participants, lead regular and special meetings, prepare minutes of all PMT meetings and post to the collaborative, web based, PMIS, and prepare PMT Bulletins for execution by the PMT members.

(a) Regular Meetings. The PMT will establish a regular meeting schedule, which in general should occur weekly. Regular meetings held in accordance with the agreed meeting schedule do not need to be noticed. Regular meetings will be held to review, discuss, and evaluate the current status of the Project with respect to design issues, cost, and schedule, and implement programs to improve overall Project performance. The regular meetings will be held separately from other meetings to ensure proper management of the Project and encourage candor among the Parties. The regular meetings may include SMT members from each of the Parties and the PMT may invite the necessary PITs or Project Participants to attend certain meetings to discuss any design, coordination, cost or scheduling



issues that require their input in order to make informed decisions in the best interest of the Project. Unless otherwise directed by the University, the Architect will record the meeting minutes during the Validation Stage and the Design/Preconstruction Stage, and the Contractor will record the meeting minutes during the Construction Stage.

(b) **Special Meetings.** Special meetings may be requested by any PMT member to allow the PMT to address a matter of urgency. The PMT member requesting the special meeting will provide at least 1 business day's written notice which may be via email, unless all PMT members agree to a shorter time frame. Notice of a special meeting will identify the issues to be addressed. If a PMT member is not able to attend either a regular meeting or special meeting because of a scheduling conflict, an alternate member of the Party may be designated to attend.

**4.2 Senior Management Team; University Directive.** The SMT is comprised of one executive level officer from each Party. Each Party will be represented by SMT members who will act on its behalf with respect to approval of proposed subcontracts and consultant agreements, key business terms, Change Orders, payment applications, the dispute resolution procedures set forth in Article 15 and, upon request, to meet with the PMT at any regular or special meeting. A Party may appoint a replacement SMT member by providing written notice to the other Parties. The SMT members are identified in the Business Terms Sheet. Any revisions to the SMT members will be reflected in the Project Roster.

**4.2.1 Authority and Responsibility.** The SMT representatives provide senior management for the Project and an initial level of dispute resolution as set forth in Article 15 and Section 4.2.2(a). Members of the SMT may be changed from time to time during the Project upon approval of the Parties. Upon the PMT's request, the SMT will meet with the PMT at any regular or special meetings to provide the PMT with direction and guidance. SMT members should attend PMT meetings as needed to understand the status of the Project and the issues confronting the PMT. If the PMT reaches an impasse, under Section 4.1.4, the PMT will request an SMT meeting to render a decision per Section 15.4 and in accordance with Section 4.2.2.

**4.2.2 SMT Decisions.** Any matters requiring SMT decisions or action will be decided by majority vote of the SMT, with each member having only 1 vote. All decisions reached by the SMT will be documented in an SMT Bulletin. The University may override the majority decision of the SMT by issuing a written University Directive, including any disputes among the SMT with respect to whether a circumstance constitutes a Change Order condition or extension of Contract Time per Article 11. If an University Directive or SMT Bulletin causes the cost or duration of the Project to be increased or decreased, the Target Cost, Savings Threshold, Contract Time, and ICL may be adjusted in accordance with the provisions and conditions of Article 11. Any dispute resulting from a University Directive that does not arise from an Allowed Claim is subject to the non-binding process set forth in Section 4.2.2(a) at the request of any Risk/Reward Team Member.

(a) **Resolution by Project Neutral.** Either before or shortly after execution of the Agreement, the SMT will appoint a Project Neutral who has background, training, and experience in project management, cost, and scheduling. Upon request from a Risk/Reward Team Member regarding a dispute arising from a COR, the Project Neutral will request that each side submit a written statement explaining the issue, their respective



positions, and the rationale for why their position is in the best interest of the Project. Relevant PMT members, SMT members, Risk/Reward Team Members, or other relevant Project Participants will meet with the Project Neutral within 5-business days' notice. Within 14 days after reviewing all submissions and meeting with the necessary parties, the Project Neutral will issue a written position. The parties will either accept the opinion, reject the opinion, or agree to a negotiated resolution. Acceptance or agreement by the parties will be documented through either an SMT Bulletin or Change Order, as applicable. If the Project Neutral's opinion is rejected by the parties, then the claim may proceed as an Allowed Claim under Section 12.2. However, the Project Neutral's opinion is subject to disclosure in mediation. The parties to the dispute will equally share the Project Neutral's fees; such fees may be a Chargeable Cost pursuant to Section 7.7.30.

## 5. PROCUREMENT OF PROJECT PARTICIPANTS

**5.1 Written Agreements.** The Work performed under this Agreement will be executed by various parties, which will include subcontractors, suppliers, and consultants. Consultants and subcontractors may be Risk/Reward Team Members or may be Standard Subcontractors or Standard Consultants. All subcontractors and consultants will be retained through written subcontracts to the Contractor or consulting agreements to the Architect. Risk/Reward Team Members will be engaged through written Risk/Reward Trade Contracts or Risk/Reward Design Partner Agreements that incorporate the risk/reward and liability allocation provisions of this Agreement in a form agreed to by the Parties, the terms of which may not be modified without the SMT's written approval. Suppliers must have written purchase orders. No subcontracts or consultant agreements (inclusive of all tiers) or purchase orders can be contracted on an uncapped, cost reimbursable basis. If any Risk/Reward Team Member violates this provision or any provision set forth in this Article 5, that Risk/Reward Team Member will be in Willful Default. Separate Contractors and Separate Consultants may be procured through the University per Section 5.4.

5.1.1 Selection. Architect and Contractor will each provide the PMT, in writing, with the names of persons or entities proposed to perform any portion of their respective Work. The PMT will provide a written response within 5 business days if it objects to the proposed person or entity because of the proposed person's or entity's qualifications, educational history, work history, or other reasonable basis. Key consultants, subcontractors, and suppliers will be procured early during the Validation Stage. Those consultants, subcontractors, and suppliers that were not procured during the Validation Stage will be procured sometime during the Design/Preconstruction Stage or, in some cases, early in the Construction Stage.

5.1.2 Transparency in Negotiating or Bidding. Standard Subcontractors and Standard Consultants will be selected on an open Competitive Bid basis and in accordance with Applicable Law. The process will be open and transparent with subcontractors and consultants submitting detailed breakdowns of their bids or proposals. Subcontractors and consultants that are Risk/Reward Team Members will provide detailed information concerning their respective Chargeable Costs, amount of profit included in the initial ICL, and Change Order Profit. The ICL Share and Distribution Spreadsheet (**Exhibit 4C**) will be updated by the PMT and approved by the SMT to incorporate the Risk/Reward Team Members' profit placed at risk and ICL Share. Standard Subcontractors and Standard Consultants will provide detailed information about their respective bids or proposals including costs associated with their respective portion of the Work



and mark-up for Change Orders. Major suppliers will similarly be selected on an open bid or negotiated basis and in accordance with Applicable Law.

5.1.3 **Contract Award.** Upon completion of the Competitive Bid process for each Standard Subcontractor or Standard Consultant, the PMT will review and approve before contract award. Risk/Reward Trade Partners and Risk/Reward Design Partners are also subject to PMT review and approval before contract award. A Party will not contract with a proposed person or entity reasonably and timely objected to by the PMT. Substitutions of a previously approved subcontractor or consultant is subject to PMT approval and in accordance with Applicable Law. Architect and Contractor will not be required to contract with an entity to which either reasonably objects.

**5.2 Licensing Requirements.** All subcontractors and consultants will be properly licensed in accordance with Applicable Law for their respective portions of the Work.

**5.3 Required Pass Through Provisions.** Architect and Contractor must pass the following provisions through to subcontractors, suppliers, and consultants in their respective agreements as set forth below:

5.3.1 **Risk/Reward Team Members.**

(a) **Waiver of Liability and Claims.** The Architect and Contractor will incorporate clauses substantially similar to Sections 12.1 and 12.2 regarding waiver of liability and claims against the Parties and other Risk/Reward Team Members.

(b) **Indemnification.** Substantially similar indemnity provisions to those set forth in Section 12.5 will be incorporated into Risk/Reward Team Members' subcontracts and consulting agreements. The University and the Risk/Reward Team Members must be indemnified parties under all such provisions.

(c) **Compensation and ICL.** Subcontractors and consultants that are Risk/Reward Team Members will be subject to the Chargeable Cost, compensation, and ICL provisions, and payment provisions set forth in Articles 7 through 9.

(d) **Change Orders and Permitted Delays.** Subcontractors and consultants that are Risk/Reward Team Members will be tied to similar provisions governing Contract Time under Article 10 and changes under Article 11.

(e) **Subcontractors and consultants that are Risk/Reward Team Members** are subject to all provisions set forth in Section 5.3.2 other than indemnification, which is covered under Section 5.3.1 (b).

5.3.2 **All Subcontracts, Purchase Orders, and Consulting Agreements.**

(a) **Contract Flow-through.** By appropriate written agreement, the Architect and Contractor will require their respective subcontractors, suppliers, and consultants to be bound to the Architect or Contractor (as applicable), to the extent of their respective work or services, by terms of the Contract Documents, and to assume toward the Architect or



Contractor (as applicable) all obligations and responsibilities that the Architect or Contractor have assumed toward the University through the Contract Documents. Each subcontract, purchase order, and consulting agreement will preserve and protect the rights of the Parties under this Agreement with respect to the Work to be performed by others so that subcontracting will not prejudice the Parties' rights. Architect and Contractor (as applicable) will require each subcontractor, supplier, and consultant to enter into similar agreements with lower-tier subcontractors, suppliers, and consultants. In addition to this general flow-through requirement, Architect and Contractor are specifically required to flow through the requirements in Section 5.3.2(b) through 5.3.2(l) as specified.

(b) **Assignment.** All subcontracts, purchase orders, and consulting agreements will include assignment provisions allowing assignment by the contracting Party to the University after termination of this Agreement by University for convenience or cause pursuant to Sections 16.2 or 16.3 and provided that University chooses to accept the assignment of the subcontract, purchase order, or consulting agreement. If the subcontract, purchase order, or consulting agreement is assigned to the University as a result of a termination for cause, and the Work has been suspended for more than 30 calendar days, the subcontractors', suppliers', or consultants' compensation may be equitably adjusted for increases in cost resulting from the suspension.

(c) **Insurance.** Subcontractors and consultants are expected to enroll in or be reported to the University's commercial general liability wrap program and to provide other necessary insurance as further described in **Exhibit 6**. The University, Architect and Contractor must be named additional insureds under all required subcontractors' and consultants' liability policies, as applicable, except for workers' compensation and errors and omissions policies.

(d) **Standard of Care.** The subcontracts and consulting agreements will include a standard of care for subcontractors and consultants that are substantially similar to Sections 3.8.2 and 3.9.2 (as applicable based on the nature of the services and work).

(e) **Performance Requirements.** The subcontracts and consulting agreements will include the performance requirements set forth in Section 3.4.

(f) **Defense and Indemnification.** Subcontracts, consulting agreements and separate contracts will require Standard Subcontractors, Standard Consultants, and Separate Contractors and Separate Consultants to provide defense and indemnification as follows:

(i) **Negligent Design.** To the fullest extent permitted by Applicable Law, any party who is not a Risk/Reward Team Member performing a portion of the Design Services will defend, indemnify, and hold harmless the University, Architect, Contractor, and the contracting Risk/Reward Team Member (if any), and their respective officers, directors, employees, successors, and assigns ("Indemnitees") from and against any and all claims, losses, damages, liabilities, and expenses (including legal, expert witness, and consulting fees and costs) arising out of, or resulting from negligent design, errors or omissions in the performance of its portion of the Design Services, including sickness, bodily injury (including disease and death), or damage to tangible property, and including loss of use, but only to the



extent caused by the negligent acts or omissions of the party performing that portion of the Design Services, its employees, tier-consultants or anyone directly or indirectly employed by any of them for whose acts the party may be liable. The defense and indemnification obligations set forth in this Section will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the party performing a portion of the Design Services or its tier-consultants under the Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. These defense and indemnification obligations must survive termination of the subcontract (if design-build), consultant agreement, or Separate Consultant agreements. The parties will defend their own respective claims at their own cost and expense until liability is determined or settlement is reached under the dispute resolution process. After determination of liability or an agreed settlement amount, the indemnifying party will reimburse the indemnitees to the extent of the indemnifying party's share of liability or settlement amount arising from claims, demands, causes of action, damages, costs, and expenses.

(ii) Other Indemnification Obligations. Other than for claims arising out of negligent design errors and omissions in the performance of a portion of the Design Services, which will be solely addressed under subsection (i) above, to the fullest extent permitted by Applicable Law, Standard Subcontractor, Standard Consultant, Separate Contractors, and Separate Consultants will defend, indemnify, and hold harmless the University and the contracting Risk/Reward Team Member (if any), and their respective board members, officers, directors, employees, successors, and assigns from any and all claims, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses, or liabilities, in law or equity, arising out of, or resulting from, their respective negligent acts, omissions, or willful misconduct including, but not limited to, liability for personal injury (including sickness, disease, and death) and/or property damage (other than the Construction Work itself and including loss of use), except to the extent of an indemnified parties own negligence or willful misconduct. Standard Subcontractor, Standard Consultants, and Separate Contractor and Separate Consultant agreements must also include indemnification provisions indemnifying University, Architect, Contractor, and the contracting Risk/Reward Team Member (if any) to the fullest extent permitted by Applicable Law for failure to comply with their respective insurance requirements; penalties, fees and costs imposed on account of violations of the law; stop work orders for work or services performed on the Project; infringement of intellectual property rights; and claims or liability arising out of, or resulting from, Standard Subcontractors' or Standard Consultants', Separate Contractors' and Separate Consultants' (inclusive of tiers) negligent acts or omissions that cause or permit any Hazardous Materials to be specified, generated, released, disposed, discharged, exacerbated (if pre-existing), brought onto, or stored at the Project site, or used in the Construction Work. These defense and indemnification obligations must survive termination of the Standard Subcontractor, Standard Consultant, Separate Contractor, and Separate Consultant agreements.

(g) Dispute Resolution Proceedings. Subcontracts and consulting agreements must require subcontractors and consultants to be bound to the dispute resolution proceedings set forth in Article 15.

(h) Records and Auditing. Subcontracts and consulting agreements must require all subcontractors and consultants to be bound to the audit provisions set forth in Section 9.12.



(i) **Lean Project Delivery.** The subcontracts and consulting agreements will require all subcontractors and consultants to follow the Lean project delivery principles set forth in the Contract Documents.

(j) **Ownership of Documents.** The subcontracts and consulting agreements must require all subcontractors and consultants to be bound to the ownership of documents provisions set forth in Article 13.

(k) **Warranty.** All subcontracts must include warranty and correction provisions that align with the obligations and requirements set forth in Article 14.

(l) **Miscellaneous Provisions.** The subcontracts and consulting agreements will require all consultants, subcontractors and suppliers to be bound by similar miscellaneous provisions terms as those set forth in Article 17.

(m) **Exhibits and Project Manual.** All subcontracts and consulting agreements will include or incorporate the Project Manual and the following Exhibits of this Agreement: (i) Definitions, to the extent applicable (**Exhibit 1**); (ii) General Conditions (**Exhibit 2**); (iii) Project Scope (**Exhibit 3**); (iv) Master Schedule (**Exhibit 5A**), (v) Contract Task Matrix, to the extent applicable (**Exhibit 5C**); (vi), Project Charter (**Exhibit 5D**), and (viii) Additional Insureds set forth in the Business Terms Sheet.

**5.4 University's Separate Contractors and Separate Consultants.** The University may retain Separate Contractors and Separate Consultants through written agreement to perform work or services related to the Project. Separate Contractors and Separate Consultants will be retained as independent contractors and will not have the authority to act on behalf of the University. The University is responsible for the acts, errors, and omissions of its Separate Contractors and Separate Consultants. Separate Contractors and Separate Consultants will execute written agreements, be properly licensed as required by Applicable Law, carry appropriate insurance for their respective work and services, and will be required to comply with the indemnification provisions set forth in Section 5.3.2(f) for a Standard Subcontractor or Standard Consultant, as well as the applicable provisions of the General Conditions (**Exhibit 2**). Certain Separate Contractors and Separate Consultants will be expected to participate with Contractor and other Project Participants in the scheduling activities described in Section 10.2. The University will pass through the dispute resolution provisions set forth in Article 15. The Project Manual must also be incorporated into Separate Contractors and Separate Consultant agreements. The University's Separate Contractors and Separate Consultants are set forth in Exhibit 7B.

## 6. RESPONSIBILITIES BY STAGE

**6.1 Programming Stage.** Architect and Contractor will procure certain key subcontractors and consultants per Article 5 necessary to assist in developing the Program Statement. The Program Statement will be amended into the Agreement as **Exhibit 3A** and will include a conceptual design, preliminary schedule, and a preliminary estimated cost of the Work. The Program Statement will serve as the basis for further development of the design, which will be documented in the Validation Report during the Validation Stage





6.1.1 Design Charrettes. Architect will lead and facilitate design workshops with the University and necessary Risk/Reward Team Members and other Project Participants to establish the University's design criteria and goals. The Program Statement will define spaces, adjacencies (flow), processes, space requirements, equipment requirements, and user requests.

6.1.2 Joint Site Investigation. Architect and Contractor will lead a Joint Site Investigation per Article 3 of the General Conditions with the University and other necessary Project Participants to verify existing conditions within the Project site and provide a preliminary evaluation of the site, inventory of relevant assets at the site, and determine relevant preliminary testing. Architect and Contractor are to provide opinions as to whether the site selected is suitable for the intended development. If Architect and Contractor are unable to provide an opinion, Architect and Contractor in coordination with the University and other necessary Project Participants will identify additional data that is required in order to form an opinion, and the Architect and Contractor will assist the University in procuring such data. After receipt of such information, Architect and Contractor will provide opinions on whether the site is suitable.

6.1.3 If existing systems are being modified, Architect and Contractor will determine whether the modifications affect system capacity and verify that renovations will not cause non-renovated areas to become unsafe or create unhealthy or overloaded conditions.

6.1.4 Architect, Contractor, and other relevant Project Participants will review environmental impact reports, surveys, feasibility studies, utility company requirements, geotechnical reports, and other documents and identify any barriers or hurdles to overcome in development of the site.

6.1.5 Architect, in coordination and collaboration with Contractor, will advise the University of the need or advisability of securing tests, analyses, studies, reports, or consultant's services in connection with the development of the design for the Project.

6.1.6 Architect and Contractor will collaborate with the University and identify necessary governmental approvals, entitlements, consents, required permits.

6.1.7 Architect and Contractor in collaboration with the University and other relevant Project Participants will prepare a comprehensive development plan, with estimated cost (rough order of magnitude based on systems and square footage) and schedule for the proposed Project.

6.1.8 Architect and Contractor, in collaboration with the University and other relevant Project Participants, will develop, refine, and organize the materials gathered during the Programming Stage into alternative preliminary planning schemes, one of which the University will select for further development. The scheme selected by the University will meet the University's space, facility and functional requirements, and use limitations that control development. The Program Statement will include the selected plan and must reflect the efficient utilization of the site and any salvaged facility and equipment as agreed by the University, properly locate all structures on the site as agreed by the University, develop design criteria for facilities and utilities, and generally meet applicable Governmental Authority restrictions and requirements.



6.1.9 Architect will develop necessary programming documentation and criteria with the assistance and input from the University and its Separate Consultants and other applicable Project Participants to complete the Program Statement, and will prepare an overall design and construction strategy for approval by the University after review and recommendation by the SMT.

**6.2 Validation Stage.** Risk/Reward Team will work with University to develop the Validation Report (**Exhibit 3B**), Milestone Dates (**Exhibit 3C**), Added Value Incentive Items (**Exhibit 3D**), KPIs (**Exhibit 4G**), Target Cost and Savings Threshold.

6.2.1 Validation Report. University and Risk/Reward Team will further develop and the Program Statement (**Exhibit 3A**) and jointly confirm the agreed program through the Validation Report, which will be amended into this Agreement as **Exhibit 3B** and included in the Project Objective. The Validation Report will be based on the requirements set forth in the Program Statement, and will further define the space, room types and sizes, general layout and conceptual design, equipment list, final quality, quantity, functionality, aesthetics, sustainability and other Project requirements recommended by the PMT and approved by the SMT.

6.2.2 Added Value Incentive Items. During the Validation Stage, the University will develop a list of Added Value Incentive Items, in collaboration with the Risk/Reward Team that it would like to include in the Project through the Target Value Delivery process without increasing the Target Cost. The Added Value Incentive Items will be amended into the Agreement as **Exhibit 3D**. An Added Value Incentive Item may be incorporated into the Project, if the difference between the Estimated Final Cost and Target Cost is sufficient to cover 125% of the estimated Chargeable Costs of an Added Value Incentive Item, and the University chooses to incorporate the Added Value Incentive Item into the Project. The Target Cost and Savings Threshold will be adjusted per Section 8.2.1.

6.2.3 Savings Threshold. The Savings Threshold will be determined at the time of establishing the Target Cost and may be set at or below the Target Cost. The Savings Threshold will be used to determine whether ICL is earned per Section 8.4 and may be adjusted for Added Value Incentive Items or earn Key Performance Indicators. The Savings Threshold will be amended into the Business Terms Sheet upon completion of the Validation Stage.

(a) Key Performance Indicators ("KPI" or "KPIs"). KPIs will be developed by the University and Risk/Reward Team Members and used as an incentive for the Risk/Reward Team to earn additional ICL per Section 8.2.2 by increasing the percentage of Shared Savings that accrues to the Risk/Reward Team and reducing the percentage of Shared Savings accruing to the University per the percentages set forth in the Business Terms Sheet. The KPIs will include items that are important to the University and Risk/Reward Team and will establish objective benchmarks, metrics, or standards for each KPI item, and the percentage of increase / decrease (as applicable) in the Shared Savings. There will not be more than 5 KPIs, which will be amended into this Agreement as **Exhibit 4G**.

6.2.4 Target Cost. Before completing the Validation Stage, the Parties will jointly and collaboratively develop the Target Cost that incorporates all Chargeable Costs as defined in Article 7 plus Contingency, a Labor Escalation Allowance, Material Escalation Contingency, and Allowances necessary to design and construct the Project based on the



Validation Report (**Exhibit 3B**) and in accordance with the Milestone Dates (**Exhibit 3C**). Note that while the Contingency, Material Escalation Contingency, and Labor Escalation Allowance are included in the Target Cost, ICL cannot be calculated on these amounts when developing the cost model. Other Allowances are included in the Target Cost Breakdown and are included when calculating the ICL. The Target Cost will include all elements explicitly included or reasonably inferable from the Validation Report. The Target Cost does not include the cumulative sum of the Risk/Reward Team Members' 100% profit placed at risk (ICL). The Target Cost will be used as the threshold to determine whether the Added Value Incentive Items may be added into the Project within the Target Cost per Sections 6.2.2 and 8.2.1. The Target Cost plus the Risk/Reward Team Members' cumulative ICL cannot exceed the Project Budget set forth in the Business Terms Sheet. The Target Cost is part of the Project Objective and, upon review and recommendation by the PMT and approval by the SMT, will be amended into this Agreement as **Exhibit 4A**. The Target Cost will establish the first column on the left hand side of the cost mode, which will remain locked, and can only be adjusted through approved Change Orders per Article 11.

(a) **Material Escalation Contingency.** During the Validation Stage, the Parties will agree on a reasonable anticipated amount for material and equipment escalation to be included in the Target Cost as the Material Escalation Contingency line item. Note when establishing the Target Cost, ICL is not calculated on Material Escalation Contingency line item. The Material Escalation Contingency will be included in the Target Cost as a separate line item and will be reconciled through Change Order for Unusual Escalation Section 11.2.10 in the amount of the Net Escalation per Section 11.5.3. ICL is earned at the time of reconciliation. Remaining amounts in unused Material Escalation Contingency accrue to Contingency through a cost neutral Change Order per Section 11.2.15 and remain in the Target Cost until determination of the Final Actual Cost, at which time unused Contingency will accrue to ICL as part of the Shared Savings for distribution per each Risk/Reward Team Member's ICL Share.

(b) **Contingency.** The Target Cost includes a Contingency to cover costs for issues such as revisions to design layout due to errors or omissions, coverage for scope gaps during procurement, unanticipated field conditions that do not constitute an Unforeseen and Differing Site Condition, re-sequencing of the Construction Work and/or acceleration of the Project schedule for improvement in the Project outcome, or any other situation that the PMT approves. The Contingency is not a separate fund, but is a buffer to exceeding the Target Cost and must be tracked as a separate line item and used as a Project management tool. The PMT will determine when and how the Contingency will be used. Note when establishing the Target Cost, ICL is not calculated on the Contingency line item. Use of Contingency will be through line item transfers, which will be tracked through Change Order per Section 11.2.16. ICL is earned at the time of use through line item transfer by Change Order. The cost model must indicate a transfer from the Contingency line item into the line item where the Contingency was used in a column to the right of the Target Cost column. Unspent Contingency will accrue to ICL and be taken into consideration as part of the Shared Savings after Final Completion of the Project for distribution per each Risk/Reward Team Member's ICL Share. The University may not require Contingency to be used for the Change Order conditions.

(c) **Labor Escalation Allowance.** During the Validation Stage, the Parties will agree on a Labor Escalation Allowance, which will be included in the Target Cost as



a separate line item. The Labor Escalation Allowance will project escalation in labor rates due to anticipated labor rate adjustments or collective bargaining agreements over the duration of the Project and will be reconciled through Change Order per Section 11.5.2. Note that Unusual Escalation is profit neutral per Section 11.7.2, and therefore ICL is not calculated on this line item when establishing the Target Cost or at the time of reconciliation. Unused Labor Escalation Allowance amounts will accrue 100% to the University through deductive Change Order upon reconciliation.

(d) Allowances. Except for the Labor Escalation Allowance, which is profit neutral, the Target Cost may also include other appropriate Allowances for undefined, but anticipated Chargeable Costs that the PMT recommends be carried as an Allowance item when submitting the Target Cost to the SMT for approval. Allowance items will be specifically listed in the Target Cost Breakdown (**Exhibit 4A**). Before an interim distribution of ICL is made per Section 8.3, the Allowance items that have become fixed will be reconciled by Change Order, increasing the Target Cost, ICL, and Savings Threshold if the fixed amount exceeds the Allowance amount or decreasing the Target Cost, ICL, and Savings Threshold if the fixed amount is less than the Allowance amount. Unspent Allowance amounts accrue 100% to the University through deductive Change Order upon reconciliation.

(e) Resources Loaded Work Plan (RLWP). The Architect and its Risk/Reward Design Partners, and Contractor and its Risk/Reward Trade Partners will prepare their respective RLWPs as required under Sections 3.8.4(a) and 3.9.4(a), respectively. Their respective RLWPs will be used to establish the estimated labor expenses for the Risk/Reward Team spread over the duration of the Project and included in the Target Cost Breakdown. The RLWPs must be broken down by each Project stage and sub-project. The RLWPs will be incorporated into the Agreement by Amendment as **Exhibit 5B**, collectively. The RLWPs must include Risk/Reward Team Members' staffing and the audited billable rates.

6.2.5 Cost Model. With the assistance of the PMT, Project Advisor, Auditor, and other Risk/Reward Team Members, Contractor will develop a detailed cost model based on the Target Cost Breakdown (**Exhibit 4A**). The Target Cost Breakdown will make up the left hand column of the cost model and variances will be tracked in columns to the right. The cost model will track paid Chargeable Costs, incurred but unpaid Chargeable Costs, current estimate of future Chargeable Costs, the percentage of the Work completed, Change Orders and subcontract change orders (inclusive of Standard Subcontractor change order requests and change orders that are Chargeable Costs but not included in a Change Order per Article 11), Contingency use, line item transfers, and the projected variance from the Target Cost, ICL distributions, and the predicted variance of each line item. The Target Cost column is only subject to adjustment through executed Change Orders. The initial cost model is subject to PMT approval. The Contractor with the assistance of the PMT and other Risk/Reward Team Members is responsible for managing, updating, and maintaining the cost model throughout performance of the Work, and the updated cost model will be submitted as part of the payment application process per Section 9.1.2. The PMT, SMT, Project Advisor and Auditor will have access to electronic versions of the updated cost model(s), which will be kept in a transparent manner. Note that the cost model must be in alignment with the Target Cost and ICL is not taken on Contingency, Material Escalation Contingency, and Labor Escalation Allowance as noted above in Section 6.2.4.



6.2.6 Milestone Dates. University and Risk/Reward Team Members will jointly develop and document Milestone Dates establishing at a minimum the completion of for design, permit, commencement of construction, and projections for Substantial Completion and Final Completion dates. To the extent the Project includes sub-projects, the Milestone Dates should be per sub-project with a projected date for Substantial Completion and Final Completion of the entire Project. The Milestone Dates are part of the Project Objective and will be amended into the Agreement at the same time as the Target Cost Breakdown as **Exhibit 4A**, superseding the preliminary schedule included in the Program Statement.

6.2.7 ICL Share and Distribution Spreadsheet. The PMT will populate the ICL Share and Distribution Spreadsheet and update it to include those Risk/Reward Team Members procured during the Validation Stage per Article 5 and indicate their respective amount of profit placed at risk and ICL Share. All updates to the ICL Share and Distribution Spreadsheet will be dated and recommended by the PMT and approved by the SMT. The most current, approved ICL Share and Distribution Spreadsheet will govern and supersede all prior versions of **Exhibit 4C**.

6.2.8 Contract Task Matrix. The Parties will develop the Contract Task Matrix, which upon PMT approval will be amended into the Agreement as **Exhibit 5C**. The Contract Task Matrix will be updated from time to time as the PMT deems necessary to reflect the status of the Project, add new Project Participants, and assign necessary tasks to the most qualified Project Participant. All updates to the Contract Task Matrix will be dated and approved by the PMT, and the most current, approved Contract Task Matrix will govern and supersede all prior versions of **Exhibit 5C**.

6.2.9 Project Charter. The University and Risk/Reward Team will develop a Project Charter establishing the Parties' mission, values, performance monitoring, and goals. Upon approval by the PMT, the Project Charter will be amended into this Agreement as **Exhibit 5D**.

**6.3 Go / No Go Provision.** If the Parties are unable to agree on a Target Cost pursuant to the Validation Report and Milestone Dates that fits within the Project Budget set forth in the Business Terms Sheet, the University may terminate this Agreement for convenience and will pay the Architect and Contractor and their respective subcontractors and consultants for Chargeable Costs incurred as of the effective date of termination, but University has no obligation to pay ICL that may have been earned by the Risk/Reward Team had the termination for convenience not occurred. The Parties will provide University with all designs, specifications, Models or other Design Materials developed by the Parties for the Project, which are the property of University per Article 13, and University agrees to defend, indemnify and hold harmless Architect and Contractor from any and all liability or damages proximately caused by University's further use of the Design Materials for continued development of the Project. University also reserves the right to terminate a single Party for convenience. If only one Party is terminated, payment and indemnification will only apply to the terminated entity.



**6.4 Design/Preconstruction Stage.** The following will be completed during the Design/Preconstruction Stage.

6.4.1 Procurement of Other Project Participants. During the Design/Preconstruction Stage, remaining key subcontractors, suppliers, consultants, Separate Consultants, and Separate Contractors will be contracted by the University, Architect, and Contractor pursuant to Article 5. The Project Roster will be updated by the PMT to include all Project Participants.

(a) Update Contract Task Matrix. The PMT will update the Contract Task Matrix (**Exhibit 5C**) as required to include the necessary subcontractors, suppliers, consultants, Separate Consultants, and Separate Contractors. All updates to the Contract Task Matrix will be dated and approved by the PMT, and the most current, approved Contract Task Matrix will govern and supersede all prior versions of **Exhibit 5C**.

(b) Early Release and Prefabrication. The PMT may authorize early release for make ready work, certain systems, sub-projects, or prefabrication of materials or equipment. Contractor will work with Architect and University to pull permits as may be required.

6.4.2 Interdisciplinary Teams. The PMT will develop, guide, and direct PITs that are responsible for designing and implementing the Project consistent with Project Objective. The PITs will be organized into cross-functional teams that may vary depending upon sub-project, Project stage, or building systems. These cross-functional teams may be temporary for certain issues or may be formed for the duration of the Project. The cross-functional teams will collaborate regarding Project elements, including site use and improvements, selection of materials, building systems, and equipment. The PITs will meet regularly with the PMT or its representatives throughout the Target Value Delivery process to evaluate functionality, constructability, sustainability, and life cycle cost analysis. The PITs will not have binding decision making authority, but the PMT will actively seek and consider input and counsel of the PITs.

(a) Target Value Delivery. The PMT and PITs will utilize the Target Value Delivery process to optimize and coordinate the design in accordance with the Project Scope (**Exhibit 3**) and within the Target Cost, and will endeavor to create additional value by identifying alternative systems, means, and methods to reduce capital expenditures and life-cycle costs, analyze and improve work-flow, improve constructability and functionality, provide more operational flexibility, and endeavor to reduce the actual Chargeable Costs while maintaining or increasing the quality and overall function of the Project. Contractor and its subcontractors will provide continuous cost projections and rapid cost evaluation of proposed design alternatives to the University, PITs and PMT throughout the Target Value Delivery process to assist the University and PMT, in making informed decisions about proposed design solutions.

(b) Project Scheduling. Project scheduling will be in accordance with Section 10.2. All planning and scheduling performed on the Project will be developed utilizing Takt Planning and pull scheduling techniques. A Master Schedule will be derived from the Takt Plan per Section 10.2.3 and incorporated into the Agreement as **Exhibit 5A**.



6.4.3 Building Information Modeling Execution Plan. Early in the Design/Preconstruction Stage, the PMT and other relevant consultants, suppliers, and subcontractors will participate in a BIM workshop to establish a BIM Execution Plan (Tab 4, Project Manual) that addresses the uses specified in the General Conditions or identified in the Validation Report. The BIM Execution Plan will be approved by the PMT.

6.4.4 Site Logistics Plan. The Contractor will develop a Site Logistics Plan for PMT approval. The Site Logistics Plan will be incorporated into the Project Manual as Tab 12. All updates to the Site Logistics Plan will be dated and approved by the PMT. The most current, approved Site Logistics Plan will govern and supersede all prior versions.

6.4.5 Government Regulations. The PMT in collaboration with the PITs will identify and determine the meaning and effect of all applicable building code provisions and other building restrictions and requirements of Governmental Authorities. Architect, in conjunction with the Contractor and any Design-Build Trades, will assist the University with filing all required applications, drawings, specifications, calculations, or other documents required for permits.

6.4.6 Implementation Documents. Architect and its consultants will complete the Implementation Documents in collaboration with the other Project Participants. When complete, the PMT will review the Implementation Documents for general conformance with the requirements set forth in the Validation Report and, if in general conformance with the Validation Report, the PMT will recommend the Implementation Documents for approval by the SMT. Upon approval of the Implementation Documents by the SMT and appropriate Governmental Authorities, the Contractor will assist the University in obtaining a permit for the Construction Work. The Implementation Documents list will be amended into the Agreement as **Exhibit 3E**.

(a) It is possible that permits will be issued in increments taking into consideration phasing, make ready, and early release work per Section 6.4.1(b).

**6.5 Construction Stage.** During the Construction Stage, the remainder of the consultants, subcontractors, suppliers, and Separate Contractors, if any, will be procured and the Construction Work will be performed in accordance with the Implementation Documents and other Contract Documents.

6.5.1 Construction Work and Contract Administration. Upon approval of entitlements and the Implementation Documents by the necessary Governmental Authorities, and provided that University is ready to commence the Construction Stage in the field, the PMT will issue a notice to proceed with the Construction Work. Throughout the Construction Stage, the Project will be administered by the PMT in accordance with the terms and conditions of the Contract Documents and the Project Objective.

6.5.2 Building Information Model. The BIM will be continually updated throughout the Construction Stage in accordance with the BIM Execution Plan (Tab 4 Project Manual) so that the Model is current with the actual "as-built" condition and when completed will be the Record Model.



6.5.3 2-D Record. Contractor, in collaboration with the Risk/Reward Trade Partners and subcontractors, will create a record set of the 2-D Implementation Documents for those elements of the Project that were not modeled to record the as-built conditions.

6.5.4 Commissioning. Contractor, in conjunction with Architect and other necessary Project Participants, and University's maintenance personnel and third-party commissioning agent (if applicable), will schedule and oversee the final testing and start-up of utilities, operational systems, and equipment, and assist the University with the building commissioning. All inspections and testing will be conducted by the University, any third-party commissioning agent (if applicable), and required Governmental Authorities. During commissioning and before Final Completion, Contractor and other necessary Project Participants will oversee the subcontractor operation, adjustment, and balancing of all equipment, and training of University's employees in the correct operation and maintenance of equipment per the Contract Documents.

6.5.5 Close-Out. Before Final Completion of the Project, Contractor will provide University with 2-D as-built documents, the Record Model, operation and maintenance manuals, references, warranties, attic stock, keying schedules, and other information as required by the Contract Documents. If a document exists digitally, Contractor will provide University with a pdf hard copy and an electronic pdf copy as well as an electronic copy in the document's native format.

6.5.6 Final Payment and Final Determination of ICL and Shared Savings. After Final Completion of the Project and completion of the final audit, the final ICL distribution and any Shared Savings for the Risk/Reward Team Members per Section 8.5 will be determined.

## 7. CHARGEABLE COSTS

**7.1 General.** Chargeable Costs for Risk/Reward Team Members include only those reimbursable items set forth in this Article 7 billed at Actual Cost without any duplicative charge for items that fit into more than one category. Chargeable Costs are subject to the compensation provisions set forth in Article 8. All other costs are either included in the Risk/Reward Team's profit or excluded. All Chargeable Costs are subject to audit per Section 9.12 and claw-back under Article 8 and Section 12.2.6. Initial audits will be based on 3 years of historical data contained in company financial reports provided to the Auditor.

### 7.2 Labor and Services.

7.2.1 Architect and Risk/Reward Design Partners. Chargeable Costs for Architect's employees performing Design Services will be based on the billable rates set forth in **Exhibit 4D** but only for that portion of employee time required for the Project. All Risk/Reward Design Partners will be subject to Section 7.2.1 (inclusive of subparagraph (a) and (b)) based on their billable rates and multipliers for home office overhead, which will be amended into **Exhibit 4D** if unknown at the time of execution of this Agreement. The billable rates are the product of the employee's direct salary expense and the agreed overhead multiplier.





(a) **Billing Rates.** The billable rates are the product of the employee's direct salary expense times the agreed multiplier for overhead as defined in subsection (b) below. The direct salary expense is the amount paid to the employee as annual wages, excluding benefits (health insurance, long term disability, sick leave, pension, and vacation accruals), any profit sharing plans, bonuses or other discretionary labor charges, overhead and profit, divided by a 2080 hour work year. Charges for Design Services performed by salaried personnel in excess of the 40 hour work week are not allowable, unless recommended by the PMT and approved by the SMT in writing before the time is incurred and only in an amount agreed to by the SMT as appropriate. The rate for non-listed employees will also be calculated based on the employee's direct salary expense multiplied by the multiplier for overhead and deriving the hourly rate using a 2080 hour work year. The hourly rates may not include overhead (beyond the multiplier), or profit, or paid time off. Paid time off for Architect and Risk/Reward Design Partners is carried in their respective overhead multiplier per subsection (b) below. The billable rates and overhead multipliers are subject to audit before approval by the University, and approved audited rates for an employee are not subject to further audit other than to verify the number of hours worked and that correct rates were used. The billable rates for the Architect and each Risk/Reward Design Partner are subject to an agreed escalation multiplier that cannot exceed 5% for annual increases in their respective billable rates, unless otherwise approved by the SMT. The annual escalation multiplier will be evaluated based on historical data reviewed as part of the audit process for billable rates and will be included in **Exhibit 4D**. Annual employee increases will be verified by updated payroll registers. Unless there is a change in Project personnel, billable rates will only be adjusted on an annual basis. Only those employees included in the billable rates are chargeable to the Project. To the extent supplemental or replacement staff is required, such staffing must be approved by the PMT before the cost is incurred and the billable rate for replacement staff must be less than or equal to the former staff's billable rate, unless approved by the SMT. Rates for supplemental or replacement staff are subject to audit and approval. Subject to the escalation multiplier cap, the Architect and each Risk/Reward Design Partner will submit billable rates during the month of January for PMT approval, which will not be unreasonably withheld

(b) **Design Overhead.** The multiplier for home office overhead is included in the Architect's and Risk/Reward Design Partners' billable rates. Overhead includes: (i) full compensation for employer benefit payments for health insurance (net of employee contribution withholding), long and short term disability premiums, sick leave, paid time off, retirement plan contributions, and vacation accruals, holidays, Social Security (FICA), Medicare (FMI), unemployment insurance (FUI & SUI), and workers compensation, health savings account contributions, life insurance premiums, and reasonable and customary incentives or bonuses based on evaluation of historical information provided during audit of overhead and as agreed to by the University (which will not be unreasonably withheld) ; (ii) home office salaries for personnel who are not directly assigned to the Project and included in the billable rates, inclusive of vacation pay but without mark-up for annual bonuses or non-customary benefits; (iii) reasonable home office overhead expenses such as mortgage, rent or property taxes, utilities, office equipment (including software and hardware costs), maintenance costs, depreciation on assets, employee recruitment and training, general administrative and payroll costs, business development and marketing, relocation expenses, car allowances (inclusive of all vehicle maintenance expenses, fuel, wear and tear, and insurance, as applicable), cell phone expenses, postage, severance pay, employee morale programs; and (iv) costs of business operations and insurance per **Exhibit 6C**, costs for professional dues, continuing education for



licensing, licenses, fees and taxes required by any Governmental Authorities to enable the Architect and Risk/Reward Design Partners to be qualified to do business and/or perform the Design Services. The overhead multiplier will be the result of dividing the Architect's and Risk/Reward Design Partners' respective overhead cost by their respective direct salary expense. The overhead cost will be determined based on a 3 year average from the Architect's and Risk/Reward Design Partners' respective financial reports provided to the Auditor, and will be included in the billable rates based on the audited and approved multipliers for each entity.

7.2.2 Contractor and Risk/Reward Trade Partners. Chargeable Costs for Contractor's employees performing Work will be charged per the billable rates set forth in **Exhibit 4E**. Risk/Reward Trade Partner's billable rates are subject to this Section 7.2.2 and will be amended into this Agreement as part of **Exhibit 4E**, if unknown at the time of execution of this Agreement. The billable rates will be calculated per subsection (a). Employees who will be stationed off-site are subject to PMT approval. Contractor's and Risk/Reward Trade Partner's billable rates will not include home office overhead. Contractor's and Risk/Reward Trade Partners' general home office overhead expenses will include only those categories of items set forth in subsection (b) and will be chargeable at the audited percentage set forth in **Exhibit 4E**. The billable rates for the Contractor and each Risk/Reward Trade Partner are subject to an agreed escalation multiplier that cannot exceed 5% for annual increases in their respective billable rates, unless otherwise approved by the SMT. The annual escalation multiplier will be evaluated based on historical data reviewed as part of the audit process for billable rates and will be included in **Exhibit 4E**. Annual employee increases will be verified by updated payroll registers. Unless there is a change in personnel, billable rates will only be adjusted on an annual basis. Only those employees included in the billable rates are chargeable to the Project. Subject to the escalation multiplier cap, Contractor and each Risk/Reward Trade Partner will submit billable rates for the Project during the month of July for PMT approval, which will not be unreasonably withheld. To the extent supplemental or replacement staff is required, such staffing must be approved by the PMT before the cost is incurred and the billable rate for replacement staff must be less than or equal to the former staff's billable rate, unless approved by the SMT. Rates for supplemental or replacement staff are subject to audit and approval.

(a) General Conditions. General condition costs for Contractor and Risk/Reward Trade Partners includes employee costs for project management, superintending, engineering, accounting, planning and scheduling, purchasing, estimating, safety coordinator, quality management, administrators, and building information modeler(s) who are specifically assigned to the Project and either stationed on-site or off-site subject to SMT's pre-approval, but only for that portion of employee time required for the Project and per the billable rates. The billable rates for general conditions costs include basic employee compensation (hourly wages or salary without any overhead and profit) plus customary benefits including health and life insurance (net of employee contribution withholding), long and short term disability premiums, accidental death/dismemberment, sick leave, 401K, pensions, or retirement plan contributions, vacation accruals, holidays, Social Security (FICA), Medicare (FMI), any other government required payroll taxes, unemployment insurance (FUI & SUI), and workers' compensation, health savings account contributions, life insurance, reasonable and customary incentives or bonuses based on evaluation of historical information provided during audit of overhead and as agreed to by the University (which will not be unreasonably withheld). If employees have car allowances or stipends (inclusive of all vehicle maintenance expenses, fuel, wear and tear, and insurance, as applicable) this cost will be carried as part of the payroll burden in the build-up of



the rates. The base hourly rate is determined by dividing the employee's annual salary by 2,080 hours. For employees who are assigned to the Project full-time, paid time off (holidays, vacation, sick leave, in accordance with company policy) are included in the burden in the build-up of the billable rates. Charges for Work performed by salaried personnel in excess of the 40 hour work week are not allowable, unless recommended by the PMT and approved by the SMT before the time is incurred and only in an amount agreed to by the SMT as appropriate. The billable rates are audited before approval, and approved audited rates for an employee are not subject to further audit other than to verify the number of hours worked and that correct rates were used.

(b) Construction Overhead. Contractor and Risk/Reward Trade Partners overhead expenses are a Chargeable Cost at either the audited percentages included in **Exhibit 4E** or at negotiated lump sum amounts. Contractor's and Risk/Reward Trade Partners' overhead will not be adjusted under the Agreement unless a Change Order is issued for an extension of Contract Time, in which case Contractor and Risk/Reward Trade Partners will be allowed additional overhead at their respective percentages included in **Exhibit 4E**, and in accordance with Generally Accepted Accounting Principles. The overhead percentage used for determination of Contractor and Risk/Reward Trade Partners' respective overhead percentages will be determined based on a 3 year average from each team members financial report, which is subject to audit. Overhead includes full compensation for any home office personnel who are not directly assigned to the Project or included in the billable rates, inclusive of vacation pay but without mark-up for annual bonuses or non-customary benefits; other reasonable overhead expenses such as mortgage, rent or property taxes, utilities, office equipment (including software and hardware costs), maintenance costs, and other facility-related expenses, depreciation and amortization on assets, goodwill impairment, employee recruitment and training (including travel), general corporate administrative and payroll costs, business development, advertising, and marketing, relocation expenses, cell phone expenses, postage, severance pay, and employee morale programs; and costs of business operations such as small tools or equipment (with a purchase price of \$1,500 or less) that is customarily owned by Contractor or Risk/Reward Trade Partners and required for their respective portion of the Construction Work, and costs for professional dues, licenses, fees, insurance per **Exhibit 6B**, and taxes required by any Governmental Authorities to enable the Contractor and Risk/Reward Trade Partners to be qualified to do business and/or perform the Work. Overhead is calculated based on the respective party's Actual Cost for Preconstruction Services or Construction Work, as applicable.

(c) Field Labor Costs. Field labor costs are limited to hours of labor performed by workers performing Construction Work on-site or at off-site locations. The labor rates must be broken down by labor category and inclusive of basic hourly wages, payroll taxes, worker's compensation, and union or employer benefit payments for health and welfare, pensions, vacations/holidays, supplemental dues, and training, plus any other benefits or payments required by Applicable Law or applicable collective bargaining agreements. The labor costs associated with foremen and lead-men are included in field labor and all self-performed Construction Work will be compensated as field labor. The hourly rates for off-site shop labor and off-site prefabrication labor will be determined and agreed to before off-site work and off-site prefabrication commences and will not include overhead or profit if the provider is Contractor or a Risk/Reward Trade Partner. Field labor rates are currently not subject to Federal requirements for prevailing wage, including the Davis Bacon Act. Field labor for



Risk/Reward Team Members will be pre-audited per labor category and agreed upon for each labor category. If field labor rates later become subject to Federal requirements for prevailing wage, adjustments will be made through Change Order per Article 11 and Section 11.2.12. To the extent field labor has company vehicles, those costs will be carried in accordance with Section 7.7.12 below.

**7.3 Consultant and Subcontractor Costs.** Payments made by Risk/Reward Team Members to their respective consultants or subcontractors per their written agreements. However, Risk/Reward Trade Partners and Risk/Reward Design Partners are subject to this Article 7.

**7.4 Cost of Materials and Equipment Incorporated Into the Project.** Costs for materials and equipment, including transportation and storage of materials and equipment incorporated or to be incorporated into the Project, and including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage, and tools or equipment (not customarily owned by field labor and that cost in excess of \$1,500) that are provided by Contractor and Risk/Reward Trade Partners at the Project site and fully consumed in the performance of the Construction Work. Unused excess materials on the Project, if any, will become the University's property at Substantial Completion or, at the University's option, will be sold by the applicable party. Any amounts realized from the sales will be credited to the University through the payment application process.

**7.5 Stored Materials and Equipment.** Costs of materials and equipment suitably stored off-site at a mutually acceptable location, if pre-approved by the PMT and stored in accordance with this Agreement, including additional insurance or warehouse bonding if required.

**7.6 Discounts, Rebates, and Refunds.** Contractor will notify other PMT members of available discounts, rebates, and refunds. Cash discounts received, and any trade discounts, will accrue to the Project. Rebates, refunds, or amounts received from sales of surplus materials and equipment will be credited to the University through the payment application process.

**7.7 Miscellaneous Costs.**

**7.7.1 Data Processing and Communications.** For co-located Project Participants, the cost for copiers, postage, office supplies and equipment. Data processing costs are limited to the cost of computer hardware (including servers and printers) used in handling normal day-to-day administration of the Project, management and control of the Project, and internet access. Software license fees incurred specifically for the Project to the extent purchase is previously approved by the PMT.

**7.7.2 Cost of repairing or correcting deficient Design Services, Preconstruction Services, or damaged or non-conforming Construction Work,** executed by a Risk/Reward Team Member provided that (1) the costs are incurred prior to Final Completion and (2) the deficient, damaged, or non-conforming Work was not intentional or caused by Willful Default, and provided further that costs are reimbursable only to the extent that the cost of repair or correction is not recoverable by insurance or sureties. Correction or repair of deficient,



damaged, or non-conforming portions of the Work that were performed or installed by Standard Consultants or Standard Subcontractors will be remedied at the responsible Standard Consultant's or Standard Subcontractor's own expense and are not a Chargeable Cost.

7.7.3 Costs for big room trailers or Project site office space.

7.7.4 Costs for temporary facilities such as power, water, and sanitary. Costs for off-site temporary storage of equipment or materials before installation. Costs for off-site temporary fabrication yards.

7.7.5 Costs for temporary enclosures, temperature control, and protection of the Construction Work.

7.7.6 Costs to secure, maintain, and provide transportation to and from off-site parking facilities.

7.7.7 Costs for development and site work for the construction area, including mobilization, temporary roads, and demobilization.

7.7.8 Costs for security and fences.

7.7.9 Costs associated with the safety program directly related to the Project including temporary protection and barricades, signage, fire extinguishers, and traffic control.

7.7.10 Fees of laboratories for tests required by this Agreement.

7.7.11 Risk/Reward Team Member cost associated with re-inspection and rework.

7.7.12 Rental Charges or Purchase of Equipment. Upon PMT, SMT, or University's request and before commencement of the Construction Work or equipment being placed into service, Contractor will present an analysis of an opportunity to purchase rather than rent the item. The analysis should include, at a minimum, fair market value of purchasing the item, proposed rental rates spread over the duration of the Project (total estimated rental value), backed up by two separate vendors. If the decision is to purchase the equipment, all purchased items will be included in the final Chargeable Costs and title to the property will vest to the University upon Final Completion. All rental charges for temporary facilities that are provided at the Project site, whether rented from Contractor, Risk/Reward Trade Partners, or others, including costs for transportation, installation, minor repairs and replacements, dismantling, and removal will be included in **Exhibit 4F**. Rental charges for non-affiliated third-party equipment will be considered reimbursable and will be reimbursed at Actual Cost, as long as rental rates are consistent with the fair market value. Rates for construction equipment either owned by Contractor, a Risk/Reward Trade Partner, or an affiliate include the aggregate rental amounts (exclusive of all installation, maintenance, dismantling, removal, transportation, and delivery costs) but cannot exceed 80% of the purchase price for any one piece of equipment (at the time it is placed in service) during the rental period of the equipment used at the Project site. Rental equipment does not include tools or equipment (with a purchase price under \$1,500) that are customarily owned by Contractor or Risk/Reward Trade Partners and required for their



respective portion of the Construction Work as the cost for such tools, and equipment are included in overhead per Section 7.2.2(b). Rates for equipment and standard size vehicles (inclusive of insurance, fuel, wear and tear, and maintenance) owned by Contractor and Risk/Reward Trade Partners that are charged to the Project must be specifically listed and included in **Exhibit 4F**. Standard size vehicle rates are subject to audit.

7.7.13 Waste and Recycle Removal. Costs of removal and disposal of debris from the site and recycle costs not offset by recycle fees or rebates.

7.7.14 Environmental. Costs of dust control, stormwater and surface water runoff and land protection planning and maintenance, and other environmental compliance requirements under Applicable Laws.

7.7.15 Reproduction. Cost for reproducing or printing Project documents.

7.7.16 Models & Mock-Ups. Costs for physical models and mock-ups requested and approved by the PMT.

7.7.17 Taxes. Sales, use, gross receipts, or similar taxes imposed by a Governmental Authority that are related to the Construction Work. This Project is exempt from sales tax on permanent materials and equipment.

7.7.18 Payment and Performance Bond (**Exhibit 7C**). Contractor's bond premium for Construction Work.

7.7.19 Project Insurance. Insurance coverage required under **Exhibit 6** is directly attributable to the Project subject to Section (a) below.

(a) University Insurance Program. All costs within self-insured retentions and deductibles for covered claims are Chargeable Costs. If any of the policies under the University's insurance program are triggered during design and construction of the Project, the University will pay any self-insured retentions and deductibles directly and will be reimbursed through deductive Change Order under Article 11. Before determination of the Final Actual Cost and adjustments to the Savings Threshold per Section 8.4, the University and Risk/Reward Team Members will value the deductible or self-insured retention obligations of all pending claims and the deductible and self-insured retention obligations for potential, but unknown claims that will likely be incurred during the remaining life of the policies included in the University's insurance program, and will agree on an adjustment to the Final Actual Cost equal to the aggregate value of the deductible and self-insured retention obligations. If the University and Risk/Reward Team Members cannot agree on the value of the deductible or self-insured retention adjustment, they will select an independent insurance consultant to develop the valuation and the fees and costs and the independent insurance consultant will be treated as a Chargeable Cost. The close out valuation of self-insured retention or deductible obligations used for determination of the Final Actual Cost cannot exceed the ICL at the time of valuation. The University will be responsible for paying any deductibles or self-insured retentions for any claims that are pending but unresolved and for any potential, but unknown claims that are asserted after the Final Actual Cost is determined under the remaining life of the policies



included in the University's insurance program even if the University is not alleged to have caused or contributed to the claim or is not named as a party in any lawsuit related to the claim.

7.7.20 Contractor and Architect Provided Insurance. For the additional coverages required under Exhibit 6B and Exhibit 6C, a pro-rata share of premiums attributable to the Work as approved by the University and Auditor are a Chargeable Cost but included as part of each Risk/Reward Team Member's overhead.

7.7.21 Fees. Fees and assessments for plan check, permits, licenses and inspections, and laboratory tests required by the Contract Documents and that are not paid directly by University. These types of fees are passed through at actual cost and are not subject to mark-up for overhead or profit.

7.7.22 Travel. Travel expenses will be reimbursed per the University's travel policy located at <https://nebraska.edu/travel>, unless the PMT reviews and approves the Party's travel policy beforehand. Relocation expenses for a Party's on-site employees who are relocated to Omaha specifically for performance of Work on this Project will be reimbursed pursuant to the Party's relocation policy, subject to PMT approval. .

7.7.23 Royalties and Licenses. Royalties and license fees paid for the use of a particular process or product required by the Contract Documents and the cost of defending any suits or claims for infringement of patent rights arising from specific requirements of the Contract Documents where the Contractor or Risk/Reward Trade Partner did not know that the use of the particular design, process, or product was an infringement, provided that those portions of the Work were not performed by a Design-Build Trade.

7.7.24 Emergencies. Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency that threatens the safety of persons or property at the Project.

7.7.25 Costs for job photos and videos as required by the PMT for facilitation of the Work and requested by the University, including drones.

7.7.26 Survey and layout costs for the site, buildings, and Construction Work.

7.7.27 Background checks required for employees participating in the Project.

7.7.28 Lost deposits and other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the PMT.

7.7.29 Legal expenses related to joint defense of third party claims to the extent provided in Section 12.8 upon SMT approval. Legal expenses related to termination or Allowed Claims among the Parties are specifically excluded per Section 7.8.5.

7.7.30 Risk/Reward Team Members' portion of the Project Neutral's fees pursuant to Section 4.2.2(a).



**7.8 Non-Reimbursable Expenses.** The following costs are not reimbursable as part of the Chargeable Costs.

7.8.1 Salaries and other compensation for Risk/Reward Team Member personnel stationed at any principal office or offices other than the site office, unless specifically approved in writing by SMT, or included in the billable rates per Section 7.2.1(a), 7.2.2(a), or overhead per Sections 7.2.1(b) or 7.2.2(b).

7.8.2 Benefits and burdens not expressly included in the billable rates (**Exhibit 4D** and **Exhibit 4E**).

7.8.3 Financing costs, cost of use of money, or other capital expenses, including interest on capital employed.

7.8.4 Overhead expenses except as set forth in Sections 7.2.1(b) or 7.2.2(b).

7.8.5 Costs and legal expenses incurred related to Allowed Claims among the Parties per Section 12.2.

7.8.6 Costs incurred related to negotiation of this Agreement.

7.8.7 Capital expenses, including interest on its capital employed for the Work.

7.8.8 Rental costs for temporary facilities, machinery and equipment, except as specifically provided in Section 7.7.4 and 7.7.12, including owned equipment or standard vehicles rented to the Project that are not included on the equipment list set forth in **Exhibit 4F**.

7.8.9 Deductibles or self-insured retentions that are not approved by the SMT

7.8.10 Costs incurred after Project Final Completion.

7.8.11 Costs incurred for participation and compliance with audits.

7.8.12 Legal fees, settlements, and/or judgments, except as specified in Section 7.7.29.

7.8.13 Charitable contributions.

7.8.14 Any cost resulting from Willful Default.

7.8.15 All other costs not specifically included as a Chargeable Cost under Sections 7.1 through 7.7.





## 8. COMPENSATION

**8.1 General.** Architect and Contractor will be compensated under Article 9 for the Actual Cost incurred for the Project as defined by Article 7, and subject to the Project being delivered at or below the Target Cost, their respective share of the adjusted and available ICL. Architect and Contractor are responsible for paying their respective Risk/Reward Trade Partners and Risk/Reward Design Partners for their respective Actual Cost incurred on the Project, and their respective ICL Share per the most current, approved ICL Share and Distribution Spreadsheet set forth in **Exhibit 4C** of any distributed ICL.

**8.2 Incentive Compensation Layer.** The Risk/Reward Team Members have agreed that 100% of their respective profit will be placed at risk, and the cumulative amount of profit will create the initial ICL, which will be increased or decreased based on overall Project performance, as described in this Article 8 and the Contract Documents. The ICL and the ICL Share of the Risk/Reward Team Members will be set forth in the most current, approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**). The ICL can be modified by Change Order per Article 11. Although a portion of ICL may be disbursed per Section 8.3 and the most current, approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**), ICL is not earned until the Final Actual Cost is determined per Section 8.4 and all adjustments to ICL have been made per Section 8.5.

**8.2.1 Added Value Incentive Items.** The University has developed a list of Added Value Incentive Items that it would like to include in the Project through the Target Value Delivery process without increasing the Target Cost. The Added Value Incentive Items will be set forth in **Exhibit 3D**. An Added Value Incentive Item may be incorporated into the Project, if the difference between the Estimated Final Cost and Target Cost is sufficient to cover 125% of the estimated Chargeable Costs of an Added Value Incentive Item, and the University chooses to incorporate the Added Value Incentive Item into the Project. If the Added Value Incentive Item is incorporated into the Project, the ICL will be increased by 25% of the estimated Chargeable Cost of the Added Value Incentive Item and the Target Cost and Savings Threshold will be decreased by 25% of the estimated Chargeable Cost through executed Change Order per Section 11.4. The ICL Share and Distribution Spreadsheet (**Exhibit 4C**) will be updated accordingly.

**8.2.2 KPIs.** During the Validation Stage, the University and Risk/Reward Team will develop up to 5 KPIs, which will be amended into this Agreement as **Exhibit 4G**. Each KPI will establish an objective benchmark, metric, or standard. The percentage of increase / decrease (as applicable) in the potential Shared Savings goes up as more KPIs are earned by the Risk/Reward Team. The percentages of adjustment for earned KPIs will be amended into the Business Terms Sheet. As KPIs are earned by the Risk/Reward Team, the percentage of Shared Savings that will accrue to the Risk/Reward Team is increased by the stated percentage set forth in the Business Terms Sheet, and the percentage of the Shared Savings accruing to the University is decreased by the corresponding percentage.

**8.2.3 Shared Savings.** If, upon Final Completion of the Project, the Final Actual Cost is less than the Savings Threshold, the ICL will be increased based on the applicable Shared Savings apportioned to the Risk/Reward Team, after taking into account KPIs earned per Section 8.2.2, with the remaining portion of the Shared Savings accruing to the University.



The Shared Savings will be calculated by subtracting the Final Actual Cost from the adjusted Savings Threshold and then multiplying the resulting Shared Savings by the applicable percentage (taking earned KPIs into account) as noted in the Business Terms Sheet. The ICL will be adjusted by the portion of Shared Savings earned by the Risk/Reward Team and distributed to each Risk/Reward Team Member after Final Completion of the Project in accordance with their respective ICL Share set forth in the most current approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**).

**8.2.4 Scope Swaps.** The PMT may choose to reduce the scope of a Project Participant and correspondingly increase the scope of another Project Participant to capture the benefits, without limitation, of innovative designs, processes or technologies, or in cases where a Risk/Reward Team Member or consultant or subcontractor is not meeting its performance requirements. Scope swaps are not allowed however, if it is not in the best interest of the Project. Scope swaps require PMT approval through Change Order per Section 11.2.15. If the PMT determines that the increased / decreased scope for a Risk/Reward Team Member creates a significant financial inequity, the ICL and the ICL Share of the Risk/Reward Team Members may be equitably adjusted with SMT approval. A PMT Bulletin will be issued and ICL Share and Distribution Spreadsheet will be updated accordingly.

**8.2.5 ICL Claw-Back When Milestone Estimate Exceeds Target Cost.** If, at any time during the Project, a Milestone Estimate exceeds the Target Cost, as adjusted by executed Change Order, then no further interim ICL distributions will be made until the conditions of disbursement set forth in Section 8.3 have been satisfied. If however, the remaining ICL is not sufficient to cover the estimated overrun, the previously disbursed ICL amounts are subject to claw-back per this Section 8.2.5 and will be claw-back dollar for dollar until either the University has been reimbursed up to the amount of the estimated overrun or until the ICL is exhausted (as applicable). If the ICL is exhausted, the University will continue to pay Chargeable Costs and the Architect, Contractor, and their respective consultants and subcontractors will continue to perform the Work until Final Completion of the Project. If a Risk/Reward Team Member is terminated for cause per Section 16.3, the terminated Risk/Reward Team Member will return all previously disbursed ICL amounts and will not be entitled to any further payment until after Final Completion of the Project and subject to Section 16.3.1.

**8.2.6 ICL Claw-Back When Final Actual Cost Exceeds Target Cost.** If the Final Actual Cost as determined per Section 8.4 exceeds the Target Cost, and the remaining undisbursed ICL is not sufficient to cover the overrun, the Risk/Reward Team Members, regardless of when their respective portion of the Work was completed, will upon 30 calendar days' written notice reimburse the University for previously disbursed ICL amounts based on their respective ICL Share of the overrun up to the total amount of the overrun. The ICL will be eroded by the amount of the overrun until the ICL is exhausted.

**8.3 Interim ICL Distributions.** University will withhold 10% of the ICL until Final Completion. The remaining 90% of the ICL may be distributed every 4 months, if the following conditions are met.

**8.3.1 Milestone Estimate.** Every 4 months, Contractor, in collaboration with the other Risk/Reward Team Members will prepare a Milestone Estimate that: (i) is current as of date of the proposed interim ICL distribution; (ii) contains all elements and costs that are



included within the Target Cost, as applicable; (iii) is based on the actual Chargeable Costs incurred plus a realistic estimate of the cost to complete the Work; and (iv) includes a statement as to whether the Project is estimated to achieve Project Final Completion within the Contract Time. Within 5 business days after receipt of the proposed Milestone Estimate, provided that the conditions in Section 8.3.2 are met, the PMT will either recommend acceptance of the Milestone Estimate to the SMT or request verification from an independent cost consultant. If independent verification is requested, the PMT will meet with an independent cost consultant chosen by the University who will review the proposed Milestone Estimate within 5 business days and either accept it, accept it with modification, or prepare an independent cost estimate. The independent cost estimate must follow the same structure as the proposed Milestone Estimate and may not include any items not contained within the Target Cost, increase Contingency, and may not withhold any funds that were not previously agreed to by the SMT. Distribution may either be made based on the independent cost estimate, or after review of the independent cost estimate, an amount agreed to by a majority of the SMT. If an agreement cannot be reached, the interim ICL distribution will be deferred until the next Milestone Estimate, and re-evaluated at that time.

8.3.2 Conditions. Before making a recommendation for approval of a Milestone Estimate to the SMT, the PMT with counsel from the Project Advisor and Auditor, if necessary, will review and evaluate the Milestone Estimate against the current cost model and determine whether (1) the Project is estimated to achieve Final Completion within the Contract Time and (2) whether the Estimated Final Cost is less than or equal to the Target Cost.

(a) If both pre-conditions are true, then the scheduled interim ICL distribution (see **Exhibit 4C**) will be recommended by the PMT and upon approval by the SMT paid as part of a progress payment along with the Chargeable Costs for that period, and the Architect and Contractor will each pay their respective Risk/Reward Design Partners and Risk/Reward Trade Partners their respective ICL Share.

(b) If either or both of the payment pre-conditions are not met, then the PMT will not recommend payment and the scheduled interim ICL distribution will be deferred, and not paid. If at a later time, both pre-conditions are met, the interim ICL distribution will include the scheduled interim ICL distribution plus any deferred interim ICL distribution subject to PMT's review and evaluation under Section 8.3.2(a) and approval.

(c) All interim ICL distributions are subject to the claw-back provisions set forth in Section 8.2.5 and 8.2.6.

(d) Increases to the ICL due to Shared Savings will not be paid until final payment is due under Section 9.5.

#### **8.4 Determination of Final Actual Cost and Adjustments to Savings Threshold.**

After University's receipt of Architect's, and Contractor's affidavit certifying the total Chargeable Costs incurred upon Final Completion of the Project, a final audit conducted by the Auditor will be completed to determine the Final Actual Cost.

8.4.1 Allowances. Before determining the Final Actual Cost, all unused Labor Escalation Allowance funds and other Allowance funds will be deducted from the Target Cost,



and Savings Threshold through Change Order. The actual Chargeable Costs for labor that exceed the Labor Escalation Allowance will be adjusted per Section 11.5.2. Other Allowances, to the extent not already adjusted through Change Order, will be reconciled adjusting the Target Cost and Savings Threshold upward or downward by the incremental overage or underrun (as applicable) through executed Change Order.

8.4.2 Net Escalation. When determining the Final Actual Cost, any unused funds from the Material Escalation Contingency will accrue to Contingency and be distributed as part of the Shared Savings per Sections 8.2.3 and 8.4.3, subject to the conditions set forth in Section 8.5.

8.4.3 Contingency. When determining the Final Actual Cost, any unused Contingency funds will remain in the Target Cost and Savings Threshold and will be distributed, as part of the Shared Savings per Section 8.2.3 subject to the conditions set forth in Section 8.5.

8.4.4 Reconciliation of Change Orders. As part of the determination of the Final Actual Cost, all estimated Actual Cost items included in Change Orders, as well as any subcontract or consultant change orders issued through Contractor or Architect, will be subject to reconciliation by the PMT and subject to final audit.

8.4.5 University's Costs. University's costs will be tracked separately by the University and are not included in the Target Cost. However, the following costs incurred by the University will be counted towards the Final Actual Cost:

(a) University's costs resulting from damage to the Work itself before Substantial Completion of the Project caused by a Risk/Reward Team Member, or anyone for whom they are responsible, but only to the extent such costs are not paid by an insurer. This provision captures those University's costs resulting from damage to the Work other than the Chargeable Costs of the Risk/Reward Team.

(b) University's costs to third parties necessary for the completion of the Work, such as Separate Consultants or Separate Contractors, permitting agencies, inspectors, testing labs, or geotechnical consultants, to the extent those costs result from an error, omission, damage, or delay caused by a Risk/Reward Team Member or anyone for whom they are responsible, or Willful Default of a Risk/Reward Team Member.

(c) University's costs to satisfy insurance deductibles or self-insured retentions, or retained amounts to cover pending or potential, but unknown claims as described in Section 7.7.19 (inclusive of subsections) that may occur over the remaining life of the University procured insurance policies.

**8.5 Final ICL Adjustment.** The final ICL adjustment is based on a comparison of the Final Actual Cost to the Target Cost and Savings Threshold as follows.

8.5.1 If the Final Actual Cost is below the Savings Threshold, the ICL will be adjusted upward per Section 8.2.1, and each Risk/Reward Team Member will receive its respective portion of the Risk/Reward Team's percentage of the ICL based on the percentage of Shared Savings included in the Business Terms Sheet (after taking into account earned KPIs)



based upon the Risk/Reward Team Member's ICL Share set forth in the most current, approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**). The remainder of the Shared Savings will accrue directly to the University based on the percentage (after taking into account earned KPIs) set forth in the Business Terms Sheet.

8.5.2 If the Final Actual Cost is at or below the Target Cost but above the Savings Threshold, the ICL will not be adjusted for Shared Savings, but each Risk/Reward Team Member will receive its respective portion of the ICL based upon its ICL Share set forth in the most current, approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**).

8.5.3 If the Final Actual Cost exceeds the Target Cost, the ICL will be reduced by the amount of the overrun pursuant to the claw-back provision in Section 8.2.6. If the ICL is not exhausted by the cost overrun, each Risk/Reward Team Member will receive its respective portion of the remaining ICL based upon its ICL Share set forth in the most current, approved ICL Share and Distribution Spreadsheet (**Exhibit 4C**). If the cost overrun exhausts the ICL, the University will continue to pay the Risk/Reward Team Chargeable Costs through Final Completion of the Project.

## 9. PAYMENT

**9.1 Applications for Payment.** Applications for payment will be prepared for Design Services by the Architect and for Construction Work by the Contractor, in coordination with the other Risk/Reward Team Members based on the PMT approved payment application form (Project Manual, Tab 1). Risk/Reward Design Partner and Risk/Reward Trade Partner invoices must be vetted by Architect and Contractor before including in payment applications. The period covered by each payment application will be one calendar month. Applications for payment will be submitted per Section 9.2. The payment application will include the same line item breakdown as the Target Cost Breakdown and indicate by line item the amount of Chargeable Costs incurred by the Risk/Reward Team Members plus Standard Subcontractors and Standard Consultants for that particular calendar month, as well as any approved Change Orders and interim ICL distributions per Section 8.3 and **Exhibit 4C** (if applicable) that are requested during that month. The terms and conditions set forth in Section 9.1.1 through 9.1.7 are applicable to each payment application.

9.1.1 Standard Subcontractor Withholding. Unless otherwise determined by the PMT, the University will retain 10% for all Construction Work performed by Standard Subcontractors and suppliers. Once the Standard Subcontractors' and suppliers' portion of the Construction Work is 50% complete, the amount of retention may be reduced to 5% upon PMT approval provided that the Construction Work has been properly performed. Final retention on Standard Subcontractors and suppliers may be released upon satisfactory completion of their respective portion of the Construction Work and approval by the PMT.

9.1.2 Cost Model. Contractor will provide an updated cost model with each payment application that will be used as a basis for reviewing the progress payments and as a management tool to track variations in line items for the Work throughout the design and construction process. Payments will be made based on actual Chargeable Costs incurred by Architect, Contractor, and their respective consultants, subcontractors, and suppliers rather than a percentage of the total amount of the Target Cost. If the actual Chargeable Costs for any line



item included in the cost model exceeds the percentage of Work completed for that particular line item, the Risk/Reward Team must provide a mitigation plan acceptable to the PMT and SMT, or a detailed explanation for the line item overrun that is acceptable to the PMT and SMT. To the extent that there are any line item overruns, payment will not be made until a mitigation plan or detailed explanation for the overrun that is satisfactory to the PMT and SMT is provided. The updated cost model must comply with the requirements in Section 6.2.5.

9.1.3 RLWPs. The RLWPs prepared in accordance with Section 6.2.4(e) will be used as a management tool to track variations related to Chargeable Costs associated with the Risk/Reward Team's labor expenses for each of the Project stages (**Exhibit 5B**). If the actual Chargeable Costs for any Risk/Reward Team Members' labor expenses are projected to overrun any Project stage, the Risk/Reward Team must provide a mitigation plan acceptable to the PMT and SMT, or a detailed explanation for the line item overrun that is acceptable to the PMT and SMT, and which may be subject to review by Auditor. To the extent that there are any projected overruns for a particular Project stage, payment will not be made until a mitigation plan or detailed explanation for the overrun has been recommended by the PMT and approved by the SMT.

9.1.4 Stored Materials and Equipment. Progress applications for payment may include materials and equipment delivered and suitably stored on-site for subsequent incorporation into the Construction Work or, with PMT's prior approval, suitably stored off-site at an insured warehouse that is approved by the PMT. Any materials or equipment stored off-site must be segregated and marked as belonging to University of Nebraska Medical Center, Phase 1 of Project NExT. As a condition precedent to payment for stored materials and equipment, Contractor and its subcontractors (as applicable) must provide evidence that title will pass to University upon payment for stored materials and equipment as may be required by University or under Nebraska law. Contractor will not make advance payments to subcontractors or suppliers for stored materials or equipment without PMT approval.

9.1.5 Payment for Deposits on Material and Equipment. Progress applications for payment may include amounts for deposits made to secure or release prefabrication or production of materials and equipment upon PMT approval. In order to be reimbursed, Contractor must provide evidence of deposits paid by the requesting subcontractor to suppliers substantiating the amount requested in the payment application.

9.1.6 Payment Advance. Progress payments may request and include, on a separate line item of the payment application, an amount deemed necessary by the Architect and Contractor (inclusive of their consultants, subcontractors, and suppliers) to maintain a cash neutral position (or close to a cash neutral position) for payments and/or cash that will be dispersed from the end of the calendar month, for which the payment application is being submitted, through the end of the then current calendar month. Payment advance requests will be part of the draft payment application and are subject to review and recommendation by the PMT and approval by the SMT, which approval will not be reasonably withheld so long as the request can be validated as a cash neutral (not cash positive) request. On subsequent applications for payment, the Architect and Contractor (inclusive of their consultants, subcontractors, and suppliers) will show the deduction of the previous month's payment advance along with the addition of the then current payment advance (if deemed necessary). An acceptable accounting format for these requests is subject to review and approval by the



University and Auditor. All advanced payments must be used exclusively for labor, materials or equipment for this Project and the use of all advanced payments is subject to audit.

9.1.7 Interim ICL Distributions. Subject to the conditions in Section 8.3, interim ICL distributions may be included as part of a progress payment.

**9.2 Progress Payments.** The design and construction draft applications for payment will be submitted by the 30th day of the month for review by the PMT. The requirements in Sections 9.1 and 9.3 are required for proper submission and review of each payment application. The PMT will resolve any disagreements regarding amounts shown in the payment application. Final progress payment application will be submitted no later than the 10th day of the subsequent month and must be certified by the Architect and Contractor (as applicable). The PMT will review and approve payment of undisputed amounts. University will make payment to Architect and Contractor for all approved Chargeable Costs within 45 days of the submission of the certified payment application. Architect and Contractor are responsible for remitting payment to their respective consultants and subcontractors no later than 10 days after receipt of payment.

**9.3 Supporting Documents.** Each payment application must be accompanied by the following:

9.3.1 Sufficient documentation supporting the Chargeable Costs as described in Article 7 and claimed in the payment application, including, without limitation, receipts, purchase orders, contracts, time reports, and other documentation reasonably required by the PMT, University, or Auditor.

9.3.2 Duly executed conditional and unconditional waiver and release forms in compliance with Nebraska State Law covering all Work performed during the billing period by any party entitled to serve a stop payment notice. Unconditional waiver and release forms covering Work performed during the prior billing period will be provided with submission of subsequent progress payment application to the extent of payments received. Subcontractor and supplier unconditional waiver and release forms may lag up to a 2 month billing cycle, and payment will not be withheld for this reason provided that the conditional waiver and releases were provided with submission of the payment application and unconditional waiver and releases are provided within the 2 month timeframe.

9.3.3 Certification from the submitting Party attesting to the accuracy of the payment application and that all consultants, subcontractors, and suppliers have been paid to date or will be paid with the proceeds received from University for Work covered under the payment applications, and that the submitting Party has no knowledge of any stop work notices or claims for non-payment related to the portions of the Work performed by others. If any Party has knowledge of any stop work notices or claims for non-payment, it will promptly disclose what it knows to the PMT, and will bond or otherwise discharge all such claims.

9.3.4 With respect to final payment, evidence that all insurance required to extend past Final Completion per **Exhibit 6** is, and will continue, to be in effect for the applicable durations.



9.3.5 In addition to the above, within 10 calendar days after receipt of final payment, the Architect and Contractor will provide the University with duly executed unconditional waiver and release forms complying with Nebraska state law covering all Work performed by the Architect, Contractor, subcontractors, consultants, suppliers, or any other party entitled to record or serve a stop payment notice with respect to any labor, services, equipment, or material rendered or provided for the Project.

**9.4 Right to Withhold.** University may refuse to approve a payment application or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of a prior payment application to the extent necessary to protect University from loss due to one or more of the conditions listed in Section 9.4.1 through 9.4.9. The University may withhold up to 100% of any disputed amounts included in the payment applications but will pay undisputed amounts per Section 9.2. The University will pay the withheld amount within 5 business days of receiving reasonable documentation evidencing that the reason for the withholding has been cured.

9.4.1 University's belief that an Allowed Claim per Section 12.2 against a Risk/Reward Team Member exists.

9.4.2 Failure of Contractor or Architect to carry out the Work in accordance with the Contract Documents or failure to remedy non-conforming Work, provided that withholding is not be permitted under this Section 9.4.2 if Contractor or Architect, as applicable, is making commercially reasonable efforts to cure such non-compliance.

9.4.3 Failure of a Risk/Reward Team Member to make timely payments to their respective consultants, subcontractors or suppliers for services, labor, materials, or equipment, provided University has made timely payment of undisputed amounts as required by this Agreement.

9.4.4 Failure of a Risk/Reward Team Member to comply with the scheduling requirements set forth in Article 10 or provide timely updates requested by the PMT or SMT.

9.4.5 Damage or claims from Separate Contractors or Separate Consultants if the Architect, Contractor, or any of their respective consultants, subcontractors, or suppliers are potentially liable.

9.4.6 Third-party claims filed against the University that arise from Work performed on the Project or reasonable evidence indicating the probable filing of a third party claim, unless security acceptable to the University is provided.

9.4.7 Failure to maintain the site premises in a clean and safe manner.

9.4.8 Failure to adhere to the cost modeling or RLWP requirements in Sections 9.1.2 and 9.1.3, or the scheduling requirements in Section 10.2, insufficient documentation, erroneous estimates of value of the portions of the Work performed, or other incorrect statements in a payment application.

9.4.9 Claw-back of ICL per Sections 8.2.5 and 8.2.6.





**9.5 Final Payment.** University will make final payment 30 calendar days after Final Completion of the Project and determination of the Final Actual Cost through final audit per Section 8.4 and the final ICL adjustments per Section 8.5. Final payment will include unpaid balance due in accordance with the terms and conditions set forth in Article 8. The PMT must certify the payment application for final payment and the SMT must approve the final payment application. Final payment does not waive University's right to later object to defective design, materials or workmanship; waive any warranty rights the University may have; or release any Party from its indemnification obligations in Section 12.5.

**9.6 No Right to Stop Work.** A Party that disputes any determination with respect to any payment application, must nevertheless expeditiously continue to prosecute the Work, if the undisputed amounts are timely paid. University cannot be in default of this Agreement for withholding of any payment under Section 9.4. However, the Party claiming that payment has been wrongfully withheld, in whole or in part, may bring an Allowed Claim under Section 12.2.5.

**9.7 Reliance.** In taking action on payment applications, University may rely on the accuracy and completeness of the information furnished by the Architect and Contractor and by taking action as part of the PMT or SMT does not represent that University has made: (i) a detailed examination, audit, or arithmetic verification of the documentation or supporting data; (ii) exhaustive or continuous on-site inspections; or (iii) examinations to ascertain how or for what purposes the Architect and Contractor have used amounts previously paid.

**9.8 Warranty of Title.** Contractor warrants that title to all Construction Work, materials, and equipment covered by a payment application, whether incorporated in the Project or not, will pass to the University at the time of payment of Chargeable Costs free and clear of all liens, claims, security interests, or encumbrances in favor of Contractor, subcontractors, suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials, or equipment relating to the Construction Work. Contractor will defend, indemnify, and hold University harmless from any and all stop work notices, claims, security interests, or encumbrances filed by Contractor, or its subcontractors, suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials, and equipment relating to the Construction Work, provided Contractor has received payment for the Construction Work at issue pursuant to this Agreement.

**9.9 No Waiver.** Payment by the University does not constitute approval or acceptance of any item of cost in the payment application or final acceptance or approval of that portion of the Work to which the partial payment relates.

**9.10 Payments to Subcontractors and Suppliers.** University and Architect are not obligated to pay, or to see that payment is made to a subcontractor or supplier except as may otherwise be required by Applicable Law.

**9.11 Payment to Consultants.** University and Contractor are not obligated to pay, or to see that payment is made to Architect's consultants except as may otherwise be required by Applicable Law.



## 9.12 Records and Audits.

9.12.1 All Chargeable Costs are subject to audit. All Risk/Reward Team Members must keep full and detailed accounts and records related to the performance of Work under this Agreement and their respective contracts for a period of at least 4 years after Final Completion of the Project. The detailed accounts and records will be created and maintained in accordance with generally accepted accounting practices and control systems satisfactory to University and its Auditor. The records maintained must include, without limitation, payment applications, cost models, job cost reports, general ledgers, time records, payroll records, receipts, subcontracts, consulting agreements, purchase orders, evidence of payment, written and electronic communications, estimates, bids and proposals, Change Orders (inclusive of Standard Subcontractor and Standard Consultant change orders), logs and files, Change Order Requests (inclusive of Standard Subcontractor and Standard Consultant change order requests), logs and files, and all records related to any Chargeable Costs charged to the Project, or any other Project records or documentation deemed necessary by the University or Auditor in order to conduct a thorough audit of the Project costs. University may perform interim audits in its sole discretion per Section 9.12.2. There will be an audit before determination of Final Actual Cost per Section 8.4.

9.12.2 At any time during the performance of the Work and through final audit for determination of Final Actual Cost per Section 8.4, University, at its expense, may, but is not obligated to, audit the records of Architect or Contractor, and their consultants and subcontractors of any tier related to: (i) all costs provided in establishing the Target Cost; (ii) any payment application or calculation of amounts the University owes or is alleged to owe; (iii) Change Orders and Standard Subcontractor and Standard Consultant change orders (inclusive of all back-up); (iv) Risk/Reward Team job cost ledgers, and payroll records; (v) subcontractor or consultant costs submitted as Chargeable Costs; or (vi) any other Project records or documentation deemed necessary by the University or Auditor in order to conduct a thorough audit of the Project costs. The person or organization being audited will cooperate and timely make their respective Project records available for inspection, copying, and audit at their sole cost and expense. All audits will be conducted in accordance with generally accepted accounting practices. University will pay for the cost of the Auditor. However, should the audit indicate that a Risk/Reward Team Member's records were fraudulently or negligently prepared or maintained, the University reserves the right to seek damages and legal remedies from the Architect and/or Contractor (as applicable) including, but not limited to, the cost of the audit and recovery of amounts overbilled. Contractor will be responsible for pursuing recovery from a responsible Risk/Reward Trade Partner, subcontractor, or supplier, and the Architect will be responsible for pursuing recovery from a responsible Risk/Reward Design Partner or consultant. The Auditor's compensation is not contingent on the outcome of the audit and the Auditor is not receiving any bonus or other compensation based on the audit result or the amount of savings, if any, recovered by University due to the audit.



**10. SCHEDULING AND CONTRACT TIME**

**10.1 Contract Time.** The Contract Time is the time allotted for Substantial Completion of the Project as established by the Takt Plan and included in the Milestone Dates (Exhibit 3C). To the extent that the Project includes sub-projects, each sub-project should include milestone dates. The Contract Time may be adjusted by mutual recommendation of the PMT and approval by the SMT for a Permitted Delay and in accordance with the Change Order process under Article 11.

10.1.1 Commencement of the Construction Work. The date of commencement of the Construction Stage will be documented by the notice to proceed issued by the PMT.

**10.2 Project Scheduling.** All planning and scheduling performed on the Project will be developed utilizing Takt Planning and pull scheduling techniques. Pull scheduling techniques pursuant to the vPlanner software and Last Planner System™, or an equivalent system will be used to create the collaborative culture and short interval planning. In order to be pull-based, the planning system must be based upon requests from a Project Participant to others upon whom the requester's portion of the Work is dependent, and receipt of reliable promises made by the upstream performer about when it will finish the portion of the Work agreed upon per the hand-off criteria, in order to enable the downstream performers to begin their respective portions of the Work. At a minimum, the system must include the milestone dates from the Takt Plan, collaboratively created Lean Phase Plans per Section 10.2.4(a), make-ready Work Plans per Section 10.2.4(b), and a method for measuring, recording, and improving planning reliability, and analysis of delays.

10.2.2 Takt Plan. Contractor, in collaboration with the Project Advisor, University, and other Risk/Reward Team Members will develop a Takt Plan for the entire Project taking into account design milestones, Submittal timing, procurement and early release for long lead items during the Design/Preconstruction Stage, and duration by sub-project (if applicable) based on phase and sequence during the Construction Stage. The Takt Plan must identify the critical flow path and include dates for Substantial Completion, Final Completion, as well as all other milestones as may be updated upon concurrence of the PMT. Note that sub-projects (if applicable) will each have milestones including substantial and final completion dates.

10.2.3 Master Schedule. The Master Schedule is derived from the Takt Plan and summarizes phases and sequences for all sub-projects rolled up into the Project, and includes milestone dates. The Master Schedule will be broken down by sub-projects (if applicable), phases, and duration. The Master Schedule will be updated by the Contractor, in collaboration with the other Risk/Reward Team Members as required by the PMT based on the most current Takt Plan to reflect the most current approved Contract Time and other milestone dates that have been amended through Change Order. The Master Schedule will be used as a management tool to track whether the Project is proceeding within the projected Contract Time. Lean Phase Plans will be used to determine key milestones in a phase of Work as further described in Section 10.2.4(a). Day-to-day activities will be planned using Work Plans as described in Section 10.2.4(b). The Risk/Reward Team Members are responsible for coordinating with their consultants, subcontractors and suppliers, as well as with University's Separate Contractors and Separate Consultants with respect to all scheduling activities and reporting of delays. However, Risk/Reward Team Members are not responsible for Separate

Contractor or Separate Consultant caused delays. The Master Schedule will be amended into the Agreement as **Exhibit 5A** when the Target Cost is submitted and approved.

(a) Portions of the Project may be segregated into sub-projects with separate phases and individual milestones. If the Project includes sub-projects, all sub-projects must be completed before the date for Substantial Completion of the Project. Individual milestones for sub-projects must be identified in the Master Schedule.

10.2.4 vPlanner and Last Planner System. Work planning performed on the Project will utilize vPlanner software and the Last Planner System™, which will be used in conjunction with the Takt Plan.

(a) Lean Phase Plans must be based on collaborative planning through direct communications by all Project Participants performing portions of the Work in a particular phase, who, working backwards from the most current approved milestones, create collaborative phase schedules indicating when their portion of the Work will be completed (pull-planning). Direct communications among Project Participants allows the various parties to make reliable promises to each other, and specifically discuss and negotiate the hand-off criteria or other conditions of satisfaction that are mutually understood and agreed upon.

(b) Work Plan or Work Plans. As part of the Lean Phase Plans described in section (a), the PMT in collaboration with the Risk/Reward Design Partners and Risk/Reward Trade Partners will establish a weekly Work Plan to review past weeks performance and upcoming design and construction performance requirements and establish weekly look-ahead meetings and Work Plan schedules. Contractor's will lead this effort in conjunction with the Project Advisor, PMT and Project Participants. All Work will be performed in accordance with the weekly Work Plans. The Work Plan schedules will document all portions of the Work performed during the prior week's period and to be performed during the upcoming week. The Work Plans are to be used as a working tool to reflect commitments made in look-ahead meetings, evaluate past weeks performance, evaluate any upcoming constraints or schedule slippages, identify workable backlog and collaborate on methods for labor efficiency. Work will be scheduled using Takt planning to optimize the flow of Work through the Project and reduce bottlenecks and activities that will not advance the Contract Time or other milestone dates that are included in the Master Schedule.

**10.3 Notice of Permitted Delay.** Architect and Contractor will not be entitled to a Permitted Delay under Section 11.3 unless the PMT is notified no later than 5 business days after first becoming aware of the event causing the delay and provided that the notifying Party demonstrates that the critical flow path in the current Takt Plan was impacted and could not be mitigated. If the delay could not be mitigated, then the notifying Party must prepare a time impact analysis as part of its COR that includes: (i) a summary of the impact; (ii) printout of the entire Takt Plan; (iii) window showing the impact and how it affects the date for Substantial Completion of the Project; (iv) mitigation efforts the Risk/Reward Team and its subcontractors and consultants have used to mitigate the damages; (v) an analysis of the critical flow path; and (vi) a description of the requested time and anticipated cost. All CORs will be submitted in accordance with the procedures set forth in Section 11.6. Notification to the PMT documented in meeting minutes or through formal notification to the PMT is effective notice with respect to this Section 10.3, and will be deemed in compliance with Section 15.3.



**10.4 Schedule Slippage.** Architect and Contractor will notify the PMT promptly of any delay in the critical flow path of the current Takt Plan as a result of its Work and must submit a detailed recovery plan for the PMT to evaluate and approve.

**10.5 Acceleration.** The PMT may determine that it is in the best interest of the Project to direct certain Project Participants to work overtime in an attempt to recapture any delays in the critical flow path in the current Takt Plan. Upon PMT approval, Risk/Reward Trade Partner overtime is a Chargeable Cost. Standard Subcontractor overtime may or may not be a Chargeable Cost depending on the circumstance causing the acceleration, which determination will be made by the PMT. Any acceleration that would cause an overrun in the Target Cost requires SMT approval.

## **11. CHANGES**

**11.1 Conditions for Change.** Changes to the Work and Project Objective are limited to those conditions set forth in Sections 11.2 and 11.3. Upon execution of a Change Order by the SMT, the Target Cost, Savings Threshold, Contract Time, and ICL may be adjusted per this Article 11. An executed Change Order is full and final settlement of all claims arising from the condition or circumstance necessitating the change. However, Risk/Reward Team Members are paid actual Chargeable Costs regardless of the estimated Chargeable Costs included in the Change Order Request ("COR") used to determine adjustment to the Target Cost, Savings Threshold, Contract Time, and ICL (as applicable). However, unless the Contract Time is extended, Contractor and Risk/Reward Trade Partners are not entitled to additional compensation for overhead for any condition under Section 11.2.

**11.2 Changes to Cost** There will be no change to the Target Cost or Savings Threshold unless one of the conditions in Sections 11.2.1 through 11.2.14 occur. ICL will also be adjusted unless the change condition included in 11.2.1 through 11.2.14 is profit neutral per Section 11.7.2. Amounts recovered under Sections 11.2.13 and 11.2.14 are profit neutral per Section 11.7.2 and accrue back into the Project and adjustments to the Target Cost and Savings Threshold will be adjusted accordingly. A Change Order must be issued for transfers between line items under Section 11.2.15 in compliance with Section 11.6 but such changes are subject to Section 11.7.2. A Change Order documenting use of Contingency per Section 11.2.16 will not adjust the Target Cost or Savings Threshold but will include an adjustment to the ICL.

11.2.1 University-Elected Changes.

11.2.2 PMT Bulletin per Section 4.1.4, or University Directive or SMT Bulletin per Section 4.2.2 that impact cost or Contract Time.

11.2.3 Unforeseen and Differing Site Conditions.

11.2.4 Post Permit Changes.

11.2.5 Force Majeure.

11.2.6 Adverse Weather.



11.2.7 Governmental Authority Caused Delay.

11.2.8 University's suspension of the Work per Section 16.1.

11.2.9 Adjustment to ICL for Added Value Incentive Item per Section 11.4.

11.2.10 Unusual Escalation per Section 11.5.

11.2.11 Reconciliation of Allowance items to actual cost per Section 8.4.1.

11.2.12 Adjustments in field labor rates and administrative costs if Davis Bacon becomes applicable to the Project.

11.2.13 Actual Net Recovery From Insurance or Surety required by this Agreement, or additional insurance and bonding cost required under Sections 12.4 and 12.6.

11.2.14 Amounts recovered from a Risk/Reward Team Member for an Allowed Claim.

11.2.15 Cost neutral Change Orders that are transfers made from one line item to another line item within the Target Cost to track Chargeable Costs such as Standard Subcontract change orders that do not arise from one of the conditions set forth in Section 11.2.1 through 11.2.8, scope swaps, or transfers from unused Material Escalation Contingency to Contingency.

11.2.16 Change Orders for line item transfers for use of Contingency per Section 6.2.4(b) are will include an adjustment to the ICL because ICL was not calculated on the Contingency line item included in the Target Cost.

**11.3 Changes to Contract Time.** Provided that notice has been properly given under Section 10.3 and subject to SMT approval, the Contract Time will be increased by the number of days the Project's critical flow path was lengthened by a Permitted Delay as substantiated per impact analysis as described in Section 10.3. A Permitted Delay must impact the critical flow path in the current, approved Takt Plan based on one of the conditions set forth in Sections 11.2.1 through 11.2.10. The Risk/Reward Team Members will be entitled to an increase for Chargeable Costs related to the extension in Contract Time (limited to employee costs, general conditions, and extended general requirements), including an adjustment to their respective overhead amounts at the percentage included in **Exhibit 4E** per Section 7.2.2(b), and may be entitled to an ICL adjustment subject to the limitation set forth in Section 11.7.1. However, unless the Contract Time is extended, the Contractor and Risk/Reward Trade Partners are not entitled to additional compensation for overhead for any condition under this Article 11.

**11.4 Add Value Incentive Items.** If the University elects to incorporate an Added Value Incentive Item into the Project per Section 8.2.1, the ICL will be increased by 25% of the estimated Chargeable Cost of the Added Value Incentive Item and the Target Cost and Savings Threshold will be decreased by 25% of the estimated Chargeable Cost through executed Change Order.



## 11.5 Unusual Escalation.

11.5.1 University's Escalation Contingency. The University will carry an amount for Unusual Escalation in the University's budget, which will only be transferred into the Target Cost through executed Change Order to cover overages in either the Labor Escalation Allowance or Net Escalation in the Material Escalation Contingency.

11.5.2 Labor Escalation Allowance. During the Validation Stage, the Parties will agree on a Labor Escalation Allowance, which will be included in the Target Cost. The Labor Escalation Allowance will project escalation in labor rates due to anticipated labor rate adjustments or collective bargaining agreements over the duration of the Project. The Labor Escalation Allowance will be included as a separate line item in the Target Cost, and will be reconciled through executed Change Order before determination of the Final Actual Cost per Section 8.4.1. If the Labor Escalation Allowance is exceeded, Contractor will submit a COR seeking an adjustment for Unusual Escalation per Sections 11.2.10 and 11.6 for PMT review (one time event). Unusual Escalation is profit neutral per Section 11.7.2. All unused Labor Escalation Allowance amounts accrue 100% to the University through deductive Change Order.

11.5.3 Material Escalation Contingency. During the Validation Stage, the Parties will agree on a reasonable anticipated amount for material and equipment escalation to be included in the Target Cost as the Material Escalation Contingency. The Material Escalation Contingency will be included in the Target Cost as a separate line item. Contractor will submit a COR for Unusual Escalation in the amount of the Net Escalation per Section 11.2.10 and 11.6 for PMT review (one time event) if (after procurement of all materials and equipment that will be incorporated into the Project) the actual Chargeable Cost exceeds the amounts carried in the line item of the Target Cost for specific materials and equipment and the Material Escalation Contingency amount included as a separate line item in the Target Cost. As part of the COR, Contractor must provide the PMT with the actual Chargeable Costs through necessary documentation substantiating the increased costs by comparison of the actual cost included for material and equipment at the time of procurement of the subcontractor compared to the material or equipment cost breakdowns included in the Target Cost build-up by the following: (i) Risk/Reward Trade Partners' contract price breakdown, (ii) vendor quotes; or as a last option (iii) to an index that is unanimously agreed to by the PMT. All unused Material Escalation Contingency amounts will accrue to Contingency per Section 8.4.2 and remain in the Target Cost until determination of the Final Actual Cost, at which time unused Contingency will accrue to ICL for distribution per each Risk/Reward Team Member's ICL Share per Section 8.4.3.

**11.6 Change Order Procedure.** Change Orders will be used to document changes to the Project Objective and will include approved adjustment to the Target Cost, Savings Threshold, Contract Time, or ICL (as applicable) and subject to Section 11.2 and 11.7.2. Any Party may request a Change Order to this Agreement for one of the conditions set forth in Sections 11.2 by providing the PMT with notice of potential change order within 5 calendar days discovery the condition or circumstance necessitating the potential change. The notice of potential change will be followed by a written COR setting forth the nature of the change, the reason for the change, and the effect, if any, on the Target Cost, Savings Threshold, Contract Time, or ICL (as applicable). Unless otherwise agreed to by the PMT, all CORs must be submitted to the PMT within 10 calendar days from the date of the notice of potential change. Failure to timely submit the COR waives and releases any claim for a Change Order related to



the facts or circumstances allegedly supporting the COR. The PMT will promptly review the COR and (i) accept the request, (ii) accept the request in part or with modification, (iii) request additional information or perform its own investigation, or (iv) deny the COR. If a COR is accepted by the PMT, then the PMT will recommend the Change Order to the SMT for execution. If the PMT does not act on a COR within 10 calendar days of receipt of submission, the requesting party may send the COR directly to the SMT, with a copy to the PMT. The SMT must act on the COR within 10 calendar days of referral from the PMT or from receipt from the requesting party (as applicable), and if it does not act, the Change Order is deemed denied. Any disagreements with regard to a COR will be determined according to the decision procedures in Sections 4.1.4 and 4.2.2, and if unresolved, are subject to review by the Project Neutral per Section 4.2.2(a).

**11.7 Pricing Methods.** The University's PMT member may select the method used for determining adjustments to the Target Cost, Savings Threshold, ICL, which include: (i) mutual acceptance of an estimated price of the change when supported with sufficient substantiating data to determine an estimate of the Chargeable Costs multiplied by the Change Order Profit (if any); or (ii) Work performed on a time and material basis based upon Chargeable Costs multiplied by the Change Order Profit (if any). If the Work is performed on a time and material basis, Architect and/or Contractor will keep and present an itemized accounting for the actual Chargeable Costs. Regardless of the pricing method used, all Risk/Reward Team Members must use the billable rates and equipment rates set forth in **Exhibit 4D** through **Exhibit 4F**, as well as any unit prices (as may be adjusted for market condition per Section 11.2.10) included in establishing the Target Cost.

#### 11.7.1 Risk/Reward Team Members.

(a) **Additive Change Orders.** If the scope of Work is increased as a result of one of the change conditions under Section 11.2 or if the Contract Time is extended per Section 11.3, either the estimated amount for Chargeable Costs to be incurred, or the actual Chargeable Costs incurred (if Work is performed on a time and material basis) by Risk/Reward Team Members will be multiplied by the applicable Change Order Profit(s) set forth in **Exhibit 4C** for the Risk/Reward Team Members performing the added Work. The cumulative amount of profit, calculated by multiplying the Chargeable Costs times the applicable Change Order Profit(s), will be added to the ICL amount. The ICL may be distributed to the Risk/Reward Team Members as part of an interim ICL distributions per Section 8.3 based on their respective ICL Share set forth in the most current approved ICL Share and Distribution Spreadsheet regardless of which Risk/Reward Team Members actually performed the Work, and there will be no adjustment to the ICL Share as a result of the Change Order unless directed by the SMT per Section 11.7.2. To the extent that the change includes an extension of Contract Time per Section 11.3, Contractor and Risk/Reward Trade Partners will also be entitled to an adjustment to their respective amounts for overhead at the percentages included in **Exhibit 4E**. Architect's and Risk/Reward Design Partners' overhead is included in their respective billable rates. Adjustments to overhead, if any, will be included in the calculation before ICL is determined. The Target Cost, Savings Threshold, ICL, and/or Contract Time (if applicable) will be increased accordingly.

(b) **Deductive Change Orders.** If the scope of the Work is reduced, as a result of one of the change conditions under Section 11.2, the Target Cost, and Savings





Threshold will be reduced by the agreed estimated reduction in Chargeable Costs multiplied by the applicable Change Order Profit(s). Subject to Section 11.7.2, the ICL amount will be reduced by the cumulative reduction of ICL (profit) calculated by multiplying the reduction in Chargeable Costs times the applicable Change Order Profit(s) set forth in the most current, approved ICL Share and Distribution Spreadsheet. Contractor's and Risk/Reward Trade Partners' overhead amounts will not be adjusted unless the reduction in scope also impacts the Contract Time. There will be no adjustment to the ICL Share as a result of a deductive Change Order unless directed by the SMT per Section 11.7.2.

(c) The Change Order Profit for Risk/Reward Team Members is the same percentage that was used by each Risk/Reward Team Member in calculating its initial profit placed at risk based on the Chargeable Costs included in the Target Cost. Each Risk/Reward Team Member's Change Order Profit is set forth in the most current, approved ICL Share and Distribution Spreadsheet. Contractor and Risk/Reward Trade Partners' overhead is set forth in **Exhibit 4E** and is subject to Section 11.3. Architect's and Risk/Reward Design Partners' overhead is included in their respective billable rates per Section 7.2.1(b).

11.7.2 Limitation on Changes to ICL and ICL Shares. A Change Order does not necessarily result in an adjustment to the ICL as certain conditions are profit neutral. The ICL will not be adjusted for Post Permit Changes (11.2.4), a Force Majeure event (11.2.5), Adverse Weather (11.2.6), Governmental Authority Caused Delay (11.2.7), Unusual Escalation (11.2.10), Actual Net Recovery From Insurance or Surety (11.2.13), recovered funds from Risk/Reward Team Member for an Allowed Claim (11.2.14), or for transfers made from one line item to another within the Target Cost (11.2.15). Under these circumstances only the Target Cost and Shared Savings will be adjusted based on the sum of the Chargeable Costs. Increases or decreases in Chargeable Costs for all other Change Order conditions set forth in Section 11.2, will be subject to an increase or decrease in the ICL. In all circumstances except for an increase to the ICL for Added Value Incentive Items per Section 11.4, the ICL adjustment cannot exceed the product of (i) the Change Order Profit applicable to the Risk/Reward Team Member whose portion of the Work has increased or decreased and (ii) the approved increase or decrease to the Chargeable Cost for the Risk/Reward Team Member. Unless the SMT determines that there would be an inequity to a Risk/Reward Team Member due to the amount of Work included in the Change Order, the ICL will be distributed to the Risk/Reward Team Members based on their respective ICL Share set forth in the most current, approved ICL Share and Distribution Spreadsheet regardless of which Risk/Reward Team Members actually performed the Work as there will not be a redistribution of each Risk/Reward Team Members' ICL Share based on an increase to the ICL for an Added Value Incentive Item, or an increase or decrease of the Work performed or scope decreases through the Change Order.

11.7.3 Overhead and Profit for Standard Subcontracts. Unless otherwise agreed to by the University, overhead and profit for Standard Subcontractors cannot exceed 15% of their respective Chargeable Costs. Standard Subcontract change orders require PMT approval even if within the Target Cost (cost neutral) per Section 11.2.15. If a Standard Subcontract change order impacts the Estimated Final Cost or schedule, then the SMT must approve the subcontract change order before it is issued.

11.7.4 Overhead and Profit Multiplier for Standard Consultants. Unless otherwise agreed to by the University, the profit multiplier for Standard Consultants cannot



exceed 20% of their respective Chargeable Costs. Standard Consultant change orders require PMT approval if within the Target Cost (cost neutral) per Section 11.2.15. If a Standard Consultants change order impacts the Estimated Final Cost or schedule, then the SMT must approve the consultant change order before it is issued.

**11.8 University Directive and SMT Bulletins.** When University issues a University Directive, or if the SMT issues an SMT Bulletin per Section 4.2.2, Risk/Reward Team Members must track their Chargeable Costs incurred in complying with the University Directive or SMT Bulletin on a time and material basis, and submit a COR per Section 11.6 substantiating the Chargeable Costs incurred.

## 12. LIABILITY ALLOCATION

**12.1 Waiver of Liability.** The Parties waive and release all claims and liability between and among each other and against other Risk/Reward Team Members related to the performance of this Agreement except for the Allowed Claims listed in Section 12.2. Nothing in this Section will be construed to waive or release any claims of University or Risk/Reward Team Members against Standard Subcontractors or Standard Consultants, nor does this Section waive or release claims of University, Architect, or Contractor against Separate Contractors or Separate Consultants.

**12.2 Allowed Claims.** "Allowed Claims" are limited to the following circumstances:

12.2.1 Warranty Claims. Claims against the Contractor, subcontractors, or suppliers for any breach of warranty obligations under Article 14.

12.2.2 Project Performance. Claims for loss or damage first occurring after Final Completion of the Project for: (i) bodily injury or property damage caused, including loss of use, by the failure of the Construction Work to be executed in conformance with the Implementation Documents or caused by negligent acts, errors or omissions in the design of the Project or its component systems; and (ii) the repair, modification, or replacement of Construction Work arising from negligent Design Services and failure of the Work to meet the functional and performance requirements of the Implementation Documents, subject to the standard of care set forth in Sections 3.8.2 or 3.9.2, as applicable.

12.2.3 Third-Party Claims. Claims against the University or Risk/Reward Team Member for contribution or indemnification from claims of third parties to the extent arising from any negligent acts or omissions of the Parties or their respective Separate Consultants, Separate Contractors, subcontractors, suppliers, and consultants resulting from the performance of the Work.

12.2.4 Unresolved Change Orders. Disputed Change Orders that are not resolved under Article 11 or through the Project Neutral per Section 4.2.2(a).

12.2.5 Non-Payment. Claims arising from University's failure to pay undisputed amounts due under this Agreement or claims about amounts withheld by University pursuant to Section 9.4.



12.2.6 Over-Payment. Claims for amounts overpaid by University, as determined by audit under Section 9.12 and the claw-back provision set forth in Section 8.2.5.

12.2.7 Termination or Suspension. Claims for amounts due following termination or suspension to the extent permitted by Article 16.

12.2.8 Indemnity. Claims to enforce defense and indemnification obligations in Sections 12.5, 12.7, or elsewhere in the Agreement (inclusive of **Exhibit 2**).

12.2.9 Insurance. Claims for failure to procure the insurance required under **Exhibit 6**.

12.2.10 Intellectual Property. Claims to enforce intellectual property rights under this Agreement.

12.2.11 Dispute Resolution. Claims to enforce the dispute resolution provisions set forth in Article 15.

12.2.12 Specific Performance. Actions for specific performance of this Agreement.

12.2.13 Willful Default. Actions arising from Willful Default of a Risk/Reward Team Member. If more than one party has sustained a loss as a result of the Willful Default of another party, the parties that sustained the loss may agree to jointly pursue recovery of damages.

**12.3 Waiver of Consequential Damages.** University and Risk/Reward Team Members mutually release each other from Consequential Damages arising from breach of contract, tort, or other legal or equitable theory, subject to the exceptions in this Section 12.3. This waiver is void against the University or a Risk/Reward Team Member to the extent that the claim for Consequential Damages against that party arises from third party claims for property damage or personal injury, criminal conduct, or Willful Default. Notwithstanding the above, nothing contained in this waiver of Consequential Damages is intended to preclude or waive the University or a Risk/Reward Team Member's right from seeking or collecting available insurance proceeds from required Project insurance per **Exhibit 6** for Consequential Damages or the University seeking recovery through use of the ICL for Consequential Damages.

**12.4 Insurance.** The Project insurance requirements are set forth in **Exhibit 6**. The University is providing a commercial general liability wrap policy with excess coverage (including completed operations), a modified contractor protective professional indemnification policy (errors and omissions coverage), a contractor's pollution liability policy, and builder's risk coverage. (See **Exhibit 6A**.) Contractor's and its subcontractors' and Architect's and its consultants' additional coverage requirements are set forth in **Exhibit 6B** and **Exhibit 6C**. The commercial general liability wrap policy processes, procedures, required information, and forms will be described in the CGL wrap insurance manual and it is anticipated that Contractor, Architect, and their respective subcontractors and consultants will enroll in this program. Actual coverage required under **Exhibit 6** will be determined by the policy or policies, themselves, and the policy or policies supersede any representation in this Section 12.4, **Exhibit 6**, and the



insurance manual (as applicable). The availability of insurance does not limit the indemnification responsibility of any Party, nor limit any other remedy available to a Party. Proof of enrollment by Contractor, Architect, and their respective subcontractors and consultants in the CGL wrap program and their respective additional insurance will be submitted to the PMT before commencement of the Work.

## **12.5 Defense and Indemnification.**

### 12.5.1 Contractor's Defense and Indemnification.

(a) General. The Contractor will (and Contractor will require its subcontractors and suppliers to) defend, indemnify, and hold the University, its Board of Regents, and Risk/Reward Team Members harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable legal, expert witness, and consulting fees and costs) alleged by any third parties (including any of their respective employees), arising out of, or resulting from, bodily injury (including sickness, disease, or death) or damage to tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, its subcontractors, and suppliers or anyone directly or indirectly employed by any of them for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused, in part, by the University, its Board of Regents, or another Risk/Reward Team Member. Nothing contained herein requires Contractor to defend or indemnify another party or indemnitee for their respective negligent acts, errors, or omissions. The defense and indemnification obligations will not be limited in any way by the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor will be entitled to reimbursement for any defense costs paid above its respective percentage of liability arising from the underlying claim. .

(b) Environmental. To the fullest extent permitted by law, the Contractor will (and will cause its subcontractors and suppliers to) defend, indemnify, and hold the University and other Risk/Reward Team Members harmless from any claims or liability, including future exposure claims made by third parties, that allegedly arise out of, or result from: (i) the negligent mishandling of any pre-existing Hazardous Materials discovered at the Project site during performance of the Construction Work; (ii) the negligent mishandling of any specified Hazardous Materials; or (iii) generating, releasing, disposing, discharging, negligently storing, or introducing unspecified Hazardous Materials at the Project site during performance of the Construction Work but only to the extent that such claims or liability were caused by the negligent acts, omissions, or willful misconduct of Contractor or its subcontractors and suppliers, or anyone directly or indirectly employed by any of them for whose acts Contractor may be liable.

### 12.5.2 Architect's Defense and Indemnification.

(a) General. The Architect will (and Architect will cause its consultants to) defend, indemnify, and hold the University, its Board of Regents, and Risk/Reward Team Members harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable legal, expert witness, and consulting fees and costs) alleged by any third parties (including any of their respective employees) arising out of, or



resulting from, bodily injury (including sickness, disease, or death) or damage to tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Architect or its consultants, or anyone directly or indirectly employed by any of them for whose acts Architect may be liable, regardless of whether or not such claim, damage, loss or expense is caused, in part, by the University, its Board of Regents, or another Risk/Reward Team Member. Nothing contained herein requires Architect to defend or indemnify another party or indemnitee for their respective negligent acts, errors, or omissions. The defense and indemnification obligations will not be limited in any way by the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. Architect will be entitled to reimbursement for any defense costs paid above its respective percentage of liability arising from the underlying claim.

(b) Environmental. To the fullest extent permitted by law, the Architect will (and will cause its respective consultants to) defend, indemnify and hold the University and other Risk/Reward Team Members harmless from any claims or liability, including future exposure claims made by third parties, that allegedly arise out of, or result from Hazardous Materials negligently specified by the Architect, or any of its consultants if a non-hazardous alternative material meeting the Project requirements was available at the time of specifying but only to the extent that such claims or liability were caused by the negligent acts, omissions, or willful misconduct of the Architect, its consultants, or anyone directly or indirectly employed by any of them for whose acts Architect may be liable.

12.5.3 Patent and Copyright. Architect and Contractor each represent and warrant that designs, processes, methods or materials used for the Project do not and will not violate any patents, copyrights, or trademarks. Architect and Contractor, but only for its own breach of the prior sentence, will defend and indemnify University from and against claims, damages, losses, royalties and expenses, including, without limitation, attorneys' fees attributable to patent, copyright, or trademark violations.

12.5.4 Non-Payment to Consultants and Subcontractors. If Architect or Contractor fail to make timely payments to their respective consultants, subcontractors, and suppliers as required, the University may, upon 5 business days' written notice, settle, or take other actions necessary to protect Project funding, and Architect or Contractor, as applicable, will upon written demand reimburse University for any substantiated amounts that were necessary to satisfy, discharge, or defend against any such claims. Architect and Contractor will each indemnify and hold the University harmless from any claims filed by their respective consultants, subcontractors, or suppliers for non-payment, provided University has made payment for the portion of the Work that is subject to the claim. Nothing contained in this Section will be construed to require the Architect and Contractor to provide release bonds if non-payment claims are due to University's non-payment of undisputed amounts due under this Agreement.

12.5.5 Saving Clause. Nothing contained in Section 12.5 will be construed to impose any obligation in conflict with current Nebraska state law. In the event of a conflict, the defense and indemnification provisions will be modified to allow defense and indemnification to the fullest extent as permitted by Nebraska law.



**12.6 Payment and Performance Bond.** Contractor will execute and furnish to the University a payment and performance bond set forth in **Exhibit 7C** for one hundred percent (100%) of the cost of the Construction Work (minus the cost of Preconstruction Services) before commencement of construction. The bonds will be in accordance with the forms prepared by legal counsel and approved by the SMT. The performance bond must be maintained throughout the warranty period. The surety providing the payment and performance bonds set forth in **Exhibit 7C** must be an admitted surety insurer, authorized to do business in the state of Nebraska, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the Treasury Department Circular Number 570. The cost of the bonds is a Chargeable Cost and will be included in the Target Cost. All changes, additions, or omissions in the construction portions of the Work ordered through a Change Order under Article 11 are part of the Construction Work and will be performed and furnished in strict accordance with all of the terms and provisions of the executed Change Order and other Contract Documents. Contractor will keep its surety informed of all modifications to this Agreement. The obligations of Contractor's surety are not to be reduced, waived, or adversely affected by the issuance of Change Orders even if Contractor fails to inform the surety of the Change Order(s), and University will not be required to obtain consent of the surety on behalf of Contractor. Contractor is responsible for substitution of acceptable payment and performance bonds, set forth in **Exhibit 7C** if Contractor's surety is declared bankrupt, or loses its right to do business in Nebraska, or is removed from the list of surety companies accepted on Federal bonds. The premiums on such bond are a Chargeable Cost.

12.6.1 Payment of Subcontractors. Without limiting the responsibilities of Contractor and its surety under the terms of this Agreement, Contractor and its surety agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the Construction Work including Change Orders, and will indemnify and save harmless the University from and against all liability loss, damage and expense, including interest, costs, attorneys' fees, and expert witness fees, which the University may sustain by reason of Contractor's or its surety's failure to do so.

**12.7 Site Safety.** Contractor is solely responsible for training, initiating, maintaining, and supervising safety precautions and programs in connection with performance of the Construction Work and according to all Applicable Laws governing safety on construction sites and the provisions of Article 17 of (**Exhibit 2**). The Contractor will defend, indemnify, and hold the University and Architect harmless from and against all demands, causes of action, and other claims for damage, loss, and expense, including but not limited to attorneys' fees, resulting from bodily injury, sickness, disease, death, injury, or tangible property damage (including loss of use) to the extent caused by its failure to properly train, initiate, maintain, or supervise safety precautions and programs in connection with Contractor's performance of the Construction Work.

**12.8 Joint Defense of Third-Party Claims.** Because the Parties have a similar interest in the outcome of the Project, the Parties will endeavor to resolve any third-party claims (including subcontractor, supplier, and consultant claims) under a joint defense agreement establishing the procedures and rights of the Parties. To the greatest extent possible, the Parties will jointly address, investigate, manage, defend, settle, or otherwise resolve all third-



party claims arising from or related to the Project or the Contract Documents, subject to applicable legal and ethical considerations, including the need for independent legal counsel. Subject to SMT approval, and provided that all ICL has not been exhausted, a Party defending a claim on behalf of the Project may submit its reasonable expenses of defense as a Chargeable Cost.

12.8.1 Choice of Counsel. Notwithstanding the Section 12.8 and the defense requirements set forth in Section 12.5, while University, Architect and/or the Contractor (as applicable) will fulfill their respective duties to defend the other Parties as required under Section 12.5 and other Risk/Reward Team Members, the University and Risk/Reward Team Members reserve their rights to elect to retain their own counsel, at their own expense, and the attorneys' fees and costs will be reimbursed by University, Architect, or the Contractor (as applicable) to the extent of their respective liability.

### 13. OWNERSHIP OF DOCUMENTS

**13.1 Design Materials.** The Parties understand and acknowledge that the Design Materials are being developed and furnished for use solely with respect to the Project. As such, provided that the University has complied with the compensation and payment provisions set forth in Articles 8 and 9, the University will own and have all rights, title, and interests under Applicable Law in the Design Materials, and the Design Materials will reflect the University's copyright. The Architect, Contractor, and their respective consultants and subcontractors will not own or claim a copyright in the design or Design Materials prepared for the Project, and may not use such documents on other projects outside the scope of Work without the written consent of the University. The University will have the unrestricted right to use the Design Materials in connection with design and construction of this Project, to maintain or alter, or renovate this Project, or any other use whatsoever relating solely to this Project.

**13.2 Exception.** Nothing contained in Section 13.1 limits the rights, title and interest of the Architect, Contractor, and their respective consultants and subcontractors to continue to use their respective pre-existing intellectual property such as general design details or building information protocols that each of them uses or has used on multiple projects, or new standard design details or protocols that were developed under this Agreement. However, if such pre-existing intellectual property is incorporated into the Design Materials, Contract Documents, or the Work or is otherwise provided to the University in connection with this Project and the pre-existing intellectual property is owned by Architect, Contractor, and their respective consultants and subcontractors, then the author of the pre-existing intellectual property grants, to the University and its successors and assigns a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up worldwide license to (and to permit others to) fully use such pre-existing intellectual property solely in connection with the Project and its future operation, maintenance, addition, remodeling or renovation of the Project, subject to the terms and conditions of this 13.

**13.3 Building Information Model.** The Record Model and subsidiary Models used for design and construction of the Project are the property of the University, and the Architect, Contractor, and their respective consultants and subcontractors agree to provide the University, as a deliverable before Final Completion, the Record Model and any other building information model files that the PMT deems necessary. Despite the above, design elements that were created by any Project Participant, before execution of this Agreement, as extensions to



commercially available BIM software will remain the property of the respective party that created the extension, regardless of whether it was used in a Model for Work performed under this Agreement, and the University will hold a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up worldwide license to those design elements for purposes of designing, constructing, operating and maintaining the Project for which the Model was created.

**13.4 Licensing.** Architect and Contractor, and their respective consultants and subcontractors are each granted a limited, non-exclusive, royalty-free license to use and reproduce applicable portions of the Implementation Documents and other Design Materials solely for use in the performance of the Work.

**13.5 Copies.** All copies made under the license will bear the statutory copyright notice, if any, shown on the Implementation Documents and any other Design Materials prepared by the Architect, Contractor, or their respective design consultants and Design-Build Trades. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project will not be construed as publication in derogation of the University's copyright or other reserved rights and interests.

## 14. WARRANTY

**14.1 Warranty and Correction of Work.** Contractor warrants that all Construction Work will be of good quality, free from defects, and conforming to the Implementation Documents and Applicable Law. For a period of 1 year commencing from Final Completion of the Project, and for longer periods specified in the Implementation Documents for certain equipment manufacturers or suppliers, Contractor will repair or replace at its expense any and all deficient or defective Construction Work together with any other work that is damaged by the defective Construction Work or that is damaged during repair or replacement. If correction of the Construction Work occurs before Final Completion of the Project, costs associated with the repair are a Chargeable Cost to the extent provided in Section 7.7.2. If University's operations or use are impaired by the nonconforming Construction Work or its correction, the Contractor and its subcontractors will use off-hours labor and timesaving procedures as University may request. Contractor's warranty excludes improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. Contractor will procure all subcontractors' and manufacturers' express warranties required under the Implementation Documents on the University's behalf and will transmit the warranties to University before Final Completion and Project close-out. For those warranties that have a duration in excess of the 1 year warranty for correction of the Construction Work, Contractor will assign those warranties to the University and assist the University with enforcement. Establishment of the 1 year express warranty period for correction of Construction Work relates only to the Contractor's specific obligation to correct defective or non-conforming Construction Work, and has no relationship to statute of repose periods for legal claims arising from the Contract Documents.

## 15. DISPUTE RESOLUTION

**15.1 Scope.** Disputes among the Parties, and other Project Participants arising from or in connection with the Contract Documents that are not resolved by the PMT, SMT, or by the Project Neutral per Section 4.2.2(a) will be resolved as provided in this Article 15. The responsibility to substantiate a claim rests on the Project Participant making the claim. The





University's and Risk/Reward Team Members' liability, indemnification, and defense obligations are subject to the provisions set forth in Article 12.

**15.2 Continued Performance.** At all times during the pendency of a dispute or a dispute resolution proceeding, Work will continue provided the University is continuing to make payments for undisputed amounts per Article 9.

**15.3 Notice.** A Party may initiate the dispute resolution procedures stated in this Section by providing all SMT members with written notice of a dispute which specifies, in reasonable detail, the basis of the dispute and the remedy sought. Notice of a dispute must be given within 10 days following the occurrence of the event or condition or circumstance giving rise to the dispute. If the notice of dispute is not provided within 90 days of discovery of the occurrence of the event or condition or circumstance giving rise to the dispute the claim is waived. Under no circumstances will a claim be made if it is barred by applicable statutes of limitation or repose.

**15.4 Senior Management Team Meeting .** Upon notice of a dispute, the SMT will meet with the PMT and attempt in good faith to resolve the dispute. The SMT will then review the claim in detail and meet face-to-face with the parties to the dispute to discuss and resolve the matter in a SMT meeting. The SMT meeting will occur no later than 15 days after receipt of the notice of dispute, unless the parties to the dispute agree upon a longer period of time. The SMT meeting will be for the express purposes of: (i) exchanging and reviewing all pertinent non-privileged documents and information relating to the matters and issues in dispute; (ii) freely and candidly discussing each party's position; and (iii) reaching agreement upon a reasonable, compromise resolution of the dispute. If a negotiated settlement is reached, the terms of the settlement will be recorded in a written Amendment or Change Order signed by the parties to the dispute. If the matter is not resolved at the SMT level and involves a disputed COR, the matter will be sent to the Project Neutral per Section 4.2.2(a). All unresolved disputes are subject to Sections 15.5 and 15.6.

**15.5 Mediation.** If the dispute is not resolved by the conclusion of the SMT meeting, any party to the dispute may send a written request to the SMT for mediation of the dispute. The Parties will jointly select a mediator acceptable to all SMT members and who is a design or construction attorney with at least 20 years of experience in resolving disputes for complex construction projects, and who has experience with integrated project delivery. The Parties may determine that it is in the best interest of the Project to defer mediation until after Final Completion so that all outstanding claims may be heard in a single mediation. Each party to the dispute will give the mediator a written statement regarding the asserted claims, and the mediator may inspect the Project site, Project Objective, Implementation Documents, and other information reasonably required to understand the factual and legal basis of the dispute. If the matter involves disputed CORs, the Project Neutral's opinion will be shared with the mediator. The mediator will schedule a mediation session within 100 days of the SMT's agreement to mediate unless the mediator's schedule dictates otherwise, or the Parties agree to a longer time frame. Representatives from each party who have authority to resolve the dispute, together with any other party who has an interest in the dispute, will attend the mediation. The parties involved in the dispute will bear the cost of mediation equally. The mediation proceedings as well as all mediation discussions, statements, and other documents prepared for the purpose of mediation are inadmissible in court. The mediation process must be completed within 90 days



of the SMT's agreement to mediate, unless all parties involved in the dispute agree to extend the mediation period. If, as a result of the mediation, a negotiated settlement is reached, the parties will enter into a written settlement agreement that will be enforceable in a court of competent jurisdiction.

**15.6 Litigation.** All disputes that are not resolved either through the informal process under Section 15.4 or by mediation under Section 15.5 are subject to litigation in the state courts of Nebraska, with venue set according to Nebraska law. As a condition precedent to filing any civil action, the relevant parties must first attempt to mediate the dispute in good faith under Section 15.5 unless by doing so the claimant will be barred from pursuing its claims under Applicable Law due to application of a statute of limitations, statute of repose or the doctrine of laches. In that event, claimant may file an action to preserve its rights under the law but must agree to stay the action pending a good faith attempt to mediate the dispute in accordance with Section 15.5. **THE PARTIES AGREE TO WAIVE RIGHTS TO A JURY TRIAL IN ANY LITIGATION PROCEEDING.**

**15.7 Joinder.** The Parties acknowledge that the Project is being constructed under a collaborative project delivery method where currently Architect and Contractor are under direct contract with the University under this Agreement. The Parties consent to the joinder of other necessary Project Participants in any dispute resolution procedure, if claims for or against a party arise from the same, substantially the same, or interrelated facts, issues, or incidents relating to the Project, or where separate dispute resolution processes create a risk of inconsistent awards or results. Architect's or Contractor's failure to pass the dispute resolution process set forth in this Article 15 through written agreement their respective consultants and subcontractors constitutes a failure to properly procure other Project Participants under Article 5.

## **16. DEFAULT, SUSPENSION AND TERMINATION**

**16.1 Suspension.** University may, without cause, order the PMT to suspend, delay, or interrupt the Project for as long as the University may determine. If the Project is suspended and the suspension results in an increase in the Chargeable Costs for the Work, then the Architect and/or Contractor and their respective consultants, subcontractors, and suppliers may request a Change Order per Section 11.2, and will be compensated for all undisputed Chargeable Costs as a result of the suspension. No adjustment will be made to the extent that performance was suspended, delayed, or interrupted by negligent or wrongful acts or omissions of the Architect, Contractor, or their respective consultants, subcontractors, or suppliers, or any entity or persons working directly for any of them for which they are responsible.

**16.2 Termination for Convenience.** University may terminate this Agreement for convenience upon 10 days prior written notice. The notice will state the extent and effective date of the termination, and, on the effective date, the terminated Party will: (i) to the extent directed, stop Work; (ii) terminate or assign all subcontracts, purchase orders, and consulting agreements to University unless otherwise directed; and (iii) take other actions as may be necessary or requested by University to protect and preserve the Work and deliver all Design Materials to the University, as well as any other property in the terminated Party's possession in which University has or may acquire an interest.



16.2.1 Payment After Target Cost is Approved but Before Construction Stage Commences. Upon termination, University will pay the terminated Party for all unpaid Chargeable Costs incurred as of the effective date of termination plus the ICL that the party is projected to have earned based on the Chargeable Costs incurred at that time of termination and the most current, approved Milestone Estimate subject to the terms and conditions of Section 8.3. The Parties expressly waive claims against each other for anticipated lost ICL for Work not yet performed, loss of business reputation, unabsorbed overhead, or loss of productivity. All payments under this Section are subject to the payment provisions in Article 9, and any dispute over the amount to be paid upon termination will be resolved under the dispute resolution procedures in Article 15.

16.2.2 Payment After Construction Stage Commences. Upon termination, the University will pay the terminated Party all Chargeable Costs incurred as of the effective date of termination (including reasonable expenses related to demobilization, protection of the Construction Work, and securing the Project site) plus the ICL that the Party is projected to have earned based on the Chargeable Costs incurred at the time of termination and the most current, approved Milestone Estimate subject to the terms and conditions of Section 8.3. The Parties expressly waive claims against each other for anticipated lost ICL for Work not yet performed, loss of business reputation, unabsorbed overhead, or loss of productivity. If the Project is 85% or more complete as of the effective date of termination, the ICL may be adjusted for Shared Savings per Section 8.4 based on a comparison of the projected Final Actual Cost at the time of termination and the Target Cost and Savings Threshold. All payments under this Section are subject to the payment provisions in Article 9, and any dispute over the amount to be paid upon termination will be resolved under the dispute resolution procedures in Article 15.

16.2.3 Ownership of Design Materials. Termination for convenience does not affect the rights of the Parties under Article 13. However, if the Project is terminated for convenience before issuance of the Implementation Documents and the University uses Design Materials prepared by the terminated Party for continuation of the Project following the termination, University will release, indemnify, defend, and hold harmless the terminated Party from any liability arising from University's further use of the Design Materials.

**16.3 University Termination for Cause.** University may terminate this Agreement for cause upon 20 days prior written notice if any of the following conditions occur: (i) Architect's or Contractor's failure to comply with the University Directive or any other part of Sections 17.11, through 17.15; (ii) refusal by Architect or Contractor to rectify Work that is not in accordance with the Contract Documents; (iii) repeated failure of the Architect or Contractor to meaningfully collaborate with the PMT or SMT for the benefit of the Project; (iv) failure of the Architect or Contractor to properly pay their consultants, subcontractors, and suppliers; (v) bankruptcy or insolvency of the Architect or Contractor; or (vi) acts of Willful Default. The effective date of termination will be 20 days from the date of the notice, unless the defaulting Party has commenced curing the default to the reasonable satisfaction of the University, in which case the Party will not be terminated unless it fails to diligently pursue the cure to completion.

16.3.1 University Remedies. If University terminates a Party for cause, the terminated Party will lose its portion of the ICL and will not be entitled to any further payments until after Final Completion of the Project. Any ICL previously distributed to a terminated Party is subject to the claw-back provisions in Section 8.2.5. In addition, University may, without



prejudice to any other rights or remedies, and after giving the terminated Party (and its surety, subject to the rights under the bonds) prior written notice: (i) take possession of the site and of all materials and equipment procured for the Project, and temporary possession of Contractor's equipment that is being rented to University per **Exhibit 4F** (provided University continues to make payments to Contractor for use of Contractor's equipment); (ii) take assignment of any consulting agreements, subcontracts, purchase orders, and equipment rental agreements; (iii) finish the Work by whatever reasonable method the University, in collaboration with the remaining SMT members, may deem expedient; and (iv) pursue any claim against the defaulted Party to the extent allowed under Article 12. The Parties expressly waive claims against each other for anticipated lost ICL, loss of business reputation, unabsorbed overhead, or loss of productivity. All payments made under this Section are subject to the payment provisions in Article 9, and any dispute over the amount to be paid upon termination will be resolved under the dispute resolution procedures in Article 15.

**16.3.2 Ownership of Design Materials.** Termination for cause does not affect the rights of the Parties under Article 13. However, if the Project is terminated for cause before issuance of the Implementation Documents and the University uses Design Materials prepared by the terminated Party for continuation of the Project following the termination, the University will release, indemnify, defend, and hold harmless the terminated Party from any liability arising from University's further use of the Design Materials.

**16.3.3 Conversion to Termination for Convenience.** If a court of competent jurisdiction deems that termination of a Party was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 16.2. Payment will include 3 percent simple interest per annum, on the difference between the amount that was paid at the termination and the amount that should have been paid for a termination for convenience. Interest will accrue from the effective date of termination.

**16.4 Architect or Contractor Termination for Cause.** Architect or Contractor may terminate this Agreement for cause upon 30 days' prior written notice if any of the following occur: (i) University fails to pay undisputed amounts due pursuant to Article 9 of this Agreement; or (iii) University is in Willful Default. The effective date of termination will be 30 days from the date of the notice, unless the University has commenced curing, in which case the University may not be terminated for cause. Upon termination, University will pay Architect and Contractor in accordance with the payment provisions set forth in Section 16.2. All payments under this Section are subject to the payment provisions in Article 9, and any dispute over the amount to be paid upon termination will be resolved under the dispute resolution procedures in Article 15.

## **17. MISCELLANEOUS PROVISIONS**

**17.1 Notice.** Any notice required to be given by Articles 15 and 16 will be in writing and deemed effective upon: (i) the date of personal delivery; (ii) 3 business days after being sent via registered or certified mail with a return receipt requested; (iii) 1 business day after being sent by overnight commercial courier providing next-business-day delivery; or (iv) the date sent by email before 5:00 p.m. local time on a business day and provided notice is also sent via certified mail or overnight. All other notices required under this Agreement will be sent by email only. Delivery by email is not deemed effective if the sender receives an automated reply indicating that the email was not delivered to the intended recipient or that the intended recipient



was out of the office. If notices are to be provided to the PMT or the SMT, the notice will be addressed to each PMT or SMT member identified in the Business Terms Sheet at the Parties place of business set forth on page 1 of this Agreement or sent via email (as applicable).

**17.2 Governing Law.** This Agreement will be governed and construed under the laws of the State of Nebraska without giving effect to any choice of law or rule of conflict that would cause the application of the laws of any other jurisdiction. Each Party agrees that the exclusive venue for any action will be in the applicable court in the county where the Project is situated.

**17.3 Interpretation and Severability.** The terms and conditions of this Agreement have been jointly drafted by the Parties and the terms and conditions will be interpreted according to their plain meaning, and not strictly for or against any Party. Any rule of construction or interpretation to the contrary will be of no force or effect with respect to this Agreement. If a court of competent jurisdiction finds any term or provision of this Agreement to be void or unenforceable for any reason, the term or provision will be deemed severed, and the remainder of the Agreement will remain in full force and effect according to its terms and provisions, to the maximum extent permitted by law.

**17.4 Confidentiality.** The Parties may be disclosing information concerning their methods of accounting, pricing of products and services, and other Confidential Information. Each Party agrees that it will keep such information confidential and will only provide it to other persons or entities as reasonably necessary for the audit, design, or construction of the Project. If a Party makes a written demand for return of Confidential Information, the other Parties will make reasonable attempts to destroy any copies of the Confidential Information in their possession.

**17.5 Time is of the Essence.** Time is of the essence with respect to each and every provision of the Contract Documents.

**17.6 Compliance with the Law.** Architect and Contractor, and their respective employees will comply (and cause their respective consultants, subcontractors, and their respective employees to comply) with Applicable Law, as well as applicable University policies. Legal citations to statutory requirements are included for convenience and an omission of any statutory requirement will not relieve the Parties from compliance with Applicable Law.

**17.7 Assignment.** The Parties respectively bind themselves, and their respective successors, assigns, and legal representatives to the other Parties to this Agreement. The Architect and Contractor may not assign this Agreement without the express written consent of the University, and any unconsented assignment will be void.

**17.8 No Third Party Beneficiaries.** Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of a third-party. The Parties acknowledge and agree that the obligations of the Architect and Contractor are solely for the benefit of the University and not intended in any respect to benefit any third parties.



**17.9 Waiver.** Any Party's action or failure to act will not waive any right or duty it has under the Agreement, and such action or failure to act will not be an approval of or acquiescence in a breach of the Agreement unless specifically agreed to in writing by the Party.

**17.10 Survival.** The following provisions will survive the termination or expiration of this Agreement: (i) Sections 3.8.2, and 3.9.2; (ii) Articles 7 through 17; and (iii) Articles 6, 7, and 9 through 16 of the General Conditions (**Exhibit 2**).

**17.11 Non-Discrimination.** Discrimination based on 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 is strictly prohibited. Architect and Contractor will comply with Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125). Architect and Contractor will exercise control over their respective employees, agents, consultants, subcontractors, and affiliated parties so as to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Architect and Contractor will cooperate with the University following any report of discrimination. In the event University determines that Architect, Contractor or any respective employee, consultant, subcontractor, or other person affiliated with Architect or Contractor has engaged in discrimination, including harassment, or other inappropriate conduct, Architect or Contractor (as applicable) will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of the person from providing a portion of the Work. Architect's or Contractor's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of the responsible Party from this Agreement.

**17.12 Work Status Verification.** Architect and Contractor shall use (and will cause their respective consultants and subcontractors to use) a federal immigration verification system to determine the work eligibility status of new employees physically performing Work within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

**17.13 Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the authorized Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Architect and Contractor each independently certify, to the best of their knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Architect or Contractor cannot so certify, the non-certifying Party will provide a disclosure statement to University which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void with respect to the non-certifying Party, and of no further force or effect and University shall have no further obligations to the non-certifying Party under this Agreement.

**17.14 Patient Privacy.** Any and all patient information is subject to protection under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended. Architect and Contractor each independently acknowledges that their respective employees, consultants, subcontractors, and others acting on their respective behalf may come into contact



with patient protected health information ("PHI") while performing Work on the Project. PHI information includes individually identifiable information (oral, written, or electronic) about a member/patient's physical or mental health, the receipt of health care, or payment for that care, as well as individually identifiable member/patient payment, dues, enrollment, and un-enrollment information. This contact is most likely rare and brief (e.g., walking through a clinic that has patient radiological films on view boxes, overhearing conversations between physicians while touring the hospital, noticing a relative or acquaintance receiving treatment, etc.). It is the intent of the University that this type of information should not be examined closer, copied, distributed, or shared. Architect and Contractor will adopt procedures to ensure that their respective employees, consultants, subcontractors, and others acting on their respective behalf will not further examine, copy, distribute, or share this information. If a Project Participant acting on behalf of Architect or Contractor further examines, copies, distributes, or shares patient information the Party must report these actions immediately to the University within 5 days after the event occurs. Architect or Contractor (as applicable) will take all steps necessary to stop any examination of PHI and will ensure that no further violations of this contractual responsibility will occur. The Architect or Contractor (as applicable) will report to the University within 10 days after giving notice of the event of the steps taken to prevent future occurrences, and provide the University with the necessary assurances at that time. Architect and Contractor will place similar confidentiality restrictions and HIPAA compliance requirements in agreements with their respective consultants and subcontractors.

**17.15 Debarment List.** Architect and Contractor independently represent and warrant that as of the Effective Date of this Agreement, and for the duration of the Project that: (a) Architect or Contractor (as applicable) is not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program, and (b) Architect or Contractor (as applicable) will not employ or directly contract with any individual or entity whom the Party knows or should have known after reasonable inquiry: (i) has been convicted of a criminal offense related to health care, or (ii) is then currently excluded, debarred or otherwise ineligible for participation in any federal or state health care program (unless the individual has been reinstated to participation in Medicare and all other federal and state health care programs after being excluded because of conviction). In furtherance of this requirement, Architect and Contractor agree to independently make reasonable inquiry as to any of their respective existing or prospective employees, consultants, or subcontractors considered for engagement to perform a portion of the Work under the Contract Documents by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report monthly with respect to all prospective and current employees, consultants, and subcontractors. The Party will notify the University immediately in accordance with the notice provisions of the Agreement of any conviction, exclusion, debarment, or ineligibility of one of its respective employees, or a respective employee of a consultant or subcontractor.

**17.16 No Joint Venture.** Notwithstanding the collaborative nature of this Agreement, nothing contained in the Contract Documents will be construed as creating a joint venture by the Parties.

**17.17 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. When proving this Agreement, it will only be necessary to produce or account for the counterpart signed by the Party against whom enforcement is sought.



Electronic copies or photocopies of this Agreement executed by the Signatory may be used for all purposes as originals.

**17.18 Advice of Counsel.** Each Party to this Agreement has sought, or had the opportunity to seek, the advice of legal counsel concerning this Agreement and has been, or has had the opportunity to have been, fully advised of the meaning and effect of this Agreement. Each Party has executed this Agreement after independent investigation without fraud, duress, or undue influence and without reliance on any representation, warranty, promise, or inducement not specifically set forth in this Agreement.

**17.19 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.

**17.20 Entire Agreement.** This Agreement, inclusive of all exhibits, constitutes the entire contract between the Parties and supersedes all prior oral and written negotiations, representations, or agreements by the Parties with respect to the Work performed on the Project.





# **Integrated Project Delivery Agreement Exhibit 1 – Definitions**



1. **"Actual Cost"** includes all Chargeable Costs incurred by the Risk/Reward Team during design and construction of the Work without profit. **"Final Actual Cost"** is the sum of all incurred Chargeable Costs upon Final Completion of the Work.
2. **"Actual Net Recovery From Insurance or Surety"** is the amount of actual funds received from the insurance required by the Agreement less the amount incurred for the deductible or self-insured retention plus the amount to prosecute the Project loss claims under the builder's risk or other applicable insurance coverages. Actual Net Recovery takes into account the University's reimbursement for deductibles and self-insured retentions under Section 7.7.19 (inclusive of subsections), as well as amounts flowing into the Project. Proceeds received under the payment and performance bonds as required per Section 7.7.18 and Section 12.5 will similarly flow back to the Project after taking into account the amount to prosecute any claim under the bonds.
3. **"Auditor"** for the Project is KPMG.
4. **"Adverse Weather"** is high winds, extreme temperatures, unusual precipitation or snow that prevent or substantially impedes the Construction Work from proceeding resulting in a delay in the Contract Time beyond the number of "Adverse Weather" days included in the Business Terms Sheet. Work is substantially impeded if more than half of a planned and otherwise available workday is lost, except to the extent the delay is also caused by any fault, neglect, act, or omission of the Architect, Contractor, or their respective employees, consultants, subcontractors or suppliers.
5. **"Agreement"** is the Integrated Project Delivery Agreement executed by the Parties for this Project and all of the exhibits referenced in the Agreement.
6. **"Allowance" or "Allowances"** is an estimated Chargeable Cost that is included within the Target Cost to cover components and/or systems that are anticipated but cannot reasonably be defined or estimated at the time the Target Cost is set. An Allowance is reconciled when it becomes an Actual Cost, or when the cost for the Allowance item can be reasonably estimated.
7. **"Allowed Claims"** are defined in Section 12.2 of the Agreement.
8. **"Amendment"** is a document executed by the signatories to the Agreement amending the terms and/or conditions of the Agreement.
9. **"Applicable Law" or "Applicable Laws"** includes all local, state and federal laws, rules, regulations, ordinances, building code or other codes, statutes, or regulations or lawful orders of Governmental Authorities that are relevant to proper and safe performance of the Work.
10. **"Architect"** is HDR Architecture Inc. The Architect is the architect of record and responsible for overall design of the Project.
11. **"Board"** is the Board of Regents of the University of Nebraska.



12. **"Building Information Model" ("BIM") or "Model"** is a parametric, computable representation of the Project design developed by the Architect and its respective consultants, and any Design-Build Trades, and will include construction details developed by the Parties and their respective consultants and subcontractors. As used in this Agreement, references to Building Information Model, BIM, or the Model, include the primary design model or models and all linked, related, affiliated or subsidiary models developed for design, estimating, detailing, fabrication, or construction of the Project, or any portion or element of the Project. The portions of the BIM prepared by the Architect and its respective consultants and the Design-Build Trades, and those portions prepared by Contractor or Design-Assist Trades under the responsible control of a licensed design professional, are Implementation Documents. Those portions of the Model prepared by Contractor or its subcontractors to illustrate means and methods for constructing, fabricating, or installing portions of the Construction Work are Submittals, which are not Contract Documents or Implementation Documents.

13. **"Business Terms Sheet"** is the page under that heading prior to Article 1 of the Agreement that sets forth the key business terms among the Parties.

14. **"Change Order"** is a mutually agreed written order between the Parties that modifies the Implementation Documents and/or authorizes adjustment in the Target Cost, Savings Threshold, the ICL and/or Contract Time due to changes in the Work or Project Objective that fit within one of the conditions set forth in Sections 11.2 or 11.3 of the Agreement. A Change Order must be approved by the SMT and signed by the signatories to the Agreement in order to be valid.

15. **"Change Order Profit"** is the same percentage that was used by each Risk/Reward Team Member in calculating its initial profit placed at risk based on the Chargeable Costs included in the Target Cost.

16. **"Change Order Request" or "COR"** is a written request for Change Order, which sets forth the nature of the change, the reason for the change, and provides a detailed estimate of the effect, if any, on the Target Cost, Savings Threshold, Contract Time, or ICL (as applicable). The term Change Order Request includes Standard Consultant and Standard Subcontractor requested revisions and/or subcontract change orders that Architect or Contractor believe are valid.

17. **"Chargeable Costs" or "Chargeable Cost"** include reimbursable costs that fit into one of the cost categories set forth in Article 7 of the Agreement that are incurred by a Risk/Reward Team Member in the performance of the Work (excluding profit). All Chargeable Costs are included in the Target Cost and are used to determine progress billings and the Actual Cost incurred for the Work.

18. **"Co-location Plan"** is a plan developed by the PMT or by a PIT under PMT direction that organizes the logistics, information systems, physical layout, scheduling and work flows for Project Participants to effectively work in the same physical location. The Co-location Plan, where appropriate, may include strategies for combining virtual co-location through use of communication technologies.

19. **"Competitive Bid"** refers to the contract award process for Standard Subcontractors, Standard Consultants, or Contractor's self-performed work (in certain cases) where the contract



is awarded to the responsive and responsible party who offers the best value to the University and Contractor or Architect, considering the best combination of qualifications, quality and price as demonstrated by the party's proposal.

20. **"Confidential Information"** means, with respect to a Party, any and all information and materials disclosed in furtherance of this Agreement, as amended that: (i) is marked or otherwise identified as confidential or proprietary information, or (ii) should, by its nature, or under the circumstances of its disclosure, reasonably be understood to be confidential or proprietary information of the Party. Without limiting the foregoing, Confidential Information includes:

(a) Personal Information of any employee, officer, or director of a party, as well as billing rate audit results, which are disclosed to the University but not to other Risk/Reward Team Members;

(b) University's business, technical, and financial data, including intellectual property

(c) Trade secrets of a party including existing and future products or service offerings, designs, business plans, business opportunities, finances, research, development, know-how, and other business, operational or technical information if the information satisfies the conditions of clause (i) or clause (ii), above.

21. **"Consequential Damages"** are indirect losses, including loss of anticipated profits, loss of business opportunities, loss of bonding capacity, unabsorbed or increased overhead, increased financing costs, increased insurance or bonding costs, inability to obtain insurance or bonding, loss of current or prospective projects, loss of markets, loss of use, non-operation or increased expense of operation, or other consequential loss or damage arising from performance of the Work.

22. **"Construction Stage"** is the fourth stage of the Project commencing on the effective date of the notice to proceed to construction and ending at Final Completion of the Project. The Construction Stage includes testing and start-up but it does not include commissioning.

23. **"Construction Work"** includes all labor, materials, equipment, appurtenances and services necessary for proper construction of the Project in accordance with the Contract Documents.

24. **"Contingency"** an amount carried as a separate line item within the Target Cost and Savings Threshold to cover Risk/Reward Team Members' costs for issues that arise during design and construction of the Project such as revisions to design layout due to errors or omissions, coverage for scope gaps during procurement, unanticipated field conditions that do not constitute an Unforeseen and Differing Site Condition, or re-sequencing of the Work and/or acceleration of the Project schedule for improvement in the overall Project outcome, or any other situation that the PMT deems appropriate. The University has a separate contingency that lives outside of the Target Cost for soft costs and other expenses related to the Project but that are not part of the Work.

25. **"Contract Documents"** include the Agreement (inclusive of all exhibits), the Building Information Model, the Implementation Documents, and all other documents issued by the



Architect and its respective consultants, and Design-Build Trades for construction of this Project, any PMT Bulletins, SMT Bulletins and/or University Directives, and any subsequent Amendments or Change Orders. The Contract Documents include Submittals prepared by Design-Build Trades and those Submittals incorporated into the Model. The documents included in the Contract Documents are complementary and what is required by one is required by all. If there are conflicting requirements within or between the various Contract Documents, the PMT will determine which requirements will better achieve the Project Objective.

26. **"Contractor"** is Kiewit Building Group Inc. The Contractor is the licensed general contractor who is responsible for performance of the Construction Work.

27. **"Contract Time"** is established at the end of the Validation Stage and is the projected number of calendar days for completion of the design and construction of the Project through Substantial Completion, subject to adjustment through executed Change Order for Permitted Delay.

28. **"Design-Assist Trades"** are subcontractors procured through Contractor whose services include participation in the design effort but that are not Design-Build Trades. That participation includes provision of comments and recommendations on design elements and materials, cost analysis to inform design decisions, constructability reviews, trade coordination, and, where appropriate, execution of drafting efforts.

29. **"Design-Build Trades"** are subcontractors procured through Contractor that provide Design Services and Design Materials required for their respective portion of the Construction Work. Design-Build Trades have full architecture and engineering responsibility for their portion of the Work and will have their drawings and calculations signed and sealed by architects or professional engineers licensed and registered in Nebraska.

30. **"Design Materials"** include the Model, Record Model, the subsidiary BIM models necessary for design and construction of the Project, all electronic design data for the Project, any related two dimensional drawings, calculations, schedules or specifications, and any other design materials, created for the Project.

31. **"Design/Preconstruction Stage"** is the third stage of Project where the University and Risk/Reward Team engage in Target Value Delivery to develop Implementation Documents within the Project Objective and obtain approval of the Implementation Documents from applicable Governmental Authorities.

32. **"Design Services"** are those professional architectural and engineering services rendered by the Architect or its consultants, and any Design-Build Trades necessary to develop and complete the Project design in accordance with the Contract Documents and the standard of care set forth in the Agreement and Applicable Law.

33. **"Estimated Final Cost"** is the total Chargeable Costs incurred to date plus the estimated Chargeable Costs that will be required to complete the Project. If the Project has sub-projects, costs must be tracked for each sub-project.

34. **"Final Completion of the Project"** is the Final Completion of all Project and sub-project phases and the completion of all requirements under the Contract Documents.



35. **"Final Completion"** occurs on the date after Substantial Completion when all Work has been finally completed in accordance with the Contract Documents and the University's Conditions of Satisfaction (Exhibit 3F); all Final Punch List items have been completed and accepted by the PMT and SMT; the University has commissioned the Project; all close-out documentation required under the Contract Documents has been transmitted to University; the University's personnel have received the required training sessions regarding operation of the building systems and mechanical, electrical, and plumbing systems; a permanent / final certificate of occupancy has been issued by applicable Governmental Authorities; the Project is ready to open for business; and the SMT has issued a certificate of Final Completion. A sub-project may have its own Final Completion date, but all sub-projects must be complete before Final Completion of the Project.

36. **"Final Punch List"** is the punch list prepared after Substantial Completion and final inspections documenting all Construction Work that needs to be corrected or completed to achieve Final Completion.

37. **"Force Majeure"** includes uncontrollable events that are not due to any negligent act or omission of the Risk/Reward Team or their respective consultants, subcontractors, suppliers, or any of their respective employees and are caused by: (1) acts of terrorism, being the unlawful use or threatened use of force or violence, instilling fear and terror, against individuals or property in an attempt to coerce or intimidate governments or societies, or to gain control over a population, to achieve political, religious or ideological objectives; (2) natural disasters, including earthquakes, named storms, tornadoes, named floods, and wildfires; (3) fire that is not caused by natural disaster; (4) labor strikes and disputes that cannot be resolved through a dual gate; (5) epidemics, pandemics, or quarantines halting Work through government order or unforeseen costs associated with medical screening as a result of such restrictions; (6) material shortages that disrupt the national or international supply chain such that procurement is delayed for more than twenty-one (21) consecutive days and provided that the critical flow path is impacted as a result of the delay; (7) changes in Applicable Law and changes or increases in taxes, tariffs, duties not enacted at the time the Parties agreed to the Target Cost (provided that such costs were not included in the calculations for establishing the Material Escalation Contingency or Labor Escalation Allowance; and (8) unusual disruptions due to artificial intelligence or massive failure of technology.

38. **"Governmental Authority Caused Delay"** is an action or restraint by a Governmental Authority that materially impedes performance of the Work, and is beyond the control of the Parties and is not due to a negligent act or omission of Contractor, Architect, or their respective employees, consultants, subcontractors, suppliers, or anyone for whom any Risk/Reward Team Member may be liable.

39. **"Governmental Authority" or "Governmental Authorities"** includes all federal, state, county, municipal, district or quasi-governmental boards, departments, courts, offices, or agencies that have jurisdiction over the Project.

40. **"Hazardous Materials" or "Hazardous Material"** means any and all pollutants, wastes, flammables, corrosives, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances or contaminants and all other materials governed by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resources Conservation and Recovery Act ("RCRA"), or other



applicable federal, state or local law or regulation for environmental protection now existing or later enacted, or any substance or material that has been determined, or during the time of performance of the Work is determined, to be capable of posing a risk of injury to health, safety, property or the environment by any Governmental Authority.

41. **"ICL Share"** is a Risk/Reward Team Member's respective percentage in the ICL amount, based on their respective share of the cumulative profit placed at risk for the Project. Each Risk/Reward Team Member's ICL Share will be set forth in the most current, approved ICL Share and Distribution Spreadsheet (Exhibit 4C).

42. **"Implementation Documents"** consist of the Model; plans, sections and elevations extracted from the Model; and any ancillary drawings, specifications and construction details together with dimensions and layouts for civil, architectural, structural, mechanical, electrical, plumbing systems, and landscape design. The Implementation Documents will describe in detail the requirements for the Construction Work and provide information necessary and appropriate to obtain all necessary permits for construction of the Project.

43. **"Incentive Compensation Layer" ("ICL")** is an amount that is increased or decreased based on Project outcome during the Project and is distributed to the Risk/Reward Team in accordance with their respective ICL Share included in the most current approved ICL Share and Distribution Spreadsheet (Exhibit 4C). ICL includes earned profit that was placed at risk, additional ICL earned through executed Change Order, and any Shared Savings.

44. **"Joint Site Investigation"** is a site investigation attended by the Risk/Reward Team during the Validation Stage for the purpose of reviewing existing information and investigating the Project site to identify deficiencies and discrepancies, and to determine the extent of any additional investigations or testing required for proper design and construction.

45. **"Key Performance Indicator(s)" or "KPI(s)"** are quantifiable key Project objectives or goals used to evaluate the overall success of the Risk/Reward Team's performance. The KPIs are set forth in Exhibit 4G.

46. **"Labor Escalation Allowance" or "LEA"** is an Allowance established during the Validation Stage that will be included within the Target Cost and used to cover escalation in field labor rates due to collective bargaining agreements. The LEA will be included as a separate line item in the Target Cost and reconciled through additive or deductive Change Order before the final accounting of the Chargeable Costs and determination of the Final Actual Cost.

47. **"Lean™"** is a manufacturing, production, and construction management philosophy and approach aimed at maximizing stakeholder value through efficiency and reducing waste and rework. Lean processes and procedures emphasize collaboration between Project Participants to increase innovation, productivity, and profit in the industry and add value. (See, [www.leanconstruction.org](http://www.leanconstruction.org).)

48. **"Lean Phase Plan"** is short interval planning defining and integrating the necessary work, services, processes, and hand-off criteria among the Project Participants that are necessary to accomplish milestones in the Master Schedule, which is based off of the Takt Plan. The Lean Phase Plan is developed jointly by those that are responsible for carrying out the portions of the Work or services referenced in the Lean Phase Plan.



49. **"Master Schedule"** will be developed from the Takt Plan showing major milestone dates for design, procurement, and construction summarizing phases by sub-project (if applicable) and sequences from the Takt Plan ( e.g. phases of sub-project or Project -- structure, core, interiors, exterior, site with durations).
50. **"Material Escalation Contingency"** or **"MEC"** is an agreed amount determined during the Validation Stage and included as a separate line item in the Target Cost reflecting a reasonable anticipated projection for material and equipment escalation through procurement of all materials and equipment.
51. **"Milestone Estimate"** is cost analysis prepared by the Contractor every 4 months, in collaboration with the other Risk/Reward Team Members, documenting costs incurred to date and projecting the total Chargeable Costs the Project is expected to incur by Final Completion. The Milestone Estimate should comply with the format of the cost model and will be used to determine whether a portion of the ICL should be distributed to the Risk/Reward Team Members per Section 8.4 of the Agreement.
52. **"Net Escalation"** is the cumulative sum of the total amount expended for materials and equipment that will be incorporated into the Project minus the sum of the Material Escalation Contingency. Net Escalation is a one-time event that is not calculated on a line item basis but on the totality of materials and equipment, considering both cost increases and decreases, upon completion of procurement.
53. **"Party"** is the University, Architect, or Contractor and **"Parties"** refers to all of them.
54. **"Permitted Delay"** is one of the Change Order conditions described in Section 11.2.1 through 11.2.10 of the Agreement that impacts the critical flow path of the most current, approved Takt Plan.
55. **"PMT Bulletin"** is an A-3 or written directive from the Project Management Team derived from a unanimous vote for circumstances or events that impact design or allocation of the Work (including delays or cost impacts caused by University's Separate Contractors or Separate Consultants). A PMT Bulletin may resolve questions, discrepancies, ambiguities, and other clarifications regarding the requirements of the Validation Report and Implementation Documents according to the Project Objective and Contract Documents in the best interests of the Project but may not make changes in the Work that impact cost or time unless memorialized through executed Change Order.
56. **"Post Permit Change"** is a substantive change in the permit by a Governmental Authority or as a result of changes to Applicable Law that impact the Construction Work subsequent to the issuance of permit provided that the and provided that the changes are not caused by (i) the failure of the Construction Work to be executed in conformance with the Contract Documents (ii) the repair, modification, or replacement of Construction Work because it does not meet the functional and performance requirements of the Contract Documents; or (iii) errors or omissions in the design; and (iv) provided that the changes were not reasonably known or anticipated by the Risk/Reward Team when the Target Cost was set.
57. **"Preconstruction Services"** include design-assist, constructability reviews, estimating, scheduling, and Target Value Delivery services performed by Contractor and its Risk/Reward





Trade Partners, and their respective subcontractors, in collaboration with the University and Risk/Reward Team during the Programming Stage, Validation Stage, and Design/Preconstruction Stage.

58. **"Product Data"** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or a subcontractor, tier-subcontractor, manufacturer, supplier or distributor to illustrate materials or equipment for some portion of the Construction Work.

59. **"Programming Stage"** is the first stage of the Project that includes, among other things, preliminary evaluation of the site, inventory of relevant assets, preliminary testing, investigation of existing systems, identification of necessary governmental approvals, entitlements, consents, and permits, and participation in design charrettes with the University and Risk/Reward Team to develop the University's program, which upon approval by the University will become the Program Statement.

60. **"Program Statement"** is the University's approved Project program. The Program Statement is set forth in Exhibit 3A and includes a conceptual design, preliminary schedule, and a preliminary estimated cost of the Work.

61. **"Project"** includes the replacement of the 70+ year-old Clarkson Hospital Tower and associated patient and visitor parking, as well as the Emergency Department and certain Interventional Radiology spaces located in the Hixson-Lied Center. The hospital will provide the primary quaternary care environment for UNMC | Nebraska Medicine, including clinical care, research in the clinical setting, and medical and allied health education. The final building size, scope and cost will be determined by the University and Risk/Reward Team Members. The current conceptual planning estimates the Project at 1,267,818 gross square feet and 380 to 452 patient rooms.

62. **"Project Advisor"** is Hammes Company Healthcare, LLC.

63. **"Project Budget"** is the amount that University has targeted to spend on the Project for design and construction. The Project Budget is what the Risk/Reward Team is striving to achieve during the Validation Stage. The Project Budget includes the Target Cost plus the ICL.

64. **"Project Implementation Teams" ("PIT" or "PITs")** are interdisciplinary groups of Project Participants organized by the PMT. PITs are part of the collaborative process in developing the Implementation Documents and other deliverables, and may be formed temporarily or for the duration of the Project.

65. **"Project Management Information System" or "PMIS"** is a digital system or interrelated systems for communicating amongst Project Participants and managing, distributing, and storing digital documents, files, logs, and communications. The PMIS contains detail of the Project Objective, including cost, time, scope and quality; defines the Project Participants, the people organizations and their roles; manages agreements, including contracts, permits, approvals and commitments; manages project control documents; is used to create reports and dashboards for the Project; and guides collaboration and communicates best practices with policies, workflow diagrams and document management. The PMIS will be



created and managed by Contractor but all Project Participants must have access to information on the system.

66. **"Project Management Team" ("PMT")** includes members from the University, Architect, and Contractor. The PMT will act in a collaborative manner and is responsible for day to day management and overall administration of the Project during the design and construction process in accordance with the Contract Documents and Lean Principles to assist the Parties in achieving the Project Objective. The PMT members do not have the authority to bind their respective entities with respect to changes in scope, cost, or time.

67. **"Project Neutral"** is the person retained by the SMT that will issue a Project Neutral's opinion per Section 4.2.2(a) of the Agreement for Change Order disputes resulting from an University Directive.

68. **"Project Objective"** is jointly developed by the Parties and includes the Project Scope (Exhibit 3), Target Cost Breakdown (Exhibit 4A), as may be adjusted through executed Change Order, Qualifications and Assumptions (Exhibit 4B), the most current approved ICL Share and Distribution Spreadsheet (Exhibit 4C), the KPIs (Exhibit 4G), the Project Charter (Exhibit 5F), and the Contract Time. The Project Objective establishes the requirements for measuring the Project's success.

69. **"Project Participant"** is any person or entity that is providing material, equipment, work or services for the Project through the Architect or Contractor. Project Participant does not include Separate Contractors or Separate Consultants.

70. **"Record Model"** is the version of the BIM that will be updated throughout construction to reflect the as-built condition of the Project and is turned over to the University upon Final Completion.

71. **"Resource-Loaded Work Plan" or "RLWP"** is the cost loaded staffing plan prepared by the Architect, in collaboration with their respective Risk/Reward Design Partners, and the Contractor, in collaboration with the Risk/Reward Trade Partners, allocating their respective Chargeable Costs related to labor expenses for Design Services, Preconstruction Services, and Construction Work broken down by sub-project (if applicable) and Project stage, and spread over the duration established in the Master Schedule from the Takt Plan.

72. **"Risk/Reward Design Partners"** are consultants engaged by the Architect to perform a portion of the Design Services per the obligations stated in their respective risk/reward design agreement and that have placed 100% of their profit at risk and are therefore eligible to share in the incentives provided and risk associated with the Project's success. The term "consultant" includes Risk/Reward Design Partners and Standard Consultants.

73. **"Risk/Reward Trade Partners"** are subcontractors engaged by the Contractor for performance of a portion of the Work per the obligations stated in their respective risk/reward trade partner agreement and that have placed 100% of their profit at risk and are therefore eligible to share in the incentives provided and risk associated with the Project's success. The term "subcontractor" includes Risk/Reward Trade Partners and Standard Subcontractors.



74. **"Risk/Reward Team"** consists of the Architect, Contractor and any of their respective Risk/Reward Design Partners and Risk/Reward Trade Partners, each of whom have placed 100% of their profit at risk, are eligible to share in the ICL per the ICL Share and Distribution Spreadsheet, this Agreement, and their respective risk/reward agreements and are included in the mutual waiver of liability provisions set forth in Article 12 of this Agreement and their respective risk/reward agreements. A participant of the Risk/Reward Team may be referred to individually as a **"Risk/Reward Team Member"** or collectively as **"Risk/Reward Team Members."**

75. **"Samples"** are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Construction Work will be judged.

76. **"Savings Threshold"** is the threshold set below the Target Cost that will be compared to the Final Actual Cost to determine whether Shared Savings are earned. The Savings Threshold is set forth in Business Terms Sheet.

77. **"Senior Management Team" ("SMT")** includes a senior executive member from the University, Architect, and Contractor who will act in a collaborative manner to review and approve matters impacting business terms, resolve any matters referred to it by the PMT by a majority vote, subject to an University Directive, and who have the authority to bind their respective entity with respect to changes in scope, cost, time, and resolution of disputes.

78. **"Set Based Design"** is a design strategy that advances in parallel alternative design solutions that meet the Project criteria and constraints until a decision is made to select one solution over the alternatives.

79. **"Shared Savings"** is the additional ICL that the Risk/Reward Team Members can earn for efficiencies in design and construction if the Final Actual Cost is less than the Savings Threshold. The Shared Savings percentage for the Risk/Reward Team increases as KPIs are earned. The Shared Savings criteria is set forth in the Business Terms Sheet.

80. **"Shop Drawing"** or **"Shop Drawings"** are drawings, diagrams, schedules, and other data specially prepared for the Construction Work by the Contractor or a subcontractor, tier-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Construction Work.

81. **"SMT Bulletin"** is a written directive from the SMT derived from a majority vote of the SMT and is binding on all Project Participants unless vetoed or modified by an University Directive. SMT Bulletins may make changes in the Work that impact cost and time, or that affect the Project Objective.

82. **"Standard Consultant"** is a consultant (inclusive of tiers) engaged by the Architect that has not placed profit at risk and therefore is not eligible to share in the Agreement's financial incentives, ICL, and mutual liability waivers. Standard Consultants are not a part of the Risk/Reward Team. The term "consultant" includes Risk/Reward Design Partners and Standard Consultants.

83. **"Standard Subcontractor"** is a subcontractor (inclusive of tiers) engaged by the Contractor that has not placed profit at risk and therefore is not eligible to share in the



Agreement's financial incentives, ICL, and mutual liability waivers. Standard Subcontractors are not a part of the Risk/Reward Team. The term "subcontractor" includes Risk/Reward Trade Partners and Standard Subcontractors.

84. **"Submittals"** include Shop Drawings, Product Data and Samples, but are not Contract Documents unless they are produced and stamped by a Design-Build Trade. To the extent required by the Contract Documents, all Submittals that are not produced by a Design-Build Trade only demonstrate how the Contractor and subcontractors propose to execute the Construction Work shown by the Contract Documents.

85. **"Substantial Completion"** occurs on the date when the Project is sufficiently complete to allow the University to legally occupy or utilize the Project (or sub-project) for its intended purpose, all systems are operational as designed or required, all start-up, inspections and tests required under the Contract Documents have been completed successfully, the Governmental Authority with jurisdiction over Project (or sub-project) occupancy has issued approval for legal occupancy, and the PMT has issued a certificate of Substantial Completion. A sub-project may have its own Substantial Completion date. Substantial Completion does not include commissioning or require patient licensing.

86. **"Takt Planning"** is a Lean™ production tool used to develop a design and construction plan using time (for design packages) and time and location identifying zones that shows a package of trades working together in a phase that are flowing through the body of the plan from area to area at the same speed and the same distance apart, with buffers, identifying the critical flow through the phases. The critical flow will be used to analyze Permitted Delays. The Takt Plan creates the rhythm and optimization in the schedule.

87. **"Target Cost"** is the sum of the estimated Chargeable Costs established during the Validation Stage by the University and Risk/Reward Team Members for performance of the Work described in the Validation Report. The Target Cost does not include profit placed at risk by the Risk/Reward Team Members (ICL). The Target Cost measures whether a Project meets the University's financial expectations and will be the first threshold for which the Final Actual Cost is compared upon Final Completion of the Project to determine the amount of ICL earned, if any. The Target Cost is set forth in Exhibit 4A of the IPD Agreement

88. **"Target Value Delivery"** is a Lean™ process that requires project values, cost, schedule, and constructability to be basic components of the design criteria, and uses cost targets to drive innovation in designing a project to provide optimum value to an owner. Target Value Delivery uses constructability and cost information from the Project Participants before design decisions are made to allow the Project design to progress within the Project Budget and Contract Time.

89. **"Unforeseen and Differing Site Conditions"** includes: (i) the discovery of an unknown, subsurface or otherwise concealed physical condition including historical or archeological or cultural finds, human remains, burial markers, rare, endangered or threatened species, wetlands, underground obstructions, underground pre-existing utilities, Hazardous Material or conditions that require removal or remediation, or geotechnical or soils issues that materially differ from those indicated in the Contract Documents, information provided by the University, or the information obtained from the Joint Site Investigation; (ii) an unknown physical condition of an unusual nature that differs materially from those ordinarily found to exist and generally



recognized as inherent in construction activities of the character and nature provided for in the Contract Documents in the same geographic region of the Project; or (iii) an unknown, pre-existing Hazardous Material that requires removal or remediation.

90. **"University"** is the Board of Regents of the University of Nebraska, a public corporate and governing body of and for the University of Nebraska.

91. **"University Directive"** is a written directive from the University that overrides a decision by PMT or the SMT.

92. **"University-Elected Change"** is a change directed by the University to the scope of the Work described in the Project Objective that impacts the Target Cost, Savings Threshold, the ICL, or Contract Time and requires additional Work that was not: (i) reasonably inferred from the Validation Report or Implementation Documents (as applicable); or (ii) required due to either a failure by Contractor or its subcontractors to correctly procure the Construction Work, coordinate, or install the Construction Work, or due to Architect's or its consultants, or a Design-Build Trade's design error or omission.

93. **"University's Escalation Contingency"** is an amount included in the University's contingency, which is outside of the Target Cost that is used to cover a Change Order for Unusual Escalation as further described in Section 11.5.1 of the Agreement.

94. **"University's Separate Contractor"** or **"Separate Contractor"** is a specialty contractor, fixture, furniture, or equipment vendor, or other person, or firm, engaged directly by the University to perform services or work that is related to the Project although not within the scope of this Agreement or the Work.

95. **"University's Separate Consultant"** or **"Separate Consultant"** is a design, technical, scientific, commissioning agents, or other professional engaged directly by University to perform services that are related to the Project although not within the scope of this Agreement or the Work.

96. **"Unusual Escalation"** is a Change Order condition for reconciliation of the Labor Escalation Allowance or for increases in the Material Escalation Contingency in the amount of the Net Escalation (See, Section 11.5 of the Agreement). **"Validation Report"** will be developed to meet the requirements of the Program Statement, and must include general layout and schematic design, equipment lists, and narratives that further define the space, room types and sizes, and final quality, quantity, functionality, aesthetics, sustainability, and other requirements for the Project that are recommended by the PMT and confirmed by the SMT during the Validation Stage. The Project scope includes all elements explicitly included in the Validation Report and those that are reasonably necessary or reasonably inferable to accomplish the design included in the Validation Report. The Validation Report supersedes the Program Statement and will be incorporated into the Agreement as Exhibit 3D.

98. **"Validation Stage"** is the second stage of the Project where the University and Risk/Reward Team Members document the Validation Report and establish the Target Cost, Contract Time, and Project Objective.



99. **"Volume of Construction Work"** includes Chargeable Costs as defined in Article 7 for Contractor and Risk/Reward Trade Partners' portion of the Construction Work but excludes Chargeable Costs for Design Services and Preconstruction Services.

100. **"Willful Default"** is one of the following events: (i) actual or constructive abandonment of the Project; (ii) persistent and repeated failure, after written notification, to correct Work that significantly and materially deviates from the Implementation Documents or Applicable Law; (iii) failure of a Risk/Reward Team Member to properly procure other Project Participants per Article 5 of the Agreement; (iv) failure of a Risk/Reward Team Member to provide an adequate number of competent management personnel and resources, or skilled field labor or an adequate supply of materials (unless due to supply chain issues) to achieve the Project Objective; (v) repeated failure of a Party or Risk/Reward Team Member to fulfill its obligations under the Contract Documents or repeated breaches of terms and conditions of the Contract Documents, after written notification and an opportunity to cure; or (vi) gross negligence, fraud, reckless disregard or willful misconduct. Actual abandonment occurs if the Party, without justification, ceases performing Work for a period of 14 consecutive days or notifies the PMT that it is ceasing to perform Work on the Project. Constructive abandonment occurs if the Party, without a valid written explanation, expends so little effort on the Project that there is no meaningful progress for 21 consecutive days. The good faith exercise of any contractual suspension rights granted the Risk/Reward Team Member under this Agreement or under an applicable subcontract or consulting agreement is not an intentional or constructive abandonment.

101. **"Work"** includes all Design Services, Preconstruction Services, and Construction Work.

102. **"Work Plan"** refers to a detailed dynamic plan involving Project Participant input that addresses specific tasks, sequence, and timing for a project or sub-project that is designed to optimize work flow and minimize waste with attention to just in time delivery and a focus on flexibility and continuous improvement.





# Integrated Project Delivery Agreement Exhibit 2 - General Conditions



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# GENERAL CONDITIONS TO THE INTEGRATED PROJECT DELIVERY AGREEMENT

## 1. TERMS

**1.1 Defined Terms.** Capitalized terms used in the General Conditions are either defined in the Agreement, these General Conditions or Exhibit 1 to the Agreement. University, Architect, and Contractor may be individually referred to as a Party and will be collectively referred to as the Parties. References to "subcontractor" in lower case refers to all of Contractor's subcontractors (inclusive of any tier), including the Risk/Reward Trade Partners. References to "consultant" in lower case refers to all of Architect's consultants (inclusive of any tier), including Risk/Reward Design Partners. The term "subcontractor" does not include suppliers.

**1.2 Applicability.** All Project Participants must comply with the terms and conditions of this Exhibit 2.

## 2. PROJECT ADMINISTRATION

**2.1 Risk Registry.** The PMT will facilitate a workshop to identify risks that could jeopardize the Project's success. These risks will be documented in a risk registry that identifies the risks in priority order and documents the strategies to avoid, mitigate, and monitor these risks. The risk registry will be regularly reviewed and updated by the PMT, and reviewed monthly by the SMT. The SMT will also review the effectiveness of the risk management strategies and will modify or implement new strategies to reduce or eliminate Project risks.

**2.2 Progress Monitoring.** The PMT is responsible for developing goals, strategies, protocols and tools for monitoring Project progress against schedule, budget, and key performance indicators. The Contractor has primary responsibility to develop and track the cost model, with frequent collaboration from the University, Architect, and input from other Project Participants. The Project Advisor and Auditor will have access to, and monitor, the cost model. These management tools will be used to track the status of the Project against achievement of the Project Objective. If it appears that the Project Objective is not likely to be achieved, the PMT will notify the SMT and develop a recovery plan for submission to the SMT that will enable the Project to achieve the Project Objective.

**2.2.1 Project Log.** The PMT, through the Contractor, will maintain a daily log, based on daily construction reports, that summarizes the conditions and activities on the Project including, without limitation, a record of weather conditions, the number and types of workers on site, the subcontractors working, the areas where Construction Work is progressing and the Construction Work accomplished, problems encountered on the Project, significant visitors to the site, including inspectors and testing agencies, and other similar relevant information as the University may reasonably require.

(a) Risk/Reward Trade Partners and Standard Subcontractors will submit daily construction reports, starting on the first day Construction Work is performed on-site. Contractor will not process the monthly progress payments if the daily reports are delinquent. Daily construction reports will be completed on Contractor's form or via a Project related app. Daily construction reports must be submitted to Contractor no later than 9:00 a.m.



on the following work-day. Each daily construction report must contain at a minimum the subcontractor's manpower for the day, areas worked, work completed, milestones reached, and tests and inspections performed, and the results.

**2.3 Project Manual.** The PMT, with the assistance of the Project Advisor, will develop a Project Manual that documents the management protocols, Co-location Plan, quality assurance and quality control plan, risk assessment/mitigation strategy, safety plan, crisis management plan, communication protocols, Project forms and similar administrative and procedural requirements. The Project Manual must be accessible to all Project Participants and incorporated into their respective contracts. The Project Manual is accessible through the web based portal.

**2.4 Co-location Plan.** The PMT will develop a co-location plan for SMT approval. The plan will include space, workstations, meeting space, display space, and communication networks to increase communication between Project Participants and to allow Project management to directly interact with Project personnel. The co-location plan will describe the use of the co-location space which will include scheduling of meetings, working sessions, BIM coordination meetings, team meetings, visual management tools, and other procedures to increase the effectiveness and efficiency of co-located efforts. Upon approval, the Contractor will make arrangement for the space. The Co-Location Plan will be included in Tab 3 of the Project Manual.

**2.5 Target Value Delivery.** The PMT in collaboration with the Project Advisor will develop protocols using Target Value Delivery to cause the Project to be constructed within the Project Objective. The Target Value Delivery process will emphasize designing to the Project Objective within the Target Cost and Contract Time, with Contractor and its subcontractors providing guidance to the Architect, and their respective consultants regarding the relative value of different design options before they are designed, as well as constructability, cost and schedule implications of design decisions as they are being made. The PMT will determine which specialty contractors and consultants will be responsible for developing and optimizing specific systems and sub-systems and making recommendations to the PMT.

## **2.6 Requests for Information, Submittals, and Bulletins.**

**2.6.1 Informal Resolution of Issues.** Questions, conflicts, and issues regarding coordination and constructability should be resolved during design and before the Implementation Documents are issued. RFIs should not be used as a substitution for collaboration. If issues arise during construction, the issues or questions should still be resolved collaboratively and informally among the affected subcontractors and suppliers with the Contractor, Architect, and consultants. RFIs are intended to be used to document the result of the informal process and to document decisions that reflect differences from the Implementation Documents.

**2.6.2 RFI Scheduling.** In collaborating to resolve an issue for which an RFI will be used to document the solution, the party needing the information will indicate when the issue needs to be resolved to avoid delaying the Work. If the requesting and responding parties are able to resolve the issue in their initial conversation, the responding party will produce the RFI documenting the solution before the date at which a delay will occur. If the requesting and responding party cannot agree on a plan for resolving the issue before a delay will occur, the



responding party must notify the PMT, who will promptly address the issue with the parties. All RFIs will be in writing to the Architect with a copy to the PMT and to the extent possible will be documented in the BIM. If the RFI changes the Project Objective and affects the Actual Cost or delays in the Contract Time then the Contractor will immediately notify the PMT and, if approved, a SMT Bulletin will be issued for distribution to the appropriate parties per Section 4.2.2 of the Agreement. Otherwise, the Architect will immediately post the response or resolution on the web-based portal and Contractor will notify all necessary parties for implementation in the field. The PMT will develop goals for latency and RFI resolution and will measure actual durations against the RFI goals.

**2.6.3 PMT Bulletins.** The PMT will establish and keep a log of all PMT Bulletins and SMT Bulletins issued during all stages of a Project. The log will be managed by the Party designated by the PMT, which may be changed from time to time. A PMT Bulletin or SMT Bulletin is not necessarily a condition of change.

**2.6.4 Electronic Submission and Archiving.** The PMT will establish a web based system to track RFIs, PMT Bulletins, and SMT Bulletins and make them available to all Project Participants.

**2.7 Submittals and Shop Drawings.** Contractor will timely submit all Submittals required by the Contract Documents to the Architect or design consultant who is responsible for that specific design discipline (with a copy to the Architect in accordance with the most current Submittal schedule) while avoiding delays in the Construction Work or in the activities of other Project Participants performing Construction Work. Each Submittal will be prepared by the responsible subcontractor or supplier in accordance with the Contract Documents to demonstrate the construction means and methods proposed for installation of a building system or component in a coordinated manner with other contiguous work and consistent with the design expressed in the Implementation Documents. Contractor will review the Submittals for accuracy before submission to the Architect or design consultant. As part of the performance requirements, the Project Participants will create an efficient Submittal process where they target to resolve 95% of all Submittals on the first review. If the Submittal efficiency falls below 90% resolution on the first review, then the PMT will meet to review and implement corrected measures to improve the process to the expected target of 95%. The Project Participants may incorporate concepts of pre-submittals or slip sheeting Submittals to meet this performance requirement. Contractor and its subcontractors or suppliers will not submit any Shop Drawing that is merely a tracing or copy of any of the Implementation Documents. Each Submittal will be prepared by the responsible subcontractor or supplier in accordance with the Contract Documents. Any Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**2.7.1 Electronic Submission and Archiving.** The PMT will establish a web based system to track and archive Submittals and Submittal reviews, which will be available to all Project Participants performing Construction Work. To the greatest extent possible, Submittals will be delivered in an electronic format capable of being read by and integrated into the BIM. By transmitting a Submittal, the submitter represents that it has reviewed the submission for accuracy and compliance with all Contract Documents, coordinated the information contained within the Submittal with the existing field conditions and requirements of the Work and other contiguous work, and that all original engineering, if required, has been performed by a qualified professional engineer or architect appropriately licensed in accordance



with Applicable Law. All Submittals will include a request that the Submittal be reviewed and returned by a certain date to conform with the most current approved Submittal schedule.

**2.7.2 Submittal Scheduling.** Contractor in collaboration with its subcontractors and major suppliers, the Architect and its consultants will provide a schedule that complies with the Takt Plan and indicates when Submittals will be issued and when approval must be received to allow for proper procurement of materials and equipment and to avoid delays in the Construction Work. To the maximum extent possible, Submittals should be reviewed and approved during the Design/Preconstruction Stage. The proposed Submittal schedule must allow adequate time for design review, allowing for the incorporation of collaborative Submittal review to meet the 95% performance requirement, and is subject to approval by the PMT. Disputes regarding the Submittal schedule will be referred to the PMT for resolution per Article 4 of the Agreement, unless it affects the Final Actual Cost or delays the Contract Time requiring SMT approval to resolve.

**2.7.3 Design Review.** Architect and its consultants will review the Submittals for conformance with the Implementation Documents or design criteria and approve or take other appropriate action. Approval of a Submittal by the Architect (if required) does not relieve the Contractor or its subcontractors and suppliers from any of their respective contractual obligations and will not constitute approval of any safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item does not constitute approval of an assembly of which the item is a component. If any Submittal is returned without approval, the rejecting party will discuss with the submitting party the reason for rejection and describe the necessary modifications. Contractor will require the appropriate party to make the necessary correction required and timely furnish the corrected re-submission to the Architect or applicable consultants for approval. The re-submission must direct specific attention to those parts of the re-submittal that have been revised. No Construction Work will be performed for which the Implementation Documents require a Submittal until the Submittal has been approved by the Architect and design consultant (as applicable). Upon receipt of approval on a Submittal, Contractor will notify the relevant Project Participants and post a final corrected copy to the web based portal.

**2.7.4 Design-Build Trades.** Any Submittals for design-build Work must be prepared by, or under the responsible charge of, a professional engineer or architect registered or licensed in accordance with Applicable Law who will sign and seal all design-build Submittals indicating that the design professional is the engineer or architect of record. Submittals will be in accordance with the provisions set forth in Sections 2.7.1 through 2.7.3. The Design-Build Trade will remain liable and responsible for all design-build Submittals. The Architect or design consultant (as applicable) will review design-build Submittals to confirm that the Submittals are in general conformance with the design intent indicated in the Implementation Documents and to coordinate the design-build Submittals with the Design Materials prepared by Architect and its respective consultants.

### 3. JOINT SITE INVESTIGATION

**3.1 Access to Existing Documents.** At its expense, University will provide the PMT with access to all documents University possesses related to the condition of the Project site that are requested in writing and reasonably required by the PMT. This information includes:





**3.1.1** Documents describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions (geotechnical engineering survey and report) and environmental studies, reports, and investigations as requested by the PMT.

**3.1.2** Tests, inspections and other reports dealing with environmental matters, Hazardous Materials (Article 14) and other existing conditions, including structural, mechanical and chemical tests, required by the PMT or by Applicable Law; and

**3.1.3** Any other information or services reasonably relevant to the planning, design and construction of the Project.

**3.2 Joint Site Investigation.** Before establishing the Project Objective, the PMT and PIT members will conduct a Joint Site Investigation at or concerning the Project site. The University will make the Project site available for the Joint Site Investigation and will provide information in its possession that is required by this Section or otherwise requested by the PMT or PITs. During the Joint Site Investigation, the PMT will:

**3.2.1** Document all site-related information that is needed to design and construct the Project;

**3.2.2** Verify existing conditions within the Project site, including all points of connection, and verify the accuracy of existing as-built documents provided by the University through field investigations with proper due diligence to eliminate major Unforeseen and Differing Site Conditions that would result in a Change Order. If as-built documents are insufficient, inaccurate or incomplete, the PMT will decide whether a surveying program to provide required information is justified;

**3.2.3** Notify the University of the need to view inaccessible spaces (e.g., spaces containing Hazardous Materials, hard lid ceilings, buried utilities, occupied spaces, etc.) to allow for field verification;

**3.2.4** Review any existing information and identify, in writing, any apparent deficiencies or discrepancies in the information provided by the University during the Project;

**3.2.5** Describe additional site investigations or information reasonably required to develop the Project Objective and prepare the Implementation Documents, including surveys, subsoil investigations, analyses, tests, and reports relative to the Project site;

**3.2.6** Evaluate the need for air balance reports, electrical load tests, gas and utility reports to verify the condition and capacity of existing systems;

**3.2.7** Determine whether to extend the Joint Site Investigation for additional surveying or necessary testing to allow effective design and construction of the Project; and

**3.2.8** Upon completion of the Joint Site Investigation, reasonably recommend that the University may proceed.



**3.3 Reliance on Information.** If a Project Participant has participated in the Joint Site Investigation, it may rely upon the completeness and accuracy of the information provided by the University, to the extent that it is not contradicted by the Joint Site Investigation or any additional documents and reports produced under Article 3.

#### **4. LEAN PRINCIPLES**

**4.1 Lean Construction.** Project Participants will utilize Lean™ principles and techniques as developed or defined by the Lean Construction Institute™ and as generally identified below.

**4.2 Open Communication.** Communication is open, clear and direct. It is important that all parties be apprised of information that affects their performance or which they can impact. Whenever possible, communication should be directly between the immediate participants through the most expeditious manner, with information or decisions documented and made available to Project Participants. The goal of communication in Lean is to assure that all Project Participants have a high level of common understanding.

**4.3 Collaboration.** Project Participants will freely share concepts and ideas with other Project Participants to improve the overall Project outcome. Within the limits of licensing or professional registration, the parties will review other Project Participants' portions of the Work and recommend improvements and will openly consider suggestions from other Project Participants. Nothing in this paragraph changes a party's responsibility for its portion of the Work or requires a party to assume responsibility for, or to engage in portions of the Work that require licensure beyond that necessary to perform its respective scope.

**4.4 Reliable Promising.** Effective Project planning requires that each Project Participant clearly communicates its needs and must provide reliable promises to other Project Participants with regard to its own performance. If a party discovers that it will not achieve a promise, it must immediately inform the PMT identifying when it can perform, and any impediments to its performance.

**4.5 Takt Planning and Commitment-Based (Pull) Scheduling.** The milestones will be collaboratively developed by the Project Participants based on University schedule requirements and realistic durations agreed to by those who are primarily responsible for delivering the information, services or materials for various components of the Project or a sub-project. In making detailed Work Plans for accomplishing the various milestones, Project Participants will use a planning system based on requests and commitments by Project Participants to each other for information, materials, or resources that the requester needs to accomplish its task by a certain time. This optimizes the flow of Work through the Project by increasing schedule reliability and reducing bottlenecks and activity that does not facilitate achievement of the milestones.

**4.6 Elimination of Waste.** Design or construction effort that does not add value is waste and should be reduced or eliminated. Design effort that is not necessary for construction or for regulatory purposes, should be avoided. Similarly, construction resources and materials that are not incorporated into the completed Project should be reduced or eliminated. The Project Participants will maximize the use of just-in-time delivery of materials and information to reduce waste associated with maintaining inventories.



**4.7 Quality and Reduction in Rework.** Quality is created through careful work, not by inspection and rejection. Project Participants will consider innovative ways to design work that reduces the risk of installation errors. Each party must strive to accurately complete its portion of the Work and should identify any Work that does not meet the Project requirements, so that necessary corrections can be identified and executed before, or at the time, the Work is being performed. Project Participants should strive to eliminate rework. Contractor will collaborate with its subcontractors to develop clear and effective procedures for a trade to hand off its work to follow-on trades so that any quality deviations are caught early. Architect will collaborate with its consultants and Design-Build Trades to develop clear and effective procedures for coordination and hand-off of Design Materials.

**4.8 Best Person.** Work is performed, to the greatest extent possible, by the organization or individual best capable of performing that Work.

**4.9 Value of Ideas, not Status of Author.** Open communication and collaboration leads to the development of new ideas and concepts. Good ideas can come from any team member and it is the value of the ideas, not the role or status of the author, that determines whether an idea or concept will be used.

**4.10 Optimize the Whole Project, not its Components.** Under the leadership of the PMT, each Project Participant will focus efforts on creating value for the Project as a whole within the Project Objective. Efforts to optimize any individual team member's portion of the Work must benefit the entire Project to be justifiable.

**4.11 Continuous Improvement.** Lessons learned are generated continuously and used to guide and improve processes while the Project is underway rather than only at its conclusion.

## **5. BUILDING INFORMATION MODEL**

**5.1 Building Information Modeling Workshop.** During the Validation Stage, the PMT will meet and develop detailed protocols for the use of Building Information Modeling on this Project, which will be documented in a BIM Execution Plan that will be incorporated into the Project Manual. (See Tab 4, Project Manual) Among other things, the protocols developed will:

**5.1.1** Specify where and how the Model will be maintained including the Project Participants with substantive responsibility for controlling the information within specific models or model elements;

**5.1.2** Provide minimum hardware and software requirements, including the software (including software revision or build date if applicable) that will be used to develop the Model or Models;

**5.1.3** Specify protocols for naming conventions, data structure, version control, roll-back, gate keeping, and archiving;

**5.1.4** Establish a common coordinate system and conventions as to units;



**5.1.5** Specify the level of development that will be modeled and incorporate appropriate allowances for differing construction tolerances. Designers are required to design to accurate dimensions in the Model;

**5.1.6** Specify when and how information regarding constructability and cost will be derived from the Models and provided to the designers to inform design;

**5.1.7** Specify when and how existing site information is incorporated into the Model;

**5.1.8** Specify how RFIs, clarifications, Shop Drawing and Submittal information will be reviewed and incorporated into the Model;

**5.1.9** Specify when and how clash detection/conflict resolution sessions will occur;

**5.1.10** Determine what information is more efficiently developed and conveyed using traditional 2D design tools and develop protocols for assuring consistency between the BIM and ancillary 2D information;

**5.1.11** Specify how the BIM will be updated and function as a Record Model; and

**5.1.12** Specify what design information, if any, will be developed or maintained outside of the BIM.

**5.1.13** The BIM workshop will be scheduled by the Model Administrator early in the Validation Stage. Any disagreement regarding protocols will be decided by the PMT. The Model Administrator will document the decisions reached in the draft BIM Execution Plan.

**5.2 Model Administrator.** Each Project Participant is responsible for maintaining their respective individual design or analysis models and providing their modeling information, at appropriate intervals, to the administrator of the Model ("Model Administrator"). During the Validation Stage, the PMT will select a Model Administrator who is responsible for receiving modeling information from the Project Participants and incorporating the information into a master BIM. Unless otherwise agreed, the Model Administrator will host and manage the modeling information.

**5.3 Modeling Goals.** To the greatest extent practical, all Project information will be developed and maintained through the use of BIM. The design will be developed in the Model, constructability and cost information will be incorporated through the Model, conflict resolution will occur through the Model, Shop Drawings will be submitted and reviewed through the Model to the greatest extent possible, and the Model will be kept current to reflect as constructed conditions. In addition, Model elements will contain information relevant to facility operation and maintenance that can be exported to University's computerized maintenance management system.

**5.4 Status of the Building Information Model.** Contractor and its subcontractors will construct the Project in accordance with the BIM and other Contract Documents, subject to any subsequent modifications. Elements necessary for a fully functional Project, but not



modeled due to their size or level of detail, will be provided by the Contractor and its subcontractors as part of the Construction Work without any change to the Target Cost and with a level of quality consistent with the Project Objective and the Implementation Documents. It is anticipated that some design information, such as construction details, will not be incorporated into the BIM, but will be provided to the Contractor and its subcontractors and suppliers as conventional 2D drawings or CAD files. Subject to the agreed level of modeling, the Model provides controlling dimensional information except where 2D drawings are specifically intended to be prepared at a greater level of accuracy than in the Model. Some design information will only be contained in the written specifications. The BIM, the 2D drawings, and the written specifications are all Contract Documents.

**5.5 Submission of Signed and Stamped Drawings.** 2D drawings, calculations and specifications must be generated, reviewed, sealed, and submitted to reviewing agencies and applicable Governmental Authorities. The Architect and its respective design consultants and the Design-Build Trades will each be responsible for, and will sign and stamp, the drawings, specifications and calculations prepared by them. To the greatest extent possible, the 2D drawings will be generated from the Model.

**5.6 Miscellaneous BIM Issues.**

**5.6.1** Participation by Contractor or any subcontractor or supplier, other than Design-Build Trades, in contributing data or advice for use in the BIM will not be deemed the provision of Design Services.

**5.6.2** The University and Project Participants may only rely on the substantive information contained within any data in the BIM to the extent appropriate to the level of detail required of the BIM at the time.

**5.6.3** Any corrections or repairs to the BIM as a result of the failure of the Architect, Contractor, or Project Participants for whom they are responsible to comply with the provisions of this Article 5 and the BIM Execution Plan will be at the expense of the Risk/Reward Team and will not be reimbursable as a Chargeable Cost.

**5.6.4** A Project Participant will not be individually responsible for modifications to any BIM data generated by it if the modifications were made by another team member without the creating member's knowledge and approval.

**6. WORK RESTRICTIONS AND CAMPUS RULES**

**6.1 Work Hours.** The Project's standard work week is an 8-hour day, Monday through Friday. Staggered start times are anticipated, generally, the jobsite will be open from 5 a.m. until 6 p.m. To the extent 2nd and 3rd shift or Saturday and Sunday Construction Work is required, Contractor will provide the PMT with 3 business days advance notice. This request will include a schedule of what dates activities will be occurring outside the hours of operation, clearly indicate the hours of Construction Work requested, the type of Construction Work to be completed, the potential noise generating activities including equipment associated with the Construction Work, and the contact information for onsite staff to be contacted if the noise becomes disturbing during noise sensitive hours. Variances in standard work hours are subject to PMT's prior approval.



**6.2 Noise.** Contractor and its subcontractors understand that this is an operational campus. All Construction Work will be performed with minimal disruption and noise. Extraordinary care will be taken to not disturb campus activities and if University staff member indicates that the construction activity is disruptive, the activity must be stopped until the PMT is notified and satisfactory arrangements are determined by the PMT for continuation of the Construction Work. The following noise control procedures will be employed:

**6.2.1** Maximum indoor noise levels will be limited to 10 decibels over ambient and will not exceed regulatory noise standards.

**6.2.2** All noise-producing equipment and vehicles using internal combustion engines will be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating conditions that meet or exceed original factory specification.

**6.2.3** Mobile or fixed packaged equipment (e.g., arc-welders, air compressors, etc.) will meet local, state or federal noise output standards and will be equipped with shrouds and noise control features that are readily available for that type of equipment.

**6.2.4** Electrically-powered equipment instead of pneumatic or internal combustion powered equipment will be used, where feasible and needed to control excessive noise.

**6.2.5** Material stockpiles and mobile equipment staging, parking, and maintenance areas will be located as far as practicable from noise-sensitive areas.

**6.2.6** The hours of material transport will be restricted to the periods and days permitted pursuant to local ordinance.

**6.2.7** The use of noise producing signals, including horns, whistles, alarms and bells will be used for safety warning purposes only.

**6.2.8** No public address systems or music systems will be allowed on-site.

**6.2.9** Contractor and its subcontractors will also comply with any applicable local ordinance or permit conditions regulating noise levels and perform the Construction Work in compliance with those provisions, which may be more restrictive.

**6.3 Environmental Control Plan.** Before commencing Construction Work, Contractor will prepare and submit an environmental control plan to the PMT that, at a minimum, identifies sources and mitigation measures for dust, air pollution, and odors.

**6.4 No Smoking.** Smoking, vaping chewing tobacco, alcohol, marijuana, and substances controlled under federal law are strictly prohibited. All buildings, property, and University owned vehicles are tobacco-free.

**6.5 Drug Free Workplace.** The University is a drug free workplace. Project Participants and their respective employees will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while conducting any



activity covered by this Agreement. University reserves the right to request a copy of Architect's and Contractor's Drug Free Workplace Policy.

**6.6 No Radios or Headphones.** Use of personal radios and headphones while working is strictly prohibited. Personal radios will not be allowed on the Project site. Workers may listen to music with headphones during breaks in designated areas outdoors.

**6.7 Eating and Drinking.** Contractor will designate a specific area for eating or drinking. Such area is subject to the approval by the PMT and will be shown on the Site Logistics Plan. (See Project Manual, Tab 5) Each Project Participant will clean up their area where they have lunch or breaks. Cooking devices such as hot plates, open-flame burners, etc. are prohibited.

**6.8 No Graffiti or Property Damage.** Property damage or graffiti of any kind will not be tolerated. Any person found placing graffiti on or damaging any portion of the campus or any materials, equipment, temporary offices or utilities, etc. will be promptly removed from the Project. The responsible entity will be charged for all costs associated with graffiti removal or damage caused by its personnel or subcontractor's personnel. Removal of property damage or graffiti is not a Chargeable Cost.

**6.9 University Rule and Regulations.** All Project Participants will comply with University rules and regulations pertaining to conduct in University's facilities. University reserves the right to request the removal or replacement of any Project Participant's respective employees who fails to comply with such rules and regulations. (See University Rules, Policies, Procedures, Project Manual Tab 17)

**6.10 Use of Premises.** While present on University property, all Project Participants will limit their respective presence and activities to areas reasonably necessary in order to perform the Work required under this Agreement or as designated by the University. Architect and Contractor will independently or collectively coordinate their respective presence with an authorized representative of the University, and will ensure that a responsible representative from Architect or Contractor (as applicable) is present during performance of the Work on campus.

**6.11 Security.** All Project Participants and their respective employees will adhere to the University's reasonable safety and security policies and procedures and will use commercially reasonable efforts not to interfere with University's regular operations. Failure to understand or comply with the security requirements for personnel or delivery access will not relieve a Project Participant from its contractual obligations and will not be considered justification for time or money extensions.

**6.11.1** University issued badging will not be required while working at the Project site but will be required while working in and around adjacent campus buildings. All Project Participants' employees shall be identifiable by wearing visible photo identification badges that identifies the employee by name and company. Failure of an employee to display the required identification is grounds, at University's election, for immediate removal of the employee and termination of the Project Participant's agreement.



**6.11.2 Possession of dangerous weapons (concealed or unconcealed)** on University property, on the work site, in University vehicles, or in personal vehicles when on University property is strictly prohibited. A dangerous weapon shall include guns, knives, explosives, or any other device determined by University which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor of Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for purpose of this policy.

**6.11.3 Project Participants**, at their own respective expense and in a manner compliant with all Applicable Laws, may be required to conduct a background screening for 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. Project Participants must update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving a Project Participant or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. To the extent required, Architect and Contractor will provide the University with evidence of the completion of the required background screenings upon the University's request.

**6.12 University Marks.** Project Participants will 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. Project Participants agree not to use the University’s name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to the Project Participant's business.

**6.13 Parking.** There is no parking on the University campus or at the site. The University is providing parking within a 10 minute walk to the Project site. Project Participants are responsible for providing parking/shuttling for their employees. With prior written approval, Contractor will allow minimal subcontractor vehicle access into the construction area to the extent necessary for the performance of their respective Construction Work.

## **7. LABOR COMPLIANCE**

**7.1 Discipline.** Project Participants will enforce strict discipline and good order among their respective employees. Project Participants will not employ any unfit person or anyone not skilled in the Work assigned.

**7.2 Workers Compensation.** All Project Participants must comply with Nebraska state workers compensation rules and regulations. Nebraska Revised Statute 48-101 et. seq.

**7.3 Prevailing Wage.** To the extent that the Project receives federal funding, Davis Bacon regulations will apply. See, <https://opportunity.nebraska.gov/programs/community/cdbg-dr/davis-bacon-and-labor-standards/>. If applicable to this Project, Contractor and its subcontractors must all comply with Applicable Law, and may submit a COR under Section 11.2.12 of the Agreement.





## 8. OWNER'S SEPARATE CONSULTANTS AND CONTRACTORS

**8.1 University's Separate Contractors and Separate Consultants.** University may retain Separate Contractors and Separate Consultants to perform portions of the Work per Section 5.4 of the Agreement. Contractor and its subcontractors will accommodate the Separate Contractors' storage of materials and equipment. Contractor will include University's Separate Contractors in scheduling, conflict resolution, and site safety programs. University's Separate Contractors will remain responsible and liable for all safety violations arising from their respective portions of the Work. Delays or cost impacts caused by Separate Contractors or Separate Consultants will be addressed by the PMT and either resolved through a PMT Bulletin or SMT Bulletin under Article 4 of the Agreement.

**8.2 Execution.** If the execution or result of any part of the Construction Work depends upon any portion of the work of a Separate Contractor, before execution of the Construction Work, Contractor and its subcontractors (as applicable) will inspect and promptly report to the PMT, in writing, any apparent discrepancies or defects in the Separate Contractor's work that renders it unsuitable for the proper execution of the Construction Work. Failure of the Contractor and its subcontractors (as applicable) to inspect and report deficiencies or defects constitutes an acceptance of the Separate Contractor's work as fit and proper to receive the subsequent Construction Work, except for defects that may develop in the Separate Contractor's work after completion of the Construction Work, which the Contractor or its subcontractors could not have reasonably discovered by inspection. Contractor will cooperate with University in resolution of any disputes or claims that may arise between Contractor and Separate Contractors. All disputes that are not resolved at the PMT or SMT level will be resolved in accordance with Article 15 of the Agreement.

## 9. CONSTRUCTION OPERATIONS

**9.1 QA/QC Plan.** As a condition precedent to commencing the Construction Stage, the Risk/Reward Team will meet with the PMT and develop a quality assurance and quality control plan ("QA/QC"). All Construction Work will be in compliance with the PMT approved QA/QC Plan, which will be incorporated into the Project Manual under Tab 6. The Contractor will keep quality control reports as required by the program certifying that the relevant areas of the Construction Work have been inspected, noting any non-conforming conditions, including any non-conforming conditions of work performed by Separate Contractors that Contractor or a Project Participant discovers.

**9.2 Crane and FAA Approval.** If required, Contractor will retain the appropriate federal aviation administration approvals for all crane activities. Contractor will be required to coordinate all crane activities with University and the University's emergency department.

**9.3 Loading Docks.** Contractor will be required to coordinate all construction activities in proximity to the loading docks as not to impede, disrupt or interfere with deliveries. Any required disruption must be approved by the PMT.

**9.4 Materials and Equipment.** Unless otherwise required by the Implementation Documents, all materials and equipment required under the Contract Documents will be new and of good quality. Once the Implementation Documents are approved, no substitutions will be accepted unless: (i) the specified materials or equipment have been discontinued; (ii) there is a



cost or time savings to the Project; (iii) Governmental Authority has rejected the use of certain specified materials or equipment; or (iv) the University and the Governmental Authority (if applicable) have approved the substitution through written approval. All substitutions must be approved by the PMT before they are incorporated into the Project. Materials and equipment will be furnished in ample quantities and procured in time to ensure uninterrupted progress of the Construction Work. All materials and equipment will be properly stored and protected as required by the Contract Documents.

**9.5 Shipment and Deliveries.** All shipments and deliveries will be scheduled and coordinated through the Contractor and in accordance with the Site Logistics Plan, the current approved Takt Plan, and Applicable Law. All delivered equipment and material must be marked with Contractor's name and project number, as well as the subcontractor's name and contract number. Deliveries must occur between the hours of 7 a.m. and 3 p.m. Monday through Friday. To the extent off hour deliveries are required, such deliveries must be coordinated with Contractor in advance. Delivery drivers must be met at a designated location by the responsible subcontractor. Driver must relocate vehicle immediately after offloading. All unmanned delivery vehicles or vehicles parked in loading zones will be towed. Before departing from the site, the vehicle tires must be cleaned to maintain clean roads.

**9.6 Storage of Materials and Equipment.** Contractor will maintain, or cause its subcontractors to maintain, all storage areas and will keep storage areas clean, safe and secure. To the greatest extent possible, all materials and equipment should be palletized and/or carted for ease of delivery and mobility on-site. Contractor will coordinate with its subcontractors to encourage just in time delivery.

**9.7 Surveying, Layout, and Staking.** Contractor will employ a licensed surveyor to locate and provide all line and grade staking and benchmarks and will preserve and protect all benchmarks and line and grade for horizontal and vertical control. Contractor will establish all required reference points and benchmarks at the site, and will establish building lines and elevations, check for building framing plumbness and levelness, and establish on building frame the required basic grid lines. Contractor and its subcontractors, working from the established benchmarks, will properly layout and establish all lines, levels, grades and locations for their respective portions of the Construction Work and are responsible for the accuracy and proper correlation of the data with the Implementation Documents and the Construction Work. Contractor and its subcontractors will be responsible for replacing any control points that are lost or destroyed. Any additional surveying or layout caused as a result of Contractor's or a Risk/Reward Trade Partners' failure to take the necessary precautions to protect the data is a Chargeable Cost. Additional surveying or layout caused as a result of a Standard Subcontractor's failure to take necessary precautions will be performed at the Standard Subcontractors own expense.

**9.8 Field Coordination.** Before starting each portion of the Construction Work, Contractor and its subcontractors (as applicable) will: (i) review and compare the various Implementation Documents relative to that portion of the Construction Work, as well as the information furnished by other Project Participants and Separate Contractors that may affect proper installation of the Construction Work; (ii) field measure existing conditions related to that portion of the Construction Work; and (iii) observe any conditions at the site directly affecting that portion of the Construction Work.



**9.9 Cutting and Patching.** Contractor and its subcontractors will be responsible for all cutting, fitting or patching required for completion of their respective portion of the Construction Work or to make its parts fit together properly. All cutting and patching will be coordinated through the Contractor. The subcontractor responsible for cutting and patching will not damage or endanger a portion of the Construction Work, or fully or partially completed Construction Work, by cutting, patching or otherwise altering the construction. Contractor and its subcontractors will not cut or otherwise alter the construction by Separate Contractors except with written consent of the PMT.

**9.10 Use of Equipment or System.** Contractor and its subcontractors may use equipment or systems prior to Substantial Completion; however, all such equipment or systems will be cleaned and restored to prime condition before University's final acceptance. Temporary use of equipment or systems will not trigger commencement of the warranty period.

## **10. SOILS**

**10.1 Investigation.** Contractor and its relevant subcontractors are responsible for reviewing the geotechnical report and correlating observations at the Project site as part of the Joint Site Investigation under Section 3, and include all such matters in the Target Cost other than Unforeseen and Differing Site Conditions. To the extent additional testing is needed, Contractor will provide notice to the PMT.

## **11. EXCAVATION AND GROUND DISTURBANCE**

**11.1 Before Excavation.** Before excavation or performance of any ground disturbance work, Contractor will hold an on-site pre-activity meeting with University and subcontractors to discuss subcontractor's ground disturbance work plan and expectations. University's ground disturbance approval process includes public location of utilities, which automatically triggers University's private locate process, as well as clearing and grubbing, excavation, grading, trenching, pile work, sheeting, shoring, soil nails, and other similar work. Contractor's superintendent will lead a pre-walk with all members of the responsible subcontractor's crew before ground disturbance to discuss the anticipated utilities to be encountered, excavation procedures, and other steps in the ground disturbance work plan. All attendees will sign the ground disturbance work plan after the pre-walk. The ground disturbance work plan will be submitted to the PMT for review and approval before commencement of excavation. (See also Article 12 re Utilities.)

**11.2 Permits.** Contractor and its subcontractors will provide all notices and retain all permits as may be required under Applicable Law before commencing ground disturbance, excavation, or utility Construction Work.

**11.3 Temporary Work or Falsework.** Contractor and its subcontractors will comply with all Applicable Law and OSHA requirements governing adequate sheeting, shoring, and bracing, falsework, or equivalent method, for the protection of life or limb. Contractor and its subcontractors must provide a detailed plan showing the design of any shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or for any temporary work. Drawings must include elevation and plan views that include:



- 11.3.1 Excavation lengths, depths, and widths
- 11.3.2 Excavation shoring, sloping, or benching
- 11.3.3 Spoils locations (minimum two feet from the excavation ledge)
- 11.3.4 Utilities, vaults, manholes, or other structures to be installed
- 11.3.5 Station marks or other positive identification of the excavation boundaries
- 11.3.6 Known utilities per the Project's utility as-built drawings, and utilities located by potholing or locator; and
- 11.3.7 Adjacent structures or encumbrances (e.g., telephone poles)

To the extent temporary work is required, the plan will be prepared by a registered civil or structural engineer.

## 12. UTILITIES

**12.1 Contractor's Responsibilities.** Contractor will be responsible for planning, directing, supervising, and managing its subcontractors' timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site. Contractor and its subcontractors must comply with all notice requirements, Applicable Law, and OSHA requirements before commencing utility work. Before digging, Contractor and its subcontractors will call 811 to locate public utilities. Contractor and its subcontractors are expected to understand the location and depths of the utilities and request a map, if available. Contractor and its subcontractors will exercise care when digging. If Contractor discovers utility facilities not identified by the University in the University provided information, it will immediately notify the PMT and utility in writing. The public utility, where they are the owner, will have the sole discretion to perform repairs or relocation work or permit Contractor to do repairs or relocation work at a reasonable price. University has Separate Contractors performing certain utility work for which Contractor is not responsible.

**12.1.1** Contractor and its subcontractors will pothole every known utility if a ground disturbance operation crosses a utility, or excavate by hand or by vacuum truck when the operation is within 3'-0" horizontally or 3'-0" vertically of a utility.

**12.1.2** Pothole every known utility that runs parallel to a trench when the locate marks are within 3'-0". Several potholes may be required.

**12.1.3** Risk/Reward Trade Partners and Standard Subcontractors must notify the Contractor when a utility is exposed. If a subcontractor strikes a utility, the responsible subcontractor must immediately shut down the operation, contact the utility company, and report the incident to the PMT.

**12.1.4** Before backfilling a utility, Contractor and its subcontractors will update the as-built drawings with all located utilities, pothole location information, and any survey information. Abandoned utilities must also be documented on the as-built drawings. The PMT



will be notified of any discrepancies. While backfilling a utility, Contractor and its subcontractors must provide adequate identification as may be required by Applicable Law.

**12.2 Interruptions.** Contractor must provide 10 business days' written notice to the PMT and receive PMT approval before interrupting any utility service at the Project, and all emergency power, etc., must be in place before disruption of service.

**12.3 Inspection Fees for Permanent Utilities.** All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation will be paid for by the University outside of the Target Cost.

### **13. UNFORESEEN AND DIFFERING SITE CONDITIONS**

**13.1 Notification and Investigation.** Risk/Reward Trade Partners and Standard Subcontractors must immediately notify the Contractor after discovering an Unforeseen and Differing Site Condition and before the condition is disturbed. Contractor likewise must immediately notify the PMT in writing after discovering an Unforeseen and Differing Site Condition and before the condition is disturbed. The PMT will arrange for prompt investigation and documentation of the condition. Contractor and its subcontractors may proceed with the Construction Work after investigation. Contractor or Architect may submit a COR if the condition impacts cost or time per Article 11 of the Agreement.

### **14. HAZARDOUS MATERIALS**

**14.1 Pre-Existing Hazardous Materials.** University is owner and generator of, and is responsible for, Hazardous Materials existing at the Project site before commencement of the Construction Work and will either separately contract for the remediation of pre-existing Hazardous Materials or request that Contractor perform the remediation work. To the extent that Contractor and its subcontractors perform the remediation work, Contractor and its subcontractors will comply with all Applicable Law and will be fully responsible for exacerbation of any pre-existing Hazardous Materials discovered at or near the site, including without limitation any release or discharge of any previously contained Hazardous Materials. The University will execute all waste manifests for pre-existing Hazardous Materials.

**14.2 Design and Construction.** Architect and its consultants, and Design-Build Trades will not specify any known Hazardous Material except for commonly used construction materials for which there is no reasonable substitute. Contractor and its subcontractors will not cause or permit any Hazardous Materials to be generated, released, disposed, discharged, or brought onto or stored at the Project site or used in the Construction Work unless specified and only if there is not a reasonable substitute for the specified material. All environmental permits and surveys necessary for the performance of the Construction Work will be obtained by the University. Unless specifically required by the Implementation Documents, or reasonably required by the construction process, Contractor and its subcontractors may not use or introduce to the Project site, or incorporate into the Project any Hazardous Materials. If Hazardous Materials are specifically required by the Implementation Documents, the Contractor and its subcontractors will take all necessary precautions to protect workers and the public from deleterious exposure to the Hazardous Materials and will properly and lawfully dispose of any residual Hazardous Materials.



**14.2.1 Storage of Hazardous Materials.** When the use or storage of Hazardous Materials is necessary for the performance of the Construction Work, Contractor and its subcontractors will exercise the utmost care under the supervision of properly qualified personnel, and in accordance with all Applicable Laws. Liquids must be stored away from storm drains and any body of water, must be in properly labeled tanks, and have secondary containment to contain any spills or leaks.

**14.2.2 Disposal of Hazardous Materials.** Hazardous Materials may not be disposed of on or at the Project site. Contractor and its subcontractors represent and warrant that any facility to which hazardous wastes may be moved is in compliance with any Applicable Law and that the facility is suitable to receive and/or dispose of, and may lawfully receive and/or dispose of the Hazardous Material.

**14.3 Discovery, Reporting, and Verification.** Upon discovery of any Hazardous Material, Contractor and its subcontractors will immediately stop all Construction Work in the area if necessary and Contractor will notify the PMT and any necessary authorities. Promptly after providing notice, the PMT will meet together and with the appropriate authorities and determine whether portions of the Construction Work may proceed. Services of a licensed laboratory will be retained to verify the presence or absence of the Hazardous Material and to verify when the Hazardous Material has been rendered harmless. If the Hazardous Material is deemed an Unforeseen and Differing Site Condition, the Target Cost and Contract Time may be adjusted per Article 11 of the Agreement. If the Hazardous Material was specified all costs associated with the services rendered by the licensed laboratory and any remedial cleanup work performed by the Contractor or a Risk/Reward Trade Partner will be a Chargeable Cost. If the Hazardous Material was not specified and brought on the site by a Standard Subcontractor, the responsible party will bear all costs associated with the services rendered by the licensed laboratory and any remedial clean-up work. If the responsible party is a Risk/Reward Team Member, the cost of the licensed laboratory and remedial work will be a Chargeable Cost. The provisions set forth in this paragraph do not impact the defense and indemnification obligations of the Parties as set forth in Section 12.4 of the Agreement.

**14.3.1 Notification of Suspected Hazardous Material.** Contractor will immediately notify the PMT, in writing, if it or any of its subcontractors discovers any substance or material which reasonably could be a Hazardous Material in, on, or under the Project premises or migrating from any adjacent property, even if that substance or material would have no impact on the Construction Work.

## **15. TESTING AND INSPECTIONS AND NON-CONFORMING CONSTRUCTION WORK**

**15.1 Notice and Preparation for Inspections.** Tests, inspections and approvals of portions of the Construction Work required by the Contract Documents, or bylaws, ordinances, rules, regulations or orders of Governmental Authorities are included in the Construction Work and will be coordinated by subcontractors through the Contractor. When portions of the Project are ready for third-party inspection, subcontractor will notify Contractor who will make arrangements for tests, inspections and approvals with an independent testing laboratory or entity acceptable to the PMT or with the appropriate Governmental Authority. The Contractor will provide the PMT and Governmental Authority not less than 48 hours' notice of when and where tests and inspections are to be made so that the appropriate parties may be present for the procedures. Contractor and its subcontractors will provide any labor necessary to make the



Construction Work ready for inspection, including labor necessary to uncover and re-cover any Construction Work.

**15.2 Cost of Inspections.** The cost of inspections is included in the University's building permit, which is paid by the University. Third party testing for state electrical and state elevator is also paid for by the University. If reinspection is required of Contractor or a Risk/Reward Trade Partner for the Construction Work, the cost of the reinspection is a Chargeable Cost. However, Standard Subcontractors will bear all costs associated with re-inspection and additional testing if the re-inspection or additional testing is caused by the negligence of the Standard Subcontractor or because the Construction Work was not ready for inspection.

**15.3 Covered Work Before Inspection.** If a portion of the Construction Work is covered before inspection by the proper Governmental Authorities specifically expressed in the Contract Documents, it will be uncovered for inspection and examination by the required Governmental Authorities, and be replaced without change in the Target Cost or Contract Time.

**15.4 Test and Inspection Logs.** Contractor will maintain an on-site inspection log that is accessible by the PMT, Project Participants, and Governmental Authorities. The log will document all tests and inspections performed at the Project during the Construction Stage and will be available at the Project office and on the web-based portal.

**15.5 Rejection of Work.** The PMT will reject Construction Work that is not in conformance with the Contract Documents.

**15.6 Additional Testing.** If the PMT, SMT, or Governmental Authority require additional testing, Contractor in coordination with the appropriate subcontractor(s) will make the necessary arrangements and provide notice to the PMT and Governmental Authority of when and where the additional testing will occur. Notice will be in accordance with Section 15.1. All costs associated with additional testing will be in accordance with Section 15.2.

**15.7 Cost of Correction.** Non-conforming Construction Work must be promptly corrected, repaired, or replaced. Correction of non-conforming Construction Work that was performed or installed by a Standard Subcontractor will be remedied at the Standard Subcontractor's own expense. If not promptly corrected, repaired, or replaced, the University or Contractor may correct the non-conforming Construction Work and back-charge the Standard Subcontractor. Correction of non-conforming Construction Work before Final Completion that was performed or installed by Contractor or a Risk/Reward Trade Partner may be a Chargeable Cost, subject to Section 7.7.2 of the Agreement, and will be included in the Final Actual Cost.

**15.8 No Waiver.** Neither University's failure to note non-conforming Construction Work before Final Completion, nor making final payment under the Agreement will waive any claim by University for correction of non-conforming Construction Work.

## **16. SUBSTANTIAL AND FINAL COMPLETION**

**16.1 Certificate of Substantial Completion.** When the Contractor believes that the Project, or a sub-project phase, has achieved Substantial Completion, it will notify the PMT who will review the entire Project or the portions of the Construction Work performed in the sub-



project phase, as applicable. If the applicable Governmental Authority approves occupancy of the Project, or partial occupancy for a sub-project phase, and the PMT finds that Substantial Completion has been achieved, the PMT will issue a certificate of Substantial Completion. If the Project or a sub-project phase (as applicable) has not achieved Substantial Completion, the PMT will provide the Contractor with a list of items that must be completed, repaired, or replaced ("punch list") before Substantial Completion, which the Contractor will transmit to the relevant subcontractors. Upon completion of the punch list, the Contractor will notify the PMT that the Project or the sub-project phase is ready for re-inspection. Unless otherwise agreed, the certificate of Substantial Completion establishes the date when responsibility for security, maintenance, heat, utilities, and damage for that portion of the Construction Work transfers from Contractor to University.

**16.1.1 Partial Use and Occupancy.** Upon 3 business days' written notice to the PMT, and provided that the Governmental Authorities have deemed a sub-project phase fit for legal use and occupancy and Substantial Completion is attained, the University may occupy or otherwise make use of all or any part of that sub-project phase's space or equipment. The PMT will issue a certificate of beneficial occupancy describing those portions of the sub-project phase deemed fit for legal occupancy by the Governmental Authorities and establishing the date for when the risk of damage for that portion of the Construction Work is transferred to the University

## **16.2 Final Inspection and Acceptance.**

**16.2.1 Final Inspection and University Occupancy of a Sub-Project Phase.** Before the University uses and occupies a sub-project phase, the PMT will review all Construction Work contained within the sub-project phase and prepare a list of any items that need to be completed, repaired, or replaced ("punch list"). Correction of all sub-project phase punch list items to the PMT's and Governmental Authority's satisfaction is a condition precedent to Final Completion of a sub-project phase.

**16.2.2 Final Completion and University Occupancy of the Project.** When Contractor believes the Project has achieved Final Completion, Contractor will request that the PMT review the entire Project and prepare a list of items that require completion, repair, or replacement ("Final Punch List"). Any Final Punch List items for previously completed and occupied sub-project phases will be corrected under the warranty provisions of the Agreement. Correction of all Final Punch List items to the PMT's and Governmental Authority's satisfaction is a condition precedent to Final Completion of the Project and final payment. When the PMT and Governmental Authority has determined that Project Final Completion has occurred, it will recommend that the SMT issue a certificate of Final Completion.

## **17. SAFETY PRECAUTIONS AND PROGRAMS**

**17.1 Responsibility.** Contractor is the controlling employer at the site and responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Construction Work pursuant to federal OSHA requirements and 230 Neb. Administrative Code, Ch 6, §007 OSHA/MSHA standards. This requirement applies continuously and is not limited to normal working hours. Contractor must take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury, or loss to:





**17.1.1** Personnel performing Construction Work and other persons who may be affected by the Construction Work;

**17.1.2** Materials and equipment to be incorporated into the Project, whether stored on-site or off-site and whether or not under the care, custody, or control of the Contractor or its subcontractors; and

**17.1.3** Other property at or adjacent to the site, such as structures and utilities, not designated for removal, relocation, or replacement in the course of construction.

**17.2 Safety Program and Safety Manager.** Contractor's written Site-Specific Safety and Health Program is included in the Project Manual under Tab 7. Contractor will designate a director of safety. The director of safety will be responsible for conducting regular site safety meetings for all Project Participants and for monitoring compliance with the safety program.

**17.3 Safety Notices.** Contractor will give notices and comply with Applicable Laws, ordinances, rules, regulations, and lawful orders of Governmental Authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

**17.4 Safety Data Sheets.** Subcontractors must submit all Safety Data Sheets ("SDS") to Contractor. Contractor will maintain on-site all SDS for material or products brought to the Project site that are regulated under Title 29, Code of Federal Regulations, Part 1910, as amended, or any other Applicable Law regulating material or products. Contractor and its subcontractors will identify and report any compound that appears on the list in the following manner: All SDS must be kept on file by the Contractor at the site, with a regularly updated list of SDS copied to the PMT. The SDS must contain all information required by Title 29 or any other Applicable Law; all hazardous compounds must be clearly labeled as to content, with appropriate warnings noted, and name and address of the manufacturer listed; and all employees using these compounds must be trained in protective handling and potential hazards.

**17.5 Signage, Barriers, and Warnings.** Contractor will erect and maintain, as required by existing conditions and performance of the Construction Work, all necessary barricades and signage for safety and protection and will notify owners and users of adjacent sites and utilities.

**17.6 Daily Jobsite Walks.** Contractor's safety manager will conduct daily jobsite inspections to verify that the Construction Work is being performed in a safe and workmanlike manner and in accordance with the Contractor's Site-Specific Safety and Health Program (See Project Manual, Tab 7) Contractor will provide written notice to its subcontractors demanding immediate correction of any known safety violation. The PMT and Project Advisor must be copied on all safety notices. If a Separate Contractor is violating safety protocol, Contractor will immediately notify the Separate Contractor, University, and the Project Advisor.

**17.7 Weekly Safety Meetings.** Risk/Reward Trade Partners and Standard Subcontractors are required to hold a "toolbox" safety meeting at least once weekly and make a record of the meeting. Risk/Reward Trade Partners and Standard Subcontractors must transmit a copy of the agenda and meeting notes to Contractor for review and filing in subcontractor's safety file. An attendance sheet of employees who attended the safety meeting must be



included with the meeting notes. In addition, all subcontractors must attend on-site job wide safety meetings at time(s) and date(s) as determined by Contractor. Risk/Reward Trade Partners and Standard Subcontractors may request additional safety meetings, as necessary.

**17.8 Job Hazard Analysis (JHA) / Activity Hazard Analysis (AHA).** All subcontractors will create a JHA for every operation performed at the jobsite addressing safety. JHA / AHA must address ground disturbance work including, clearing and grubbing, excavation, grading, trenching, pile work, soil nails, and other similar work. Notice must be provided pursuant to Nebraska Revised Statute 76-2321 et. seq. before commencement of all excavation work. The JHA / AHA will be turned into Contractor for review. Contractor will compile JHA / AHA reports and submit to the PMT for approval. (See also Article 11 and Site-Specific Safety and Health Program, Project Manual Tab 7)

**17.9 Hot Work.** For burning and hot work, including welding, brazing, torch-cutting, and grinding, Contractor will require subcontractors' strict adherence to the applicable OSHA standards and local fire codes. Burn/hot work permits are mandatory for burning and hot work operations in existing buildings and attaching to existing infrastructure. Burn/hot work permits must be displayed at all times at the location of the operation. One fully charged fire extinguisher, of the size and class required for the operation, must be present during the operation and dedicated solely to the operation. Full-time dedicated fire-watch is mandatory for all burning and hot work operations. The subcontractor performing the operation is responsible for providing the necessary fire extinguisher. (See also Site-Specific Safety and Health Program, Project Manual Tab 7 for Contractor managed hot work)

**17.10 Fall Protection** Contractor and its subcontractors must have a fall protection program in place for all Construction Work occurring with fall exposure of 6'-0" or greater. Proper leading edge/sharp edge rated fall protection must be used for all activities working on or around a leading edge or sharp edge.

**17.11 Emergencies.** In an emergency affecting safety of persons or property, the Contractor or its subcontractors may act, at Contractor's discretion, to prevent or mitigate threatened damage, injury, or loss. Any additional compensation or extension of Contract Time claimed by Contractor on account of an emergency may be submitted as a COR per Article 11 of the Agreement.

**17.12 Accidents and Reporting.** Subcontractors must immediately report all accidents to Contractor. Contractor will promptly report, in writing to the PMT, all accidents arising out of, or in connection with, the Construction Work that result in death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident must be reported immediately by telephone first to all applicable Governmental Authorities before reporting to the Contractor or the PMT.

**17.13 Fines and Penalties.** Contractor is responsible for the payment of all fines levied against it or against University arising from or related to violation of safety rules, regulations or statutes except for safety violations arising from University's Separate Contractors' work. These fines and penalties are not Chargeable Costs under the Agreement, unless approved by the PMT. Contractor may seek reimbursement from the responsible subcontractor(s).



**17.14 Required Training.** Contractor will lead a site safety training. However, Project Participants are each responsible for requiring their respective employees, subcontractors, suppliers, and consultants to be trained in the interim life safety measures, infection control procedures, and all applicable requirements regarding confined spaces per OSHA Standards for confined spaces (29 CFR section 1910.146, as amended), lockout/tagout procedures per OSHA Standards for control of hazardous energy (29 CFR section 1910.147, as amended), and any applicable Nebraska state and local safety requirements. (See Site-Specific Safety and Health Program, Project Manual, Tab 7)

**17.14.1** All Project Participants must attend Site-Specific Safety Training (safety and security training) for this Project before commencing Work or receiving access to the Project site. Project Participants should plan on a 1–2-hour commitment for each employee for the safety training. The safety training will cover various topics, including: (i) orientation to the Project site and safety policies, (ii) orientation to basic rules of conduct for on-site operations, (iii) job hazard analysis (JHA) / activity hazard analysis (AHA) and incident prevention procedures, (iv) incident reporting procedures, (v) review of prohibited items, (vi) zero-tolerance harassment policy, and (vii) other pertinent safety topics. Upon completion of the safety training, all Project Participants will receive a hard hat safety sticker and name sticker that must be kept on their hard hat and readily visible at all times. Contractor uses these stickers to identify an individual in the event of an incident, to identify the need for special medical conditions and to locate emergency contacts. Failure to obtain or display these hard hat stickers may be grounds for immediate removal from the Project.

**17.15 Construction Risk Assessment.** For activities that will impact University's standard business operations, Contractor and its subcontractors must attend a Construction Risk Assessment (CRA). While led by the University, the Contractor may be required to provide detailed information regarding the planned work to include, but not be limited to limits of construction, responsibility of subcontractors, anticipated schedule, work to be performed, utility shut downs, adjustments to fire barriers, interim life safety measures, and air quality provisions. The CRA will need to be scheduled no less than 10 business days before the anticipated commencement of the Construction Work.

**17.15.1** Indoor Air Quality. Contractor will provide adequate ventilation and maintain acceptable indoor air quality through-out the Construction Work in order to help sustain the comfort and well-being of construction workers and provide proper site environmental conditions for materials installation. Adequate ventilation means air circulation and air changes as required to cure materials, dissipate humidity, and prevent accumulation of dust, fumes, mold, vapors, or gases. Indoor air quality of a space refers to the relative quality of air in the building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed. Contractor will isolate areas of Construction Work as required to prevent contamination of clean or occupied areas and will use pressure differentials to prevent contaminated air from entering clean spaces. Contractor will submit an indoor air quality management plan to the PMT that includes best practices for indoor air quality and complies with Applicable Law and applicable ASHRAE and SMACNA standards. No permanent equipment will be used before Substantial Completion to achieve indoor air quality unless approved in writing by the PMT. If permanent equipment is used upon approval, all air filters must be replaced before occupancy. (See Indoor Air Quality, Project Manual Tab 15)



**17.15.2** Interim Life Safety Measures ("ILSM"). Contractor will implement all administrative actions required by the ILSM for Construction Work being performed in or adjacent to all construction areas and throughout buildings with existing life safety code deficiencies. ILSM procedures apply to all personnel (including construction workers) and must be continuously enforced during construction. The ILSMS are intended to provide a level of life-safety through Final Completion that is comparable to that described in the applicable chapters of the NFPA. Each ILSM action must be documented by Contractor through written policies and procedures and the ILSM must maintain an ILSM daily monitoring form on-site for inspection by Contractor's safety manager and any Governmental Authorities having jurisdiction over the Project. (See ILSM, Project Manual Tab 16)

## **18. PROTECTION OF SITE AND ADJACENT PROPERTIES**

**18.1 Campus Protection.** While performing services on campus, Project Participants will take precautions to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to activities within the scope of this Agreement. Architect or Contractor (as applicable) and their respective subcontractors and consultants are responsible for, and will carry out, any repairs for which they are liable as a result of performance of the Work.

**18.2 Adjacent Properties.** Contractor will give 10 business days' written notice to the PMT before breaking ground, as well as any other persons having interests on or near the site, adjacent property owners, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by construction operations, so they may remove any obstruction that they are responsible for and have a representative on-site to see that their property is properly protected. The University is responsible for communicating with adjacent neighbors. (See also Article 12 regarding utilities).

**18.3 Repair of Damaged Property.** If damage to persons or property occur as a result of the Construction Work, Contractor will be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired, and an action plan for repair of the damaged property. All documentation will be transmitted to the PMT for review and approval of the repair.

**18.4 Barriers and Warnings.** Contractor and its subcontractors understand that this is an operating campus. Contractor will provide barriers and signs to prevent unauthorized entry to construction areas, to allow for University's safe use of the Project premises and campus, and to protect existing facilities and adjacent properties from damage from construction operations. Subcontractors must provide warnings, barriers, and protection for their own respective Construction Work.

**18.5 Water Precautions.** Contractor will grade the Project site as required by the civil design included in the Implementation Documents. During construction, the Contractor will maintain all trenches and excavated areas free from water accumulation and will provide the necessary barriers to protect the Project site from ponding, running water, and soil erosion. Contractor will provide for increased drainage of storm water and any water that may be applied or discharged on the Project site during performance of the Construction Work. All drainage facilities will be adequate to prevent damage to the Construction Work, Project site, and



adjacent property. Contractor will construct dikes, if necessary, to divert any increased runoff from entering adjacent property (except in natural channels), to protect University's facilities and the Construction Work, and to direct water to drainage channels or conduits. Contractor will provide ponding as necessary to prevent downstream flooding.

**18.5.1** If dewatering of excavations is required, Contractor will obtain the necessary permits from local Governmental Authorities for discharge of the dewatering effluent. Contractor will be responsible for assuring that water quality of the discharge meets the appropriate permit requirements before discharge.

**18.6 Erosion Control.** If applicable to the Construction Work, Contractor will collaborate with the civil engineer during the design process to develop an erosion control plan that is consistent with Storm Water Pollution Prevention Plan ("SWPPP") requirements to prevent soil erosion at the Project site and adjacent property resulting from construction operations. Effective measures will be initiated before commencement of clearing, grading, excavation, or other operations that will disturb the natural protection. (See Storm Water Pollution Prevention Plan, Project Manual Tab 14)

**18.6.1** Erosion and sedimentation control practices will include installation of silt fences, straw wattle, soil stabilization, re-vegetation, and runoff control to limit increases in sediment in storm water runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geo-fabrics, drainage swales, and sand bag dikes.

**18.6.2** The Construction Work will be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation will be preserved to the greatest extent practicable. Temporary storage and construction buildings will be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover will be provided as necessary to control runoff.

**18.6.3** Pollution Control. If applicable to the scope of Work, Contractor will prepare a pollution control plan that meets the requirements of Nebraska state to prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances and/or soil erosion during construction operations.

(a) No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible best management practices will be taken to prevent unauthorized materials from entering into any drain or watercourse.

**18.7 Traffic Control.** Contractor will prepare a traffic control plan in accordance with the Applicable Law and in coordination with the Site Logistics Plan (See Site Logistics Plan and Traffic Control Plan, Project Manual Tabs 12 and 13).

**18.7.1** Traffic control will include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flagmen to direct vehicular traffic through the construction areas. No material or equipment will be stored or parked where it will interfere with the free and safe passage of campus or public traffic.



**18.7.2** All traffic associated with construction operations including, without limitation, delivery and mail trucks, will enter through the construction site access gate. Contractor will provide signs directing construction and delivery traffic to this gate and will take all necessary steps to minimize inconvenience to the University and the general public throughout the construction process. No driveways or private roads will be blocked without notifying the property owner, and access must be restored during all non-working hours.

**18.7.3** Safe access must be maintained for pedestrian traffic throughout any public work area at all times.

**18.7.4** At least one lane of traffic in each direction on roads used on the Project must be kept open at all times unless prior approval is provided by the PMT and any affected Governmental Authorities. No roads will be blocked or made inaccessible without prior consent of the PMT and the affected Governmental Authorities. Under no circumstances will Contractor block or obstruct fire lanes.

**18.8 Fire Protection.** Contractor is responsible for ensuring that all employees and subcontractors comply with fire protection precautions as further described in the Site-Specific Safety and Health Program:

**18.8.1** All employees will be trained in the proper type and use of fire extinguishers.

**18.8.2** Emergency phone numbers will be posted at designated locations and personnel entrances.

**18.8.3** Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, explosive storage areas, and small stationary engine sites will be cleared of all flammable materials.

**18.8.4** All spark producing operation will require the use of fire extinguishing equipment rated not less than 2A-20B:C.

**18.8.5** Open fires will not be permitted barring a hot work permit.

**18.8.6** Use of gas or diesel powered tools and equipment in enclosed spaces must be avoided at all times. Exceptions may be made only if the use of the power tool(s) and/or equipment is determined necessary by and is authorized by the PMT. In the case of such exceptions, measures will be taken to ensure adequate ventilation to prevent build-up of exhaust fumes and fuel vapors. All gasoline and diesel powered equipment adjacent to, or inside a building or structure will have a fire extinguisher rated not less than 2A-20B:C available for use.

**18.8.7** The travel distance from any point of hot work to the nearest fire extinguisher will not exceed 75 feet. All hot work will require a full time fire watch person whose sole duty is fire watch. The fire watch person will have a 2A-20B:C extinguisher at their location and immediately ready for use. (See also Section 17.9).



**18.8.8** When clearing and grubbing operations are in process, a water truck with operator will be onsite for fire suppression should it be needed.

## **19. TEMPORARY FACILITIES**

**19.1 Temporary Electricity.** Contractor will provide and maintain temporary electrical power at the Project site for construction purposes. In certain situations, permanent power may be available through the University, but Contractor must provide all necessary wiring and appurtenances for connection to University's system and meter all connections to University's system to determine usage rates. For smaller loads, such as test equipment, work area lighting, and small hand tools, Contractor may use University's electrical circuits following PMT approval.

**19.2 Temporary Communications.** Contractor will provide and maintain applicable communications and data service connections for field offices.

**19.3 Temporary Water.** Contractor will provide and maintain all required potable water for construction field personnel, as well as water required for, and in connection with, the construction operations such as dust control.

**19.4 Temporary Fences.** Contractor will provide all necessary temporary fencing and gates required for the Project site. Temporary fencing will be subject to restrictions in any use permit. Contractor will maintain all fences through Substantial Completion of the Project. Gates are to remain closed and locked during off-hours.

**19.5 Temporary Sanitary Facilities.** Contractor will provide and maintain all required temporary toilets and sinks for use of design and construction personnel and field labor through Final Completion of the Project. The PMT will direct personnel to use temporary sanitary facilities rather than University's facilities. All temporary sanitary facilities will comply with the Department of Public Health standards.

**19.6 Construction Equipment and Aids.** Contractor will furnish, install, maintain, and operate all construction equipment required by the performance of the Construction Work. Construction aids include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of design or construction personnel or the public are in progress, Contractor will enclose the area of activity to contain the dust, over-spray, or other hazard.

**19.7 Removal of Temporary Facilities and Equipment.** Contractor will remove all temporary utilities, equipment, facilities, and materials before final inspection of the Project and clean and repair any damage caused by installation or use of temporary work restoring existing facilities to their original conditions.

**19.8 Scaffolding and Hoisting.** Contractor and its subcontractors will provide all bracing, hoisting, cranes, rigging, forklifts, ladders, scaffolding and other equipment necessary for the performance of the Construction Work. This will include flagmen and all necessary safety precautions. (See also Article 11.3)



**19.8.1** Contractor must prepare, for review only, engineered hoisting plans showing hoist locations, pad specifications matching existing slab-on-grade, out-rigger loads, pick points, boom swing, setting points and crane limits. Any changes from the hoisting plan are to be brought to the PMT's attention in writing before performing the Construction Work.

**19.8.2** Contractor will coordinate the hoisted loads to avoid overload of the structure. Pre-sort deck and split truck deliveries as needed to accommodate erector's hoisting schedule.

## **20. CLEANING UP AND RECYCLING**

**20.1 General.** Contractor and its subcontractors will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the Construction Work. Contractor and its subcontractors are responsible for dumpsters and off-haul of debris. Off-haul will be performed as often as necessary to maintain site cleanliness.

**20.2 Dust Control.** Throughout construction operations, Contractor and its subcontractors will provide dust control and clean-up associated with the Construction Work and will coordinate these activities with direct and indirect work areas.

**20.3 Material Recycling.** Contractor and its subcontractors will endeavor to reduce the amount of waste material generated during construction operations. Construction waste that is unavoidably generated will be segregated into recyclable and non-recyclable materials. Recyclable materials will preferably be reused during construction of the Project, but if Project reuse is not practical, will be recycled rather than being transported to a landfill.

**20.4 Final Clean-Up.** At completion of the Construction Work, Contractor and its subcontractors are responsible for removing waste materials, rubbish, construction tools and equipment, machinery and surplus materials from and about the Project. If the Contractor or its subcontractors fail to clean up as provided in the Contract Documents, the University may do so. If Contractor or a Risk/Reward Trade Partner is responsible for the clean-up, the expense will be a Chargeable Cost without increase to the Target Cost. To the extent Standard Subcontractors are responsible for costs associated with clean-up, Contractor will back-charge the responsible parties.

## **21. MISCELLANEOUS PROVISIONS**

**21.1 Taxpayer Transparency Act and Public Records.** 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 is the sole responsibility of Project Participant (a) to notify the 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, Project Participants (as applicable) agree to defend any challenge to such redactions at their own expense. A Project Participants failure to request redactions to any contracts and documents released by University constitutes a complete waiver of any and all claims for damages caused by any such release.





**21.1.1** 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 or any Project Participants 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 is the sole responsibility of the Project Participant (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, the applicable Project Participant agrees to defend any challenge to such requested redactions at its own expense. 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.

**21.2 Compliance With Anti-Corruption Laws.** All Project Participants (including their respective subsidiaries and affiliates and any directors, officers and employees of each such entity) each represent and warrant that they have each complied, and will continue to comply, with all applicable anti-corruption laws in connection with their respective portions of the Work under this Agreement and their respective contracts.

**21.3 Anti-Kickback.** Contractor and its subcontractors will comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that Contractor and subcontractors will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

**21.4 Clean Air and Pollution Control Acts.** All Project Participants will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) and 42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33U.S.C. 1251 et. seq.), Executive Order 11738, and the Environmental Protection Agency Regulations (40 CFR part 15). Violations will be reported to the Agency and the Regional Office of the EPA. To the extent Nebraska law is more restrictive, the Project Participants will comply with Nebraska state law.



**EXHIBIT 3 – PROJECT SCOPE**

Exhibit 3A	Program Statement
Exhibit 3B	Validation Report (By Amendment)
Exhibit 3C	Milestone Dates
Exhibit 3D	Added Value Incentive Items (By Amendment)
Exhibit 3E	Implementation Documents (By Amendment)
Exhibit 3F	Conditions of Satisfaction (By Amendment)



**EXHIBIT 3A PROGRAM STATEMENT**

See attached.



# Program Statement

Project Name: Project NExT Phase 1- Project Health | Building the Healthiest Nebraska  
Campus: University of Nebraska Medical Center  
Date: June 26, 2024  
Prepared by: UNMC | Nebraska Medicine Facilities Management & Planning, HDR Architecture, and Kiewit Building Group  
Campus Project No: P-24155

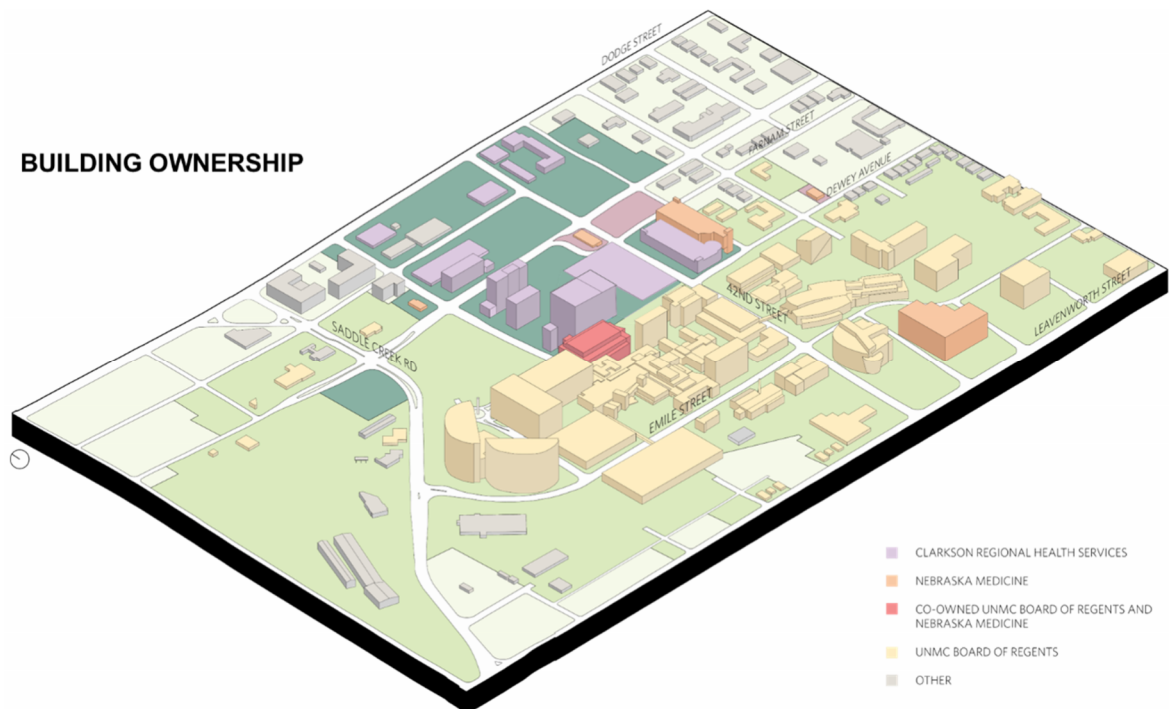
## 1. Introduction

### A. Background and history

The University of Nebraska Medical Center’s (UNMC), with its clinical partner, Nebraska Medicine, mission is to lead the world in transforming lives and communities through premier educational programs, innovative research, and extraordinary patient care. In pursuit of this mission, we are embarking on a transformational project that aims to improve the capacity to address the current and future healthcare needs of Nebraska and the surrounding regions we serves.

UNMC | Nebraska Medicine continues to experience a highly successful integrated partnership, centered on their shared mission, vision, and values. The institutions share interlocking board governance and leadership model. The shared Medical Center brand brings further unity and understanding for the relationship and mission. The two institutions remain financially interdependent and are highly aligned in financial strategy. On the shared campus, the physical plant and infrastructure, as well as operational services are shared and aim to drive effectiveness and efficiency. The institutions further integrate with strategic planning and master facility planning efforts.

Nebraska Medicine Midtown Campus current land, buildings and operations are shared by NU BOR, TNMC & CRHS



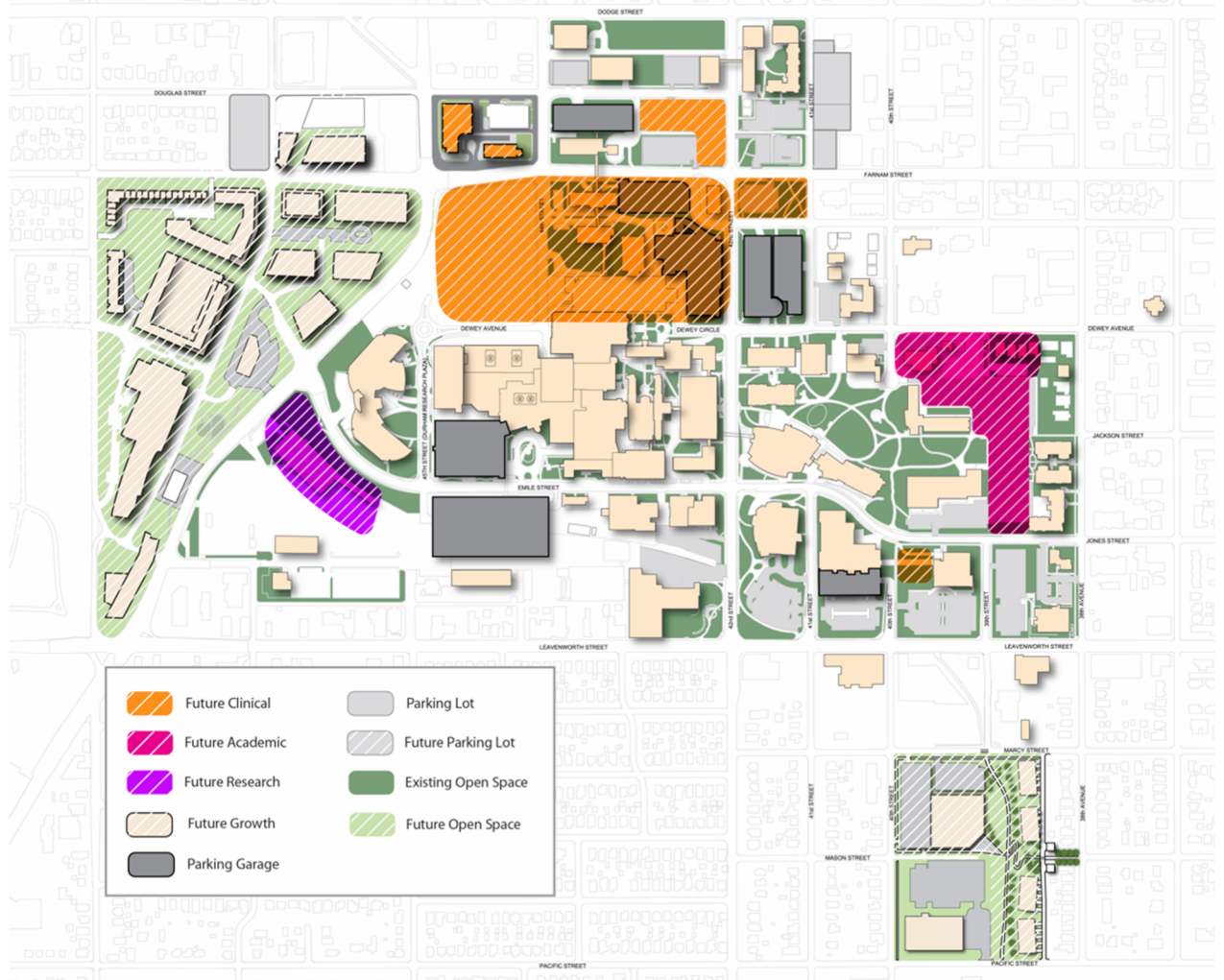
The last several UNMC | Nebraska Medicine combined Facilities Campus Master Plans have indicated aging infrastructure in Clarkson Tower, the primary acute care teaching hospital for the institution. Over the course of several years, Facilities Management & Planning has completed a significant study for phased renewal of the existing asset which houses approximately half of the acute care academic and clinical capacity for our midtown campus.

Options developed include methods for executing the phased renovations one floor at a time top to bottom, as well as more invasive approaches involving renovation of multiple floors at a time, both of which proved to be economically and operationally unfeasible. Moreover, the renovation of the 1950's era facility would significantly hinder the ability to provide patient care, teach within the clinical environment, perform essential clinical research, and would have left the institution without a state-of-the-art facility equipped with technologies to prepare providers, students, researchers, and clinicians to face the challenges of our time and for the future.

The experiences created by the planning and successful operations of the Fred and Pamela Buffett Cancer Center facility, integrating academic and clinical space, has facilitated dramatic growth of physician scientist faculty, supporting staff, research and clinical programs, and has far exceeded the anticipated economic impact. Recruitment of nationally leading faculty, research grants and a wide spectrum of future health care professionals has been substantially enhanced by the visionary world class facility, financed through a public private partnership, opened in 2016.

Principally, the new facility must be prepared to address the realities of an aging population and critical challenges to educate and retain workforce to serve our state and beyond. A replacement facility sized and designed to accommodate the tripartite mission is both the most feasible and best at preparing the institution to step forward and meet the challenges of health education, research and care in the coming decades.

**CAMPUS MASTER PLAN | LAND USE**



**B. Project description**

UNMC | Nebraska Medicine’s mission has always been to lead the world in transforming lives through premier educational programs, innovative research, and extraordinary patient care. Phase I of Project NExT, referred to as Project Health | Building the Healthiest Nebraska, provides needed campus enhancement to UNMC’s research, education, clinical, and community service missions at the main campus in Omaha and across the state.

The project includes the replacement of Clarkson Hospital Tower (CKT – constructed in 1955) and associated patient and visitor parking, as well as the Emergency Department and certain diagnostic spaces located in the Hixson-Lied Center. The hospital will provide the primary quaternary care environment for UNMC | Nebraska Medicine, including clinical care, research in the clinical setting, and medical and allied health education.

As UNMC | Nebraska Medicine continue to advance the mission, Project Health seeks to solve one of the biggest challenges in the current facility configuration – space. The current facilities were not designed or constructed in a manner conducive to a modern teaching hospital. Project Health will provide the appropriate amount of in room, support, and ancillary space to continue the mission of training future healthcare professionals.

## C. Purpose and objectives

The purpose of the project is to be an instrument to serve the citizens, both patients and families of the state Nebraska, and the Metro Omaha areas for medical education, clinical research to solve and make health breakthroughs.

**Overview.** UNMC | Nebraska Medicine has developed Guiding Principles that establish the vision, values, and priorities to set the course for design and decision making throughout the life of the project.

1. **TRANSLATIONAL CARE** In the setting of medical education and research, shape the future of care through flexible environments and bring discovery to patient care in a faster, more collaborative way.
2. **EXPERIENCE** – Create meeting opportunities through multi-functional space while transforming what a world class clinical learning environment feels like for all patients, learners, staff and visitors.
3. **COMMUNITY** – A design that invites the outside in and redefines the front door for UNMC | Nebraska Medicine.
4. **DESIGN** – Elevate brand as an icon in the Community and ensure the confluence of care, research, and education is established. Truly changes the skyline of our city.
5. **SUSTAINABILITY** – Ensure the goal of carbon neutrality and living the Architecture 2030 Challenge is met and provided healthier environments for healthier planet and people.

The new ultramodern environment will be the genesis for a more efficient, coordinated, and collaborative care model that is flexible, scalable and modular allowing for real-time adjustments to meet the needs for our community and beyond, today and for decades to come.

The project will significantly enhance and expand the core academic missions of education, research, and technology commercialization. Nebraska Medicine is the primary teaching hospital for UNMC, serving over 1,700 UNMC learners annually. Fifty percent of inpatient clinical training occurs within Clarkson Tower, which does not meet current academic program needs or standards for Schools of Medicine, Nursing, Pharmacy, Dentistry, Allied Health, and Public Health, as well as for Graduate Medicine, Dentistry, and Pharmacy programs. Dependence on community-based clinical training sites and faculty is very risky from accreditation, stability, and quality perspectives.

UNMC needs to grow professional learner enrollment by twenty to twenty-five percent to meet both urban and rural demands. This will only be possible with significant improvement of the physical environment capacity and standard. Additionally, increased research opportunities will create new commercial economic development opportunities and will continue to raise national ranking and further strengthen consideration of readmission by the Association of American Universities (AAU).

## 2. Justification of the Project

### A. Data that supports the funding request.

Clarkson Tower has been studied over the years on how to best renew and extend its life for the next 50 years. Constructed in 1955, the community hospital was designed with what was, at the time, a standard structural grid that provided the framework for hospitals of their era. As a community hospital, the building was not built to foresee the changes in space allocation, technology, or care models that are essential to serve patients, clinicians, educators, and researchers today. Furthermore, much of the mechanical and electrical systems are well beyond life expectancy and need complete replacement. This condition analysis led to the operational and financial comparison of renovation versus replacement to be considered. The renovation and renewal financial impact ranged between \$1.27B and \$1.64B and was estimated to take between 11 and 22 years to achieve.

Additionally, the program includes the consolidation of four floors of the Lied Transplant Center. Upon completion, these floors will be returned to the University for utilization in accordance with

the Campus Master Plan.

Based on the results of these analyses, it became evident that On-Campus Replacement option is the only viable option to maintain the mission.

Further details are included in the Alternatives Considered section below. **Alternatives Considered.** The following options have been considered:

- 1) **Renovation and Renewal Option.** The study yielded a multi-year and even multi-decade options to take off-line floors of the building while renovation occurs. This approach would systematically replace mechanical and electrical systems and bring them to contemporary standards but would result in remaining deficiencies:
  - (1) **Medical Education Capacity.** Education space and technologies are absent within the building today and would only be improved by reducing existing clinical and essential support space.
  - (2) **Clinical Research Capacity.** The current facility does not provide any dedicated research space. A renovation would require reduction in existing clinical or essential support space.
  - (3) **Revenue and Clinical Capacity.** Renovation requires entire patient floors be taken offline for significant durations with scheduled impacts to floors above and below to accomplish phased construction, which would grossly reduce revenue stream and the ability to meet inpatient demand.
  - (4) **Compliance and Safety.** The current facility does not comply with, in certain instances, to contemporary codes and standards for the acute clinical care setting. These codes and guidelines include those adopted by the State of Nebraska FGI 2018.
  - (5) **Sustainability.** Though the new systems will have a positive impact on energy performance and operational expense, the space allocation would only provide for certain improvements, missing the opportunity to maximize efficient, and integrated long-term outcomes.
  - (6) **Disruption.** The systematic and phased renewal process would require significant time and would place the patients, families, providers, students, researchers, and educators, in a constant state of disruption for years into the future.
  - (7) **Financial.** In 2023, the renovation and renewal option was estimated to cost between \$1.27B and \$1.64B and would take between 11 and 22 years to complete.
- 2) **Replacement Hospital – Off Campus.** This option would relocate and move hospital services to an alternative site. This would disrupt and bifurcate the clinical functions from the balance of the medical center and create disruption, added expense and operational costs over decades.
- 3) **Replacement Hospital – On Campus.** This replaces the hospital on the campus, adjacent to the Clarkson Hospital and other key clinical, education and research facilities. It is the recommended option and performs high against all major criteria for evaluation.

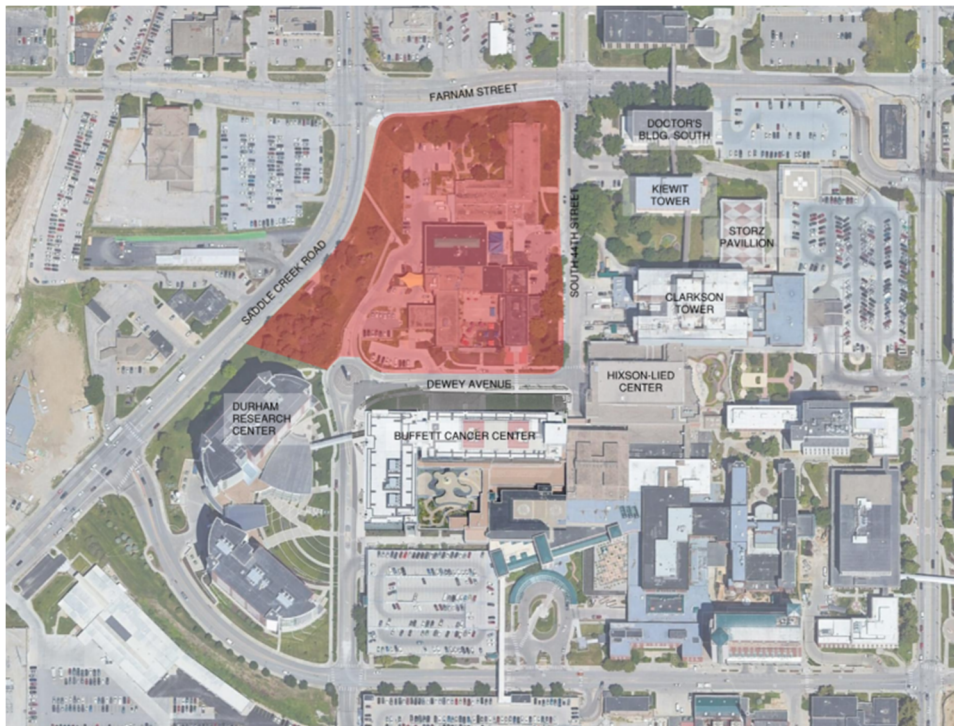
### 3. Location and site considerations

A. **County:** Douglas

B. **Town or campus:** University of Nebraska Medical Center | Nebraska Medicine, Omaha, Nebraska

C. **Proposed site:** The project site is bounded by Farnam Street to the north, 44th street to the east, Dewey Avenue to the south, and Saddle Creek Road to the west.





#### D. Statewide building inventory:

Asset Number: Not Applicable. Building is not owned by the University

Tag Number: Not Applicable. Building is not owned by the University

- 1) **Relationship to neighbors and environment.** The proposed project fills a prominent void on campus, left by the demolition of JP Lord Elementary School, and the Munroe Meyer Institute, which has been relocated to Aksarben. The opportunity exists at this Northwest corner of campus to create a highly visible campus icon – one that invites the Nebraska community to its doors and improves wayfinding for visitors to campus. Architecturally, the building will strive to complement campus architecture, leveraging materials and construction methods that are congruent with nearby campus buildings. The building will also strive to integrate itself into a broader community context by engaging the pedestrian realm on Farnam Street, connecting the nearby Blackstone district to the Saddle Creek Development while preparing the campus to receive the future Streetcar development. The facility will be designed to minimize the impact of the institution’s carbon footprint and maximize long-term sustainability.
- 2) **Utilities.** The Projects utilities will be served from the current Central Utility Plant(s) with additional infrastructure investment required. These utilities could include Steam, Chilled water, Heating Hot Water and Normal and Emergency Power. Current utility distribution systems will be extended/upgraded to the site.
- 3) **Parking and Circulation.** The project aims to replace current patient and visitor parking dedicated to clinical functions with a new parking structure servicing the hospital. This initiative will enhance vehicular circulation, with the hospital entrance

facing Farnam Street and ensure that parking is convenient and includes adequate wayfinding for patients and visitors of all types. Parking will accommodate handicapped parking and a wide variety of vehicular types.

#### **4. Comprehensive Plan Compliance**

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

**Nebraska's Five-Year Strategy Key Priorities are:**

##### **1. Accessible, Affordable, and & Attainable Education**

- a. Nebraskans have a basic expectation of their University: That they can send their children to any of our campuses for an outstanding education, at an affordable cost, where they can graduate on time and be prepared for success in life and work.
- b. Project Health will meet this priority by providing an efficient design that allows current and future generations of healthcare professionals to obtain both efficient and cost-effective training.

##### **2. Fulfilling Nebraska's Workforce Needs**

- a. Nebraska's workforce needs are urgent and growing. The state will have more than 34,000 annual openings in high-skill, high-demand, high-wage (H3) jobs in the years ahead, and the needs exist across the entire state. Demand for more engineers, IT professionals, nurses, teachers, physician assistants, and other professions is acute.
- b. Project Health will meet this priority by creating a training ground for Nebraska's healthcare professionals for generations to come.
- c. Additionally, the design, construction, and maintenance of the facility itself will provide jobs, training and experience to 1,000's of individuals across the state.

##### **3. Fostering an Inclusive Culture and Environment**

- a. A growing, thriving University of Nebraska depends on the voices, ideas, and success of all members of our community. We must be a University for everyone—a place where new ideas are welcomed and celebrated, where robust dialogue is encouraged, and where we are intentional and transparent in exploring how we can be a better place to learn, work, and study.
- b. Project Health will meet this priority by creating a location where everyone is intentionally welcomed and encouraged to work, teach, learn and heal.

##### **4. Amplifying Our Impact Through Partnerships**

- a. In pursuing excellence in and outside the classroom, we acknowledge that we can't be all things to all people. What we can do is identify a select number of areas where we can be the world leader. We will be disciplined in our investments and engagements, focusing on areas that matter to Nebraska and where we have deep expertise: Water and food security; infectious disease; rural community vitality; national and cyber security; and early childhood education.

Recognizing that we can't be successful alone, we will invest our time in cultivating partnerships that will advance our work—between campuses, with donors and alumni, elected leaders, our higher education partners, and with all Nebraskans, who collectively are the single largest investor to the University of Nebraska every year.

- b. Project Health has already headed down the path of meeting this priority. As previously mentioned, the project has a tremendous amount philanthropic support from the local and regional community. As design commences, the treatment of infectious disease will be a key consideration in the composition of the patient treatment areas.

#### **5. Maximizing Efficiency and Effectiveness**

- a. In entrusting their precious resources to us, Nebraskans expect their University to operate with common sense and prudence. We won't spend money we don't have; we will take care of the resources we do have; and we will continually look for opportunities to become leaner, more effective, and more efficient.
- b. The team will utilize an Integrated Project Delivery (IPD) method. This is a performance-based type of agreement that aligns the Owner's project requirements with the key parties involved in design, fabrication and construction for all aspects of the facility who are joined together under a single contract and has proven to streamline construction costs and timelines across the country.

### **B. Consistency with the agency comprehensive capital facilities plan**

The project supports the following Campus Facility Development Plan goals:

**Goal I:** Forecast strategic facilities needed to renew, transform and grow patient care, research, education and operations support.

**Goal II:** Develop a framework of infrastructure and campus design concepts to improve the campus experience for all; improve operating efficiency and value.

**Goal III:** Further evolve campus configuration and land use concepts to accommodate expanding campus operations and provide direction for long term growth.

**Goal IV:** Support the recruitment and retention of the best and brightest through engaging in community development.

### **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.”*

## **5. Analysis of existing facilities**

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

Clarkson Tower (CKT) services as the general hospital that is part of the Nebraska Medicine system where general and specialty clinical care, education and research are provided, albeit is compromised and in many cases below standard environments.

**B. Square footage of existing areas**

This project is intended to replace 539,762 sf of existing space inside Clarkson Tower. Further, it will replace and consolidate 186,056 sf of existing space in the Hixson-Lied Center for Clinical Excellence, 29,949 sf of existing space in the Storz Pavilion, 62,039 sf in the Lied Transplant Center, and 3,908 sf of existing space in University Tower 2. In total, this project will replace and consolidate campus inpatient functionality currently occupying 821,714 sf of existing campus space. When benchmarked against contemporary Academic Medical Center projects as well as current Facility Guidelines Institute requirements for healthcare design, the existing space falls short of contemporary standards by 25% to 40% on average.

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

The space inside Clarkson Tower is routinely fully utilized and operating at or near maximum capacity. Given the inadequacy of the existing space as required by today's guidelines, the pressure of operating at such a high utilization can create more burdensome conditions for the delivery of care inside the system.

**D. Physical deficiencies**

Clarkson Tower has mechanical and electrical building system deficiencies and systems regularly fail and/or do not provide contemporary standards that align with a modern quaternary care Academic Hospital. Operations are regularly limited and impacted by these restrictions. Additionally, the building enclosure is inefficient, failing and in need of replacement. These conditions meaningfully contribute to expensive maintenance and upkeep and is not energy efficient.

**E. Programmatic deficiencies**

Clarkson Tower has significant programmatic deficiencies both in the size of key individual rooms (example Patient Rooms, Pre/Post Recover rooms, Surgical, Procedure Rooms, Emergency Department, infection control, etc.); and support space for departments to optimally operate. Medical Education and Clinical Research space is also severely limited or simply not present. Programmatic limitations significantly constrain operations and do not meet the needs of a world class health institution. As a result, institutional missions and patient safety are at risk.

**F. Replacement cost of existing building**

Not Applicable. The building will be returned to its owner.

**6. Facility Requirements and the Impact of the Proposed Project****A. Functions and purpose of the proposed program****1) Activity identification and analysis**

Major Components of Project Health are as follows:

- Patient Rooms
- Dedicated Educational Spaces
- Emergency Department
- Diagnostic Services
- Surgical Suites
- Associated Support & Circulation Spaces
- Structured Parking

**2) Projected occupancy/use levels**

Project Health will become the primary teaching hospital for UNMC. The project has been programmed so the inpatient beds will be utilized as replacement beds currently on campus. Current utilization rates show beds occupied 95% of the time. The Project Health program considers an industry standard of 85% utilization while optimizing space for medical education and clinical research.

**Describe/justify projected enrollments/occupancy**

As a teaching hospital, use and enrollment are essentially the same. As such, Project Health has been programmed so that the inpatient beds will be utilized as replacement beds currently on campus. These beds are currently occupied over 95% of the time. The program for Project Health considers a similar occupancy rate.

UNMC anticipates professional learner enrollment to grow by 25%-40% to meet rural and urban workforce demands. Increased student enrollment will only be possible with enhanced space and new learning technology. Expanded translational and clinical research programs will serve all Nebraskans, facilitate future recruitment and consideration by AAU.

**B. Space requirements**

**1) Conceptual Program**

The Program will continue to be developed and refined in accordance with future IDR's.

Space Description	Space Use Code	New NSF	Renovation DGSF	New DGSF	New BGSF	Dedicated Academic DGSF (included within Departments)	Shared Academic DGSF
Inpatient Beds	810	313,432		460,624	581,115	23,725	174,335
Emergency Services	850	38,835		59,196	92,258	2,335	17,759
Procedural Platform	840	64,621		109,310	170,362	2,065	32,793
Kitchen	630	n/a		23,740	8,999	n/a	n/a
Imaging Services	850	12,588		16,722	18,262	165	5,017
Clinical / Staff	870	29,518		45,596	68,562	6,065	13,679
Building Support	870	21,034		28,299	37,605	n/a	n/a
Admin. Related Space	850	9,168		11,230	17,502	4,100	4,100
Public Related Space	880	43,297		50,879	79,296	n/a	n/a
Biocountainment Unit	810	16,201		34,402	43,401	1,000	10,321
Loading Dock	870	n/a		n/a	29,871	n/a	n/a
Connection Hub	WWW	n/a		7,456	9,320	n/a	n/a
Ambulance Garage	850	n/a		n/a	11,156	n/a	n/a
Skywalks & Tunnels	WWW	n/a		10,974	13,786	n/a	n/a
BCC and HLC Elevators & Cores	880	n/a		16,064	20,080	n/a	n/a
Hospital Shelled Space (kitchen, support, MI, etc)	70	n/a		n/a	66,243	n/a	n/a
Approximate Renovation at Link Connections			3,000	n/a	n/a		
<b>General Project Area Summary</b>		<b>548,694</b>	<b>3,000</b>	<b>874,492</b>	<b>1,267,818</b>	<b>39,455</b>	<b>258,002</b>
Target Parking Garage Stalls					400 stalls		30%
Target ED Parking Stalls					75 stalls		
<b>Net SF to DGSF Efficiency</b>		<b>1.59</b>					
<b>DGSF to BGSF Efficiency</b>		<b>1.45</b>					

**2) Basis for square footage/planning parameters.** The basis of the projected square feet of the building is utilizing industry standards for Academic Medical Center quaternary care hospitals that have embedded medical education and research space.

**3) Square footage difference between existing and proposed areas**

The assets replaced as a part of Project Health are not University assets, the existing

NASF codes do not apply.

Existing Space Summary		
Space Description	Space Use Code	Existing NASF
Clarkson Tower		539,762
Hixson Lied Center		186,056
Storz Pavilion		29,949
Lied Transplant Center		62,039
University Tower Unit II		3,908
<b>Space Use Category Totals</b>		
<b>Total Existing Space</b>		<b>821,714</b>

**C. Impact of the project on existing space**

- 1) **Reutilization and function(s).** Clarkson Hospital has been studied and due to its physical condition, location, and cost of reutilization, it is determined that it will be returned to the building owner for future evaluation.
- 2) **Demolition.** The Munroe-Myer Institute and JP Lord Elementary School facilities were demolished as an initial site prep for the project. The Munroe-Myer Institute was relocated to a newly renovated building in 2021.
- 3) **Renovation.** Not applicable

**7. EQUIPMENT REQUIREMENTS**

- A. **Project Medical Equipment** The initial Equipment Programming and Budgeting of medical equipment is in alignment with the project Space Program. A Room-by-Room design level Equipment List will be developed to determine a preliminary medical equipment budget for the project. Medical Equipment Planning will be collaborative and work efficiently with the multidisciplinary project team.
- B. **List of available equipment for reuse.** The project implementation is such that the useful life of major equipment will need to be evaluated continually as it progresses. Due to the expected service life of the major medical equipment, the project team anticipates replacement and/or new equipment. A study will be done as a part of the project to determine what major equipment is used in the healthcare system, including what equipment is scheduled to be replaced, equipment standards, capital equipment investments, and any excess inventory per department or facility.  
  
Education, special learning equipment, and technology to facilitate training and competencies will be provided.

**C. Additional Equipment**

- 1) **Fixed equipment.** Includes items permanently attached to the facility structure or

permanently connected to a service distribution system that is design and installed for the specific use of the equipment. Examples includes Imaging Equipment, Ceiling Mounted Surgical Lights, and Steam Sterilizers. This equipment is anticipated to be provided as new.

- 2) **Major Movable equipment.** Includes equipment which requires floor space but are portable. This equipment may require structural design or access, mechanical and electrical connections, shielding, or other considerations. Portable X-rays, Electroencephalogram (EEG), Electrocardiogram (EKG) equipment, Treadmill and Exercise equipment, Pulmonary Function equipment, Operating Tables, Laboratory Centrifuges, and similar equipment. This equipment is anticipated to be provided as new.
- 3) **Minor Moveable Equipment.** This type of equipment has no dedicated utilities nor impact on other building services or components. Miscellaneous supply carts, stainless steel accessories and wastebaskets are defined as minor movable equipment. This equipment is anticipated to be provided as new.
- 4) **Special or technical equipment.** This project will include specialized equipment for a technology rich environment that is required to operate the hospital efficiently. This equipment is anticipated to be provided as new.

## 8. SPECIAL DESIGN CONSIDERATIONS

### A. Construction Type

The construction will be Hospital (I2) use as defined by the building codes.

### B. Heating and Cooling Systems

The Project will have heating, cooling and ventilation systems that provide the appropriate conditions to all the building spaces. The team will establish key project targets for energy efficiency, sustainability and resiliency while providing a plan for future conversion to a carbon neutral/carbon positive facility. These systems will utilize campus utilities and new source equipment to serve the project demands.

### C. Plumbing System

The Project will have the required plumbing systems to appropriate service to all building areas. The team will focus on a sustainability target of reducing water usage by up to 40% for the building.

### D. Electrical System

The project will have electrical systems that provide appropriate power to the building to carry out the intended purpose. Care will be focused on reducing the electrical demand with strategies and equipment that conserve energy and are able to adapt over time to alternative methods of power source(s).

### E. Life Safety/ADA

The project will be designed around contemporary codes including all life safety codes, Americans with Disabilities Act, Facility Guidelines and all other applicable codes.

**F. Security**

The project will have a complete security system and protocols developed that are consistent with the overall campus security plan and to the extent possible – protects patients, visitors, physicians, students, and staff.

**G. Sustainability**

The project will be designed around a holistic concept of sustainability and energy conservation that is in alignment with the Med Center’s commitment to a healthy environment. This is a foundational principle of design and will be implemented across all building aspects. The building will also be designed, where possible to convert simply to a carbon neutral or carbon positive including a thermal heating and cooling approach aligned with eventual electrification when the technology and cost of alternative renewable energy is available.

**H. Historic or architectural significance**

Not applicable

**I. Artwork**

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

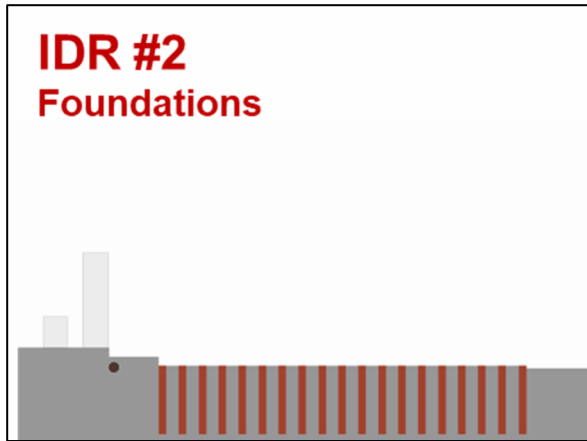
**J. Phasing**

The project is being conceived as a multiple-phase project, providing off-ramps at each stage.



**IDR 1:** Site preparation work including grading, temporary support of excavation, and site access.

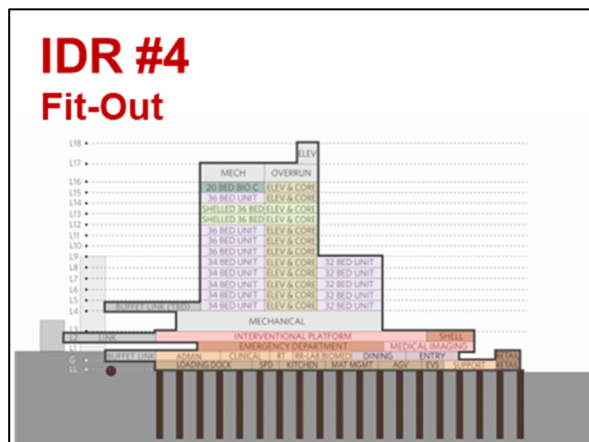




**IDR 2:** Installation of the structural below grade deep foundation system.



**IDR 3:** Construct the Exterior of the building as well as the core elements of elevators and stairs. Construct the parking garage.



**IDR 4:** Construct the interior fit-out for the podium and tower.

### K. Future work

The project has been planned to support and leverage not only existing clinical and research assets

but to be the initial development of a multi-phase inpatient clinical development that can include: a federally funded hospital, a future Inpatient expansion and or renewal, and new specialty care services. Potential future phases have been contemplated to include:

- Phase II provides expansion of facilities to the Veterans of America (VA) hospital and vital services to our nation's veterans.
- Phase III creates a joint civilian-military medical surge facility through public-private partnerships. The partnership will expand federal medical surge capability and improve the National Disaster Medical System training run by Health and Human Services. This project allows us to share our knowledge with medical centers nationwide, improving overall readiness for the U.S. in the face of future unforeseen needs.

#### L. Other

Not used

### 9. PROJECT BUDGET & FISCAL IMPACT (NM)

#### A. Cost Estimate Criteria

##### 1) Identify recognized standards, comparisons and sources

The programming team developed the opinion of probable construction cost for this project based on design metrics and historical cost data. Cost estimates were normalized and compared to similar construction in the Omaha market.

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

The estimate for the proposed project was prepared in June 2024 and escalated per phase at a weighted average of 15% for construction.

##### 3) Net and gross square feet

New Construction Net Square Feet: 548,694

New Construction Gross Square Feet: 1,267,818

New Building Efficiency NSF/DGSF: 1.59

##### 4) Project cost per net and gross square foot

\$ 3,993 / NSF

\$ 1,728 / GSF

##### 5) Construction cost per gross square foot: \$ 1,419 /GSF

**B. Total project cost**

<b>Construction</b>		
General Construction	\$	1,501,285,000
Site Work/Utilities		127,000,000
Fixed Equipment		7,803,000
In-House Construction		94,463,000
Construction Contingency		69,222,000
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$</b>	<b>1,799,774,000</b>
<b>Non-Construction</b>		
Project Planning	\$	1,550,000
Professional Consultant Fees		139,858,000
Professional In-house		31,702,000
Equipment - Capital		148,500,000
Equipment - Non-Capital		0
Land Acquisition		0
Artwork		25,998,000
Other		25,110,000
Non-Construction Contingency		18,636,000
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$</b>	<b>391,353,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$</b>	<b>2,191,000,000</b>

**C. Fiscal impact based on first full year of operations****1) Estimated additional operational and maintenance costs per year**

\$1,800,000 estimated maintenance to be offset by current expenses incurred in Clarkson Tower, Hixson Lied Center, and Lied Transplant Center. As the clinical operator, Nebraska Medicine will be responsible for operating and maintenance expenses.

**2) Estimated additional programmatic costs per year**

University run programs – non facility staff (add'l clinical/ NM mission)

**D. Fiscal impact based on annual assessment**

Annual 2% depreciation assessment contribution by campus acronym into the university facilities renewal, renovation, replacement and repair project fund.

**10. FUNDING (NM)****A. Total funds required:** \$50 million (prior to future IDRs)**B. Project funding sources**

While the anticipated total project cost is \$2.19 billion, the funding request at the time of this program statement is \$50 million. Finalization of funding resources will occur throughout the

multiple IDR process. Overall project funding will come from variety of sources including, but not limited to:

- State of Nebraska
- University of Nebraska
- Philanthropy
- City (of Omaha)
- Nebraska Medicine
- Federal

### C. Fiscal year expenditures

While the anticipated total project cost is \$2.19 billion, the funding request at the time of this program statement is \$50 million. As there will be multiple IDRs, future funding requests and casflows will be provided with each request. The funds requested herein will be expended in FY25.

## 11. CONCEPTUAL TIMELINE

A. Team Selection   Contracting	December 2023
B. Program Statement	June 2024
C. IDR # 1 (Site Preparation)	December 2024
D. IDR # 2 (Foundations)	May 2025
E. Cost Validation Phase – Maximum Allowable Cost	December 2025
F. IDR # 3 (Core & Shell)	TBD
G. IDR # 4 (Fit Out)	TBD
H. Anticipated Occupancy	2033

## 12. HIGHER EDUCATION SUPPLEMENT

### A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review is required for the project.

### B. Method of Contracting

#### 1) Identify Method

Integrated Project Delivery (IPD) was selected as the preferred method of contract. This is a performance-based type of agreement that aligns the Owner's project requirements with the key parties involved in design, fabrication and construction for all aspects of the facility who are joined together under a single contract. Target Value Delivery is a lean process used in IPD to achieve the operational needs and values of the stakeholders, deliver the project within the allowable budget, and promotes innovation to increase value and eliminate waste. The collective team's performance will be measured against the conditions of satisfaction to achieve interim profit releases. A project first culture is a primary benefit of IPD.

#### 2) Provide rationale for method selection

IPD is a preferred method of agreement for large, complex projects with the aspirational vision of Project Health. Trust, teamwork, and transparency are primary tenets of this delivery method and higher levels of satisfaction have been recorded on projects of similar stature.

EXHIBIT 3B VALIDATION REPORT

(By Amendment)



**EXHIBIT 3C MILESTONE DATES**

Program Statement	Completed June 2024
	Approved August 2024
IDR #1 Phase (Site Preparation / Make Ready Work)	May 2025 (commencement construction)
IDR #2 Phase (Foundations)	January 2026 (commencement construction)
Cost Validation Phase / Set Target Cost	February 2026
IDR #3 Phase (Core & Shell)	April 2027 (commencement construction)
IDR #4 Phase (Fit Out)	July 2028 (commencement construction)
Substantial Completion	May 2031

**EXHIBIT 3D ADDED VALUE INCENTIVE ITEMS**

(By Amendment)



**EXHIBIT 3E IMPLEMENTATION DOCUMENTS**

(By Amendment)





**EXHIBIT 3F CONDITIONS OF SATISFACTION**

(By Amendment)



**EXHIBIT 4 – COMPENSATION**

- Exhibit 4A Target Cost Breakdown (by Amendment)
- Exhibit 4B Qualifications and Assumptions (by Amendment)
- Exhibit 4C ICL Share and Distribution Spreadsheet (by Amendment)
- Exhibit 4D Architect's and Risk/Reward Design Partners' Billable Rates (by Amendment)
- Exhibit 4E Contractor's and Risk/Reward Trade Partners' Billable Rates and Overhead (by Amendment)
- Exhibit 4F Equipment Rates (by Amendment)
- Exhibit 4G Key Performance Indicators (by Amendment)



**EXHIBIT 4A TARGET COST BREAKDOWN**

(by Amendment)



**EXHIBIT 4B QUALIFICATIONS AND ASSUMPTIONS**

(by Amendment)



**EXHIBIT 4C ICL SHARE AND DISTRIBUTION SPREADSHEET**

(by Amendment)



## Exhibit 4C - ICL Share and Distribution Spreadsheet



	ICL Amount (100% Profit at Risk)	ICL Share	Change Order Profit
<b>Risk/Reward Team Members</b>			
Kiewit	\$ -	0.0%	0.0%
HDR	\$ -	0.0%	0.0%
[insert R/R Trade]	\$ -	0.0%	0.0%
[insert R/R Trade]	\$ -	0.0%	0.0%
[insert R/R Trade]	\$ -	0.0%	0.0%
[insert R/R Trade]	\$ -	0.0%	0.0%
[insert R/R Consultant]	\$ -	0.0%	0.0%
<b>Total</b>	<b>\$ -</b>	<b>0.0%</b>	

**Note:** The Change Order Profit is the same percentage that was used by each party in calculating its initial profit placed at risk based on the Chargeable Costs included in the Target Cost.

<b>ICL Adjustments</b> (See Article 8)	
ICL Amount (the profit placed at risk when the	\$ -
Change Order No. X	\$ 15,000
Change Order No. Y	\$ (5,000)
<b>Adjusted ICL</b>	<b>\$ 10,000</b>

SAMPLE

The top Template is to be completed by the team and will establish the initial ICL \$ Amount and ICL Share. The Change Order Profit should be the same percentage as the original percentage use to calculate the initial amount of profit.

The second template on this page (ICL Adjustment template) should be incorporated onto the bottom of the Change Order Form so that the ICL Adjustment is tracked with each change order. Note that this is only increasing or decreasing the ICL. The R/R Team Member's ICL Share will remain fixed per Section 11.7.1 unless the SMT determines otherwise.

The 3rd template is on Sheet 2. When sheet 1 is completed, it will populate certain columns of sheet 2. Please note that the interim distribution is every 4 months per Section 8.3 of the Agreement but that the University is withholding 10% of the ICL Amount until Final

SMT Initials

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit 4C -  
ICL Milestone Distribution**



HansonBridgett

Risk/Reward Team Members	ICL Amount	ICL Share	[Date]			[Date]			[Date]			[Date]			Totals		
			Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Withheld ICL	ICL \$ Distributable	
Kiewit	\$0	0.0%	50.0%	0.0%	\$0	0.0%	0.0%	\$0	20.0%	0.0%	\$0	30.0%	0.0%	\$0	10.0%	\$0	100.0%
HDR	\$0	0.0%	0.0%	0.0%	\$0	28.0%	0.0%	\$0	47.0%	0.0%	\$0	25.0%	0.0%	\$0	10.0%	\$0	100.0%
[insert R/R Trade]	\$0	0.0%	0.0%	0.0%	\$0	67.0%	0.0%	\$0	19.0%	0.0%	\$0	14.0%	0.0%	\$0	10.0%	\$0	100.0%
[insert R/R Trade]	\$0	0.0%															
[insert R/R Trade]	\$0	0.0%															
[insert R/R Trade]	\$0	0.0%															
[insert R/R Consultant]	\$0	0.0%															
		0.0%		0.0%			0.0%			0.0%			0.0%				
<b>ICL Amount</b>	<b>\$ -</b>																

**Adjusted ICL Amount**      **\$ 10,000**



Risk/Reward Team Members	Adjusted ICL Amount	ICL Share	[Date]			[Date]			[Date]			[Date]			Totals		
			Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Est. % Complete	% of ICL Distributable	ICL \$ Distributable	Withheld ICL	ICL \$ Distributable	
Kiewit	\$0	0.0%	0.0%	0.0%	\$0	0.0%	0.0%	\$0	0.0%	0.0%	\$0	0.0%	0.0%	\$0	10.0%	\$0	10.0%
HDR	\$0	0.0%	0.0%	0.0%	\$0	0.0%	0.0%	\$0	0.0%	0.0%	\$0	0.0%	0.0%	\$0	10.0%	\$0	10.0%
[insert R/R Trade]	\$0	0.0%	0.0%	0.0%	\$0	0.0%	0.0%	\$0	0.0%	0.0%	\$0	0.0%	0.0%	\$0	10.0%	\$0	10.0%
[insert R/R Trade]	\$0	0.0%															
[insert R/R Trade]	\$0	0.0%															
[insert R/R Trade]	\$0	0.0%															
[insert R/R Consultant]	\$0	0.0%															
		0.0%		0.0%			0.0%			0.0%			0.0%		30.0%		

Initials of SMT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT 4D ARCHITECT'S AND RISK/REWARD DESIGN PARTNERS' BILLABLE RATES**

(by Amendment)



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Page 1 of 1

Phase 1 of Project NExT  
Project Health | Building the Healthiest  
Nebraska  
IPD Agreement  
Exhibit 4D – Architect's and Risk/Reward  
Design Partners' Billable Rates



**EXHIBIT 4E CONTRACTOR'S AND RISK/REWARD TRADE PARTNERS' BILLABLE  
RATES AND OVERHEAD**

(by Amendment)



**EXHIBIT 4F EQUIPMENT RATES**

(by Amendment)

**EXHIBIT 4G KEY PERFORMANCE INDICATORS**

(by Amendment)

**EXHIBIT 5 – PERFORMANCE, SCHEDULING, AND PLANNING**

- Exhibit 5A Master Schedule (by Amendment)
- Exhibit 5B Resource Loaded Work Plans (by Amendment)
- Exhibit 5C Contract Task Matrix (by Amendment)
- Exhibit 5D Project Charter (by Amendment)



**EXHIBIT 5A MASTER SCHEDULE**

(by Amendment)



**EXHIBIT 5B RESOURCE LOADED WORK PLANS**

(by Amendment)



**EXHIBIT 5C CONTRACT TASK MATRIX**

(by Amendment)







**EXHIBIT 5D PROJECT CHARTER**

(by Amendment)



## EXHIBIT 6 – PROJECT INSURANCE REQUIREMENTS

- Exhibit 6A University Provided Insurance (By Amendment)
- Exhibit 6B Contractor Provided Insurance (By Amendment)
- Exhibit 6C Architect Provided Insurance (By Amendment)





## EXHIBIT 7 – UNIVERSITY’S INFORMATION

- Exhibit 7A Project Description/Site Description (by Amendment)
- Exhibit 7B Separate Consultants and Separate Contractors (by Amendment)
- Exhibit 7C Payment and Performance Bonds (by Amendment)





**EXHIBIT 7A PROJECT DESCRIPTION/SITE DESCRIPTION**

(by Amendment)



HansonBridgett  
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Page 1 of 1

Phase 1 of Project NExT  
Project Health | Building the Healthiest  
Nebraska  
IPD Agreement  
Exhibit 7A – Project Description/Site  
Description

**EXHIBIT 7B SEPARATE CONSULTANTS AND SEPARATE CONTRACTORS**

(by Amendment)

**Name of Entity**

**Design Discipline / Description of Work**



**EXHIBIT 7C PAYMENT AND PERFORMANCE BONDS**

(by Amendment)





# BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve Change Order #1 for the CORE Building project GMP.

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Dele Davies, Interim Chancellor  
Anne Barnes, Interim Vice President | CFO  
Jen Bartholomew, VP | Associate Vice Chancellor

### **PURPOSE & KEY POINTS**

RP-6.3.1.4.f, requires Board approval for this construction contract change order.

The Center of Research Excellence (CORE) Building project construction contract, executed with McCarthy Building Companies, guaranteed maximum price (GMP) is approved for \$77,540,383. UNMC administration, with recommendation from FMP staff, has determined to enhance the mechanical and electrical systems for two floors in the facility to accommodate wet lab research functionality requirements. The funding for the increased scope is provided within the approved project budget. Change Order #1 is valued at \$2,485,479 and is requested for approval.

Project Cost:

	<u>Current Regent Approved</u>	<u>Revised Budget</u>
Total Project Budget	\$104,999,000	\$104,999,000
Construction Budget	\$87,955,060	\$87,955,060
Non-Construction Budget	\$17,043,940	\$17,043,940

### **RECOMMENDATION**

The President recommends approval.



McCarthy Building Companies Inc.  
12851 Manchester Road  
St. Louis, Missouri 63131  
Phone: (314) 968-3300

Project: 003014.002 - Campus Operations Research Excellence  
Building Core Building  
44th and Saddle Creek,  
Omaha, Nebraska 68154

## Prime Contract Change Order #001: Mechanical Option No. 3 & Delete Dry Lab Fit Out Allowance

<b>TO:</b>	<b>University of Nebraska Medical Center (UNMC)</b> 3835 Holdgrege Street Omaha, Nebraska 68137	<b>FROM:</b>	<b>McCarthy Building Companies Inc</b> 12851 Manchester Rd Saint Louis, Missouri 63131-1802
<b>DATE CREATED:</b>	2/13/2025	<b>CREATED BY:</b>	James Francois (McCarthy Building Companies Inc)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>SCHEDULE IMPACT:</b>	0 days		
<b>CONTRACT FOR:</b>	1:3014.002 Campus Operations Research Excellence Core Building	<b>TOTAL AMOUNT:</b>	\$2,485,479.00
<b>DESCRIPTION:</b>			
<b>ATTACHMENTS:</b>			

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
011	Mechanical Option No. 3 & Delete Dry Lab Fit Out Allowance		\$2,485,479.00
<b>Total:</b>			<b>\$2,485,479.00</b>

**CHANGE ORDER LINE ITEMS:**

**PCO # 011 : Mechanical Option No. 3 & Delete Dry Lab Fit Out Allowance**

#	Cost Code	Description	Type	Amount
1	32000-23000.9900.32.00 - HVAC Plug	Mechanical Option No. 3	Sub Plug	\$5,336,931.00
2	22000-09200.9900.22.00 - Interior Const Plug	Delete Dry Lab Allowance	Sub Plug	(\$2,851,452.00)
<b>Subtotal:</b>				<b>\$2,485,479.00</b>
<b>Grand Total:</b>				<b>\$2,485,479.00</b>

The original (Contract Sum)	\$77,540,383.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$77,540,383.00
The contract sum would be changed by this Change Order in the amount of	\$2,485,479.00
The new contract sum including this Change Order will be	\$80,025,862.00
The contract time will not be changed by this Change Order by 0 days.	

**University of Nebraska Medical Center (UNMC)**  
3835 Holdgrege Street  
Omaha, Nebraska 68137

**McCarthy Building Companies Inc**  
12851 Manchester Rd  
Saint Louis, Missouri 63131-1802

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE





McCarthy Building Companies Inc.
12851 Manchester Road
St. Louis, Missouri 63131
Phone: (314) 968-3300

Project: 003014.002 - Campus Operations Research Excellence Building
Core Building
44th and Saddle Creek,
Omaha, Nebraska 68154

Prime Contract Potential Change Order #011: Mechanical Option No. 3 & Delete Dry Lab Fit Out Allowance

Table with contract details including TO: University of Nebraska Medical Center, FROM: McCarthy Building Companies Inc, PCO NUMBER/REVISION: 011 / 0, CONTRACT: 1 - 3014.002 Campus Operations Research Excellence Core Building, REQUEST RECEIVED FROM, CREATED BY: James Francois (McCarthy Building Companies Inc), STATUS: Approved, CREATED DATE: 2/13 /2025, REFERENCE, PRIME CONTRACT CHANGE ORDER: None, FIELD CHANGE: No, LOCATION, SCHEDULE IMPACT, and TOTAL AMOUNT: \$2,485,479.00

POTENTIAL CHANGE ORDER TITLE: Mechanical Option No. 3 & Delete Dry Lab Fit Out Allowance

CHANGE REASON: Owner Directive

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #0070 - GMP Amendment No. 3 - Mechanical Option No. 3

Provide a full build out of the Mechanical and HVAC Systems to accommodate four wet labs. Original design of the Mechanical and HVAC Systems accommodated two wet labs and two dry labs.

CE #0070.1 - GMP Amendment No. 3 - Delete Dry Lab Allowance

Deductive cost to remove the budget for the Level 3 - Tenant Improvement Fit Out Allowance for the Dry Lab.

ATTACHMENTS:

Table with 5 columns: #, Cost Code, Description, Type, Amount. Includes rows for HVAC Plug and Interior Const Plug, and a Grand Total of \$2,485,479.00.

Rainwood Development Partners LLC

11808 Miracle Hills Drive, Suite 115
Omaha, NE 68154

University of Nebraska Medical Center (UNMC)

3835 Holdgrege Street
Omaha Nebraska 68137

McCarthy Building Companies Inc

12851 Manchester Rd
Saint Louis Missouri 63131-1802

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

**Current Design Development Mechanical System (In Budget)**

- Description: Day 1 Buildout – 1 Wet Lab and 1 Dry Lab – With hydronic piping to support 4 Wet labs.
- Details: Provide two (2) boilers at 8,000 MBH, two (2) chillers at 325 tons. Future fitout will add tow (2) additional boilers at 6,000 mbh and two (2) chillers at 560 tons and three (3) Ahu’s along with associated interior construction, finishes, electrical, and low voltage. Chilled water main pipe size at 12”, condenser pipe sizes at 18” & 20”, heating hot water pipe at 10” mains, and gas main increase from 2” to 4”.
- Pricing: No additional cost.

**Option #1 - Add Air Handling Units to Levels 4 & 5.**

- Add AHUs 4 & 5 to the Project.
- Details: AHUs would be sized the same as AHU 6 to service wet labs.

AIR HANDLING UNIT SCHEDULE														
EQPM ID	INSTALL	LOCATION	SERVES	AIR FLOW (CFM)			SUPPLY FAN MARK	RETURN OR RELIEF FAN MARK	HEATING COIL MARK	COOLING COIL MARK	ENERGY COIL MARK	MANUFACTURER	MODEL	NOTES
				SUPPLY	MIN OA	RETURN								
AHU-1	NOW	PENTHOUSE	FIRST FLOOR	25000	5000	20000	SF-1	RF-1	HC-1	CC-1	N/A	TRANE	1	1,2
AHU-2	NOW	PENTHOUSE	SECOND FLOOR	28000	5600	22400	SF-2	RF-2	HC-2	CC-2	N/A	TRANE	1	1,2
AHU-3	NOW	PENTHOUSE	THIRD FLOOR	37000	5900	31100	SF-3	RF-3	HC-3	CC-3	N/A	TRANE	1	1,2
AHU-4	FUTURE	PENTHOUSE	FOURTH FLOOR	0	0	0	SF-4	RF-4	HC-4	CC-4	EC-4	TRANE	1	1,2
AHU-5	FUTURE	PENTHOUSE	FIFTH FLOOR	0	0	0	SF-5	RF-5	HC-5	CC-5	EC-5	TRANE	1	1,2
AHU-6	NOW	PENTHOUSE	FIFTH FLOOR	43000	43000	0	SF-6		HC-6	CC-6A	EC-6	TRANE	1	1,2

NOTES:

1. SECTIONS INCLUDE: RETURN FAN SECTION (FAN ARRAY), ECONOMIZER SECTION, MERV-8 PRE-FILTERS, AIR BLENDER, HOT WATER PRE-HEAT COIL, HUMIDIFIER GRID (40% RH), CHILLED WATER COIL, SUPPLY FAN SECTION (FAN ARRAY), MERV-14 FINAL FILTERS, SUPPLY PLENUM, AND MULTIPLE ACCESS SECTIONS.
2. FANS WILL HAVE BACKDRAFT DAMPERS. PROVIDE 1 VFD PER FAN. FANS WILL BE SIZED FOR DESIGN AIRFLOW WITH ONE FAILED FAN.

<b>Option #1 - Pricing</b>	
Add Two Air Handlers:	\$ 1,112,000
Power Connection	\$ 39,782
Building Controls	\$ 40,000
Add Two Exhaust Fan Pairs:	\$ 350,000
Add Two HRC Modules	\$ 460,000
<b>Subtotal</b>	<b>\$ 2,001,782</b>
Add-Ons (Insurance, Contingency, Fee):	\$ 382,340
<b>Total:</b>	<b>\$ 2,384,122</b>
*If Exhaust Fans are not needed on roof at this time, deduct (\$416,850)	

**Option #2** – Size AHU 3 for Future Wet Lab & Add Air Handling Units to Levels 4 & 5

<b>Option #2 - Pricing</b>	
Add Two Air Handlers:	\$ 1,112,000
Revise AHU 3 from Dry to Wet	\$ 300,000
Power Revisions	\$ 76,792
Building Controls	\$ 40,000
Duct Revisions - Upsize Supply & Exhaust	\$ 225,000
Add Three Exhaust Fan Pairs	\$ 525,000
Delete ERV 3 (AHU 3)	\$ (55,000)
Add Three HRC Modules (AHU 3, 4, 5)	\$ 690,000
Subtotal	\$ 2,913,792
Add-Ons (Insurance, Contingency, Fee):	\$ 556,534
<b>Total:</b>	<b>\$ 3,470,326</b>

**Option #3** - Concept Design: Full Buildout for Four Wet Labs(Similar to 2/6/2024 Pricing)

<b>Option #3- Pricing</b>	
Add Two Air Handlers:	\$ 1,112,000
Revise AHU 3 from Dry to Wet	\$ 300,000
Power Revisions	\$ 128,250
Building Controls	\$ 40,000
Duct Revisions - Upsize Supply & Exhaust	\$ 225,000
Add Three Exhaust Fan Pairs	\$ 525,000
Delete ERV 3 (AHU 3)	\$ (55,000)
Add Three HRC Modules (AHU 3, 4, 5)	\$ 690,000
Delete two (2) 8,000 MBH Boilers	\$ (385,000)
Add three (3) 10,000 MBH Boilers	\$ 660,000
Delete two 325 ton chillers	\$ (724,500)
Add four 430 Ton chillers	\$ 1,526,000
Delete cooling tower	\$ (250,700)
Add new cooling tower	\$ 690,000
Subtotal	\$ 4,481,050
Add-Ons (Insurance, Contingency, Fee):	\$ 855,881
<b>Total:</b>	<b>\$ 5,336,931</b>

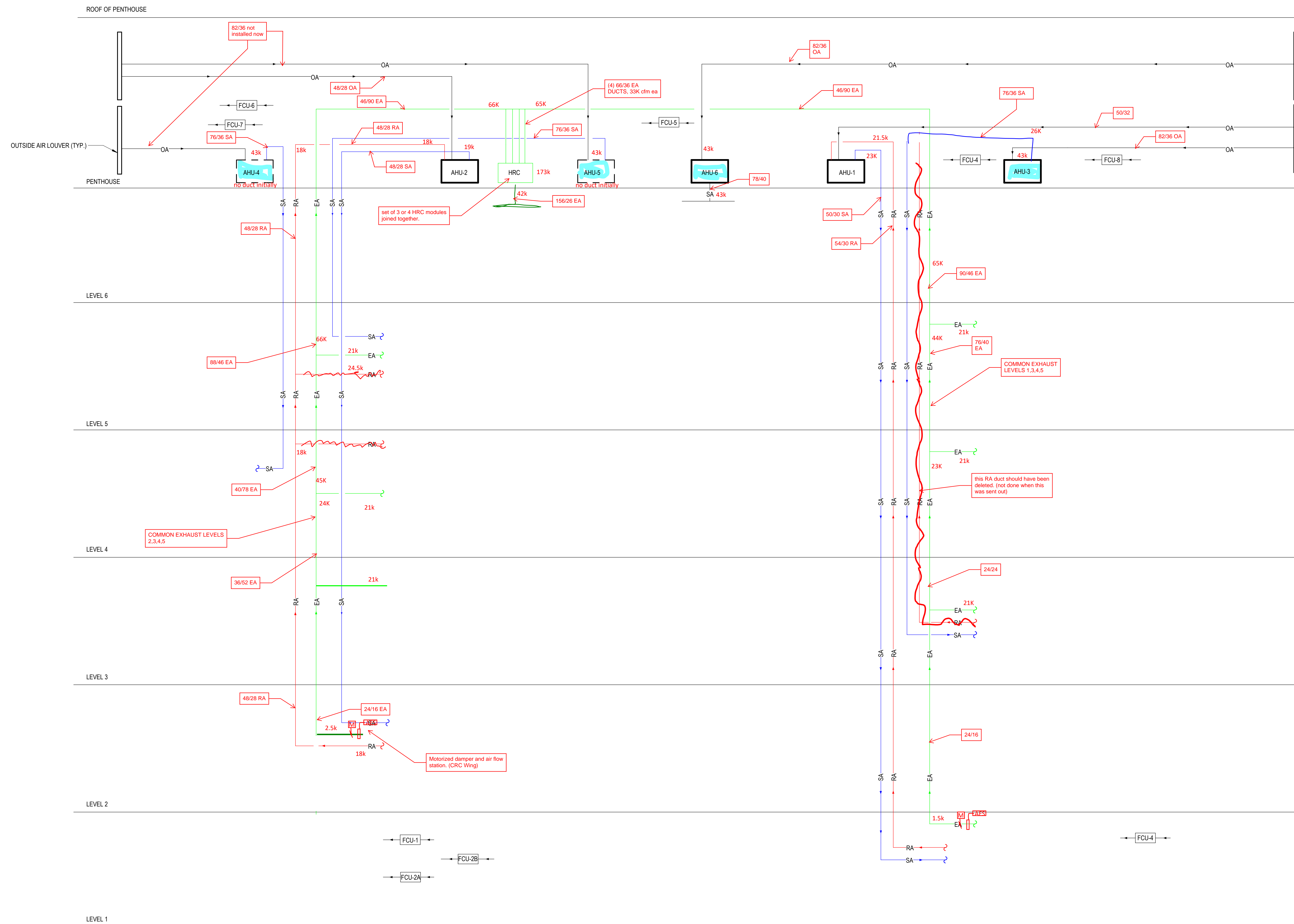
**ERV Option – Per UNMC Sketch**

- This option requires at least 1 floor to be fitout with a dry lab.

<b>UNMC ERV Reconfiguration</b>	
Deduct ERV 1, 2, 3	\$ (158,649)
Revise Duct Layout per revised LAD Plan	\$ -
Delete HRC 6 add back two HRC Modules	\$ 276,000
Building Controls	\$ 18,900
<b>Subtotal</b>	<b>\$ 136,251</b>
Add-Ons (Insurance, Contingency, Fee):	\$ 26,024
<b>Total:</b>	<b>\$ 162,275</b>



# SCENARIO WITH 4 WETLABS, 2 WL AHUS ARE NOT DUCTED DAY 1 NO COMMON RETURN SYSTEM



KEY PLAN

REVISIONS

NO.	DESCRIPTION	DATE

FILE LOG

ACTIVITY	BY
Manager	AMS
Design	RLA
Draw	TAA
Check	MBR

STAMP

CORE AND SHELL DESIGN  
DEVELOPMENT  
SUBMITTAL  
04/12/2024

Designer Project No. 002-10246-000  
Sheet Issue Date: 11/02/23

AIRFLOW RISER ALTERNATE DIAGRAM

M704

1 AIR DISTRIBUTION RISER DIAGRAM  
SCALE: NONE

UNMC CORE Building

Omaha, NE  
 Comprehensive Cost Summary  
 Des Dev (Est. 4)  
 June 12, 2024



SYSTEM BREAKDOWN	CORE & SHELL (193,217 SF)		ADMIN (fit out) (12,380 SF)		DRY LAB (fit out) (23,591 SF)		WET LAB (fit out) (23,311 SF)		SHARED AMENITY (fit out) (3,086 SF)		SITework (193,217 SF)		ALL BUILDINGS (193,217 SF)		
	Cost/SF	Total Cost	Cost/SF	Total Cost	Cost/SF	Total Cost	Cost/SF	Total Cost	Cost/SF	Total Cost	Cost/SF	Total Cost	Cost/SF	Total Cost	
	FOUNDATIONS	\$ 14.12	\$ 2,728,432	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.57	\$ 110,809	\$ 14.69	\$ 2,839,241
SLABS-ON-GRADE	\$ 1.70	\$ 328,148	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 1.70	\$ 328,148	
SUPERSTRUCTURE	\$ 45.38	\$ 8,768,773	\$ 1.49	\$ 18,448	\$ 1.49	\$ 35,155	\$ 1.49	\$ 34,738	\$ 0.50	\$ 1,531	\$ 0.00	\$ -	\$ 45.85	\$ 8,858,645	
EXTERIOR VERTICAL ENCLOSURES	\$ 42.86	\$ 8,281,389	\$ 11.61	\$ 143,700	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 43.60	\$ 8,425,089	
EXTERIOR HORIZONTAL	\$ 9.16	\$ 1,769,148	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 9.16	\$ 1,769,148	
INTERIOR CONSTRUCTION	\$ 16.21	\$ 3,131,995	\$ 36.04	\$ 446,144	\$ 4.22	\$ 99,486	\$ 27.79	\$ 647,905	\$ 40.61	\$ 125,308	\$ 0.00	\$ -	\$ 23.04	\$ 4,450,839	
INTERIOR FINISHES	\$ 3.48	\$ 672,603	\$ 18.43	\$ 228,145	\$ 7.68	\$ 181,269	\$ 10.55	\$ 245,827	\$ 34.52	\$ 106,521	\$ 0.00	\$ -	\$ 7.42	\$ 1,434,365	
INTERIOR MONUMENTAL STAIR	\$ 0.98	\$ 189,797	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.98	\$ 189,797	
CONVEYING SYSTEMS	\$ 4.71	\$ 910,000	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 4.71	\$ 910,000	
PLUMBING	\$ 0.00	\$ -	\$ 3.26	\$ 40,307	\$ 0.00	\$ -	\$ 18.78	\$ 437,684	\$ 27.47	\$ 84,757	\$ 0.00	\$ -	\$ 2.91	\$ 562,749	
HVAC	\$ 69.56	\$ 13,440,407	\$ 21.79	\$ 269,821	\$ 27.31	\$ 644,335	\$ 59.61	\$ 1,389,543	\$ 32.68	\$ 100,842	\$ 0.00	\$ -	\$ 82.01	\$ 15,844,948	
CONTROLS	\$ 3.22	\$ 622,365	\$ 1.44	\$ 17,864	\$ 1.61	\$ 37,962	\$ 19.32	\$ 450,344	\$ 3.26	\$ 10,049	\$ 0.00	\$ -	\$ 5.89	\$ 1,138,584	
FIRE PROTECTION	\$ 5.04	\$ 974,227	\$ 2.22	\$ 27,435	\$ 2.66	\$ 62,642	\$ 2.76	\$ 64,299	\$ 2.92	\$ 9,025	\$ 0.00	\$ -	\$ 5.89	\$ 1,137,629	
ELECTRICAL	\$ 39.73	\$ 7,677,428	\$ 48.37	\$ 598,790	\$ 45.32	\$ 1,069,113	\$ 51.12	\$ 1,191,550	\$ 41.80	\$ 128,992	\$ 3.84	\$ 741,836	\$ 59.04	\$ 11,407,709	
COMMUNICATIONS	\$ 0.00	\$ -	\$ 3.74	\$ 46,359	\$ 3.12	\$ 73,524	\$ 3.03	\$ 70,610	\$ 3.65	\$ 11,251	\$ 0.41	\$ 79,583	\$ 1.46	\$ 281,327	
ELECTRONIC SAFETY & SECURITY	\$ 0.00	\$ -	\$ 4.00	\$ 49,543	\$ 2.68	\$ 63,341	\$ 1.56	\$ 36,281	\$ 2.77	\$ 8,563	\$ 0.00	\$ -	\$ 0.82	\$ 157,729	
EQUIPMENT	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 1.01	\$ 23,428	\$ (0.14)	\$ (429)	\$ 0.00	\$ -	\$ 0.12	\$ 22,999	
FURNISHINGS	\$ 0.75	\$ 145,347	\$ 3.74	\$ 46,308	\$ 3.20	\$ 75,535	\$ 16.15	\$ 376,546	\$ 4.28	\$ 13,193	\$ 0.00	\$ -	\$ 3.40	\$ 656,929	
SPECIAL CONSTRUCTION	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	
SITE PREPARATION	\$ 0.13	\$ 25,000	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 4.30	\$ 831,320	\$ 4.43	\$ 856,320	
SITE IMPROVEMENTS	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 4.89	\$ 945,542	\$ 4.89	\$ 945,542	
SITE UTILITIES	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 5.31	\$ 1,025,911	\$ 5.31	\$ 1,025,911	
HOISTING	\$ 3.52	\$ 679,874	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 3.52	\$ 679,874	
GENERAL REQUIREMENTS	2.47%	\$ 7.57	\$ 1,462,726	\$ 4.56	\$ 56,433	\$ 2.90	\$ 68,389	\$ 6.22	\$ 145,072	\$ 5.67	\$ 17,507	\$ 0.56	\$ 108,517	\$ 9.62	\$ 1,858,644
<b>--- COST OF WORK SUBTOTAL ---</b>		<b>\$ 268.13</b>	<b>\$ 51,807,659</b>	<b>\$ 160.69</b>	<b>\$ 1,989,300</b>	<b>\$ 102.19</b>	<b>\$ 2,410,751</b>	<b>\$ 219.37</b>	<b>\$ 5,113,828</b>	<b>\$ 199.97</b>	<b>\$ 617,110</b>	<b>\$ 19.89</b>	<b>\$ 3,843,518</b>	<b>\$ 340.46</b>	<b>\$ 65,782,166</b>
GENERAL CONDITIONS	7.22%	\$ 22.13	\$ 4,275,661	\$ 13.32	\$ 164,959	\$ 8.47	\$ 199,908	\$ 18.19	\$ 424,056	\$ 16.58	\$ 51,173	\$ 1.64	\$ 317,204	\$ 28.12	\$ 5,432,960
BUILDER'S RISK INSURANCE		\$ 0.24	\$ 46,513	\$ 0.14	\$ 1,786	\$ 0.09	\$ 2,164	\$ 0.20	\$ 4,591	\$ 0.18	\$ 554	\$ 0.02	\$ 3,451	\$ 0.31	\$ 59,059
GL AND UMBRELLA INSURANCE	1.120%	\$ 3.43	\$ 663,260	\$ 2.07	\$ 25,589	\$ 1.31	\$ 31,011	\$ 2.82	\$ 65,782	\$ 2.57	\$ 7,938	\$ 0.25	\$ 49,206	\$ 4.36	\$ 842,786
CM FEE	2.985%	\$ 9.15	\$ 1,767,707	\$ 5.51	\$ 68,200	\$ 3.50	\$ 82,649	\$ 7.52	\$ 175,319	\$ 6.86	\$ 21,157	\$ 0.68	\$ 131,143	\$ 11.63	\$ 2,246,175
PERFORMANCE & PAYMENT BOND		\$ 1.83	\$ 354,280	\$ 1.10	\$ 13,604	\$ 0.70	\$ 16,486	\$ 1.50	\$ 34,970	\$ 1.37	\$ 4,220	\$ 0.14	\$ 26,283	\$ 2.33	\$ 449,843
PRECONSTRUCTION SERVICES		\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -
<b>--- TOTAL CONSTRUCTION COST ---</b>		<b>\$ 304.92</b>	<b>\$ 58,915,080</b>	<b>\$ 182.83</b>	<b>\$ 2,263,438</b>	<b>\$ 116.27</b>	<b>\$ 2,742,968</b>	<b>\$ 249.61</b>	<b>\$ 5,818,546</b>	<b>\$ 227.53</b>	<b>\$ 702,152</b>	<b>\$ 22.62</b>	<b>\$ 4,370,805</b>	<b>\$ 387.20</b>	<b>\$ 74,812,989</b>
CM ESTIMATING CONTINGENCY - C&S	1.00%	\$ 2.68	\$ 518,077	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.20	\$ 38,435	\$ 2.88	\$ 556,512
ADJUSTMENT - PERFORMANCE & PAYMENT BOND															
ADJUSTMENT - AMENDMENT 2 TOTAL PROJECT COST EST															
CM ESTIMATING CONTINGENCY - TI	1.50%	\$ 0.00	\$ -	\$ 2.41	\$ 29,839	\$ 1.53	\$ 36,161	\$ 3.29	\$ 76,707	\$ 3.00	\$ 9,257	\$ 0.00	\$ -	\$ 0.79	\$ 151,965
ADJUSTMENT - PERFORMANCE & PAYMENT BOND															
ADJUSTMENT - AMENDMENT 2 TOTAL PROJECT COST EST															
CM CONTRACTING CONTINGENCY - C&S	3.00%	\$ 8.04	\$ 1,554,230	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ 0.60	\$ 115,306	\$ 8.64	\$ 1,669,535
CM CONTRACTING CONTINGENCY - TI	3.00%	\$ 0.00	\$ -	\$ 4.82	\$ 59,679	\$ 3.07	\$ 72,223	\$ 6.58	\$ 153,415	\$ 6.00	\$ 18,513	\$ 0.00	\$ -	\$ 1.57	\$ 303,930
<b>--- TOTAL PROJECT COST ESTIMATE---</b>		<b>\$ 315.64</b>	<b>\$ 60,987,387</b>	<b>\$ 190.06</b>	<b>\$ 2,352,936</b>	<b>\$ 120.87</b>	<b>\$ 2,851,452</b>	<b>\$ 259.48</b>	<b>\$ 6,048,668</b>	<b>\$ 236.53</b>	<b>\$ 729,922</b>	<b>\$ 23.42</b>	<b>\$ 4,524,546</b>	<b>\$ 401.08</b>	<b>\$ 77,494,931</b>

NOTES:

The GC's identified above for each building component are prorated based on the cost of work. They shall not be considered stand-alone values.

# UNIVERSITY OF NEBRASKA CHANGE ORDER

Distributed To: Owner's Representative   
 Architect/Engineer   
 Contractor   
 Field   
 Other

PROJECT: Campus Operations Research Excellence  
 (CORE) Building

CONTRACT DATE: August 31,  
 2023

PROJECT NUMBER: P-23148

P.O. NUMBER: 490001128

CONTRACTOR'S NAME & ADDRESS:  
 McCarthy Building Companies, Inc.  
 4201 S 130<sup>th</sup> Street  
 Omaha NE 68137

ACCOUNT NUMBER:

CHANGE ORDER NO 1.

INITIATION DATE: 2-17-2025

You are directed to proceed with the following changes to the contract:

Reference Letters	Description	Amount
PCO #011	Mechanical Option #3 and delete dry lab fit out allowance	\$2,485,479

The original Contract Sum was	\$77,540,383
Net change by previously authorized Change Orders	\$0
The Contract Sum prior to this Change Order was	\$77,540,383
The Contract Sum will be (increased) by this Change Order	\$2,485,479
The new Contract Sum including this Change Order will be	\$80,025,862
The Contract time will be (unchanged) by this Change Order	(0) Days
The date of Substantial Completion as of the date of the Change Order is	(6/01/2026)

This Change Order is not valid until signed by the Owner's Representative or by the Owner's Representative and the Engineer when signature by the Engineer is required by the Contract. Signature by the contractor indicates his agreement, including any adjustment in the Contract Sum or Contract Time.

<u>Leo A. Daly</u> <b>ARCHITECT/ENGINEER</b> 8600 Indian Hills Drive <b>Address</b> Omaha NE 68114	<u>McCarthy Building Companies</u> <b>CONTRACTOR</b> 4201 S. 130th Street <b>Address</b> Omaha NE 68137	<u>Univ. of Nebraska Medical Center</u> <b>OWNER'S REPRESENTATIVE</b> 987100 Nebraska Medical Center <b>Address</b> Omaha, Nebraska 68198-7100
<u>Authorized By</u> Abby Goranson Director – Structural Engineering	<u>Authorized By</u> Ryan Felton Vice President - Operations	<u>Authorized By</u> Dr. Jeffrey P. Gold – President, University of Nebraska
<u>Date</u>	<u>Date</u>	<u>Date</u>



# BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Omaha American Association of University Professors (UNO/AAUP) for the 2025-2027 biennium.

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Joanne Li, Chancellor  
Anne Barnes, Interim Vice President | CFO

### **PURPOSE & KEY POINTS**

The amendments to the Bargaining Agreement were made pursuant to Neb. Rev. Stat. §§ 81-1369 through 81-1388. The key economic element of the amendments involves the distribution of salary increases to eligible Unit Members under Article 4 of the Collective Bargaining Agreement in an amount equal to 4.9% of Aggregate Faculty Base Salary in the first year and 4.8% in the second year of the contract for the 2025-2027 biennium.

Minor, non-substantive adjustments or corrections may be made in the final document prior to printing. By statute, once these amendments are approved by the Board, they become effective upon ratification by the UNO/AAUP.

### **BACKGROUND INFORMATION**

April 7, 2023 – The Board of Regents approved amendments to the Collective Bargaining Agreement for the 2023-2025 biennium.

### **RECOMMENDATION**

The President recommends approval.



## ATTACHMENT A

### Article 4

#### SALARY AND FRINGE BENEFITS

##### 4.1 SALARY INCREASE FOR 20235-20246

##### 4.1.1 Eligibility:

The provisions of this section will apply to all faculty who are Unit Members on March 25, 20235 and whose appointment status on July 1, 20235 (in the case of fiscal year appointments) or August 184, 20253 (in the case of academic year appointments) fits the unit determination section of this contract.

##### 4.1.2 Effective Date of Salary Increases:

All increases determined under this section shall be effective July 1, 20235, for full-year Unit Members and effective August 184, 20253, for academic-year Unit Members.

##### 4.1.3 Total Salary Increase Pool:

The total dollars to be distributed for salary increases to eligible Unit Members for 20235-20246 shall be \$~~2,694,459~~1,552,287.

##### 4.1.4 Promotion Increases:

All eligible Unit Members who receive a promotion in faculty rank effective either July 1, 20235 or August 14, 20235, shall on said date, receive the following promotion increase:

Promotion to Professor \$~~6,500~~5,550

Promotion to Associate Professor \$~~5,500~~4,250

Promotion to Assistant Professor \$2,200

Promotion to Lecturer (after six consecutive years as Instructor) \$~~2,500~~2,000

Promotion from Assistant Instructor to Instructor (after six yrs.) \$1,000

##### 4.1.5 Salary Increase for Satisfactory Performance:

The total dollars allocated in 20235-20246 for salary increases for satisfactory performance for 20224-20235 shall be \$~~1,886,121~~1,086,601. All eligible Unit Members, whose performance for 20224-20235 was judged satisfactory or better as a result of the formal performance reviews conducted in March-April, 20235, will receive an equal percentage increase.

##### 4.1.5.1 Effect of Separation on Salary Increase Pool:

In cases in which the University is officially informed, by April 15, 20235, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Section 4.1.2, any salary increases under

Section 4.1.5 to which said Unit Member would be entitled in 202~~35~~-202~~46~~ shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Section 4.1.5.

4.1.6 Salary Increases for Exceptional Performance:

\$~~808,337,465,686~~, less any amount required to meet the promotion increases specified in 4.1.4, shall form a salary increase pool for Unit Members qualifying for exceptional performance increases. The dollars allocated to the Colleges shall be proportional to the salary base of Unit Members as of March 25, 2023. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October 1982, as reflected in the procedures distributed to all Unit Members on October 12, 1982.

4.1.7 Appeal of Salary Increase Recommendations:

- (1) Department recommendations for salary increases based upon satisfactory performance will be forwarded to the respective College Deans and communicated to Unit Members not later than April 1, 202~~35~~. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (2) Departmental recommendations for salary increases based upon exceptional performance will be forwarded to the respective College Deans and communicated to Unit Members not later than May 1, 202~~35~~. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (3) Unit Members will have the right to appeal to the Dean:
  - a. An unsatisfactory rating of their performance, not later than five working days following notification.
  - b. A departmental recommendation concerning their salary increase, or lack thereof, for exceptional performance, not later than five working days following notification.
- (4) The Dean will consider such appeals in consultation with the appropriate personnel advisory committee (promotion and tenure committee) and communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department.
- (5) Unit Members will have the right to appeal the Dean's decision to the Senior Vice Chancellor. The Senior Vice Chancellor will communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department. The Senior Vice Chancellor's decision shall not be grievable under the terms of this Agreement.

4.2 SALARY INCREASE FOR 202~~64~~-202~~75~~

4.2.1 Eligibility:

The provisions of this section will apply to all faculty who are Unit Members on March 25, 202~~6~~4, and whose appointment status on July 1, 202~~6~~4 (in the case of fiscal year appointments) or August 1~~7~~9, 202~~6~~4 (in the case of academic year appointments) fits the unit determination section of this contract.

4.2.2 Effective Date of Salary Increases:

All increases determined under this section shall be effective July 1, 202~~6~~4, for full-year Unit Members and effective August ~~1~~7~~9~~9, 202~~6~~4, for academic-year Unit Members.

4.2.3 Total Salary Increase Pool:

The total dollars to be distributed for salary increases to eligible Unit Members for 202~~6~~4- 202~~7~~5 shall be \$~~2,768,804~~1,598,856.

4.2.4 Promotion Increases:

All eligible Unit Members who receive a promotion in faculty rank effective either July 1, 202~~6~~4 or August ~~1~~7~~9~~9, 202~~6~~4, shall on said date, receive the following promotion increase:

Promotion to Professor \$~~6,500~~5,550

Promotion to Associate Professor \$~~5,500~~4,250

Promotion to Assistant Professor \$2,200

Promotion to Lecturer (after six consecutive years as an Instructor) \$~~2,500~~2,000

Promotion from Assistant Instructor to Instructor (after six

Consecutive years as an Assistant Instructor) \$1,000

4.2.5 Salary Increase for Satisfactory Performance:

The total dollars to be distributed in 202~~6~~4-202~~7~~5 for salary increases for satisfactory performance for 202~~5~~3-202~~6~~4 shall be \$~~1,938,163~~1,119,199. All eligible Unit Members, whose performance for 202~~5~~3-202~~6~~4 was judged satisfactory or better as a result of the formal performance reviews conducted in March-April, 202~~6~~4, will receive an equal percentage increase.

4.2.5.1 Effect of Separation on Salary Increase Pool:

In cases in which the University is officially informed, by April 15, 202~~6~~4, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Section 4.2.2, any salary increases under Section 4.2.5 to which said Unit Member would be entitled in 202~~6~~4-202~~7~~5 shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Section 4.2.5.

4.2.6 Salary Increases for Exceptional Performance:

\$~~830,641~~479,657 less any amount required to meet the promotion increases specified in 4.2.4, shall form a salary increase pool to be distributed to the Colleges for

allocation to Unit Members based on performance. The dollars allocated to the Colleges shall be proportional to the salary base of Unit Members as of March 25, 20264. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October, 1982, as reflected in the procedures distributed to all Unit Members on October 12, 1982.

4.2.7 Appeal of Salary Increase Recommendations:

- (1) Department recommendation for salary increases based upon satisfactory performance will be forwarded to the respective College Deans and communicated to Unit Members not later than April 1, 20264. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (2) Department recommendations for salary increases based upon exceptional performance will be forwarded to the respective College Deans and communicated to Unit Members not later than May 1, 20264. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (3) Unit Members will have the right to appeal to the Dean:
  - a. An unsatisfactory rating of their performance, not later than five working days following notification.
  - b. A department recommendation concerning their salary increase, or lack thereof, for exceptional performance, not later than five working days following notification.
- (4) The Dean will consider such appeals in consultation with the appropriate personnel advisory committee (promotion and tenure committee) and communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department.
- (5) Unit Members will have the right to appeal the Dean's decision to the Senior Vice Chancellor. The Senior Vice Chancellor will communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department. The Senior Vice Chancellor's decision shall not be grievable under the terms of this Agreement.





**Project Name:** Biomechanics Research Building Addition – Phase 3  
**Campus:** University of Nebraska (Omaha)  
**Date:** February 21, 2025  
**Prepared By:** The Schemmer Associates Inc.

## 1. INTRODUCTION

### a. Background and History

The Biomechanics Research Building (BRB) opened in the fall of 2013 and established UNO at the forefront of this research field with its first-in-the-world stand-alone building dedicated solely to this area of study. Less than a year later, a \$10 million, 5-year COBRE (Centers of Biomedical Research Excellence) grant from the National Institutes of Health (NIH) was received to establish a Center for Research in Human Movement Variability. The second phase of the project broke ground in spring of 2018 expanding and adding 30,000 SF. The second addition was made possible through a generous donation by Ruth and Bill Scott and their family. In August of 2023, Biomechanics celebrated ten years of the Biomechanics Research Building. Currently a third expansion of the building is planned to accommodate the growth anticipated from the second COBRE grant received in 2024.

The Division of Biomechanics and Research Development is a division in the College of Education, Health, and Human Sciences. The vision of the Division of Biomechanics and Research Development is to advance research and scholarship at the University of Nebraska. In doing so, the Division will establish a global reputation as an outstanding academic environment that shapes the future of healthcare by solving complex biomedical problems and improving quality of life through the development of new diagnostic and treatment strategies. These strategies will be based on innovations arising from collaborative research in areas such as biosciences, biotechnology, mathematics, medicine, and engineering.

#### Current Fields of Study

- The Center for Research in Human Movement Variability (MOVCENTR) is dedicated to bringing scientists and established clinical investigators together.
- The Center for Cardiovascular Research in Biomechanics (CRiB) is a Center of Biomedical Research Excellence (COBRE) funded by the National Institutes of Health. The goal of CRiB is to develop materials and devices to address the pressing challenges posed by vascular diseases, which remain a leading cause of death and disability globally. The comprehensive approach will leverage human tissue analysis, biomedical materials development, preclinical animal models, and extensive scientific collaboration with academia and the biomedical device industry for maximum innovation and global impact.

### b. Project Description

The Project will provide an approximately 19,000 SF, three-level addition, which will connect to and expand the existing Biomechanics Research Building. It will include laboratories, instructional space, offices, graduate student space, and a collaboration space for students and researchers.

### c. Purpose and Objectives

The purpose of the Project is to:

- Expand the current facility and complete the final phase of construction.



- Facilitate an increase in research projects and types.
- Increase classroom and learning forum spaces.
- Increase workspace for undergraduate and graduate students.
- Increase office and collaborative spaces for faculty.
- Add Wet Labs to campus.

## 2. JUSTIFICATION OF THE PROJECT

### a. Data which Supports the Funding Request

The Biomechanics Research Building currently serves as a research facility where engineers, scientists, and clinicians gather to gain insights on healthy and abnormal human movement patterns.

The facility is home to The Center for Research in Human Movement Variability (MOVCENTR) and The Center for Cardiovascular Research in Biomechanics (CRiB). This environment of academic excellence provides services of consultation, data analysis, data collection, software training, and machining and prototyping to individuals throughout the State of Nebraska.

The current building was designed for 122 personnel: faculty, researchers, staff, and undergraduate and graduate students. With recent successes, current personnel exceed 140. Two new faculty members will start in August of 2025, and an additional two new faculty members will start in August of 2026.

With the rapid success of the new COBRE in cardiovascular biomechanics and the ongoing achievements of the previous COBRE in human movement variability, BRB Phase 3 is designed to address the following critical needs.

- BRB Phase 3 will support the expansion of the cardiovascular research team, with confirmed UNO Administration commitments to hire eight new faculty members over the next 10 years, while also fostering increased industry collaboration in the emerging research area. All new faculty will require wet lab space for their research, which could result in a total of 13 faculty and 30+ students using a single 868 square foot room, an impossible task!
- BRB Phase 3 will offer highly specialized laboratory spaces that are distinct from those available at UNMC, complementing their facilities and building on the success of numerous joint patents already filed in collaboration.
- BRB Phase 3 will enable innovative research in biomechanics-related material science and device development, driving innovations in areas such as stents, emergency medical care, military equipment, and human performance technology, further establishing our leading position in the world's biomechanics research.
- High-tech instructional space is included in the BRB Phase 3 plans, allowing UNO to offer unique research, instructional, and service opportunities to our increasing biomechanics student body. This will further strengthen national and international student recruitment, enrollment, and success.
- The new Tissue Analysis Core (TAC), already one of the largest of its kind in the U.S., will expand its capabilities to attract more external projects and paying clients from across the United States and internationally. By offering specialized services in tissue biomechanics, BRB Phase 3 will serve as a national and global resource, driving revenue through industry collaborations, federal contracts, and partnerships with biomedical



device companies. This will play a critical role in advancing CRiB toward self-sustainability, positioning UNO as a leader in cardiovascular biomechanics research and innovation while reducing reliance on external grant funding over time.

- BRB Phase 3 will highlight UNO’s “Research Hub” at the southeast corner of the Dodge Campus, alongside the new Health Science Collaborative, showcasing UNO’s growing research enterprise.
- BRB Phase 3 will demonstrate to the NIH External Advisory team UNO’s commitment to expanding this national research center and meeting the 15-year growth requirements associated with this funded designation.

b. **Alternatives Considered**

An addition to the existing building was deemed to be the most viable approach for meeting the needs of the growing Department. A “do nothing” option was rejected because the building is currently overcrowded and there is presently no space for the Department to grow within the existing facility.

3. **LOCATION AND SITE CONSIDERATIONS**

- a. **County:** Douglas
- b. **Town or Campus:** University of Nebraska at Omaha, Dodge Campus
- c. **Proposed Site:** East of the existing Biomechanics Research Building, as shown below in the images of the Dodge Campus.







d. **Statewide Building Inventory:**

Asset: Biomechanics Research Building - 209864

Tag Number: 51ZZ0300200B

e. **Influence of Project on Existing Site Conditions**

(1) **Relationship to Neighbors and Environment**

The BRB addition will occupy a prominent location on campus as a “bookend” building to the current facility. It will bracket the southeast side of the soccer stadium and will be convenient for the East Parking Garage. The sloping terrain enables a multistory structure which results in a significant building size within a small footprint.

(2) **Utilities**

**DOMESTIC WATER**

The current domestic water service was planned with the future addition in mind and will serve the expansion accordingly. The current water service entrance enters the building on the north side with a meter and backflow preventers in the main mechanical room on the lower level.

**FIRE PROTECTION**

The fire sprinkler installation for Phase 2 included capped pipes at each floor to serve the Phase 3 project.

**HOT/CHILLED WATER**

Chilled water and hydronic hot water were tapped from nearby H&K for Phase 2. This piping includes taps to serve Phase 1 and Phase 3. New piping will be extended from these taps to Phase 3 to provide heating and cooling to the building.

**SANITARY SEWER**

A sanitary invert of 1095.35 was provided at the southeast corner of Phase 2 for the final addition to tie into. This was designed to have the future addition sewer flow through Phase 2 and out to the lift station at the south.



### STORM WATER

An internal roof drain system will collect storm water and discharge the primary flow to exterior subgrade storm drain piping. This piping will route the storm water to underground detention chambers to comply with City of Omaha storm water management regulations. A secondary roof drain system will discharge to grade via a downspout nozzle.

A 30" diameter storm drainage pipe was rerouted during the Phase 2 addition to the east edge of the open space to clear the future Phase 3 footprint.

The storm chamber system built across University Drive East to the southeast for Phase 2 is at capacity. The storm sewer pipe beneath University Drive East leading to the storm chamber system was sized to accommodate this final addition. A survey east of the existing chamber will determine if there is enough room to expand the existing chamber system adequately. If not, an adequate location to construct an additional storm chamber will need to be identified for the final addition.

### ELECTRICAL SERVICE

**Pad Mounted Transformer.** The existing 500Kva transformer serving the BRB was relocated to serve the current building and a potential future addition during the previous phase. The primary radial feed is from the Health and Kinesiology (H&K) building transformer. The desire is for the BRB to operate as a stand-alone building, no longer tied to H&K. A new duct bank will be installed from the existing transformer location to an existing electrical manhole to the east/southeast of soccer field (manhole #5). New medium voltage cabling will be installed from the medium voltage switch #3 southwest of the Epley Administration Building, through the existing and new duct bank system to the existing BRB transformer, routing through manholes #2, #3, #4 and #5. The new medium voltage cabling will serve the BRB transformer and the existing feed from the H&K transformer will be dry-docked at the transformer for future reconnection if needed.

**Standby Generator.** Currently, the existing BRB is connected to a pad-mounted natural gas generator with a critical dB level enclosure at the north side of the Phase 2 addition. Recent building load and generator load testing information indicates the generator has capacity for the loads projected for the addition. Conduits for future standby and emergency loads were installed from the electrical room to lab 158 and will be extended into the new building. A new 3-pole circuit breaker will be installed in the emergency panel to serve the new panel in the addition. The current standby panel is full. A new sub-panel will need to be installed, and some loads moved to the sub-panel. Two new 3-pole circuit breakers will be installed in the standby one, one to serve the sub-panel and one to serve the new standby panel in the addition.

### FIBER OPTIC

**Communications: Fiber Optic Cable.** The fiber optic backbone will be extended from the existing building to a new IDF location in the addition.

## (3) Parking and Circulation

### VEHICLE TRAFFIC

Additional parking is not a requirement of the Project.

Current fire truck access, located north and west of the building was extended east along the north side of the building to provide the 20-foot-wide fire lane and additional length of the fire lane during the previous phase of construction. This additional length was required to provide adequate access to all portions of the proposed addition at that time, as well as the final planned phase.



#### PEDESTRIAN TRAFFIC

An additional entrance is envisioned at the east end of the proposed addition. Access to this door will connect to the existing sidewalk running north-south along the east parking garage.

#### PLAZA

An outdoor plaza to the north is desirable at the main entry level.

### 4. COMPREHENSIVE PLAN COMPLIANCE

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

An addition to the Biomechanics Research Building aligns with the following UNO strategic plan (USP) objectives:

- Recruit, develop, retain, and graduate a diverse student body reflecting a dynamic metropolitan community. (USP 1.1)
- Prepare students for academic success, careers, and professional responsibilities in an increasingly complex world. (USP 1.2)
- Support and enhance faculty, staff, and student research and creative activity. (USP 2.3)
- Identify, develop, and support interdisciplinary/transdisciplinary academic priorities. (USP 2.4)
- Develop and enhance applied and experiential student learning opportunities. (USP 2.5)
- Build new and strengthen existing connections with a broad range of community partners (USP 3.1)
- Recruit, retain, and reward outstanding faculty and staff. (USP 4.1)
- Maintain and expand facilities to meet the growing needs of campus. (USP 4.6)
- Utilize technology that supports learning, effectiveness, research, and innovation (USP 4.7)

#### b. Consistency with the Agency Comprehensive Capital Facilities Plan

The project supports the following Campus Facility Development Plan goals:

- a. 2022 – Facilities Development Plan

#### 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.”

### 5. ANALYSIS OF EXISTING FACILITIES

#### a. Function and Purpose of Existing Programs as they Relate to the Proposed Project

The Biomechanics Research Building Phase 3 Addition will connect to the existing buildings to form a complete facility. The existing programs are served well within the current building and faculty and staff express pleasure and satisfaction with the facility and its attributes. It provides laboratories and related spaces conducive to their research. Since its opening, all spaces have



become used to their capacity, for their intended purposes, and the Department is now in the position of not being able to meet the demand for research space and personnel. In addition, support space such as storage for research equipment is lacking.

The main entrance to the facility will remain in its current position, which provides easy access to the client parking lot. The central east-west corridors will connect to the additional circulation system to provide clear wayfinding for clients and other visitors, as well as faculty and students. It is anticipated that little disruption to the existing building usage will occur due to the expansion.

The student entry at the north will remain and provide a connected walkway to the new addition from this lobby.

b. **Square Footage of Existing Areas**

The existing 53,218 GSF BRB (June 30, 2024, FMIR document) is comprised of research laboratories and support spaces, a machine shop, offices, conference rooms, and workstations and collaboration spaces for students.

c. **Utilization of Existing Space by Facility, Room and/or Function**

A list of existing spaces and their sizes is noted in the chart that follows.



Space Description	Space Use Code	Existing NSF
General Classrooms/Forum Space	110	1,280
Graduate Meeting Room	110	499
Cell Culture Lab	250	169
Research Labs (8)	250	3,020
Gait Labs (2)	250	3,874
Machine Shop	250	470
Research Machine Shop	250	1,223
Data Processing	250	559
Evaluation	250	122
Virtual Reality Lab/Closets	250/255	1,510
Aquatic Lab/Closets	250/255	329
Virtual Reality Lab/VR Equipment	250/255	1,165
Microscope	255	40
Research	255	44
Storage	255	98
Washroom	255	113
Dressing Room (2)	255	89
Changing (2)	255	93
ETO Closet	255	30
Staff Offices	310	1,440
Faculty Offices	310	4,690
Graduate Offices/Work Area	310	3,472
Service/Storage Offices	315	382
Collaboration	350	278
Conference (3)	350	1,050
Evaluation (2)	350	232
File Room	355	57
Workroom	355	99
Kitchenettes (2)	355	209
Library (2)	440	494
Lunchroom	630	365
Closets/Storage (4)	635	469
Reception/Lounge/Breakroom	650	2,137
Circulation/Concourse	W01	8,127
Stairs	W02	2,018
Vestibules	W03	262
Elevators	W04	470
Custodial	X01	348
Restrooms	X03	1,233
Waste Management	X04	47
Electrical (1)	Y04	383
Mechanical (1)	Y04	2,113
Telecom (3)	Y04	219
<b>Net Square Feet</b>		45,321
<b>Gross Square Feet</b>		53,218
<b>Efficiency</b>		85%



d. **Physical Deficiencies**

The original building is approximately 12 years old with the most recent addition at approximately five years old. The facility currently has no identified physical deficiencies.

e. **Programmatic Deficiencies**

As the field of biomechanics research expands, and UNO's role and reputation grow, so too do the needs for physical space and equipment. The existing building is fully utilized and over capacity. Some deficiencies are:

- The NIH will recognize that the necessary facilitates for the continued funding of CRiB are not in place, jeopardizing annual funding for Phase I (2023-2028). This shortfall could prevent UNO from progressing to Phase II (2028-2033) and Phase III (2033-2038), putting \$30 million of NIH funding at risk.
- As NIH COBRE grants are designed for capacity building, requiring researchers to secure significant external funding, the expanding cardiovascular biomechanics team will lack the independent laboratory space necessary to conduct essential research. This will undermine their competitiveness for additional grants from the NIH, DoD (Department of Defense), and NSF (National Science Foundation), slowing the strong momentum currently driving UNO's cardiovascular biomechanics team.
- Without the state-of-the-art facilities that BRB Phase 3 would provide, UNO will struggle to secure critical industry contracts and partnerships with the biomedical device industry and federal agencies. This failure would directly hinder the transition of CRiB toward self-sustainability, limiting opportunities to generate revenue through federal contracts, industry collaborations, and external service offerings.
- UNO will struggle to recruit the eight promising new researchers supported by the COBRE, as well as the undergraduate students, graduate students, and postdoctoral fellows needed to advance this work.
- The inability to provide adequate facilities may lead to the loss of current cardiovascular biomechanics researchers, who could be recruited away with by better-funded laboratories and universities offering lucrative opportunities.
- Without BRB#3, the increasingly crowded research labs and offices in BRB#1 and BRB#2 will stifle further expansion. This will also hinder the growth of human movement variability research efforts and strain the capacity of the first COBRE.
- UNO's complementary biomechanics services, which have transformed client and patient lives locally, nationally, and globally, will struggle to keep pace with demand without BRB Phase 3.
- UNO would miss a critical opportunity to enhance its national and global competitiveness. Failing to expand BRB#3 could diminish UNO's trajectory as



the recognized world leader in biomechanics, weakening its ability to attract and retain top talent, industry contracts, and external funding sources.

f. **Replacement Cost of Existing Building**

The current 2024 Facilities Management Information Report (FMIR) insured value of the existing Biomechanics Research Building is \$21,514,000, which does not include furnishings, fixtures, and equipment costs.

6. **Facility Requirements and the Impact of the Proposed Project**

a. **Functions/Purpose of the Proposed Program**

(1) **Activity Identification and Analysis**

The following activities are proposed:

Laboratory Facilities: Wet Labs and Manufacturing Labs

Learning Spaces: Classrooms

Office Facilities: Faculty and Technicians, Graduate Workstations, Conference Rooms, Collaboration spaces, Visiting Scholar work areas

General Use Facilities: informal, dispersed Seating Areas

Support Facilities: Storage

(2) **Projected Occupancy/Use Levels/Personnel Projections**

	Existing	New	Projected Total
UNO FTE Faculty & Staff	42	14	56
Graduate Students	44	30	74
Undergraduate Students	39	0	39
Custodial Staff	1	1	2
<b>Total</b>	<b>126</b>	<b>45</b>	<b>171</b>

Description/Justify Projected Enrollments/Occupancy:

The above UNO personnel projections consider current laboratory research programs plus growth projections based on existing and future grant applications. The department now has a Bachelor’s degree in Biomechanics, a Master’s degree in Biomechanics, and a Doctoral degree in Biomechanics and Kinesiology. All projections are based on departmental growth and the rapidly expanding research field of Biomechanics.

b. **Space Requirements**

(1) **Square Footage by Individual Areas and/or Functions**

*See next page.*



Space Description	Space Use Code	Existing NSF	Renovated NSF	New NSF	Total NSF For Project
General Classrooms/Forum Space	110	1,280	0	2,180	3,460
Graduate Meeting Room	110	499	0	360	859
Classroom Storage	115	0	0	240	240
Wet Lab (3)	250	0	0	2,580	2,580
Cell Culture Lab	250	169	0	290	459
Research Labs (8)	250	3,020	0	0	3,020
Gait Labs (2)	250	3,874	0	0	3,874
Machine Shop	250	470	0	0	470
Research Machine Shop	250	1,223	0	0	1,223
Data Processing	250	559	0	0	559
Evaluation	250	122	0	0	122
Manufacturing (1)	250	0	0	602	602
Virtual Reality Lab/Closets	250/255	1,510	0	0	1,510
Aquatic Lab/Closets	250/255	329	0	0	329
Virtual Reality Lab/VR Equipment	250/255	1,165	0	0	1,165
Microscope	255	40	0	0	40
Research	255	44	0	0	44
Storage	255	98	0	0	98
Washroom	255	113	0	0	113
Dressing Room (2)	255	89	0	0	89
Clean Off Room (2)	255	0	0	140	140
Changing (2)	255	93	0	0	93
Freezer Room (1)	255	0	0	330	330
ETO Closet	255	30	0	0	30
Staff Offices	310	1,440	0	0	1,440
Faculty Offices	310	4,690	0	1,960	6,650
Graduate Offices/Work Area	310	3,472	0	2,500	5,972
Visiting Scholar Suite (1)	310	0	0	450	450
Service/Storage Offices	315	382	0	0	382
Collaboration	350	278	0	0	278
Conference (3)	350	1,050	0	0	1,050
Evaluation (2)	350	232	0	0	232
File Room	355	57	0	0	57
Workroom	355	99	0	0	99
Kitchenettes (2)	355	209	0	0	209
Library (2)	440	494	0	0	494
Lunchroom	630	365	0	0	365
Closets/Storage (4)	635	469	0	0	469
Reception/Lounge/Breakroom	650	2,137	0	0	2,137
Circulation/Concourse	W01	8,127	0	2,650	10,777
Stairs	W02	2,018	0	582	2,600
Vestibules	W03	262	0	0	262
Elevators	W04	470	0	0	470
Custodial	X01	348	0	120	468
Restrooms	X03	1,233	0	360	1,593
Waste Management	X04	47	0	80	127
Recycling Storage Room (1)	X05	0	0	100	100
Electrical (3)	Y04	383	0	165	548
Mechanical (1)	Y04	2,113	0	1,300	3,413
Telecom (3)	Y04	219	0	225	444
<b>Net Square Feet</b>		<b>45,321</b>	<b>0</b>	<b>17,214</b>	<b>62,535</b>
<b>Gross Square Feet</b>				<b>20,135</b>	<b>73,353</b>
<b>Efficiency</b>				<b>85%</b>	<b>85%</b>





(2) **Basis for Square Footage/Planning Parameters**

The square footage and planning parameters were based on those of the existing building, which have proved successful in meeting the needs of the Department in the time since it was constructed.

(3) **Square Footage Difference between Existing and Proposed Areas (net and gross)**

	Existing	Proposed	Difference
<b>Net Square Feet</b>	45,321	62,535	17,214
<b>Gross Square Feet</b>	53,218	73,353	20,135

c. **Impact of the Proposed Project on Existing Space**

(1) **Reutilization and Function(s): Not applicable.**

(2) **Demolition:** Limited demolition is anticipated and should be confined to the southeast and northeast corners where the addition connects to the existing building, on all levels. Limited demolition may occur at exterior walls where new walls abut the existing building.

(3) **Renovation: Not applicable**

7. **EQUIPMENT REQUIREMENTS**

a. **List of Available Equipment for Reuse**

Not applicable.

b. **Additional Equipment**

(1) **Fixed Equipment**

Lab Equipment – Fume hoods,

(2) **Movable Equipment**

Furnishings for offices, conference rooms, breakroom, graduate workstations, seating areas; appliances, printers, computers, marker, and tack boards.

(3) **Special or Technical Equipment**

Equipment for labs will be funded outside of this project but designed for. This equipment includes the following.

- Ultra-low Freezers
- ETO Sterilizer
- EO Abator
- Incubators
- Electrospinner
- CT Scanner



## 8. SPECIAL DESIGN CONSIDERATIONS

### a. Construction Type

The existing building's construction is comprised of a combination of systems: cast-in-place concrete, precast concrete, steel framing, and concrete masonry bearing wall. It is classified as IBC Type II-B, non-combustible construction. The additions to the building will be consistent with this construction type.

### b. Heating and Cooling Systems

#### MECHANICAL SYSTEMS

The building will be heated and cooled by a variable air volume air handler and terminal reheat. An air handler in the lower-level mechanical room will distribute cooled and dehumidified air to terminal units throughout the building. Terminal units will regulate the airflow to individual thermal zones and reheat the air as necessary with a hot water coil to maintain the space setpoint. The air handler is planned to have an integral supply and return fan arrays with no more than 7.5 hp fan motors. The unit will be capable of full economizer, with the return fans acting as a relief fan. The economizer will be based on differential enthalpy for maximum control and energy savings.

Cooling will be provided from campus chilled water. Heating will be provided by hot water from the H&K system previously tapped during Phase 2.

A gas-fired storage domestic water heater will provide domestic hot water throughout the building. The water heater will be a high efficiency sealed combustion unit. A small domestic water pump will recirculate hot water based on a time clock and thermostat to minimize energy usage.

Controls for the building will use the existing campus DDC system and expand as needed. Integrate BMS zone controllers with nLight system by passing occupancy status for standby mode of operation.

The ETO area completed in Phase 2 will need to be modified and expanded. HVAC modifications will be required to comply with the new larger ETO Sterilizer.

Laboratory spaces will be fully exhausted with no recirculation air, with at least eight air changes per hour. High plume dilution fans will be utilized with a redundant fan included.

### c. Plumbing System

Domestic hot and cold water will be distributed to plumbing fixtures throughout the building with a domestic hot water recirculation system. Sanitary and vent piping will be connected to the fixtures. Laboratory spaces will need CPVC piping to prevent corrosion.

### d. Electrical System

#### ELECTRICAL SYSTEMS

Electrical Power Distribution: The 120/208V, 3-Ph, 4-W; 1600A from the Phase 2 addition will serve the new Phase 3 addition. Distribution will also include connections to HVAC, building systems and research equipment as required. The addition will include extension of the existing emergency generator and standby systems to serve life safety and critical standby loads.



Lighting: Illumination requirements and solutions will be similar to the existing facility including luminaire types and controls. This includes nLIGHT network connections. Integration with BMS zone controllers to pass occupancy status for standby mode of operation will be included.

Communications: All locations of devices will include a rough-in raceway system for cable and device installation. Structured cable system will be included for the addition. Space will be allotted in I.T./Electrical rooms similar to the existing BRB. Service will be provided by the existing BRB.

Lightning Protection: Expansion of the existing lightning protection system and maintaining a UL labeled system will require recertification of the system on the existing BRB.

e. **Life Safety / ADA**

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

**LIFE SAFETY**

Fire Alarm System. The system will be an extension of the existing Edwards/GE system connected to the Campus Fireworks Panel. Notification devices include strobes, speakers, and strobe/speakers. This voice evacuation system will be connected into the campus wide alert system for mass notification with fire alarm priority. New devices will be compatible and listed for use with the existing panel.

**ADA**

All areas of the addition will be designed to comply with the 2010 ADA Standards for Accessible Design

f. **Security**

The system will include access control and CCTV. Locations of devices will be similar to the existing BRB. Head-end equipment will be expanded as needed for the additional equipment.

g. **Sustainability**

The project will meet the University of Nebraska’s requirements to be LEED Certifiable.

The Project will not seek LEED Certification but will be designed to meet the University of Nebraska Sustainable Design Policy standards for the Certified Level.

h. **Historic or Architectural Significance**

Not applicable.

i. **Artwork**

The State of Nebraska 1% for Art Program requirement is not applicable.

The project will not receive funding from the State of Nebraska and, as a result, will not have a 1% allocation of funds for artwork.

j. **Phasing**

The addition to the BRB will be constructed in a single phase.

k. **Future Work**



The site and anticipated layout of the BRB addition will complete the building. No further building footprint expansions are possible under the current conditions. It is not feasible to expand to the south due to the property line, or north due to the soccer field and location of the proposed new storm sewer. Phase 3 expansion will fill the space currently available to the east.

9. PROJECT BUDGET & FISCAL IMPACT

a. Cost Estimate Criteria

(1) Identify recognized standards, comparisons and sources.

The cost estimate has been provided by the design team’s cost consultant, MCL, and Owner’s cost consultant, McCarthy Construction. MCL was the Construction Manager at Risk for the existing BRB and, as such, has the in-depth and first-hand knowledge of the construction costs which gives them a basis from which to estimate the addition. McCarthy provides an additional review of the construction costs to ensure that the budget amounts are appropriate for the stated project scope and the current construction market.

(2) Identify the year and month on which the estimates are made and the inflation factors used.

Estimates were made in February of 2025 and inflated 5% per year to an assumed midpoint of construction in June of 2027.

(3) Net and gross square feet.

	NSF	GSF
Added Building Area.....	17,214 SF	20,135 GSF
Renovated Building Area .....	0 SF	0 GSF
Total.....	17,214 SF	20,135 GSF

(4) Project cost per net and gross square foot

Cost per SF	Addition	Renovation	Total
Total Project Cost per Net Square Foot	\$ 990.76	N/A.....	\$ 990.76
Total Project Cost per Gross Square Foot	\$ 847.03	N/A.....	\$ 847.03

(5) Construction cost per gross square foot: \$717.66

Cost per SF	Addition	Renovation	Total
Total Construction Cost per Gross Square Foot	\$ 717.66	N/A.....	\$ 717.66



b. **Total Project Cost**

Total Project Cost is \$17,055,000. The Estimate of Probable Total Project Cost is as follows.

<b>Construction</b>	
General Construction	\$ 13,685,000
Site Work/Utilities	0
Fixed Equipment	15,000
In-House Construction	62,000
Construction Contingency	688,100
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$ 14,450,100</b>
<b>Non-Construction</b>	
Project Planning	\$ 56,500
Professional Consultant Fees	1,328,480
Professional In-house	455,290
Equipment - Capital	100,000
Equipment - Non-Capital	500,000
Land Acquisition	0
Artwork	0
Other	62,300
Non-Construction Contingency	102,330
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$ 2,604,900</b>
<b>TOTAL PROJECT COST</b>	<b>\$ 17,055,000</b>

c. **Fiscal Impact Based upon First Full Year of Operation**

(1) **Estimated Additional Operational and Maintenance Costs per Year**

\$329,841

(2) **Estimated Additional Programmatic Costs per Year**

None

d. **Fiscal Impact Based on Annual Assessment**

N/A

10. **FUNDING**

a. **Total Funds Required:**

The total amount of funds required for the project is \$17,055,000.

b. **Project Funding Sources**

<b>Funding Source</b>	<b>%</b>	<b>Amount</b>
(1) Private Donations.....	100.....	\$ 17,055,000
Total.....	100.....	\$ 17,055,000

c. **Fiscal Year Expenditures**



Fiscal Year	Amount
2024-2025:.....	\$ 110,200
2025-2026:.....	\$ 1,863,928
2026-2027:.....	\$ 13,725,288
2027-2028.....	\$ 1,355,584
Total Project Cost:.....	\$ 17,055,000

**11. TIMELINE**

- a. Program Statement.....April 11, 2025
- b. External Selection Process
  - i. Design Team.....April 2025
  - ii. Construction Management Team (CMAR).....June 2025
- c. Intermediate Design Review.....November 2025
- d. GMP Execution.....November 2025
- e. Early Packages (Site Civil, Structural Foundations).....December 2025
- f. Building Package.....March 2026
- g. Completion of Construction.....January 2028
- h. Occupancy.....February 2028

**12. HIGHER EDUCATION SUPPLEMENT**

- a. **Coordinating Commission for Postsecondary Education (CCPE) Review**  
 CCPE review is required.
  - (1) CCPE review is required, and information is included.  
 Review by the Coordinating Commission for Postsecondary Education is required for the maintenance and operational costs.
- b. **Method of Contracting**
  - 1. **Identify method**  
 Construction Manager at Risk (CMAR)
  - 2. **Provide rationale for method selection**  
 Construction Manager at Risk was selected for several key reasons:
    - The area of site available for construction is limited. The existing building access/exiting will need to be maintained and planned for. Selecting the construction manager early in the process will assist in overall project planning and allow the processes to be built into the project’s design.



- Inflation and pricing management in the current inflationary environment is dramatically impacting project costs and schedule. Construction Manager input early in the process will allow informed choices during design providing the best value.
- Material availability is a challenge in the current construction industry affecting all projects. Construction Manager input early in the process will help the design team select materials readily available to meet the schedule.
- Establishing a guaranteed maximum price early in the project will help counteract inflationary pressures on the project.



# BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve scope and budget change for the UNO LB384 Electrical Switch Relocation project

Review       Review + Action       Action       Discussion

*This is a report required by Regents' policy.*

**PRESENTERS:** Anne Barnes, Interim Vice President | CFO  
Carol Kirchner, Vice Chancellor for Business and Finance

### PURPOSE & KEY POINTS

The UNO LB384 Electrical Switch Relocation project is a LB384 Deferred Maintenance Infrastructure Project. RP-6.3.6 Program Statement Phase requires the Board of Regents' approval for Infrastructure Projects greater than \$5,000,000 via submission of an agenda item (vice Program Statement). Price escalation of electrical switchgear and medium voltage cable has increased the cost of the project, raising this project to the capital construction threshold requiring BOR approval. This agenda item requests approval for a capital construction infrastructure project exceeding \$5,000,000 at a total project cost of \$6,900,000. LB384 deferred maintenance interest funds will be used to fund the budget increase.

	<u>Current Budget</u>	<u>Revised Budget</u>
Construction Costs	\$ 4,362,900.00	\$ 6,362,900.00
Non-Construction Costs	\$ 537,100.00	\$ 537,100.00
Total Project Costs	\$ 4,900,000.00	\$ 6,900,000.00

### BACKGROUND INFORMATION

This project, initiated to replace the 1968 medium voltage distribution system on the UNO Dodge Street campus, was scoped as a phased project. The initial budget of \$4,000,000 (October 2021) was based on preliminary system details, but completion of a thorough survey revealed a larger scope was needed. Additionally, changes to Omaha Public Power District (OPPD) design standards following the April 2024 tornado event led to further design adjustments, increasing costs. In December 2024, the budget was revised to \$4,900,000 to cover these changes.

Phase 1 is complete and Phase 2 work has been contracted and is nearing completion. The final phase of the project will replace the medium voltage cables between the new switchgear and the building transformers. However, escalating prices for medium voltage equipment, such as pad



mounted switches and switchgear, have driven the overall cost beyond initial projections. For example, pad mounted switches increased from \$50,297 in 2021 to \$104,450 in 2024, and switchgear costs rose from \$809,000 in 2017 to \$1,525,000 in 2023.

The urgency of the project has been underscored by recent cable failures, including a significant 22-hour power outage in December 2024, affecting eight buildings. Without approval for Phase 3 funding, the purchased equipment will remain inactive, leaving the campus reliant on outdated 1968 infrastructure. This additional funding is critical to completing the project and realizing its full benefits.

The initial project budget was based on estimates from past UNL projects rather than a comprehensive study of the existing UNO system. The first step was mapping and documenting the entire distribution system.

The main switchgear equipment was pre-purchased in November of 2023 due to the long lead time for this type of equipment. The design and bidding of the installation took place after the equipment was purchased due to the need for the installation being designed around the specific equipment that was ordered. Initially, the design focused solely on replacing the central switchgear, but field data later revealed the need to replace distribution cabling to properly feed building transformers from individual circuit breakers.

Once the equipment was awarded the design and bidding of phase 1 began. As phase 1 work was taking place the changes to phase 2 pushed the design of the building to be built on site. As bidding progressed, it became evident that the budget was insufficient for the required scope. At this stage, all custom equipment had been ordered and was in fabrication. Without funding for Phase 3, the purchased equipment and completed work will remain non-functional.

#### **RECOMMENDATION**

The President recommends approval.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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Executive Committee

April 11, 2025

**AGENDA ITEM:** Approve updates to Section 1.1 of the Bylaws of the Board of Regents of the University of Nebraska

Review       Review + Action       Action       Discussion

*This is a report required by Regents' policy.*

**PRESENTERS:** Paul Kenney, Chair

### PURPOSE & KEY POINTS

The Board of Regents Bylaws are silent with respect to institutional and specialized accreditations of the University of Nebraska's administrative and other organizational units. The proposed language clarifies and reaffirms the requirement for Board approval of any administrative and organizational unit combinations or consolidations (Bylaw 1.6, subsection c), while delegating authority to the President to approve the academic institutional and specialized accreditation structures sought across or between the University of Nebraska's administrative and organizational units.

### RECOMMENDATION

The Board Chair recommends approval.

## Chapter I. The Board of Regents of the University of Nebraska

1.1 The University of Nebraska. The University of Nebraska shall include all activities, functions, and administrative entities under the jurisdiction of the Board of Regents that have been established by the Board or assigned to it for the purposes of fulfilling the objectives of the University in education, research, extension, and public service. The organization of the University includes four major administrative units, each with one or more campus sites: the University of Nebraska-Lincoln, which includes the Institute of Agriculture and Natural Resources (within which are the Agricultural Experiment Station and Cooperative Extension Service); the University of Nebraska Medical Center; the University of Nebraska at Omaha; and the University of Nebraska at Kearney.

~~History: Amended 56 BRUN 90 (22 June 1991)  
Amended 49 BRUN 300 (16 June 1984)~~

1.1.1 ~~The administrative units and their respective campus sites referenced above (1.1) may share or combine academic colleges, centers, facilities and programs consistent with the respective institutional and program accrediting body requirements as approved by the Board of Regents of upon recommendation by the University of Nebraska System Chief Executive Officer/President.~~

1.1.1.1.2 ~~The administrative units referenced above (1.1) may be separately or collectively accredited in whole, in combination or in part by individual administrative unit, academic college, department or program by their respective institutional and program accrediting body requirements as approved by the Board of Regents of upon recommendation by the University of Nebraska system Chief Executive Officer/President.~~

~~History: Amended 56 BRUN 90 (22 June 1991) Amended 49 BRUN 300 (16 June 1984)~~

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## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Executive Committee**

**April 11, 2025**

**AGENDA ITEM:** Approve updates to Section 3.0 of the Bylaws of the Board of Regents of the University of Nebraska.

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Paul Kenney, Chair

**PURPOSE & KEY POINTS:**

The proposed updates to Section 3.0 of the Bylaws of the Board of Regents are intended to implement necessary updates, and clarify language, in compliance with Executive Orders that have been released and additional Department of Education mandates.

**RECOMMENDATION**

The Board Chair recommends approval.

## Chapter III. Terms and Conditions of Employment

**3.0 Equal Opportunity.** Recruitment, selection, employment, transfer, promotion, demotion, training, and pay of all employees of the University shall be without regard to race, color, sex, religion, national origin, or political affiliation. The University will take ~~affirmative~~ action to ensure that applicants are employed, and that employees are treated during employment, without regard to these factors. Merit will be the criterion by which qualifications for appointment, retention, or promotion are judged. ~~The University will strive to achieve realistic affirmative action employment goals.~~



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Executive Committee**

**April 11, 2025**

**AGENDA ITEM:** Approve amendments to Regents Bylaws 3.4.3.4 and Regents Policy 3.3.13 regarding Parental Leave

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Paul Kenney, Chair

### **PURPOSE & KEY POINTS**

The proposed amendments would modernize and update the Board of Regent's bylaws and policies regarding parental leave.

The policy would grant regular employees holding faculty, administrative, Managerial/Professional, Office/Service, or post-doctoral appointments to receive up to a total of eight (8) workweeks of paid leave for any of the reasons detailed below. Temporary employees are not eligible to receive such leave.

- Care of a newborn
- Period of Incapacity, Prenatal Care, or Serious Health Condition Related to Childbearing
- Care for a Birth Parent
- Adoption

Eligible employees are expected to 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 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 a 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 relating to Family/Medical Leaves of Absence.

**BACKGROUND INFORMATION**

In 1998, the Board of Regent established bylaws (3.4.3.4) and policies (3.3.13) around medical maternity leave.

**RECOMMENDATION**

The Board Chair recommends approval.

**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 ~~**Medical-MaternityParental 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. 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.~~

~~Leave taken for the purpose provided in this section shall also be subject to Section 3.4.3.7 of these Bylaws relating to coordination with leave taken under the federal Family and Medical Leave Act.~~

**History:** Amended,



Added, 62 BRUN 47 (20 June 1998)

~~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.~~

~~Leave taken for the purpose provided in this section shall also be subject to Section 3.4.3.7 of these *Bylaws* relating to coordination with leave taken under the federal Family and Medical Leave Act.~~

~~**History:** — Amended, 63 BRUN 80 (29 September 2000)  
Added, 62 BRUN 47 (20 June 1998)~~

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)

## POLICIES OF THE BOARD OF REGENTS

### **RP-3.3.13 Parental Leave Policies**

~~The following Parental Leave Policies are intended to establish and clarify the leaves available to University faculty and staff in cases of pregnancy, childbirth, and adoption. The general purpose of these policies is to allow employees to balance their work and family life while preserving the legitimate interests of the University as an employer and the public served by the institution. Supervisors are expected to work cooperatively and supportively with employees in the arrangement of leave under these policies.~~

#### ~~1. \_\_\_\_\_ Medical Maternity Leave~~

~~Under University policy, and as required by federal law, the time during which an employee or faculty member is unable to work because of a medical disability caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom will be covered by the provisions of the University's sick leave policy or by the provisions of the University's disability leave program depending on the category and associated leave eligibility of the affected faculty or staff member. Faculty and staff are therefore eligible for paid leave for such absences under the provisions of the applicable leave policy.~~

~~There shall be no stipulated medical maternity leave requirement either before or after childbirth. Leave requirements will vary depending upon each employee's individual circumstances; the advice of an attending physician or other licensed health care provider will normally determine the appropriate length of a leave. An eight week total leave period for pre-partum and post-partum care and recovery, during which time the employee will be excused from all duties, will be considered normal; however, more or less leave time may be taken based upon individual health circumstances.~~

~~In order to assure continuity of instruction for students, a female faculty member will normally be excused from instructional duties during the semester or other instructional period that the medical maternity leave, or a majority of said leave, occurs.~~

~~The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of medical maternity leave.~~

#### ~~2. \_\_\_\_\_ Paternal Leave to Provide Care/Assistance to Mother and/or Child~~

~~For those male employees who wish to take leave upon the birth of a child because the health of the employee's spouse or child requires the employee's presence or because such presence~~

~~would be beneficial to the employee's spouse or child, up to five days paid leave may be taken chargeable to either sick leave or disability leave depending on the employee's appointment category.~~

~~The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of such paternal leave.~~

### ~~3. Adoption Leave~~

~~Regular employees holding ~~f~~Faculty, ~~A~~Administrative, Managerial/Professional, Office/Service, or ~~P~~Post- doctoral appointments are eligible to receive up to a total of eight (8) workweeks of paid leave for any of the reasons detailed below. Temporary employees are not eligible to receive such leave.~~

~~Eligible employees are expected to 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 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.~~

~~Paid parental leave is available for eligible employees for the following reasons and not to exceed a total of eight (8) workweeks:~~

#### ~~1. Care of a Newborn~~

~~Birth parents or the benefit eligible adult designee who need to care for or bond with a newborn following the child's birth may utilize up to eight (8) workweeks of parental leave. If employees need additional leave beyond the eight (8) workweeks permitted under this policy, they may request to use other leave available to them under University policies. The University requires employees to submit documentation verifying the birth of the child (e.g., a birth certificate, hospital admission form associated with the delivery). Such leave normally must be taken in a consecutive period. Advance approval by the employee's supervisor is required before such leave may be taken on an intermittent basis. If intermittent leave is approved, the employee must~~

complete the leave within six (6) months following the child's birth. Foster parents are not eligible for leave.

## 2. Period of Incapacity, Prenatal Care, or Serious Health Condition Related to Childbearing

Employees who are incapacitated or need to be off work due to pregnancy, childbirth, miscarriage, termination of a pregnancy, prenatal care, post-partum recovery, or a erious health condition attributable to or caused by any of those conditions may utilize up to eight (8) workweeks of parental leave. If employees need additional leave beyond the eight (8) workweeks permitted under this policy, they may request additional leave based on their individual circumstances and the advice of their healthcare provider. The University requires employees to submit a statement from their healthcare provider verifying the underlying condition and the period of any incapacity.

## 3. Care for a Birth Parent

Employees who need to care for a spouse or a benefits eligible adult designee who is incapacitated, who needs assistance during their prenatal care, or who needs assistance due to a serious health condition attributable to or caused by that individual's pregnancy, childbirth, or subsequent recovery may utilize up to eight (8) workweeks of parental leave. Employees who need to care for a spouse or a benefits eligible adult designee following a miscarriage or the termination of a pregnancy may utilize up to five (5) workdays of parental leave. If employees need additional leave beyond the eight (8) workweeks or five (5) workdays permitted under this policy, they may request to use other leave available to them under University policy. The University may require employees to submit documentation verifying their adult designee relationship, as well as a statement from the healthcare provider verifying the underlying condition and the length of time needed. Such leave related to childbirth and recovery normally must be taken in a consecutive period. Advance approval by the employee's supervisor is required before such leave may be taken on an intermittent basis. If intermittent leave is approved, the employee must complete the leave within six (6) months following the event.

## 4. Adoption

Employees may utilized up to eight (8) workweeks of parental leave to care for and bond with an adopted child following placement. Placement is deemed to commence when the child is placed in the physical custody of the employee or, if travel is required, when the employee commences the trip needed to obtain physical custody of the child, whichever occurs earlier. This leave is not available if the child is (a) a child over the age of eight without any special needs, (b) a special needs child over the age of eighteen, (c) a stepchild being adopted by a stepparent, (d) a foster child being adopted by the foster parent, or (e) a child being adopted by a person with whom a voluntary placement was previously made for purposes other than adoption.

The University requires employees to submit documentation verifying the placement and date of placement of the adopted child with the employee. If employees need additional leave beyond the eight (8) workweeks permitted under this policy, they may request to use other leave available to them under the University's policies.

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 a 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 relating to Family/Medical Leaves of Absence.

This revised policy applies to eligible employees for qualifying reasons occurring on or after ~~January 1~~~~October 6, 2024~~ July 1, 2025

Reference: BRUN, Minutes, 62, p. 47 (June 20, 1998).  
BRUN, Minutes, 63, p. 80 (September 29, 2000). BRUN, Minutes,



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Executive Committee**

**April 11, 2025**

**AGENDA ITEM:** Approve amendments to Regents' Policies RP-3.1.3, RP-5.2.1, RP-5.7.4, RP-5.8.4.

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Paul Kenney, Chair

**PURPOSE & KEY POINTS:**

Review proposed amendments to the attached Regents' Policies to implement necessary updates, and clarify language, in compliance with Executive Orders that have been released and additional Department of Education mandates.

**RECOMMENDATION**

The Board Chair recommends approval.



# **University of Nebraska**

## **Board of Regents Policies**

**Contains Amendments through February 7, 2025**

## Chapter 3. Terms and Conditions of Employment

### RP-3.1 Equal Opportunity/~~Affirmative Action~~

#### **RP-3.1.1 Nondiscrimination on the Basis of Individual Characteristics: Employees**

Employees on each campus of the University of Nebraska shall be employed and equitably treated in regard to the terms and conditions of their employment without regard to individual characteristics other than qualifications for employment, quality of performance of duties, and conduct in regard to their employment in accord with University policies and rules and applicable law.

NOTE: The portion of this policy pertaining to students is at RP-5.1.1

Reference: BRUN, Minutes, 54, p. 145 (May 12, 1989).

#### **RP-3.1.2 Accessibility and Compliance with the Disability Accommodation Laws**

##### Policy Statement

Accessibility is an integral component of its academic mission, and the University of Nebraska places a high priority on seeking to ensure that all disabled members of its community (including students, employees, and visitors) have equal access to its facilities, information and communication technologies, programs, services, sponsored activities, and educational and employment opportunities.

The University is committed to complying with all federal and state laws addressing accessibility and accommodations for disabled individuals within an academic or workplace setting, including the Americans with Disabilities Act of 1990 (ADA), as amended, Sections 504 and 508 of the Rehabilitation Act of 1973, and the Nebraska Fair Employment Practice Act. In accordance with those laws, the University provides reasonable accommodations to qualified individuals with disabilities so that they may have equal access to and equal opportunity to fully participate in the University's various services, programs, and activities. Accommodations are deemed reasonable only if they are not unduly burdensome or create an undue hardship to the University and do not fundamentally alter the nature of the underlying service, program, or activity.

##### University Requirements

1. Policies and Procedures – The University shall develop and implement policies and procedures to ensure compliance with this Board Policy and with all applicable federal and state disability accommodation laws, including without limitation the development and implementation of an information and communication technology accessibility policy.
2. Responsibility for Compliance – The University shall designate one or more ADA Coordinators to be responsible for implementing, and for ensuring and enforcing compliance with, this Board Policy and all resultant institutional policies and procedures throughout the University System and its various campuses, colleges, schools, departments, and other units.
3. Training – The University shall provide training to its employees on accessibility policies and procedures.

Reference: BRUN, Minutes, 58, p. 12 (February 13, 1993).  
BRUN, Minutes, 76, p. 321 (October 4, 2024).



### RP-3.1.3 Equal Opportunity in Employment

#### Scope

This policy applies to equal opportunity in employment at the University of Nebraska, and vendors and contractors with whom the University engages. Equal employment opportunity requirements apply to recruitment, hiring, promotion, job assignments, demotion, transfer, discharge, pay, fringe benefits, job training, classification, referral, working conditions, and other aspects of employment.

#### Purpose

This policy establishes the expectations, consistent with the law, for providing equal employment opportunities within the University of Nebraska.

#### Policy Statement

The University of Nebraska is an Equal Opportunity Employer. It is the policy of the University of Nebraska to adopt and support measures designed to prevent and eliminate discrimination against employees and prospective employees of the University of Nebraska based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. The University of Nebraska does not condone or tolerate discrimination.

In support of this policy and in accordance with State and Federal law, the University of Nebraska is committed to the implementation of employment programs to recruit, employ, and promote qualified individuals as defined in state and federal law. This commitment is pursued in a manner consistent with State and Federal Law, which prohibits discrimination against, or grants of preferential treatment to, any individual or group in the operation of public employment, public education, or public contracting.

1. The University shall periodically examine all employment policies, practices, and procedures dealing with recruiting, interviewing, testing, screening, selection, placement, classification, evaluation, transfer, promotion, training, compensation, fringe benefits, layoffs, and terminations to determine whether such actions show evidence of discrimination. The University shall take remedial action to correct discrimination if it is found to exist.
2. The University shall establish and publish effective grievance procedures for addressing discrimination complaints.
3. Consistent with the law and best practice, the University shall disseminate equal employment opportunity policies to the university community so that everyone is apprised of the University of Nebraska's commitment to and responsibility for ensuring equal opportunity in employment.

#### Oversight, Roles, and Responsibilities

The President and Chancellors shall be responsible for establishing and maintaining institutional efforts to promote equal opportunities in employment and for developing programs as required by law and this policy.

#### RP-3.1.3 Equal Opportunity/Affirmative Action Guidelines

##### Purpose

The purpose of this document is to set forth the policy of the Board of Regents to promote compliance with the equal opportunity law(s) based Civil Rights Act of 1964.

~~The University of Nebraska has, and will continue to maintain, a program of nondiscrimination equal opportunity in the implementation of the Civil Rights Act.~~

~~1. Internal and External Communications~~

~~a. Employees and Applicants~~

~~Copies of the Equal Opportunity and Affirmative Action Guidelines will be made accessible to all personnel of the University of Nebraska and all applicants for employment. Special meetings or orientation sessions will be organized under procedures developed by the EO/AA Officers to inform employees of their rights and obligations under the University's EO/AA Guidelines.~~

~~b. Community Groups~~

~~Copies will be made available to other interested and relevant persons, agencies, and organizations.~~

~~c. Posters and Bulletins~~

~~In addition, the University will continue to display official equal opportunity/affirmative action posters in conspicuous locations normally trafficked by University students, employees, and applicants for employment.~~

~~d. Policy and Procedure Manuals~~

~~Policy manuals, employee handbooks, and student bulletins of the University will include EO/AA statements based on these guidelines.~~

~~e. Hiring Authorities and Supervisory Staff~~

~~In addition to receiving copies of these guidelines for implementation, responsible supervisory personnel will be given special orientation sessions regarding their provisions and general equal employment opportunity/affirmative action law. Update sessions will be held periodically. Responsibility for equal employment opportunity/affirmative action orientation and training sessions will be assigned to the EO/AA Officers.~~

~~All employees charged with administration will be given orientation regarding these guidelines, and provisions of general equal employment opportunity/affirmative action law.~~

~~f. Recruitment Sources~~

~~All University recruitment sources will be informed of the University's EO/AA Guidelines. Such sources include employment agencies, other colleges and universities, individuals solicited for nominations, community service organizations, etc.~~

~~2. Responsibility for Administration~~

~~a. The President~~

~~The President of the University of Nebraska has ultimate responsibility for the development and implementation of the Equal Opportunity and Affirmative Action Guidelines and operational plans consistent with state and federal requirements.~~

~~b. The Chancellors~~

~~Basic responsibility at each campus rests with the Chancellor. Each Chancellor shall~~

~~ensure that these EO/AA Guidelines and specific campus plans (will be followed) and will designate EO/AA Officers to assist in coordinating and implementing them at the campus level.~~

~~c. Campus EO/AA Plans~~

~~Each of the campuses will develop or revise as necessary its unique and specific EO/AA plan annually.~~

~~The plans shall be addressed to the specific programs, processes, and procedures to be utilized on that campus in each area mandated in these EO/AA Guidelines and all other provisions required by federal law.~~

~~In addition, each plan shall:~~

- ~~1) enumerate the specific timetable and process to be used for generating and meeting employment goals (including plans to implement retrenchment, if applicable).~~
- ~~2) assign specific accountability for implementation of the provisions of the plan. Describe monitoring systems to be used and sanctions to be imposed if "good faith" efforts are not made to realize the goals.~~
- ~~3) enumerate the data profiles that will be collected by the campus (in addition to as those required federally), mechanisms to be used to collect and evaluate the data, to whom they will be reported, and what information will be distributed in a public forum.~~
- ~~4) list auxiliary and support programs the campus will utilize.~~
- ~~5) enumerate the personnel and fiscal resources that will be designated to implement the plan as necessary.~~

~~d. Campus EO/AA Officers~~

~~The campus EO/AA Officers will interpret and coordinate the implementation of these EO/AA Guidelines; they may be advised and assisted by the Affirmative Action Liaison system leadership Committees and appropriate campus task forces. Responsibilities of the EO/AA Officers will include, but not be limited to:~~

- ~~1) reviewing training programs; hiring, compensation, and promotion patterns; recruitment efforts, etc., which have a direct bearing on the attainment of goals and objectives.~~
- ~~2) preparing required government reports concerning equal opportunity and affirmative action.~~
- ~~3) collecting and presenting statistical and other information required by these EO/AA Guidelines.~~
- ~~4) providing the technical and administrative assistance required to implement these guidelines.~~
- ~~5) establishing and maintaining University liaison with organizations specializing in recruitment of protected class members and assisting in the evaluation of the effectiveness of these organizations.~~
- ~~6) reviewing campus performance in the following areas: Distribution and posting of Policy Statements. Integration of and equality in the use of facilities. Unlawful~~

~~discrimination in University-sponsored activities and in all employment-related practices and procedures.~~

- ~~7) preparing an annual EO/AA report for the Chancellor of each campus. A copy will be provided to the President and the Board of Regents.~~
- ~~8) ensuring maintenance of records which document employment actions (recruiting, hiring, promoting, etc.) in a manner that facilitates achievement of goals.~~
- ~~9) serving on a University-wide Affirmative Action Council which advises the President.~~

~~e. Other Employees~~

~~All employees are expected to contribute to the equal opportunity philosophy of the University by their acceptance of, and compliance with, the EO/AA Guidelines.~~

~~All administrative officers and supervisory personnel within the University, including hiring committees making recommendations on appointments, are responsible for performing their duties in an equal opportunity nondiscriminatory manner.~~

~~Administrative officers, as identified in these Guidelines, include the President, the Vice Presidents, the Chancellors, Vice Chancellors, Deans, directors, and department chairpersons. All campus officers in charge of academic, nonacademic, and student employment have the responsibility for carrying out the objectives set forth by these EO/AA Guidelines.~~

~~For those employees who are subjects of performance reviews, such evaluations must include an area for commentary relative to the person's performance in supporting and carrying out the goals and objectives of the University's EO/AA Guidelines. Compliance shall be considered in determining annual salary adjustments, promotion, and continuing employment.~~

~~3. Inventory of Personnel, Internal Audits, and Reports~~

~~a. Work Force Analysis~~

~~Each major administrative unit of the University maintains personnel records classified by race, sex, major occupational activity, job title, salary, date of hire, educational level, and other relevant data. These statistical data are used for state and federal compliance agency reports.~~

~~University academic and nonacademic units at each campus are required, at least annually, to study the race-sex profile of their staff and to provide justification and supporting comments related to:~~

- ~~1) Absence of minority and female or male representation in the ranks and classifications throughout the unit.~~
- ~~2) Concentrations of women and minorities in certain job types.~~
- ~~3) Relative absence of women and minorities in positions at decision-making levels.~~

- ~~4) Relative distribution of minorities, women, and non-minority men in positions with potential for promotion.~~
- ~~5) Salary and rank differentials for minorities and females.~~
- ~~6) Staff turnover, vacancies, new appointments, recruitment, and promotions as they impact minorities and women.~~
- ~~7) Distribution and performance of women and minorities as graduate research and teaching assistants.~~

~~b. Utilization Analysis~~

~~In compliance with applicable government regulations, the University will conduct an annual utilization analysis. This analysis will separately identify minorities and women.~~

~~This analysis will determine, on a departmental or unit basis, discrepancies between the employment rate of minorities and women and their availability in the relevant labor markets.~~

~~Estimates of availability will be based on the relative proportion of qualified women and minorities in each academic and nonacademic labor market using criteria which are validly related to job performance.~~

~~c. Goals and Timetables~~

~~Each campus will annually update its goals and timetables for each major job category in which minorities and women are found to be underutilized.~~

~~Such goals and timetables will be stated as projections of future representation of women and minorities as a result of implementation of these EO/AA Guidelines.~~

~~Such projections will be based on the availability of qualified minorities and women, expected position openings, and other applicable factors.~~

~~Goals and timetables will not be administered in a manner which discriminates in the hiring, appointment, promotion, or granting of tenure to any individual solely on the basis of race, color, creed, religion, sex, national origin, age, handicap, marital status, or Vietnam-era veteran status.~~

~~Goals and timetables will not be projected, and utilization analyses will not be conducted, on the basis of religion, age, handicap, veteran, or marital status.~~

~~4. Internal Audits and Reports~~

~~The campus EO/AA Officers will annually prepare a report analyzing their respective campuses' progress toward the University's equal opportunity and affirmative action objectives.~~

~~The annual report will include a review of the following elements: (1) work force analysis; (2) training and upgrading programs; (3) utilization analysis; (4) promotions, demotions, and transfers; (5) progress toward meeting goals and timetables; (6) employee grievances; (7) compensation patterns; (8) changes in availability of minorities and women; (9) recruitment and application procedures; (10) job classification systems; and (11) comparative hiring rate of minorities and women.~~

~~5. Personnel Policies and Practices~~

a. ~~General personnel Standards and Procedures~~

~~The University of Nebraska will mobilize its resources to focus on the problems of employment and promotion opportunities for women and minorities. Each organizational unit of the University shall have on file the standards and procedures which govern all of its employment practices including any tests in use and the criteria by which qualifications for appointment, retention, or promotion are judged. Deans, directors, department chairpersons, etc., shall make a review and determine whether such standards and criteria are relevant to the duties of the particular position in question. This requirement does not ignore or obviate the range of permissible discretion which characterizes employment judgments, particularly in the academic area. If the criteria and standards of selection appear to reject a higher proportion of minority and women applicants, the selection procedure must be rigorously reviewed.~~

b. ~~Recruitment~~

~~The University will undertake a vigorous program of affirmative recruitment for minorities and women in all job categories in which they are found to be underutilized.~~

~~Campuses will actively continue to communicate their employment needs through advertisements to graduate schools, training programs, disciplinary conventions, and job registers. Recognizing that traditional methods of recruiting alone will not produce the desired gains in minority and female employment, theThe University will continue to expand its efforts, utilizing appropriate resources such as community agencies (Urban League, Comprehensive Manpower, YWCA, etc.), high schools, colleges, and universities with high minority enrollment, minority and women's registries within professional organizations, trade schools, minority and female community leaders, and advertising in minority-oriented broadcast and print media.~~

~~Recruitment of women and minorities in administration internships and in the graduate teaching and research assistantship programs will be an integral part of this effort.~~

~~A written justification must be provided to the appropriate campus EO/AA Officers by supervisory personnel in instances when apparently qualified minorities and women are passed over for training, upgrading, or promotion.~~

c. ~~Upgrading and Promotion~~

~~To increase the utilization of the skills of all employees, scholarship benefits are offered so that academic, management, technical, clerical, and data processing courses that are available in the University may be taken each year. Each administrative unit should maintain a record of the qualifications of present employees for promotional consideration. Minority and femaleAll employees will be advised of vacancies which would facilitate upward job mobility.~~

~~Department chairpersons will be asked to review carefully the qualifications of all faculty with particular attention given to women and minorities to ensure that those qualified for promotion have not been delayed in rank, longer than any non-minority malesemployees with comparable qualifications.~~

~~A written justification by supervisory personnel must be provided in cases where qualified women and minorities are passed over for training, upgrading, or promotion.~~

d. ~~Testing~~

~~In recognition of the fact that requirements which appear to be fair may not be related to the job(s) to which they apply, and may have the effect of denying minority group members or women ready access to employment opportunities, the University EO/AA Officers will continue to examine all testing used for employee selection. Testing must be in compliance with the Uniform Guidelines on Employee Selection Procedures and other Federal regulations.~~

e. ~~Job Classifications~~

~~Consistent with these guidelines, each campus will continually review employment qualifications and maintain only those which can be established as bona fide occupational qualifications. Such review will be made of all job or class designations and descriptions and look toward the elimination of any classification that segregates employees by race, color, religion, sex, marital status, national origin, disability, or military service during the Vietnam era.~~

~~Qualifications to be analyzed will depend upon job requirements and may include the following:~~

- ~~1) Education requirements.~~
- ~~2) Requirements for specific job experience.~~
- ~~3) Requirements for, and weight given to, personal references.~~
- ~~4) Exclusionary policies or preferences based on and individual's height, weight, and related physical characteristics.~~
- ~~5) Other valid job-related requirements authorized by law.~~

~~The EO/AA Officers will advise the appropriate University officials of any qualification which appears to have an adverse impact on minorities or women. A qualification normally will be regarded as having an adverse impact if its application results in a hiring or promotion rate for minorities or women which is 80 percent or less than that of other individuals.~~

f. ~~Equal Pay~~

~~The University is committed to the principle and practice of equal pay for equal work, as required by the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, as amended and other laws.~~

~~The EO/AA officers will review pay differences within occupational classes. If these differences appear to be based on sex or minority race, color, religion, sex or national origin status rather than qualifications, responsibilities, and performance, Any inequities will be noted and communicated to the Director of Personnel and/or the appropriate Vice-Chancellor. These inequities should be taken into account in recommendations for annual salary adjustments, promotions, and continued employment.~~

g. ~~Employee Benefits~~

~~The Personnel Department and affirmative action officers will periodically review all employee fringe benefit programs to ensure that they are available to all employees without discrimination on any grounds covered by these EO/AA Guidelines. The reviews~~

~~will include all medical, hospital, accident, and life insurance programs and all retirement and pension programs.~~

~~The University will not participate in, require, or encourage its employees to participate in any medical insurance program that discriminates unfairly disadvantages with regard to coverage of any illness or disability on the basis of race, color, creed, religion, sex, national origin, age, handicap, or marital status. This includes illness or disability related to pregnancy, miscarriage, therapeutic abortion, and childbirth.~~

~~The University will not participate in, require, or encourage its employees to participate in any retirement or pension program, or any insurance or other welfare program, unless either the benefits or the University's contribution are equal for all employees within their appropriate employee category.~~

~~No protected class employees will be required to retire at an age different from that of other employees.~~

~~All leave policies of the University will be formulated and administered based upon equal opportunity principles without discrimination on the basis of sex or any other prohibited ground.~~

#### ~~h. ——— Grievance Procedures~~

~~Both academic and nonacademic employees may avail themselves of established general grievance procedures described in the Bylaws of the Board of Regents of the University policy statements. The effectiveness of existing procedures will be evaluated by EO/AA Officers periodically to determine if minority and female employees are seeking and receiving the appropriate consideration through present channels.~~

~~In addition, an equal employment opportunity grievance structure and procedure has been approved by the Board of Regents to provide a means by which each employee may have an opportunity to request a review of any grievance related to wages, hours, and/or terms and conditions of employment which are alleged to have resulted from discrimination on the basis of race, age, color, disability, religion, sex, national origin, marital, or Vietnam-era veteran status. These procedures will be distributed to all University personnel.~~

### ~~6. ——— Technical Requirements~~

#### ~~a. ——— Advertising~~

~~The phrase, "Equal Employment/Affirmative Action" will be placed prominently in all recruitment advertising to remind all recruitment sources that selection for, and participation in, University employment and educational programs are without regard to race, sex, color, religion, age, marital status, disability, or national origin. based upon equal opportunity principles.~~

#### ~~b. ——— Contractors and Subcontractors~~

~~All contractors/subcontractors and lessors will continue to be notified of the University's responsibilities and ensuring obligations pursuant to Title VII of the Civil Rights Act of 1964 under Executive Order No. 11246, amended by Order No. 11375, and revised by Order No. 4. The University will advise all contractors/subcontractors and lessors of amendments to the Executive Order. In appropriate instances, the University will arrange to include specific affirmative action measures in the applicable contract. Reporting and monitoring procedures will be maintained to ensure compliance with provisions of the Executive Order and rules and regulations of the Department of Labor. Campus business officers have been provided procedural manuals to accomplish the latter.~~



~~c. Equal Employment Posters~~

~~Posters are to be displayed in trafficked locations and are to be periodically checked by the EO/AA Officers.~~

~~d. Facilities~~

~~The University certifies that all facilities will continue to be maintained on an equal opportunity on a non-segregated basis; certification of non-segregated facilities is also required of contractors/subcontractors.~~

~~e. Purchase Orders~~

~~All purchase orders and leases carry Equal Employment Opportunity clauses with the specific intent that vendors will adhere to provisions outlined therein. The University, in accordance with the law, requires detailed equal opportunity stipulations for purchase orders issued under government contracts or grants to which suppliers are required to adhere.~~

~~f. University Governance~~

~~The University will provide equal opportunities for women and minority persons to serve in decision-making positions, on committees whenever possible, and to the degree that it does not conflict with established democratic election processes.~~

~~g. Supportive Affirmative Action Programs~~

~~The Cooperative Extension Service has developed and is operating under an Equal Employment Opportunity Plan which has been approved by the USDA pursuant to Title VII, Part 18, of the Code of Federal Regulations. To avoid duplication of effort, Cooperative Extension employees paid in total or in part from Extension funds will be covered primarily by the USDA Plan.~~

~~In designing the supportive programs essential to these EO/AA Guidelines, each campus can be as flexible, as imaginative, and as innovative as possible. Since the University of Nebraska prides itself on its service-oriented education, many of the programs the campuses can design will have the added effect of generally improving the quality and quantity of its education. Specific recommendations in this area are difficult to make because each campus will have to develop programs based on its own mission and resources.~~

~~Different kinds of potential programs that will benefit especially women or minorities employees may include: those designed for teaching basic skills; special recruiting programs which will benefit women as they relate to sex-stereotyped fields and which will benefit minorities as they relate to general or graduate education; the development of child-care programs; and exchange programs with predominately black colleges involving faculty, students, and administrators.~~

~~h. Equal Educational Opportunity~~

~~In conformance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, regulations promulgated pursuant to those laws, other applicable laws, and regulations, the University will not discriminate on grounds of race, color, sex, national origin, or any other factor prohibited by law in providing any educational or other benefits or services of the University.~~

~~The University is committed to the proposition that the proportions of minorities and women in its student population should be increased in specific areas of study in order to assure their representation in future labor markets for positions which are desirable with respect to career potential—both with the University and elsewhere.~~

~~To that end, the University will undertake a practice of affirmative recruitment of students from the protected classes through such procedures as visiting schools that have large concentrations of those groups in their student bodies, including adequate representation of minorities and women in promotional literature of the University, and encouraging minorities and women from the University to speak at events such as career days sponsored by schools and other organizations.~~

~~Individual unlawful acts of unlawful discrimination by faculty, administrative officers, and other employees in the University's treatment of students, in the teacher/student relationship, and otherwise shall be regarded as actionable under established grievance procedures. Such acts include, but are not limited to, defamatory statements made by faculty members in class, or other employees in the course of their work, which demean or insult individuals because of their race, sex, national origin, or other relevant characteristics.~~

Reference: BRUN, Minutes, 44, p. 107 (February 16, 1980).

### **RP-3.2 Compensation for Services Rendered**

#### **RP-3.2.1 Retirement Plan and Options (Repealed)**

University of Nebraska Retirement Plan and Options, adopted September 23, 1961, BRUN Minutes, 24, p. 259, is repealed.

Reference: BRUN, Minutes, 24, p. 259 (September 23, 1961).  
See also, Bylaws BRUN (1973+), s. 3.12.5.10.  
BRUN, Minutes, 34, p. 126 (March 11, 1972).  
BRUN, Minutes, 55, p. 145 (June 23, 1990).  
BRUN, Minutes, 68, pp. 6-8 (January 23, 2009).

#### **RP-3.2.2 Deferred Compensation**

If the employee so specifies, authorization is granted by the Board for deferred employee compensation, and approval is given for the University to create a separate account with TIAA-CREF and/or Fidelity Investments for that compensation which is deferred at the employee's option over and above that matched by the University.

Reference: BRUN, Minutes, 39, p. 85 (March 13, 1976).  
BRUN, Minutes, 51, p. 215 (April 19, 1986).  
BRUN, Minutes, 72, p. 59 (July 18, 2014).

#### **RP-3.2.3 Ancillary Groups or Organizations: Group Insurance Plan**

The following designated persons representing groups or organizations ancillary to the University are eligible for participation in the University Group Insurance Plan. No University of Nebraska contribution to any such person's premium cost will be made, and each ancillary group or organization or its individual members will arrange for payment of premiums with the appropriate University benefits manager. The designated persons authorized for participation are members and former members of the Board of Regents, employees of the University of Nebraska Alumni Associations, University Technology Development Corporation, NUTech Ventures, UNeMed Corporation, Peter Kiewit Technology Development Corporation, and the National Strategic Research Institute.

Reference: BRUN, Minutes, 36, p. 227 (December 6, 1973).  
BRUN, Minutes, 38, p. 51 (March 22, 1975).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 56, p. 191 (November 15, 1991).  
BRUN, Minutes, 63, p. 181 (October 19, 2001).  
BRUN, Minutes, 71, p. 61 (March 15, 2013).  
RUN, Minutes, 71, p. 87 (November 14, 2013).

#### **RP-3.2.4 Health Care Benefits for Federal Appointments**

Academic-administrative and managerial-professional employees, working in Cooperative Extension, who currently have a federal civil service appointment, are eligible to participate in the federal employees' health benefits program. The University participates in the premium costs of this program using general current funds.

While civil service appointments are no longer being offered to new Cooperative Extension employees, persons currently holding federal civil service appointments and transferring into the Cooperative Extension program may continue to hold their civil service appointments and participate in the federal employees' health benefits program.

Reference: BRUN, Minutes, 36, p. 198 (October 12, 1973).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

#### **RP-3.2.5 Incentive Programs**

##### 1. Legal Authority

- a. Article VII, Section 10, of the Constitution of the State of Nebraska and Neb. Rev. Stat., § 85-106 relating to the power of the Board of Regents to fix compensation of University employees.
- b. Section 3. of the Bylaws of the Board of Regents relating to compensation paid to members of the professional staff.

##### 2. Purpose

The purpose of this policy is to encourage the development of new ideas and initiatives by faculty and staff that result in enhancing the economy and efficiency of University programs. The savings or additional revenues resulting from such efforts will be used to (a) enhance and improve the quality of operations and academic programs and (b) reinvest in the unit(s) responsible for achieving savings or additional revenue.

##### 3. Establishment of Incentive Programs

Each campus and the Central Administration may develop and present to the Board of Regents for consideration and approval an incentive program providing for the payment of monetary rewards to individuals and organizational units responsible for development of extraordinary initiatives or ideas that result in savings or additional revenue to the University. Each such program should establish a procedure which will insure that each monetary reward reflects the value and significance of the savings or additional revenue generated. Any monetary reward pursuant to an incentive program shall be made at the sole discretion of the University on a one-time basis.

##### 4. Reports

The Board of Regents shall be informed annually by each major administrative unit and the Central Administration of all demonstrable, actual dollar savings (exclusive of utility savings) or additional revenues realized from new ideas or initiatives put into effect. The report shall include a description of the new idea or initiative, the amount of savings realized, and the manner in which savings or additional revenues were reinvested in the originating unit and reallocated to enhance or improve academic programs.

Reference: BRUN, Minutes, 52, pp. 117 (January 17, 1987).

### **RP-3.2.6 Employee and Dependent Scholarship Programs**

#### **RP-3.2.6.1 Employee and Dependent Scholarships: Undergraduate Credit**

##### **A. Employee Undergraduate Scholarship Program**

Pursuant to Section 3.7 of the Bylaws of the Board of Regents of the University of Nebraska, the following regulations shall apply to the Employee Undergraduate Scholarship Program:

1. Eligibility for Employee Undergraduate Scholarship Program
  - a. All full-time (1.00 F.T.E.) employees of the University are eligible to apply.
  - b. All retired employees of the University who have met the normal retirement regulations are eligible to apply.
  - c. Employees must be admitted students of the University and must have met all normal academic requirements for the courses taken.
  - d. The Employee Undergraduate Scholarship Program is not available to employees on leave of absence without pay.
  - e. The Employee Undergraduate Scholarship Program is not available to employees whose anticipated employment period is less than six months.
  - f. The Employee Undergraduate Scholarship Program is not available to employees who are Participants in the Employee Graduate Scholarship Program. However, in further explanation, any annual Employee Graduate Scholarship Program credit hour benefit not fully used by the employee Participant shall be available for the transfer to an Eligible Beneficiary under the Dependent Undergraduate Scholarship Program.
2. Terms and Conditions
  - a. The granting of Employee Undergraduate Scholarships is subject to openings in the specific classes in which the employee intends to enroll. If the reduction or withdrawal of this privilege is necessitated by the lack of funds, such reduction or withdrawal shall apply to all classes of employees on a University-wide basis, and timely notice of this action shall be provided to all employees.
  - b. The benefits set forth in this RP 3.2.6.1 apply only to undergraduate academic credit courses being offered at any unit of the University of Nebraska. These courses may be taken for credit or audit.
  - c. The Employee Undergraduate Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour.

- d. Employees whose applications have been approved shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees. Employees shall also pay all usual course-related costs such as books and supplies.
- e. The program is limited to no more than fifteen (15) credit hours in any 12-month period (August through July) and is normally restricted to no more than six (6) credit hours per semester.
- f. Employees eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Employee Undergraduate Scholarship Program. If the employee's costs are not entirely covered by the other programs, the Employee Undergraduate Scholarship Program shall allow for the difference up to the maximum established herein.
- g. Employees will be billed for their tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.
- h. If any Employee receives funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the courses taken under this program, such funds will be treated as outside the scope of this program, and the University will treat such additional benefit as additional wage income to the Employee in the year received.

### 3. Class Attendance

- a. Normally, employees taking advantage of the Employee Undergraduate Scholarship Program will enroll in classes held during nonworking hours.
- b. If the course(s) is (are) not scheduled during nonworking hours, the Employee's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.

### B. Dependent Undergraduate Scholarship Program

Employees who meet the Employee Undergraduate Scholarship Program employment eligibility conditions may elect to transfer all or part of their employee scholarship benefit to (1) the employee's spouse; (2) one or more dependent children of the employee and/or the employee's spouse; (3) the employee's Adult Designee; or (4) one or more dependent children of such Adult Designee. (Hereinafter, these persons will be referred to collectively as "Eligible Beneficiaries").

#### 1. Definitions

The following definitions shall apply to the Dependent Scholarship Program:

- a. Spouse shall be an employee's husband or wife, as recognized by the State of Nebraska.
- b. An individual shall qualify as an Adult Designee if all of the following criteria are met:
  - i. The individual is not the spouse of the employee;
  - ii. The individual has resided in the same domicile with the employee for at least the past consecutive twelve (12) months and intends to remain so indefinitely;
  - iii. The individual is at least nineteen (19) years of age;

- iv. The individual is directly dependent upon, or interdependent with, the employee sharing a common financial obligation. Acceptable documentation shall include:
  - A. Any Internal Revenue Service form listing the Adult Designee as a dependent, or
  - B. Any three (3) of the following four (4) documents:
    - (1) A joint loan obligation, mortgage, or lease, or joint ownership of a vehicle;
    - (2) An employee life insurance policy, retirement benefits account, or will designating the Adult Designee as beneficiary thereto, or will of the employee or the Adult Designee which designates the other as executor;
    - (3) A mutually granted power of attorney for purposes of healthcare or financial management; or
    - (4) Proof of a joint bank or credit account showing the employee or Adult Designee is authorized to sign for purposes of the other's bank or credit account.
- v. The employee signs and files with human resources a sworn statement with attached documentation listed in subsection iv.A or iv.B of this subsection, which statement attests to the authenticity and truthfulness of the documents and the veracity of statements that the Adult Designee is nineteen (19) years of age or older and financially dependent or interdependent with the employee;
- vi. The employee has not withdrawn the sworn statement set forth in subsection B.v.
- vii. The individual is not:
  - A. A person hired or directly supervised by the employee in an employment setting;
  - B. A person the employee may transfer, suspend, lay off, recall, promote discharge, assign reward, or discipline as an employee;
  - C. A person for whom the employee has the responsibility to direct or adjust grievances, or effectively recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment;
  - D. A person related to either the employee or the employee's spouse as follows:
    - (1) Parents.
    - (2) Parents' collateral descendants (siblings, nieces, nephews).
    - (3) Grandparents and their descendants (aunts, uncles, cousins).
    - (4) Renters, boarders, tenants, employees.

(5) Children (Children of employees or Adult Designees may qualify for Dependent Scholarship Program benefits as dependent children, but not as Adult Designees).

c. Dependent child shall mean any naturally born child, legally adopted child, stepchild, or ward of an employee or Adult Designee who (i) is unmarried and under twenty-four (24) years of age, and (ii) is chiefly dependent on the employee or the Adult Designee for support (claimed as a dependent for tax purposes).

## 2. Eligibility for Dependent Scholarship Program

a. All regular full-time (1.00 F.T.E.) employees of the University who meet the employment eligibility requirements of the Employee Undergraduate Scholarship Program may transfer up to a total of fifteen (15) credit hours per year (August through July) to one or more Eligible Beneficiaries. Such transfer shall be at tuition rates equal to the University's resident tuition charge per semester credit hour at the campus of attendance.

b. The Dependent Scholarship Program is only available to an Eligible Beneficiary who is an admitted student of a University of Nebraska campus and who has met all the normal academic requirements of the course(s) taken. Full-time student enrollment status is required for a dependent child to be eligible, but not for a spouse or Adult Designee. An affidavit will be required to document the status of dependent children. The University reserves the right to request copies of tax returns or other supporting documentation.

c. All retired employees of the University who have met the normal retirement regulations may apply the Dependent Scholarship Program to one or more Eligible Beneficiaries.

## 3. Terms and Conditions

a. The Dependent Scholarship Program will be limited to undergraduate academic credit courses at any campus of the University of Nebraska.

b. The Dependent Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour at the campus of attendance, subject to the limitations listed in subsection (e) below.

c. Eligible Beneficiaries whose applications have been approved shall pay all normal admission and matriculation fees including lab fees, course fees, UPFF fees, and all usual course-related costs such as books and supplies.

d. The maximum number of credit hours that may be transferred by an employee to one or more Eligible Beneficiaries will be the equivalent of fifteen (15) semester credit hours in any 12-month period (August through July) and is restricted to no more than nine (9) hours per semester.

e. Eligible Beneficiaries who are eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Dependent Scholarship Program. If the Eligible Beneficiary's tuition costs are not entirely covered by the other programs, the Dependent Scholarship Program shall allow for the difference up to the maximum established herein.

f. Employees will be billed for an Eligible Beneficiary's tuition if they resign from University employment and the effective date of the resignation occurs during the first thirty (30) days after classes have commenced.

- g. Employees may incur income tax on the value of the Dependent Undergraduate Scholarship Benefit awarded, especially in cases where the benefit is transferred to an individual not considered a dependent of the employee for income tax reporting purposes. Employees may wish to seek tax advice prior to receiving the benefit described in this program.

### **RP-3.2.6.2 Employee Scholarships for Graduate Credit**

#### **1. Establishment and Purpose of Plan**

- a. The University of Nebraska (the “University”) hereby establishes this Plan for the purpose of providing tax benefits related to the furnishing of educational assistance to eligible employees.
- b. It is the intention of the University that the educational assistance provided under the Plan be eligible for exclusion from a Participant’s gross income to the maximum extent possible under Section 127(a) of Code and under any applicable provisions of the Nebraska state tax laws. The University presently provides, and will continue to provide, to its employees a variety of other benefits, some of which may qualify for exclusion from gross income under provisions other than section 127 of the Code. The educational assistance offered under this Plan is provided in addition to such other benefits, which shall not constitute a part of this Plan.

#### **2. Definitions for Purposes of RP-3.2.6.2**

- a. “Benefits” means the payment, reimbursement, or waiver of tuition costs. Participants whose applications have been approved for this Plan shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees, which shall be waived. Employees shall also pay all usual course-related costs such as books and supplies and equipment. In addition, Benefits do not include the payment, reimbursement, or waiver of costs related to tools or supplies which may be retained by the Participant after completion of an Educational Course, or meals, lodging, or transportation incidental to taking an Educational Course.
- b. “Code” means the Internal Revenue Code of 1986, as amended.
- c. “Educational Course” means any University graduate level course of a kind normally taken by an individual pursuing a program leading to a law, business, medical, or other advanced academic or professional degree. Educational Courses do not include either (a) undergraduate courses, or (b) courses that instruct the Participant in any sport, game, or hobby, unless such courses are required as part of a graduate degree program.
- d. “Employer” means the University of Nebraska.
- e. “Participant” means full-time (1.00 F.T.E) employees, and retired employees of the Employer who have met the normal retirement regulations. Employees (a) who are on a leave of absence without pay, (b) whose anticipated employment period is less than six months, or (c) who are participating in the Employee Undergraduate Scholarship Program, do not qualify as Participants.
- f. “Plan” means the University of Nebraska Section 127 Educational Assistance Plan, as set forth in this RP-3.2.6.2.
- g. “Plan Administrator” means the University’s Senior Vice President for Business and Finance, or such successor position, and those individuals employed by the University to



whom the Senior Vice President for Business and Finance has delegated authority for the administration of the Plan.

- h. "Plan Year" means the 12-month period commencing January 1 and ending on December 31.

### 3. Eligibility

- a. Every Participant is eligible to receive Benefits under the Plan, subject to the limitations set forth in Section 4. below.
- b. A Participant shall cease to be eligible to receive Benefits on the date that the person is no longer a Participant. If, however, such person is receiving Benefits at the time that the person becomes ineligible, he or she will remain eligible for Benefits under the Plan until the end of the semester or other academic term in which eligibility terminates.

### 4. Limitations on Benefits

- a. If any Participant receives during a Plan Year funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the Educational Courses taken under this Plan, such funds will be treated as outside the scope of this Plan, and the University will treat such funds as additional wage income to the Participant in the Plan Year received.
- b. In no event shall a Participant be entitled to receive any Benefits under this Plan in lieu of cash or any other taxable compensation that he or she might otherwise be entitled to receive from the Employer.
- c. In any Plan Year during which a person is a Participant in the Plan, the Participant shall be eligible to receive Benefits under the Plan valued at no more than \$5,250 (or such greater or lesser amount as may be subsequently permitted under section 127 of the Code).
- d. The Plan is intended not to discriminate in favor of highly compensated employees (as defined in section 414(q)) of the Code) as to eligibility to either participate in the Plan or receive Benefit distributions from the Plan, and the Plan will in all respects comply with the requirements of sections 127(b)(2) and (3) of the Code and the underlying Treasury regulations. If, in the judgment of the Plan Administrator, the operation of the Plan in any calendar year would result in such discrimination, the Plan Administrator shall select and exclude from participation in the Plan such Participants as shall be necessary to ensure that, in the judgment of the Plan Administrator, the Plan does not discriminate.
- e. If any Benefits under this Plan become taxable to the Participant for any reason, including a result of nondiscrimination tests or payment of Benefits in excess of statutory limits, any employment tax withholding owed with respect to the taxable portion of any Benefits shall be deducted from the Participant's other compensation in the same calendar year in which the Benefits are provided.
- f. The Benefits provided hereunder are subject to openings in the specific classes in which the Participant intends to enroll. If the reduction or withdrawal of this privilege is necessitated by a lack of funds, such reduction or withdrawal shall apply to all classes of Participants on an Employer-wide basis, and timely notice of this action shall be provided to all Participants.
- g. The Benefits provided hereunder apply only to academic credit courses being offered at any unit of the Employer. These courses may be taken for credit or audit.

- h. The tuition benefit provided under the Plan shall be equal to the Employer's resident tuition charge per semester credit hour.
  - i. Participants whose applications have been approved shall pay all admission and matriculation fees, including lab fees and course fees, and all course-related costs such as books and supplies, but shall not be required to pay University Program and Facilities fees.
  - j. The tuition benefit provided under this Plan is limited to no more than fifteen (15) credit hours in any Plan Year and is normally restricted to no more than six (6) credit hours per semester.
  - k. Participants will be billed for their tuition cost if they resign from being employed by the Employer and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.
  - l. Normally, Participants taking advantage of the Benefits under this Plan will enroll in classes held during nonworking hours, and if the course(s) is (are) not scheduled during nonworking hours, the Participant's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.
5. Plan Administrator
- a. The Plan Administrator shall have authority and responsibility to take any reasonable actions necessary to control and manage the operation and administration of this Plan under rules applied on a uniform and nondiscriminatory basis to all Participants, including retaining an independent company to perform administrative services such as Plan recordkeeping or Benefit reimbursement.
  - b. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to such persons who are eligible to be Participants.
6. Miscellaneous
- a. All Benefits provided under this Plan shall be funded by the Employer in a manner that the Employer shall deem appropriate.
  - b. This Plan may be amended or terminated at any time by the Employer, provided, however, that any termination or amendment shall not affect the right of any Participant to claim an award for which he or she may have qualified prior to such termination or amendment.
  - c. The University's Director of University Accounting shall be responsible for preparing and filing the Annual Return/Report of Employee Benefit Plan (Form 5500) to report all required information concerning the Plan.
  - d. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant. Nothing contained in this Plan shall be deemed to give any Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant at any time regardless of the effect which such discharge shall have upon him or her as a Participant of this Plan.
  - e. This Plan shall be construed and enforced according to the laws of the State of Nebraska, other than its laws respecting choice of law, to the extent not preempted by any federal law.

- f. RP-3.2.6.2 represents the entire Plan. No other employee benefit plan is, or may hereafter be maintained by the Employer as, part of this Plan, unless the Plan is amended in accordance with the rules governing amendment of the Regents Policies.

Reference: BRUN, Minutes, 43, pp. 175-176 (July 28, 1979).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 63, p. 157 (June 23, 2001).  
BRUN, Minutes, 71, p. 65 (March 15, 2013).  
Corporation Secretary Revision: Amended in accordance with authority granted to the President in agenda item IX-B-6 on June 8, 2012.

### **RP-3.2.7 Operating Policy for the University of Nebraska General and Automobile Liability Self-Insurance Program**

#### 1. General

- 1.1 Purpose. The Board of Regents of the University of Nebraska (the "University") is a public body corporate and agency of the State of Nebraska, organized and existing under the Constitution and laws of the State of Nebraska. The University is authorized by Neb. Rev. Stat. Sections 85-1,126 and 85-1,127 to establish and maintain a General Risk-Loss Trust for the purpose of providing a mechanism for funding a program to pay for certain liability and property losses and expenses, and to provide for the legal defense of commissioned law enforcement officers employed by the University who are charged with criminal offenses or subjected to grand jury proceedings as a direct result of performance of duties within the scope of employment by the University. This Operating Policy establishes the University of Nebraska General and Business Automobile Liability Self-Insurance Program (the "Program") which shall provide self-insurance coverage for certain liability losses and property losses and expenses and Police Officer Criminal Defense Claims which may from time to time be incurred by the University and which are not otherwise covered by insurance. The types of losses or claims covered and the limits of self-insurance coverage provided by the Program are as set forth in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE and the STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE attached to this Operating Policy as Addendum "A" and Addendum "B" and by reference incorporated herein.
- 1.2 Establishment of the General Risk-Loss Trust. Contemporaneous with the approval of this Operating Policy by the Board of Regents, the University shall enter a General Risk-Loss Trust Agreement (the "Trust Agreement") with a Trustee. The Trust Agreement shall formally establish the General Risk-Loss Trust for the purpose of funding the Program in accordance with this Operating Policy.
- 1.3 Program Duration. The Program established by this Operating policy shall remain in force and effect until changed or discontinued by action of the Board of Regents.

#### 2. Program Administration

- 2.1 Management Responsibility. The Vice President for Business and Finance shall have general responsibility for administration and management of the Program.
- 2.2 Principal Office and Records. The principal office of the Program shall be located at Varner Hall, University of Nebraska, 3835 Holdrege Street, Lincoln, Nebraska 68583-0742. All records relating to operation of the Program shall be maintained under the custody of the Vice President for Business and Finance at said address.
- 2.3 Claims Settlement Authority. The Vice President for Business and Finance or his or her designee shall, upon the recommendation and concurrence of the General Counsel, have

authority to approve settlement of claims and suits covered by the Program. The Vice President for Business and Finance shall issue a written administrative policy and procedure setting forth the process for review and approval of settlements of claims and suits covered by the Program.

- 2.4 Claims Administration. The Vice President for Business and Finance shall issue such written administrative policies as he or she may determine to be necessary to insure that adequate controls are implemented to prevent misuse of funds in the General Risk-Loss Trust and that proper documentation is maintained with respect to all claims transactions. Day to day claims administration will be conducted under the direction of the Vice President for Business and Finance and shall include:
- (a) Coordinating claims settlement;
  - (b) Initiating withdrawals from the General Risk-Loss Trust;
  - (c) Publishing loss runs;
  - (d) Reporting claims to proper authorities;
  - (e) Insuring prompt payment of approved claims; and
  - (f) Coordinating a University-wide loss control program.
- 2.5 Program Coordination. The Vice President for Business and Finance or his or her designee shall coordinate administration of the Program with other parties engaged by the University to assist in claims management or to provide legal services.
- 2.6 Monitoring of Investments. The Vice President for Business and Finance shall have responsibility for monitoring investments made by the Trustee under the General Risk-Loss Trust to insure compliance with the General Risk-Loss Trust Agreement and this Operating Policy.
- 2.7 Legal Services. The General Counsel shall evaluate claims and suits requiring legal representation under the Program. He or she shall be responsible for providing legal services in defense and settlement of any claims or suits covered by the Program either through the Office of the General Counsel or by engaging outside counsel to provide such legal services. Any billing statement for fees of outside counsel shall not be paid until the same has been approved by the General Counsel.
- 2.8 Claims Status and Disposition Reports. The General Counsel shall annually prepare and deliver to the President and the Board of Regents a written report of the status and disposition of claims and suits covered by the Program.

### 3. Financial Guidelines for the Program

- 3.1 Use of the General Risk-Loss Trust. The Vice President for Business and Finance or his or her designee is authorized to direct the payment of funds from the General Risk-Loss Trust for the purpose of paying on behalf of the University and those persons, entities and organizations also insured under the Program all sums for losses and expenses covered by the Program up to the stated limits of the self-insurance coverage of the Program as stated in Addendum "A" AND Addendum "B", but only when such losses or expenses are not otherwise covered by valid and collectible insurance covering a Liability Occurrence as defined in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE or an Accident as defined in the STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE for the Program.

- 3.2 Maintenance of Adequate Funds and Reserves in the Trust Fund. The Vice President for Business and Finance shall insure that adequate funds are deposited and maintained in the General Risk-Loss Trust to pay claims and associated expenses, and operational costs incurred in administration of the Program, including maintenance of a surplus at all times. Adequate funding shall include maintenance of adequate reserves for reported claims and cases, loss adjusting expenses, and reserves for incurred-but-not-reported claims (IBNR).
- 3.3 Budget Allocations for the Program. In accordance with Section 3.4 of this Operating Policy, the Vice President for Business and Finance shall determine, not later than thirty (30) days prior to the beginning of each fiscal year of the University, the minimum amount of funds to be maintained in the General Risk-Loss Trust in order to implement the Program for the ensuing fiscal year. Each annual budget of the University shall include an equitable allocation of funds from the University of Nebraska-Lincoln, the University of Nebraska at Kearney, the University of Nebraska Medical Center, the University of Nebraska at Omaha and the Nebraska College of Technical Agriculture to be deposited in the General Risk-Loss Trust to insure that adequate funding and reserves are maintained in the Trust to pay claims, associated expenses, and operational costs of the Program.
- 3.4 Actuarial Evaluation. Prior to making each annual budget allocation for the General Risk-Loss Trust as provided by Section 3.3 of this Operating Policy, the Vice President for Business and Finance or his or her designee shall obtain an actuarial or loss-reserve specialist's opinion which shall indicate the level of funding required for the Trust to carry out its dedicated purpose for the fiscal year beginning on the next July. Each such evaluation shall include the following information:
- (a) Development of expected loss costs of the Program based on similar experience;
  - (b) Estimation of the University's losses at retention limits; and
  - (c) Recommendation as to the University's funding needs for the Program.
- 3.5 Board Action in the Event of Inadequate Funds for Program Operation. If at any time the Vice President for Business and Finance in the exercise of his or her professional judgment shall conclude that there are not adequate funds in the General Risk-Loss Trust to carry out the Program, such conclusion shall be reported to the President and the Board of Regents together with his or her recommendation for such action by the Board as may be appropriate and necessary under the circumstances to assure payment of claims and associated expenses, and operational costs in future operation of the Program.
- 3.6 Investment of Trust Funds. The Trustee shall be required by the Trust Agreement to invest funds held in the Trust in securities and property as shall from time to time be legal investments for funds of the University.
- 3.7 Defense and Settlement of Claims. Claims covered by the Program shall be processed and acted upon in accordance with a claims administration policy approved by the Vice President for Business and Finance. The University, as administrator of the Program, shall:
- (a) Defend any claim or suit expressly covered by the Program, even if such claim or suit is groundless, false or fraudulent; but the University may make such investigations and settlement of any claim or suit as it deems expedient;

- (b) Pay all premiums and bonds to release attachments for an amount not in excess of the applicable limit of coverage provided by the Program, and pay all premiums on appeal bonds required in any suit defended under the Program, but without obligation to apply for or furnish any such bond;
- (c) Pay any civil money judgment, except any judgment or part of a judgment which is for punitive damages, and expenses incurred in the defense of any claim or suit covered by the Program, including all costs and attorneys fees taxed against a covered person or entity named in any such suit, and all interest accruing after entry of judgment until the Program has paid or tendered or deposited in court such part of such judgment and expenses as does not exceed the limits of coverage provided by the Program in Appendix "A" and Appendix "B", and pay any valid Police Officer Criminal Defense Claim as does not exceed the limits of coverage for such claims provided by the program in Appendix "A";
- (d) Reimburse any person or entity covered by the Program for all reasonable expenses incurred in defense and settlement of any claim or suit covered by the Program, except loss of earnings.

3.8 Other Expenses. The Vice President for Business and Finance may in the exercise of his or her discretion direct that the following expenses be paid from the Trust:

- (a) Expenses related to administration of the Program, including educational training of University employees relating to defense and settlement of claims, claims administration and risk reduction, and payment of insurance policy premiums or other insurance-related expenses.
- (b) Costs and expenses of the Office of the University General Counsel for legal services for defense and settlement of claims.
- (c) Expenses for attorneys fees and costs for defense of administrative or civil claims against the University that are not covered by the Program.

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## RP-5.2 Admissions

### RP-5.2.1 Admission Standards

#### 1. Overview of Entrance Requirements

Entrance requirements have been divided into two sections described in detail below. In addition to being graduates of an accredited high school, or equivalent, students planning to matriculate at UNK, UNL and UNO must take a core of selected high school courses spread over a number of disciplines. Additionally, these students are required to meet performance criteria by being in the top half of their graduating class or meet certain performance criteria, based on scores on national examinations or a cumulative high school GPA. The entrance requirements incorporate a process for admitting students who do not meet one or more of the admission criteria, yet show promise of academic success.

#### 2. Core Course Requirements

- a. English - 4 units - All units must include intensive reading and writing experiences. Innovative interdisciplinary courses and courses in speech and journalism may be substituted if they include substantial amounts of reading and writing.
- b. Mathematics - 3 units - Algebra I, algebra II and geometry.
- c. Social Studies - 3 units - One unit drawn from American and/or world history; one additional unit drawn from history, American government, and/or geography; and a third unit drawn from any social science discipline.
- d. Natural Sciences - 3 units - At least two units selected from biology, chemistry, physics, and earth sciences. One of the above units must include laboratory instruction.
- e. World Language - 2 units - For colleges that require world language, both units must be in the same language. Students who do not take two years of world language in high school may still qualify for admission to colleges without a world language requirement.
- f. Additional Academic Requirements - 1 unit

For UNK and UNO, unit can be chosen from any academic discipline (preferably mathematics).

For UNL, must be a Mathematics unit that builds on a knowledge of algebra. It is not required that all students take a trigonometry or pre-calculus course for their fourth unit of mathematics. Other mathematics courses that build on two years of algebra (courses in statistics or discrete mathematics for example) may be taken to satisfy this requirement.

- g. Total Units - 16 total units required - A unit is a Carnegie Unit, comprising high school study for a period of one year. Equivalent requirements or competencies may be substituted, with the approval of the appropriate University campus.

#### 3. Performance Requirements

In addition to meeting the above core course requirements, students seeking admission to UNK, UNL or UNO shall:

- a. Be ranked in the 50th percentile or higher of their graduating class in an accredited high school; or
- b. Have received an ACT composite score of 20 (enhanced) or greater, or its SAT equivalent as determined by the Executive Vice President and Provost; or
- c. Have earned a minimum of 3.00 cumulative high school GPA at the conclusion of their sixth semester of high school or later.

4. Admission of Students

Students seeking admission to any campus of the University will have their academic records reviewed. These reviews will result in one of the following decisions:

- a. Assured Admission of Students. High school graduates who meet the above criteria (successful completion of the 16 units of core courses and satisfaction of the performance requirement) will be assured of admission as an undergraduate to UNL, UNO, or UNK.

High School graduates, or students who have completed their General Education Diploma (GED), who also have submitted ACT, SAT, Accuplacer, or ASSET scores, will be assured admission to the Nebraska College of Technical Agriculture (NCTA). Direct enrollment to college-level courses at NCTA will depend upon an assessment of student academic preparedness.

- b. Admission of Students on the Basis of Special Merit. Applicants who do not qualify for assured admission by meeting all entrance criteria will automatically be considered for full admission to the University on the basis of special merit. The process by which these students are considered and admitted to a given campus is the responsibility of that particular campus. However, each campus will assure that the process will make provisions for a variety of circumstances, including, but not necessarily limited to, allowance for the special consideration to be given to: non-traditional students; returning adult students; students educated at home schools; students who do not meet the required performance criteria but who have performed at a high level of accomplishment towards the conclusion of their high school careers; students with special talents; and students who can demonstrate experience gained from meaningful prior work; students who can provide evidence of special talents, such as outstanding musical performers; those with unique educational experience or career achievements; students from low socioeconomic backgrounds; and first-generation college students; ~~students graduating from high schools who have not historically sent a significant number of students to four-year institutions of higher education; and students who have meaningful experience gained from working with individuals from diverse backgrounds.~~ Such students will be encouraged to provide evidence of their ability to do university level work. It must be emphasized that students once admitted through this process will be considered fully admitted and will not be considered by the University to have a provisional status. However, some students may be admitted with requirements to complete specific courses and use academic support and student success programming to compensate for having not completed all of the required core courses, performance requirements or equivalent educational attainments. It is anticipated that no more than 25 percent of the first-time traditional freshman students would be admitted on the basis of special merit.
- c. Admission of Transfer Students. Students who transfer to the University of Nebraska with 24 or more credit hours of transferrable coursework will not be required to have



met the core course requirements, either in high school or in their previous postsecondary studies. Each campus will determine how deficiencies in the prior record of these students will be satisfied.

- d. Deferred Admissions. Some students may need additional preparation prior to attending the University of Nebraska. These students will have their admission deferred and will be encouraged to attend another postsecondary institution, such as NCTA or a community college, in order to deal with deficiencies identified in their prior academic preparation.

## 5. Veteran Promise

In accordance with the Nebraska Veteran Promise Act, eligible military students and eligible veteran students who otherwise meet the admission requirements for the University campus to which they are applying shall be automatically accepted for enrollment as an undergraduate student in virtual or in-person courses and programs.

- a. An “eligible military student” is a student who:
  - 1) graduated from a Nebraska high school on or after January 1, 2002;
  - 2) signed enlistment papers to serve in a uniformed service; and
  - 3) at the time of application, either is serving in such uniformed service under a six- year obligation or has served as least two years of active duty in such uniformed service and is serving in such uniformed service or another uniformed service.
- b. An “eligible veteran student” is a student who:
  - 1) either graduated from a Nebraska high school on or after January 1, 2002, or graduated from a high school in another state on or after January 1, 2002, and served in a uniformed service while assigned to a location in this state;
  - 2) signed enlistment papers to serve in a uniformed service;
  - 3) received either an honorable discharge or a general discharge under honorable conditions from a uniformed service.
- c. “Uniformed service” means an active or reserve component of:
  - 1) The Army, Navy, Air Force, Marine Corps, Coast Guard, Merchant Marine, or Space Force of the United States;
  - 2) The Commissioned Officers Corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States; or
  - 3) The Nebraska National Guard.

Reference: BRUN, Minutes, 58, pp. 12-15 (January 16, 1993).  
BRUN, Minutes, 74, p. 32 (September 16, 2016).  
BRUN, Minutes, 76, p. 3 (February 7, 2020).  
BRUN, Minutes, 76, p. 141 (February 11, 2022).  
BRUN, Minutes, 76, p. 267 (February 9, 2024).  
Corporation Secretary Revision (February 26, 2024).



## RP-5.7.4 Tuition Level Guidelines

Guidelines for setting tuition levels throughout the University include

1. Tuition increases are to be considered when increases in educational costs justify such an increase or to address specific educational initiatives.
2. Tuition levels in the University of Nebraska should balance educational quality with access.
3. The tuition increase rates should take into account existing tuition levels and proposed increases at peer universities, including those of regional institutions.
4. Graduate tuition level should ordinarily be greater than undergraduate tuition level.
5. The State of Nebraska should maintain a reasonable share of the cost of education for all students.
6. Every effort should be made to ensure that need-based financial aid continues to be available as tuition is increased.
7. Ordinarily nonresident students should pay a larger share of instructional costs than resident students, unless they are part of special programs such as the Midwest Compact program or a tuition waiver program.
8. ~~Tuition levels~~ Tuition levels should also take into account the need for access to under-represented groups including those identified in RP 5.2.1 eligible for special merit consideration to enhance the mission of the University. ~~should also take into account the need for access to members of under-represented racial/ethnic groups to enhance the cultural diversity of the University.~~
9. Tuition levels reflect the missions of the campuses.
10. Differential Tuition Rates: the President may establish a procedure by which the campuses may vary the rate of tuition from that established by the Board. The purpose of such variable rates would be to achieve University goals and objectives. The principles guiding any tuition differential rates shall be as follows:
  - a) Differential tuition rates should take into consideration the goals of tuition policy, educational objectives, efficient use of University resources, entrepreneurial opportunities, and competitive challenges.
  - b) Tuition differentials, if any, should be reasonably transparent so that individual students can make informed choices.
  - c) Following each academic year, the Board of Regents will be provided an annual report on the variances granted to the Board approved rates and the impact of those actions, including any impact on access.
  - d) Any proposal for a variance should state the specific purpose to be achieved and the means for measuring its effectiveness.
  - e) All programs with differential tuition rates will adhere to the University's tuition policy guidelines.

Reference: BRUN, Minutes, p. 217, (December 4, 1993).  
BRUN, Minutes, 64, p.124, (June 10, 2005).  
BRUN, Minutes, 70, p. 33 (September 9, 2011).

#### RP-5.8.4 Rules for Granting Nonresident Tuition Remissions to Children of Alumni of the University

##### 1. Statement of Purpose

The Board of Regents has made recruitment of students a high priority for the University, ~~and has emphasized the need to also achieve greater cultural diversity among students on the campuses of the University.~~ The ~~recruitment of nonresident students helps enhance cultural diversity among students. In particular, the~~ recruitment of nonresident students helps enhance the academic experience, broadens the reach of the University, and encourages state workforce development. ~~Additionally, In particular, the recruitment of nonresident~~ children of alumni will ~~complement the Regents' desire to increase cultural diversity, and at the same time will complement the Regents' desire to~~ foster stronger alumni relations.

Neb. Rev. Stat. § 85-504 authorizes the Regents to adopt rules for the waiving of nonresident tuition to students on the basis of scholarship.

Based upon the foregoing, the Board of Regents hereby establishes these rules for awarding full or partial waivers of undergraduate nonresident tuition for nonresident children of alumni of the University.

##### 2. Definitions. For the purposes of these rules the following definitions shall apply

- a. "Alumnus of the University" shall mean any person who has been awarded a baccalaureate degree or a graduate or professional degree from the University of Nebraska.
- b. "Child of an alumnus" shall mean any person who is a natural born child or legally adopted child of an alumnus of the University.

##### 3. Waiver of Undergraduate Nonresident Tuition for Children of Alumni

The nonresident portion of tuition may be fully or partially waived for any new undergraduate nonresident student of the University who is a child of an alumnus and who meets the eligibility standards established for each campus. Each campus chancellor is authorized to develop a Legacy Remissions Program, subject to the following minimum standards.

- a. A student entering the University from high school must either (i) rank in the upper one- third of his or her graduating class in high school, or (ii) have achieved a cumulative high school grade point average (GPA) of 3.00 or higher, or (iii) have earned an ACT composite score of 24 or higher, or have earned an SAT equivalent total score as determined by the Executive Vice President and Provost.
- b. A student first entering the University as a transfer student must (i) rank in the upper one- third of his or her graduating class in high school, or (ii) have earned an ACT composite score of 24 or higher, or (iii) have earned an SAT equivalent total score as determined by the Executive Vice President and Provost, and the student must have achieved a cumulative grade point average of 3.0 or better in all undergraduate course work at all institutions of postsecondary education he or she has previously attended

##### 4. Continuation of Legacy Remissions Program

Campus-specific rules for awarding Legacy Remissions must include the criteria to be applied in determining eligibility for continuation of the award subsequent to the initial year.

5. Transferability

A Legacy Remission awarded by one campus of the University is not transferable to another campus of the University. However, a student who enrolls as a Legacy Remission student at one campus of the University may qualify for a Legacy Remission at another campus of the University if he/she meets the Legacy Remission criteria for new transfer students specified in the rules of the campus to which the student is transferring.

Reference: BRUN, Minutes, 64, p. 36 (June 1, 2002).  
BRUN, Minutes, 64, p. 126 (June 10, 2005).  
BRUN, Minutes, 74, p. 33 (September 16, 2016).  
BRUN, Minutes, 76, p. 39 (December 4, 2020).

[4919-6639-6190, v. 1](#)



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Executive Committee**

**April 11, 2025**

**AGENDA ITEM:** Updates to remaining Bylaws Chapters I-III of the Board of Regents of the University of Nebraska.

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Paul Kenney, Chair

**PURPOSE & KEY POINTS:**

The proposed updates to remaining Bylaws Chapters I-III of the Board of Regents are intended to implement necessary updates, and clarify language, in compliance with Executive Orders that have been released and additional Department of Education mandates.

**RECOMMENDATION**

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  
of the  
University of Nebraska**



Contains Amendments Through June 22, 2023

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**Canons of Interpretation**

The University of Nebraska has prohibited invidious discrimination on the basis of sex since it was founded [Charter of the University of Nebraska, Section 18, in Board of Regents of the University of Nebraska, Minutes, 1,8 (15 February 1869)], and has reaffirmed its commitment to this position from time to time over the years.

To prevent misinterpretation of the use of masculine pronouns in various pronouncements of the Board, sections of the *Bylaws* of the Board, and rules and regulations of the University, the following canons of interpretation are hereby adopted by the Board of Regents for retroactive and prospective application:

1. Words importing the masculine gender may be applied to females.
2. Words importing the plural number may include the singular.

The Corporation Secretary, or anyone designated by that officer, is hereby authorized to take the appropriate steps in modifying all *Bylaws*, policies, rules and regulations to conform with the canons listed above as the contexts may require, and the interests of clarity may dictate.

**History:** Added, 42 BRUN 150-151 (10 November 1978)

The Board of Regents  
University of Nebraska  
3835 Holdrege Street  
Lincoln, Nebraska 68583-0745

Corporation Secretary

These *Bylaws* became effective, as approved by the Board of Regents of the University of Nebraska, on August 20, 1973. Subsequent changes were approved by the Board on the dates listed on the [inside back cover, final pages of this document](#). Copies of the updated *Bylaws* may be found at [www.nebraska.edu](http://www.nebraska.edu) or in the office of the Corporation Secretary.

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## Chapter I. The Board of Regents of the University of Nebraska

1.1 The University of Nebraska. The University of Nebraska shall include all activities, functions, and administrative entities under the jurisdiction of the Board of Regents that have been established by the Board or assigned to it for the purposes of fulfilling the objectives of the University in education, research, extension, and public service. The organization of the University includes four major administrative units, each with one or more campus sites: the University of Nebraska-Lincoln, which includes the Institute of Agriculture and Natural Resources (within which are the Agricultural Experiment Station and Cooperative Extension Service); the University of Nebraska Medical Center; the University of Nebraska at Omaha; and the University of Nebraska at Kearney.

~~History: Amended 56 BRUN 90 (22 June 1991)  
Amended 49 BRUN 300 (16 June 1984)~~

1.1.1 The administrative units and their respective campus sites referenced above (1.1) may share or combine academic colleges, centers, facilities and programs consistent with the respective institutional and program accrediting body requirements as approved by the Board of Regents of upon recommendation by the University of Nebraska System Chief Executive Officer/President (hereinafter "CEO/President").

~~1.1.1.2~~ The administrative units referenced above (1.1) may be separately or collectively accredited in whole, in combination or in part by individual administrative unit, academic college, department or program by their respective institutional and program accrediting body requirements as approved by the Board of Regents of upon recommendation by the University of Nebraska system CEO/President.

~~History: Amended 56 BRUN 90 (22 June 1991) Amended 49 BRUN 300 (16 June 1984)~~

1.2 The Board of Regents of the University of Nebraska. The Board of Regents of the University of Nebraska, a body corporate created by the people of Nebraska through the Constitution, has constitutional and statutory power for general supervision over all elements of the University, control and direction of all expenditures, and for general operating policies of the University. The Board of Regents consists of eight elected members, who are elected for six-year terms, and four nonvoting Student Regents, as provided in section 1.2.1 of these Bylaws. Members hold office until their terms have expired. The Governor fills Board vacancies by appointment as provided in Neb. Rev. Stat. 85-103. The term "Board" when used in these Bylaws, shall mean the Board of Regents of the University of Nebraska. The Board exercises the final authority in ~~government~~ governance of the University within the limits of the Constitution, the laws of the State of Nebraska, and the laws of the United States. The Board hereby delegates to the CEO/President of the University, and through him or her to the appropriate administrative officers, general authority and responsibility to carry out the policies and directions of the Board. The Board hereby delegates to the faculty and recognized student groups of each of the administrative units the authority to develop reasonable rules and regulations for faculty and student self-government. In any case where any officer, group or agency has been authorized by these Bylaws to adopt or modify rules or regulations, such rules or regulations, before they may be effective, shall be:

~~In any case where any officer, group or agency has been authorized by these Bylaws to adopt rules or regulations, such rules or regulations, before they may be effective, shall be: (1~~

~~(a) considered by the officer, group or agency at a public hearing held after giving reasonable advance public notice thereof; and (2~~

~~(b) reviewed and approved by the General Counsel for consistency with these Bylaws and applicable policies, laws and regulations; and (3) filed with the Corporation Secretary for report to the Board. The President and cognizant Chancellor are to be timely provided with a courtesy copy of any public hearing notice.~~

~~(c) filed with the Corporation Secretary for report to the Board. The CEO/President and cognizant CAO/Chancellor (hereinafter "CAO/Chancellor") are to be timely provided with a courtesy copy of any public hearing notice. All delegation of authority under these Bylaws is subject to the condition that in all matters~~

Commented [KH1]: Bylaw 1.1 will be voted on for adopting at the April 11, 2025 Board meeting

involving students, faculty, and the operation of the University, the Board reserves to itself all powers and responsibilities to take any action required in the exercise of its constitutional and statutory responsibilities in any situation.

History: ~~—~~ Amended, 68 BRUN 3 (22 January 2010)  
Amended, 56 BRUN 36 (16 March 1991)  
Amended, 49 BRUN 300 (16 June 1984)

1.2.1 Student Members of the Board. Three students of the University of Nebraska shall serve as de jure nonvoting members of the Board as provided in Article VII, Section 10 of the Nebraska Constitution. These student members shall consist of the duly elected student body ~~president/Presidents of their respective administrative units as referenced above (1.1) including the student body CEO/President~~ of the University of Nebraska- Lincoln, the student body ~~president/President~~ of the University of Nebraska at Omaha, and the student body ~~president/President~~ of the University of Nebraska Medical Center. In addition to the *de jure* nonvoting student members of the Board, the student body president of the University of Nebraska Kearney shall be recognized and serve as a *de facto* member of the Board and shall be accorded the same nonvoting status and privileges as the *de jure* student members of the Board. The terms of office of student members of the Board shall be for the period of service as student body ~~president/President. In event that they are unable to complete their term of service, the duly elected student body vice President from the respective administrative unit will serve for the completion of the term of service.~~

Effective Date: July 1, 1991

History: ~~—~~ Amended, 56 BRUN 36 (16 March 1991)  
Added, 42 BRUN 151 (10 November 1978)

1.3 The Officers. The Chair and Vice Chair shall be installed at the annual meeting in accordance with the processes set forth in the Standing Rules of the Board of Regents.

History: Added, 75 BRUN 131-132 (28 June 2019)

1.3.1 The Chair of the Board. Unless he or she resigns or is removed by a majority vote of the Board, the Chair shall hold office for one year or until a successor is selected and qualified. The Chair shall preside at all meetings of the Board at which he or she is present.

(a) The Chair's signature shall appear on diplomas and like documents issued by the authority of the Board. Unless it is otherwise ordered by the Board, or otherwise provided in these Bylaws, the Chair shall sign all contracts and other instruments requiring execution on the part of the Board and perform all other duties incident to such office. ~~The Chair, in consultation with the Board, shall appoint all Committees of the Board.~~

(b) ~~The Chair, in consultation with the Board, shall appoint all Committees and working groups of the Board.~~

History: Amended, 75 BRUN 131-132 (28 June 2019) Amended, 75 BRUN 71-72 (4 December 2018) Amended, 42 BRUN 151 (10 November 1978)

1.3.2 Vice Chair of the Board. The Board shall select one of its qualified members as its Vice Chair, whose time of selection and tenure of office shall coincide with that of the Chair. In case of the absence or incapacity of the Chair of the Board, the Vice Chair shall perform the duties of the Chair.

1.3.3 Presiding Officer Pro Tempore. In the case of the absence of both the Chair and Vice Chair at a meeting of the Board, a presiding officer pro tempore shall be selected by the Board.

1.3.4 Corporation Secretary. The Board, after consultation with the CEO/President, shall appoint a Corporation Secretary, and may also appoint an Assistant Corporation Secretary of the Board to act in event of the absence or disability of the Corporation Secretary, or to assist the Corporation Secretary as may be determined by the Board. The

Corporation Secretary, or, in the event of absence or disability, the Assistant Corporation Secretary, shall:

- (a) Attend all meetings and keep an accurate record of proceedings of the Board and make such record available for public inspection pursuant to the laws of the State of Nebraska;
- (b) Promptly prepare the minutes of every meeting of the Board and promptly distribute copies thereof as instructed by the Board;
- (c) Be responsible for keeping the Board, and such persons as the Board may order, supplied with copies of any changes or amendments adopted from time to time to its Bylaws and policies, and shall comply with the provisions of applicable law;
- (d) Be custodian of the records of the Board and all documentary files thereof. The Corporation Secretary shall be responsible for maintaining a current codification of policies and procedures of the Board, and shall also provide for preservation of the records of the Board in accordance with applicable law;
- (e) Be custodian of the corporate seal of the Board, and sign and attest documents in accordance with the provisions of these Bylaws and applicable laws of the State of Nebraska;
- (f) Certify as to the authority of all administrative or executive officers of the University of Nebraska when necessary;
- (g) Perform such other duties as the Board may direct; consistent with current Board of Regents Bylaws, Policy, Standing Rules and applicable laws of the State of Nebraska;
- (h) Be a staff officer of the CEO/President- and, preparing and distributing Board meeting agendas and supporting materials in cooperation with each of the designated Board committee liaisons and
- (i) Provide for maintaining the University Board of Regents archives.

History: Amended, 75 BRUN 131-132 (28 June 2019) Amended, 75 BRUN 72 (4 December 2018)

1.4 Meetings of the Board. All meetings of the Board shall be held in compliance with the provisions of applicable law. An annual meeting will be held during the first calendar quarter of the year. The Board shall establish the time and place for meetings during the balance of the calendar year at the annual meeting, and shall also establish the time and place of the next annual meeting. Additional meetings of the Board may be held upon the call of the Chair, or the call of two members thereof. Any changes to the time and/or place of the annual meeting subsequent to the dates selected at the respective annual meeting will require a majority vote of the board and no less than seven (7) days' notice.

History: Amended, 75 BRUN 131-132 (28 June 2019) Amended, 63 BRUN 134 (7 April 2001) Amended, 42 BRUN 49 (29 July 1978)

1.4.1 Place of Meetings. The annual meeting of the Board shall be held at one of the major administrative units of the University or at the Board's principal office. Other meetings of the Board shall be held within the State as directed in the call thereof. Upon written application to and approval by the Chairperson, individual Board members may attend by virtual electronic teleconference (VTC) using predetermined secured technology with no less than ten (10) days of prior notice. Virtual meetings of the Board and/or Committees of the board may be conducted with appropriate notice by VTC as coordinated by the Corporation Secretary, with no more than one-half of the meetings of the Board during any calendar year conducted in such manner outside of pursuant to an emergency declared by the Governor

1.4.2 Quorum. A majority of all members of the Board qualified to serve and vote at said time shall constitute a quorum of the Board to transact business.

History: Amended, 38 BRUN 35 (22 February 1975)

1.4.3 Voting. An affirmative vote of a majority of all members of the Board qualified to serve and vote at said time shall



be required for the adoption of any resolution relating to the selection of the officers of the Board, selection of the University system CEO/President, as well as the budget, revenue bonds, or creation/elimination of standing/working committees, or amendment of the Bylaws unless otherwise provided by law or herein by these Bylaws. ~~In all other matters a majority of those present at the meeting shall control action of the Board.~~

(a) In all other matters a majority of those qualified Board members present at the meeting shall control action of the Board.

(b) Voting by secret ballot, counted and reported by the Corporation Secretary, will be conducted for purposes of election of the Board officer(s) and other matters as decided by resolution and vote of the qualified members of the Board.

1.4.4 History: Amended, 38 BRUN 35 (22 February 1975)

Appearances before the Board. The Board shall consider all requests for personal appearances before it, and shall establish rules of procedure governing such appearances that take into consideration both the right of persons to appear before the Board and the time required to conduct the business of the University.

1.4.4 (Not Currently Used)

History: Amended, 74 BRUN 17 and 34-41 (1 June 2017) Amended, 62 BRUN 14 (28 February 1998)

1.4.5 Authority as Individual Regents. The authority of the Board is conferred upon the members as a Board ~~and the~~. The Regents can bind the Corporation and the University only by acting together as a Board, except as authority that may be granted to Committees of the Board as provided in Section 1.9 of these Bylaws.

History: Amended, 42 BRUN 151 (10 November 1978)

1.4.6 University Seal. The Board shall adopt a corporate seal, and such other seals or emblems as may be required for the University and its major administrative units.

1.5 Degrees and Diplomas. All degrees shall be conferred by the Board. Upon recommendation by appropriate faculties, diplomas from the individual major administrative units certifying the same shall be granted and issued by the Board. All diplomas shall be signed by affixing a certified facsimile signature of the CEO/President of the University, the Chair of the Board, the Corporation Secretary, and the CAO/Chancellor of the major administrative unit from which the student is graduated, and shall have the appropriate seal or replica thereof attached thereto.

1.5.1 Certificates. Certificates shall be granted and issued by the Board to students who have completed a course of study prescribed or approved by it for which no degree is conferred. Such certificates shall be called "certificates in course," and shall be distinguished from awards of merit, certificates of record, and all other types of certificates or certifications. All certificates in course shall be signed by a facsimile signature of the CEO/President, the CAO/Chancellor of the major administrative unit from which the certificate is issued, and such other University officials as the Board directs, and shall have attached thereto the appropriate seal or replica thereof.

1.5.2 Recommendations, Records, and Honorary Degrees. With the exception of honorary degrees, no degree, diploma, or certificate in course shall be conferred, granted, or approved by the Board unless the person receiving the same has been recommended by the faculty of the college in which he or she shall have pursued his or her studies; provided that no such degree, diploma or certificate in course shall be conferred, granted, or approved by the Board unless the candidate has paid all required fees and completed other required documents.

(a) Faculty recommendations of candidates for degrees and certificates in course shall be made in writing signed by the respective deans. Each administrative unit shall implement processes within its Office of the Registrar, or such similar office, to keep the official and accurate records of the names of all persons receiving degrees, diplomas, or certificates in course.

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(b) Each of the responsible faculty governing units, through such procedure as it may adopt, may recommend to the Board candidates for honorary degrees. An honorary degree shall not be granted to any person holding an appointment with the University- unless an exception is made by formal action of the Board.

History: Amended, 75 BRUN 72 (4 December 2018)

1.5.3 Awards. Degrees, diplomas, and certificates in course, which have been recommended by the several faculties and granted by the Board, shall be awarded at such times as the Board may direct.

1.5.4 Lost Diplomas. If a diploma, certificate, or document is lost, the Corporation Secretary is hereby authorized to issue a certificate or document indicating the date of issuance of the original, showing the date when the Board granted the degree or other honor and the name of the person receiving the same, and the duly appointed and acting officers are authorized to sign the certificate or document. The applicant for reissuance shall pay the cost of same.

1.6 Board Approval Required. Approval of the Board shall be required for:

(a) The submission of the annual request for operating funds and capital improvements to the Governor and/or the State Legislature;

(b) Appointments of administrative officers at the rank of dean or equivalent ranks and above as provided by Section 3.2 of these Bylaws; and

(c) The creation of any new administrative unit, academic unit, teaching department or school or division or any administrative/business unit of the University, or the consolidation or elimination of any ~~such~~ administrative unit; provided, however, that, academic unit, department or school or division or administrative/business unit upon recommendation of the CEO/President.

(d) The Board may delegate to the CEO/President and in consultation with the respective campus Chancellors/CAO/Chancellor(s) approval authority as it deems appropriate for the creation of any new academic unit, teaching department or school or division or center/institute or any administrative/business unit of the University, or the consolidation and/or elimination of any administrative unit, academic unit, department or school or division or center/institute or administrative/business unit.

History: Amended, 62 BRUN 14 (28 February 1998)

1.7 Rule-Making Authority of the Board. Subject to applicable law the Board shall have the authority to make such rules and regulations as it deems appropriate and necessary for the proper governance and administration of the University. Such rules, when adopted, shall constitute official policies of the Board. These rules and regulations shall include policy statements and delegation of authority to officers of the University for normal activity and emergency.

1.8 Expenses of Members of the Board. Members of the Board serve without compensation, but shall be allowed actual travel and other expenses in conjunction with official duties, and shall file such statements of expense monthly as provided by operating rules of the University.

1.9 Committees of the Board. The Board may establish, combine and/or eliminate standing and ad hoc Committees and may prescribe their duties, functions, and membership. Until approved by the Board, the action(s) taken by any Committee shall not be binding on the Board unless the Committee has been given specific power by the Board to bind it by such action.

History: Amended, 42 BRUN 151 (10 November 1978)

1.10 Code of Ethics. In carrying out its educational, research, extension, and public service missions, the University

relies on the ethical and responsible conduct of all employees and members of the Board of Regents. Even the appearance of unethical or irresponsible conduct can be damaging to the public's trust in the University.

(a) The members of the Board and all University employees are expected to conduct themselves fairly, honestly, in good faith, and in accordance with the highest ethical and professional standards and to comply with applicable laws, regulations, and contractual obligations, and University policies.

(b) All formal allegations of violation of ethical and responsible conduct by a Regent will be referred to the Audit and Compliance Committee of the Board for review with recusals/abstentions as appropriate.

(c) In the event it is deemed necessary by the Audit and Compliance Committee, the matter will be remanded to the full Board for further review and/or action regarding any such allegation as appropriate with recusals/abstentions as appropriate.

(d) As is outlined in Bylaw 1.4.5 herein, the Board shall have authority to bind the University only by acting together as a Board. When an individual Regent speaks or acts on matters outside of the confines of the Board meetings, that member shall make it clear that they are speaking on a personal basis and not as a Regent. In any such instance, no materials obtained in that individuals work as a Regent shall be used as a basis for, or in providing evidence of any statement or claim that Regent is making.

History: Amended, 76 BRUN 203 (7 April 2023)

1.11 Amendments to the Bylaws. All proposed amendments to these Bylaws shall be presented in writing at a meeting of the Board. Such amendments shall not be voted on until a subsequent meeting, with notice thereof given as may be required by law; and if there are no such applicable provisions, then by notice given by publication in at least one legal newspaper in Nebraska and not less than ten days in advance of the meeting. An affirmative vote of a majority of all members of the Board qualified to serve and vote at said time shall be required for the adoption of any amendment to the Bylaws.

History: Amended, 40 BRUN 2 (20 November 1976)

1.12 Reviser of Bylaws; Supplements and Reissues; Powers.

(a) The Corporation Secretary is hereby designated as the Reviser of these Bylaws and policies adopted by the Board of Regents. The Corporation Secretary shall, from time to time as he or she shall deem necessary, prepare reissues of and supplements to these Bylaws and policies adopted by the Board of Regents for publication and distribution. Publication and distribution shall be accomplished in such manner as the Corporation Secretary determines to be most appropriate. In preparing any such reissue or supplement for publication and distribution, the Corporation Secretary shall not alter the sense, meaning or effect of any act of the Board of Regents, but may:

- (1) renumber sections and parts of sections,
- (2) rearrange sections,
- (3) change reference numbers to agree with renumbered chapters, articles or sections,
- (4) substitute the proper section, article, or chapter numbers for the terms "the preceding section," "this article," "this chapter," and like terms,
- (5) strike out figures where they are merely a repetition of written words,
- (6) change capitalization for the purpose of uniformity, and
- (7) correct manifest clerical or typographical errors.

(b) In addition to the authority delegated in subsection (a) of this section, the Corporation Secretary, in preparing reissues of and supplements to these Bylaws and policies adopted by the Board of Regents for publication and distribution, may:

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- (1) remove obsolete matter within any section.
- (2) remove from within any section language that conflicts with any lawful and controlling statute or regulation of the State of Nebraska or of the United States, or that has been determined to be unlawful as a result of a controlling decision of a court of the State of Nebraska or of the United States, when the same can be accomplished without impairing the sense or legality of the remainder of the section,
- (3) omit any section or sections that conflict with any lawful and controlling statute or regulation of the State of Nebraska or of the United States, or that have been determined to be unlawful as a result of a controlling decision of a court of the state of Nebraska or of the United States,
- (4) correct faulty internal and/or external references, and
- (5) harmonize provisions with former acts of the Board of Regents in these Bylaws or former policies adopted by the Board.

Changes made under the authority of this subsection (b) shall be effective only upon publication by the Corporation Secretary, and any change made under the authority of subparagraphs (2) or (3) of this subsection (b) shall be reported to the Board. No change made under authority of this subsection (b) shall effect any change in the substantive meaning of any section of these Bylaws. If the Corporation Secretary is in doubt whether or not a specific change is authorized by this subsection (b), he or she shall not make the change, but shall propose the same as an agenda item for consideration by the Board of Regents as required by Section 1.11 of these Bylaws.

~~1.11 of these Bylaws.~~

History: Added, 62 BRUN 14 (28 February 1998)

## Chapter II. Structure of the University

2.0 Interrelationships of the Board, the Administration, the Faculty, and the Student Body. The Board, the Administration, the Faculty, and the Student Body carry out their respective responsibilities not as isolated entities, but as major and primary constituents of a total University organization and structure that remain mutually interdependent, and which must be supportive of the purposes, functions, and obligations of the University.

2.1 Procedures for Selection of Senior Administrative Officers. Appointment of the CEO/President shall be made by the Board. The authority to make all other senior administrative appointments, ~~i.e., including the~~ Vice Presidents, CAOs/Chancellors, Vice Chancellors, etc., Administrative Unit Officers (aka Chief Business Officer, Chief Research Officer, etc.), Deans, and equivalent ranks, resides with the CEO/President or administrative officers designated by the CEO/President, subject to approval by the Board, as provided in this section and Section 3.2 of the Bylaws.

(a) Whenever a vacancy occurs in the position of CEO/President or is imminent, the Board shall be the appointing authority and shall promptly appoint one or more ~~presidential~~CEO/Presidential search advisory committee(s) to assist the Board in the search for suitable candidates to fill the position and designating one of the members of the ~~presidential~~CEO/Presidential search committee(s) to serve as its chair. The ~~presidential~~CEO/Presidential search committee(s) will consult broadly with the principal constituencies with which the CEO/President interacts and shall define the responsibilities of and prepare the qualifications and profile of the next CEO/President in a manner consistent with the Bylaws. The size, responsibilities, composition of, and representation on the search committee shall be determined by the Board.

(b) Whenever a vacancy occurs in a senior administrative position at the level of CAO/Chancellor or Vice President, and assuming the position is to be refilled, the CEO/President, shall be the appointing officer and shall promptly appoint an advisory committee to assist in the search for suitable candidates to fill the position. The size, composition of, and representation on each advisory committee shall be determined by the CEO/President, provided that each advisory committee shall include representatives of the principal constituencies with which the position in question interacts.

(c) Whenever a vacancy occurs in a senior administrative position at the level of ~~Vice Chancellor~~Administrative Unit Officer or Dean, and assuming the position is to be refilled, the CEO/President, or an administrative officer designated by the CEO/President to make the appointment, shall be the appointing officer and shall promptly appoint an advisory committee to assist the appointing officer in the search for suitable candidates to fill the position. The size, composition of, and representation on each advisory committee shall be determined by the appointing officer in consultation with the elected heads of faculty and student governments, provided that each advisory committee shall include representatives of the principal constituencies with which the position in question interacts.

(d) In those cases, in which the search is for an officer other than the CEO/President, the appointing officer may serve as a nonvoting member of the advisory committee. The appointing officer shall:

- (1) designate one of the members of the advisory committee to serve as its chair;
- (2) define, in a manner consistent with these Bylaws, the responsibilities of the senior administrative position for which the search is being conducted; and ~~(3) define the qualifications being sought in candidates for the position.~~
- (3) define the qualifications being sought in candidates for the position.

(e) Except for application materials of finalists as determined in the search process, the work and records of each search advisory committee(s), including all candidate files, shall be considered confidential and shall be treated accordingly.

History: Amended, 72 BRUN 28-30 (30 May 2014) Amended, 59 BRUN 210-211, 221 (10 December 1994) Amended,

56 BRUN 174 (18 October 1991) Amended, 55 BRUN 187 (7 September 1990) Added, 46 BRUN 253-254 (16 January 1982). With the addition of Sec. 2.1 all subsequent sections were sequentially renumbered. Several sections were consolidated and renumbered in the 1984 revised edition. 49 BRUN 300 (16 June 1984)

2.2 The CEO/President of the University. The CEO/President shall be the chief executive officer of the University as defined in section 1.2 and shall exercise such executive powers as are necessary for the proper government of the University and for the protection and advancement of its interests in their entirety.

- (a) The CEO/President shall enforce the regulations and orders of the Board and may issue directives and executive orders not in contravention of existing policies of the Board.
- (b) The CEO/President shall be responsible for all personnel appointments subject to confirmation of the Board, as required, and shall make interim appointments to those positions normally requiring approval of the Board during the recesses of the Board, subject in each case to the approval of the Board at its next meeting.
- (c) The CEO/President shall be an ex officio member of all faculties of the University. In the instance that an incoming CEO/President has prior to selection been a faculty member of the University of Nebraska, the faculty member status will be retained.
- (d) The CEO/President shall direct the planning, development, and appraisal of all activities of the University, and be responsible for their coordination and implementation, but may delegate authority in these areas to other officers who may be appointed by the Board upon his or her recommendation.
- (e) The CEO/President shall be responsible for the preparation of the Annual Report of the Board and submission of the total University budget to the Board for its review and approval.
- (f) The CEO/President shall provide for regular periodic evaluations of all administrative officers at the system-wide level. All matters from any major administrative unit shall be forwarded to the Board through the Office of the CEO/President or the CEO/President's designated representatives.
- (g) The CEO/President also shall be responsible for providing policy direction and oversight to the University's Department of Intercollegiate Athletics at the University of Nebraska-Lincoln.

2.2.1 Acting or Interim CEO/President. In the event that the University CEO/President shall resign, be incapacitated, be on an extended leave of absence or otherwise be unable to perform his or her duties, an Acting or an Interim CEO/President of the University shall be designated by the Board. The Acting or Interim CEO/President shall have all powers, duties, and responsibilities normally devolving upon the Office of the CEO/President of the University.

2.3 The Executive Vice President and Provost. The Executive Vice President and Provost shall be appointed by the CEO/President as provided in Sections 2.1 and of these Bylaws. After the CEO/President, he or she shall be the University's ranking academic and administrative officer. The Executive Vice President and Provost shall perform such duties as may be required by the CEO/President and the Board and shall have the following specific responsibilities:

- (a) Serve as Dean of the University-wide Graduate College and as the presiding officer of the graduate faculty and the Executive Graduate Council. In this capacity he or she shall:
  - (1) recommend appointment to or removal from the graduate faculty,
  - (2) be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board and the graduate faculty concerning graduate studies and research, and
  - (3) act as an advisor to the CEO/President and, as appropriate, the CAO/Chancellors in matters pertaining to planning, development, coordination, and administration of graduate studies and research on the several campuses of the University; and
  - (4) convene and coordinate activities of the Graduate Deans of the administrative units of the university.

(b) Serve as Acting CEO/President in the temporary absence of the CEO/President, unless otherwise designated by the Board.

(c) Serve as liaison to the Committees of the Board for all academic matters.

(d) Convene and coordinate activities of the Chief Academic Officer and Senior Research Officers of the administrative units of the university.

History: Amended, 59 BRUN 212,221 (10 December 1994) Amended, 49 BRUN 300 (16 June 1984) Amended, 46 BRUN 335-336 (27 March 1982)

2.4 The Senior Vice President for Business and Finance. The Senior Vice President for Business and Finance shall be appointed by the CEO/President as provided in Sections 2.1 and 3.2 of these Bylaws. The Senior Vice President and Chief Financial Officer shall, except as otherwise specifically provided, have general supervision of and responsibility for the property, investments, and operations of the University. The Senior Vice President and Chief Financial Officer shall advise the president on the business and financial activities of the University.

(a) He or she shall serve as an executive officer of the CEO/President in all matters of business, finance, and general administration.

(b) He or she will convene and coordinate activities of the Chief Business and Finance Officers of the administrative units of the university

History: Amended, 59 BRUN 213, 221 (10 December 1994) Amended, 57 BRUN 119 (13 June 1992) Amended, 49 BRUN 300 (16 June 1984) Amended, 46 BRUN 336-337 (27 March 1982) Amended, 46 BRUN 52 (25 July 1981)

2.5 Other University-wide Officers. The CEO/President may appoint such personnel as are required for the effective operation of the University. The titles and duties of such personnel shall be defined by the CEO/President.

2.6 Vice President and General Counsel. The Vice President and General Counsel for the University shall be appointed by the CEO/President as provided in Sections 2.1 and 3.2 of these Bylaws.

History: Amended, 59 BRUN 213, 221 (10 December 1994) Amended, 47 BRUN 146 (24 July 1982)

2.7 Advisory Groups. The CEO/President shall establish faculty, student, administrative, and citizen advisory councils as a continuing method of communication between the CEO/President, the Board, and major segments of the University community.

~~2.0 — 2.8~~ The CAO/Chancellors-Vice Presidents. Each major administrative unit shall have a CAO/Chancellor-as its chief administrative officer CAO, who shall also be a Vice President of the University, and who shall report to the CEO/President of the University and through the CEO/President to the Board.

2.8.1 Powers and Duties of the CAO/Chancellors. Subject to the guidelines and policies of the Board and the CEO/President, the CAO/Chancellors shall do all things necessary for the development of the major administrative unit for which they are responsible, and shall be members of the ~~Chief Executive Officer~~ CEO/President's staff for purposes of inter-unit cooperation and planning. The CAO/Chancellor's title may include CAO/Chancellor, or other Board approved title. In addition, the CAO/Chancellors shall have the following specific responsibilities:

(a) Provide leadership in developing the total program under their jurisdiction;

(b) Establish offices of ~~Vice Chancellors~~ Administrative Unit Officers, Deans, ~~directors~~ Directors, and other administrative offices as are required for the effective exercise of their responsibilities, subject to the approval of the CEO/President and the Board. The organization of each major unit with the duties and responsibilities of the administrative officers, when approved by the Board, shall be appended to these Bylaws;

(c) Recommend all personnel appointments requiring approval by the CEO/President and the Board;

(d) Provide for regular periodic evaluations of each administrative officer in their units, which may include consultation with faculty and students;

(e) Concern themselves with the planning and development of all activities of their units and be responsible for their coordination; employing a centralized strategic planning process and providing academic and business-related updates to the CEO/President at predetermined intervals no less frequently than annually.

(f) Submit annual budgets for operations and construction to the CEO/President covering all activities assigned to their units; and

(g) Determine, under the guidelines of Sections 2.8 through 2.15, the basic organization of the educational and administrative structure of the administrative unit/campus, subject to applicable law and approval by the CEO/President and the Board. Such administrative and educational organization may include departments, schools, institutes, centers, divisions, and all similar designations.

2.8.2 Administrative Functions. Each CAO/Chancellor shall provide for the following administrative functions within the structure of the major administrative unit:

(a) General supervision of the faculties through the system of colleges and schools;

(b) General supervision of all relationships between students and the major administrative unit. Such supervision includes, but is not limited to: admissions; registration and records; academic advising; counseling; housing; scholarships and financial aids; student activities and services; placement; foreign students; and the evaluation and certification of academic credit from other institutions;

(c) The business and financial management of the major administrative unit and its component parts in conformity with University-wide management policies, practices, and controls established by the Office of the CEO/President and the Board. The management function should include, but is not limited to: budget preparation and implementation; keeping financial accounts for activities of the unit; auditing all expenditures and bills presented for payment; and such financial reports as may be required; Personnel administration, including employment, termination, wage determinations, and conditions of employment for other than academic-administrative employees of the major administrative unit, in conformity with University-wide policies, practices, and procedures as may be required by the Board; and Operation and maintenance of the physical plant in coordination with the Senior Vice President and Chief Financial Officer, purchase of supplies and equipment, and maintenance of appropriate inventories and records of real and personal properties under the jurisdiction of the major administrative unit.

2.9 The Colleges. Subject to the powers vested in the Board, and subject to the provisions of 85-108 and 85-112 Revised Statutes of Nebraska, and other applicable law, the immediate government of each college shall be by its own faculty. Without limiting the generality of the foregoing statement, such power shall include adoption of attendance rules, determination of requirements for graduation, recommendations of candidates therefore, developing research and extension programs, discipline of students for conduct solely affecting the college, and providing to the Board recommended admission requirements, courses of study and other relevant material for meeting statutory requirements. Those persons with rank of assistant professor and above, or equivalent ranks, shall constitute the voting members of a college faculty, unless other persons are specifically included in a particular college by action of these voting members.



Any system of college government shall provide for consultation with students. No curriculum leading to a degree or certificate shall be adopted, combined, renamed, or discontinued without the approval of the Board or their designee. The faculty for each college shall adopt rules and regulations relating to its government in accordance with Section 1.2 of these Bylaws.

History: Amended by the Corporation Secretary pursuant to the authority of Sec.

History: Amended by the Corporation Secretary pursuant to the authority of Sec. 1.12 (b) of these Bylaws (27 April 2012) Amended, 47 BRUN 146 (24 July 1982)

2.9.1 Deans of Colleges. The Dean of a college shall be the officer primarily charged with the administration of the college. The Dean shall be the presiding officer of its faculty and the chief advisor of the CAO/Chancellor in regard to the college's welfare, and shall be in general charge, under the CAO/Chancellor, of the administrative work of the college.

(a) The Dean shall submit recommendations to the Office of the ~~Chancellor~~CAO/Chancellors concerning the appointment, reappointment, non-reappointment, promotion, granting of continuous appointment, demotion, transfer, dismissal, or removal of members of the college staff. All requisitions chargeable to funds apportioned to the college are subject to approval by the dean or his or her designee.

(b) The Dean will concern themselves with the planning and development of all activities of their units and be responsible for their coordination, employing a centralized strategic planning process and providing academic and business-related updates to the CAO/Chancellors and CEO/President at predetermined intervals but no less than annually.

2.9.2 College Staff. In preparing budgetary or apportionment recommendations, or in recommending the appointment, reappointment, non-reappointment, promotion, granting of continuous appointment, demotion, transfer, dismissal, or removal of members of the college staff, the Dean of the college shall consult the department chairs affected and any special college committee that may be established to advise in these matters. If the recommendation of a chair, of a director, or an advisory committee differs from the Dean's recommendation, the Dean shall so inform the CAO/Chancellor, or, in the case of the Graduate College, the executive officer for Graduate Studies ~~and Research~~ shall inform the cognizant CAO/Chancellor and the Executive Vice President and Provost.

History: Amended, 41 BRUN 86 (10 December 1977)

2.9.3 The Schools. Collegiate and independent schools may be established by the Board upon recommendation of the CAO/Chancellor and the CEO/President. Subject to the powers vested in the Board or delegated to administrative officers, the immediate government of such schools shall be in their respective faculties. Schools shall be subject to the general supervision and control of the Dean and faculty of the college within which they exist. Executive heads of such schools shall have powers and responsibilities assigned to their positions by the Board.

(a) Interdisciplinary breadth encompassing commitment of funding and faculty time from more than one department.

(b) An identifiable and sustainable budget.

(c) Use of a centralized outcome metric driven strategic planning process.

(d) provide academic and business-related strategic updates to the CAO/Chancellor and Dean(s) at predetermined intervals no less than annually.

2.10 The Departments. The Board may create, merge or eliminate departments of a college or a school when size or educational efficiency demands it. The department chair shall be the officer primarily charged with the administration of

the department. The department chair shall be the presiding officer of its faculty and the chief advisor to the Dean or director of the administrative unit to which the department is assigned. Department chairs shall be appointed upon recommendation of the Dean in the manner provided by Section 3.2 of these Bylaws, after appropriate consultation with the department faculty, and with concurrence by the CAO/Chancellor and the CEO/President. The department chair shall not have tenure in that office, but tenure as a faculty member is a matter of separate right. The department chair may make recommendations to the Dean and the faculty of the college concerning the welfare of the department or its relations to other departments. Before making such recommendations, the department chair shall consult with the appropriate department faculty. Where the recommendation of the chair differs from the advice given by the appropriate department faculty, the chair shall so inform the Dean. The department staff shall consist of persons of the rank of assistant instructor or above or equivalent ranks in the department. Meetings of the department staff may be called by the CAO/Chancellor, the Dean, the chair, or by a majority of the staff. The department staff may make recommendations upon any matter affecting the welfare of the department or its members to the chair, to the Dean of the college, or to the faculty of the college. In the event that a departmental recommendation or the recommendation of the department chair does not receive higher administrative approval, the reasons for the action shall be communicated to the department.

History: Amended, 62 BRUN 14 (28 February 1998)

2.11 Multi-Departmental Academic Centers for Research, Teaching, and/or **Service**. Multi-disciplinary and intercampus organizational entities have become increasingly important for the pursuit of the University's mission. Such multi-departmental organizational entities may organize faculty and programs for numerous purposes such as creation of partnerships with external organizations, enhanced university research and outreach programs, development of new funding patterns, addressing emerging ~~multi-disciplinary~~multidisciplinary educational needs, and other emerging problems and issues. Organizational entities of this type are encouraged in order to serve important University goals. Such entities are considered "~~Multi-Departmental~~Multidepartment Academic Centers for Research, Teaching, and/or Service," a generic designation which applies not only to "centers" but also to all such entities such as those characterized as "bureaus," "institutes," or designations other than colleges or schools. "Multi-Departmental Academic Centers for Research, Teaching, and/or Service" require approval by the Board of Regents as stated in section 2.11 of the Bylaws of the Board of Regents if they meet all of the following criteria:

- (a) Interdisciplinary breadth encompassing commitment of funding and faculty time from more than one department.
- (b) An identifiable and sustainable budget.
- (c) Use of a centralized and entity specific outcome metrics driven strategic planning process
- (d) provide academic and business-related strategic updates to the applicable administrative unit's CAO/Chancellor and Dean(s) or Vice Chancellor(s) at predetermined intervals no less than annually. If the unit is a system wide entity, the director will provide academic and business-related strategic updates to the Executive Vice President and Provost.

A proposal for approval should include a detailed description of the multi-departmental center function, justification, relevance to the University's strategic plans, participating departments and faculty, administration, funding, formal name, and evidence that the multi-departmental center will more effectively achieve stated academic objectives than traditional departmental, school, or college structures.

The CEO/President will 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~~five years, ~~and after a preliminary progress report is submitted after the initial three years. The report of~~ the results of periodic reviews will be provided to the Board of Regents.

History: Amended, 74 BRUN 18 (25 May 2016) Amended, 66 BRUN 2 (20 January 2006)

2.12 Provision for Faculty Government. The faculties of each major administrative unit shall establish a governing agency for dealing with matters of interest to more than one college. Such agencies shall be democratic in structure and operation and shall determine rules concerning membership. They shall conduct business in open session, and minutes of meetings shall be public information. By no less than a majority vote of those present, an executive session may be authorized. An agency may include student participation under conditions and circumstances approved by the agency. All rules and regulations of such agency shall be adopted in accordance with Section 1.2 of these Bylaws.

~~History: Amended by the Corporation Secretary pursuant to the authority of Sec.~~

~~History: Amended by the Corporation Secretary pursuant to the authority of Sec.~~ 1.12 (b) of these Bylaws (27 April 2012)

2.12.1 Responsibilities of Faculty Governing Agencies. Each agency shall have the following general responsibilities:

- (a) Adopt its rules of procedure, in accordance with Section 1.2 of these Bylaws;
- (b) Act as the official voice of the faculty of which it is composed;
- (c) Act on academic matters that affect more than one college;
- (d) Advise and consult with student, staff, and administrative groups on matters of general concern, which include, but are not necessarily limited to, the budget, institutional planning, library and computer operation, student academic conduct in the classroom, and the selection of academic administrative personnel;
- (e) Consider business specifically delegated to it by the cognizant CAO/Chancellor;
- (f) Recommend candidates for honorary degrees; and
- (g) Provide for the protection of academic freedom by adopting rules and regulations for consideration by the Board as provided in Paragraph 1.2 of these Bylaws:
  - (1) Establish a code of academic rights and responsibilities, provided that such code shall not conflict with Chapter IV of these Bylaws;
  - (2) Establish suggested penalties and sanctions for failure to adhere to the standards contained in such code; and
  - (3) Establish a governmental structure and a system of procedure for handling alleged failure to adhere to the standards contained in such code, provided that nothing shall conflict with anything contained in these Bylaws.

History: Amended by the Corporation Secretary pursuant to the authority of Sec. 1.12 (b) of these Bylaws (10 June 2013)

2.12.2 Appeal to the Board. In matters of policy regarding academic freedom and faculty status, after exhausting normal administrative channels, the faculty governing agency of each major administrative unit by majority vote of the members of that faculty governing agency may appeal directly to the Board.

2.13 Provision for Student Government. The students of each major administrative unit may create democratic student governing agencies at the campus, college, school, department, or living unit level. One of said agencies of each major administrative unit shall be designated by a majority vote of the students voting as the official representative of the student body. Each administrative unit will develop its own criteria for student representation. The Constitution and Bylaws of all student governing agencies at the campus level shall be subject to approval by the cognizant CAO/Chancellor in compliance with § 1.2 of these Bylaws and shall become a part of the Rules of the Board. Following approval by the cognizant CAO/Chancellor, a report of any amendments to the student governing agency's Constitution and Bylaws shall be made to the Board at the next meeting of the Board. The representative student agencies shall have

the opportunity to exercise the following privileges, if they so desire:

- (a) Select student representatives at their particular level of governance;
- (b) Make recommendations to the Board concerning the budgeting of all funds collected through fees designated for the use of student organizations;
- (c) Serve on those committees that directly affect the nonacademic aspects of student life; and
- (d) Participate in other appropriate committees.

2.14 Student and Faculty Government. Subject to approval of the Board, a major administrative unit may combine the student and faculty government into a single agency.

2.15 Ombudsperson. The cognizant CAO/Chancellor of each major administrative unit is authorized to appoint an Ombudsperson. Each CAO/Chancellor shall adopt procedures governing the selection of the Ombudsperson, which shall include formal consultation with representatives of those segments of the University served by the Ombudsperson. The Office of the Ombudsperson will seek to improve academic and administrative processes within the University by discovering problems and suggesting reforms. The Office may assist any member of the University community in the resolution of academic, administrative, or personal problems that cannot otherwise be resolved equitably within existing mechanisms. The Ombudsperson may listen to, investigate, and seek to mediate and resolve complaints and grievances made to him or her concerning academic or administrative policies, procedures, practices, or decisions. The Ombudsperson may recommend appropriate changes or solutions to the CAO/Chancellor. However, the Ombudsperson shall have no authority to overturn, reverse, or modify such policies, procedures, practices, or decisions. No person shall suffer any penalty or disability because of seeking assistance from the Ombudsperson. All information presented to that office by persons seeking assistance shall be considered confidential unless a complainant shall authorize release of such information. All information received by the Ombudsperson shall be considered privileged where otherwise provided by law.

History: Amended, 71, BRUN 11 (02 March 2012) Amended, 42 BRUN 151 (10 November 1978) Amended, 40 BRUN 2 (20 November 1976)

### Chapter III. Terms and Conditions of Employment

**3.0** Equal Opportunity. Recruitment, selection, employment, transfer, promotion, demotion, training, and pay of all employees of the University shall be without regard to race, color, sex, religion, national origin, or political affiliation. The University will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to these factors. Merit will be the criterion by which qualifications for appointment, retention, or promotion are judged. ~~The University will strive to achieve realistic affirmative action employment goals.~~

Commented [KH2]: Bylaw 3.0 will be voted on for approval by the Board at the April 11, 2025 Board meeting

#### 3.1 Categories of University Personnel.

**3.1.1** Professional Staff. This category includes all personnel having a general scope of duties and responsibilities requiring educational qualifications and professional training that exempts their positions from the Federal Fair Labor Standards Act and the State Personnel System. This category consists of the following subcategories:

**3.1.1.1** Academic-Administrative Staff. This subcategory includes all faculty and such administrative officers as the Board may designate. The faculty of the University of Nebraska includes all persons holding the academic rank of assistant instructor and above, or formally approved equivalent ranks.

History: Amended, 53 BRUN 26 (12 September 1987) Amended, 42 BRUN 49-50 (29 July 1978)

**3.1.1.2** Other Academic Staff. This subcategory includes all persons with the rank of research associate, research assistant, graduate assistant, teaching assistant, teaching fellow, and house officer.

History: Amended, 53 BRUN 26 (12 September 1987) Amended, 42 BRUN 50 (29 July 1978)

**3.1.1.3** Managerial-Professional Staff. This subcategory includes persons serving in nonacademic professional positions including nurses, technical specialists, directors not included in the academic-administrative staff, and all departmental managers. Part-time employees in this subcategory may be subject to the provisions of the Federal Fair Labor Standards Act.

**3.1.2** Office and Service Staff. This category includes all persons who perform work that by custom in business, industry, and other institutions of higher education is managed on an hourly basis with such work compensated according to hours worked or earned, including clerical and office employees, foremen, general service workers, and other personnel paid on an hourly basis.

History: Amended, 42 BRUN 287 (24 March 1979)

**3.1.3.** Student Employees. This category includes all employees whose primary occupation is that of student, except those qualifying under 3.1.1.2.

History: Amended, 42 BRUN 287 (24 March 1979)

**3.2** Authority to Create Salary Obligations. The Board shall appoint the CEO/President and approve any contract for the services of the CEO/President. Appointments to the positions of Provost, ~~Chief Administrative Officer~~ CAO/Chancellor and Vice President shall be made by the CEO/President, subject to approval by the Board. Appointments to the positions of Vice Chancellor, Dean, and equivalent ranks, shall be made by the CEO/President, or by an administrative officer designated in writing by the CEO/President, subject to approval by the Board. The CEO/President, administrative officers designated in writing by the CEO/President, shall make all other appointments to and approve all other contracts for services of the academic-administrative staff. Quarterly reports of all appointments of administrative officers to the academic-administrative staff and faculty appointments at the rank of assistant professor or above, including type and length of appointments and salary obligations approved, shall be made to the Board and maintained on a file as a public record in the Office of the Corporation Secretary. The Board delegates authority for appointment of other professional

staff and the office and service staff to the CEO/President or the ~~Chancellors~~CAO/Chancellor(s) or their authorized representatives, as appropriate.

History: Amended, 59 BRUN 220-221 (10 December 1994) Amended, 49 BRUN 300 (16 June 1984) Amended, 42 BRUN 152 (10 November 1978)

3.2.1 Evaluation of Senior Administrative Officers; Removal from Office. The professional performance of each administrative officer at the rank of Dean or equivalent rank, ~~Vice Chancellor~~Administrative Unit Officers, Vice President, CAO/Chancellor and Provost shall be evaluated at least annually by their supervising administrative officer as determined by the CEO/President. The CEO/President, or the supervising administrative officer designated by the CEO/President, shall have authority to remove from office an administrative officer of the rank of Dean or equivalent rank, ~~Vice Chancellor~~Administrative Unit Officers, Vice President, ~~Chancellor or Vice~~ Provost, Provost, and CAO/Chancellor in accordance with the procedures required by Section 4.4.1 of these Bylaws.

History: Added, 59 BRUN 214, 221 (10 December 1994)

3.2.2 Nepotism. Subject to the powers vested in the Board, and consistent with the provisions of Neb. Rev. Stat. 49-14, 1401, the following shall constitute the Policy of the University prohibiting nepotism.

3.2.2.1 Except as authorized in section 3.2.2.4 of these By-Laws, an official or employee in the University shall not engage in nepotism.

3.2.2.2 For purposes of section 3.2.2 of these By-Laws:

- (a) Family member means an individual who is the spouse, child, parent, brother, sister, grandchild, or grandparent, by blood, marriage, or adoption, of a University official or employee;
- (b) Nepotism means the act of hiring, promoting, or advancing a family member in the University or recommending the hiring, promotion, or advancement of a family member in the University, including initial appointment and transfer to other positions in the University; and
- (c) Supervisor means an individual having authority, in the interest of the University, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline employees, responsibility to direct them or to adjust their grievances, or effectively to recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment.

3.2.2.3 In addition to the other penalties provided by law, any University employee violating the provisions above may be subject to disciplinary action.

3.2.2.4

- ~~3.0.1.1~~ (a) The CEO/President or the cognizant CAO/Chancellor may, upon a written showing of good cause, grant an exception to section 3.2.2.1 of these By-Laws. The written showing of good

cause shall be filed with the appropriate University records officer and shall be considered a public record.

(b) An official or employee who becomes a supervisor to his or her family member other than by means of nepotism shall notify the CEO/President or cognizant CAO/Chancellor within seven days of becoming aware of such situation and may continue to act as a supervisor until the CEO/President or cognizant CAO/Chancellor remedies the situation. The CEO/President or cognizant CAO/Chancellor shall act as soon as practicable.practical.

3.2.2.5 The CEO/President and CAO/Chancellors may develop and implement internal policies and directives prohibiting nepotism and the supervision of a family member.

History: Added, 69 BRUN 15-16 (5 March 2010).

### 3.3 Compensation for Services Rendered.

3.3.1 Professional Staff. The compensation to be paid any member of the professional staff whose appointment is subject to approval by the Board shall be determined and entered on the records of the Board when the appointment or contract for services is made. Any subsequent change in compensation shall likewise be recorded, provided that if such change is shown on the annual detailed budget as adopted by the Board, this shall constitute a sufficient record. Compensation for other professional staff shall be recorded on the personnel recommendation form at the time of appointment and subsequent changes recorded in the detailed annual budget of the University. Appointments to the professional staff shall be classified as:

(a) All-year. Unless otherwise provided at the time of appointment, the salary shall begin July 1 and end on June 30 following, and salary payments shall be made monthly.

(b) Academic year. All members of the professional staff with responsibilities for instruction shall be members of the academic-year class unless otherwise provided at the time of their appointment. Salary payments to such staff members who render full service for an academic year shall be made in 12 equal monthly payments. The salary year for such persons shall usually begin September 1 and end August 31 following. Full compensation for services of the academic-year group shall not be paid until such services are fully performed, including the filing of complete reports of the standing of students under the staff member's charge during such term or session. Unless otherwise provided by the Board, such staff members shall be available for assignment to duties one week before the first day of classes in the fall term through Commencement Day following the last term of the academic year, or nine months, whichever is the longer period. This period shall constitute the definition of the academic year. Members of the academic-year class serving during the summer sessions, other than those paid by the hour, shall be appointed and paid compensation as the Board may direct. The detailed summer sessions budget approved by the Board shall constitute a sufficient record of appointment to the summer sessions for permanent members of the academic-year staff. This service is distinct from service during the academic year. Staff members appointed for only the regular academic year may receive extra compensation for summer service; but staff members appointed on the all-year or 12-month basis shall not receive extra compensation for services in the summer sessions. Full compensation for summer services shall not be paid until such services have been fully performed, including the filing of complete reports of the standing of students under the instructor's charge during such term or session.

(c) Monthly Class. Members of the professional staff employed for periods of less than the standard academic year or on a part-time basis are normally paid on a monthly basis unless otherwise provided by individual contract or agreement at the time of appointment.

History: Amended, 62 BRUN 14 (28 February 1998)

3.3.2 Office and Service Staff. Compensation to be paid a member of the office and service staff shall be determined by the CEO/President or the cognizant CAO/Chancellors, as appropriate, or their designated representatives, within the institutional policies established by the Office of the CEO/President and approved by the Board. Salaries and wages are

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paid on a biweekly basis.

History: Amended, 49 BRUN 300 (16 June 1984) Amended, 42 BRUN 287 (24 March 1979)

3.3.3 Student Employees. Within institutional policies established by the Office of the CEO/President and approved by the Board, compensation for student employees shall be determined by the cognizant CAO/Chancellor or his or her designee and shall be paid biweekly.

3.3.4 Method of Payment. Salaries and wages shall be paid in State warrants. No compensation can be paid in advance of services performed. The Office of the CEO/President shall properly voucher and certify according to law all salary and wage claims, and shall present them to proper officials for issuance of warrants thereon, and deliver warrants received in pursuance thereof to the proper parties.

3.4 Conditions of Employment for the Professional Staff.

3.4.1 Salary Termination.

(a) For members of the professional staff on all-year or on monthly appointments, the proration shall be based upon the fractional part of the month represented by the calendar days preceding the date of termination, plus any unused vacation time earned during the appointment year. For members of the professional staff on academic year appointments, compensation is divided equally between terms of the academic year. Pro rata compensation shall be based upon the fractional part of the term represented by the calendar days between the date service began and the date of termination, inclusive.

(b) Upon Death. The salary of full-time academic-administrative staff member shall terminate at the end of the month in which death occurs, provided, however, that this provision in no way abrogates the right to receive salary earned but not yet paid because of the method of prorating academic-year salaries over a 12-month period.

3.4.2 Vacations. Members of the managerial-professional staff designated in accordance with policy adopted by the Board, and all full-time members of the all-year academic-administrative staff shall earn and receive sixteen (16) hours of vacation per month, provided that, once an employee has accumulated two hundred eighty (280) hours of unused vacation, he or she shall not earn or receive additional vacation until his or her accumulated and unused vacation is less than two hundred eighty (280) hours. For members of the academic-year staff, vacations are fixed by the University calendar for the academic year, normally the period between the end of the first academic term and the first working day following the New Year's holiday (as defined by the CEO/President), and the period of the Fall and Spring Recesses. Other members of the managerial-professional staff and other academic staff on all-year appointments shall earn and receive eight (8) hours of vacation per month during each of the first two years of employment, twelve (12) hours of vacation per month during the third through the fifth year of employment and sixteen (16) hours of vacation per month during each year thereafter, provided that, once an employee has accumulated two hundred eighty (280) hours of unused vacation, he or she shall not earn or receive additional vacation until his or her accumulated and unused vacation is less than two hundred eighty (280) hours. In addition, all members of the professional staff are entitled to all legal and University holidays each year or their equivalent. Except as to vacation fixed by the calendar for the academic year, employees shall be encouraged to take vacation each year during times that do not interfere with the conduct of University business.

History: Amended, 66 BRUN 81 (9 March 2007) Amended, 43 BRUN 42 (18 May 1979) Amended, 49 BRUN 300 (16 June 1984)

3.4.3 Leaves of Absence.

3.4.3.1 Academic Leaves of Absence. The CEO/President may approve leaves of absence not to exceed one year to members of the permanent professional staff holding fulltime appointments, or part-time appointments of at least one-half full-time equivalent (.5 FTE), with or without stipends, as follows:

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(a) To carry out a specific program of teaching, research, or other creative work when the described project seems significant and the qualifications of the applicant adequate to its attainment.

(b) To acquire, through study, observations, interviews, travel, and cultural interchanges within the United States and abroad, new concepts, data, and procedures when, in the opinion of the appropriate committees and officers of the administration, such leaves will result in the improvement of the quality of instruction and research and contribute towards the enhancement of the scholarly prestige of the University.

(c) To render services sponsored or approved by the University or otherwise recognized as significant, such as assisting in the establishment or operation of new teaching extension, or research programs in the United States and abroad.

Such leaves may be extended for one additional year with approval of the CEO/President. No leaves of absence with pay will be approved by the CEO/President except in cases where it is demonstrated to the satisfaction of the CEO/President that the best interests of the University will be substantially and directly promoted by granting such leave of absence with pay, and that the recipient of the leave of absence with pay has agreed to resume his or her duties at the University of Nebraska upon termination of the leave and continue such duties for a period of at least one academic year and, if he or she fails to do so in strict accordance with his or her agreement, agrees to reimburse the University for all pay received during the leave of absence. All granting of leaves of absence shall be contingent on satisfactory replacement or other arrangements having been made to the end that instruction and research in the department involved will not be disrupted.

History: Amended, 48 BRUN 5 (15 January 1983) Amended 66 BRUN 37 (15 June 2006)

3.4.3.2 Stipends for Leaves of Absence. Stipends for academic leaves of absence shall be subject to the following conditions:

(a) No limitation is placed on total stipend in cases where leave is granted without University financial support.

(b) Staff members granted leave with University pay are permitted to accept grants to augment their income for the purpose of covering necessary travel expenses and increased cost-of-living while working outside the immediate University area.

(c) Leaves with pay ordinarily will not be granted for the purpose of carrying out work leading to higher degrees.

(d) The Board may provide for a regular system of sabbatical leaves for fulltime faculty members and administrators.

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 CAO/Chancellor and the CEO/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;

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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)

~~3.0.1.2 **Medical Maternity Leave.** Whenever any female member of the managerial~~

~~3.4.3.4 **Medical Maternity 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. 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 reason.~~

~~Leave taken under this section shall be subject to Section 3.4.3.7 of these Bylaws relating to coordination with leave taken under the federal Family and Medical Leave Act.~~

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

~~**Paternal 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.~~

~~Leave taken for the purpose provided in this section shall also be subject to Section 3.4.3.7 of these~~

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

~~3.0.1.3 **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~~

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~~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. Leave taken for the purpose provided in this section shall also be subject to Section 3.4.3.7 of these Bylaws relating to coordination with leave taken under the federal Family and Medical Leave Act.~~

**Commented [KH3]:** Bylaw 3.4.3.4 will be voted on for adoption by the Board at the April 11, 2025 Board meeting.

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

History: Amended, 63 BRUN 80 (29 September 2000) Added, 62 BRUN 47 (20 June 1998)

~~3.0.23.0.1~~ 3.4.3.5 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~~Section 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)

3.4.4 Assignment of Duties. The service and teaching obligations for each full-time member of the instructional staff in any semester shall consist of such amounts of one or more of the types of services necessary for a successful University program, including teaching, research, directing and supervising research, advising or counseling, committee assignments, administrative duties, field work, extension activities, and other miscellaneous assignments as may be deemed reasonable in each instance by the department chair and Dean or director concerned, within standards approved by the cognizant CAO/Chancellor, the CEO/President, and the Board. In determining what duties to assign to an instructional staff member, the administrative officer will confer with and obtain input from the instructional staff member.

Members of the instructional staff other than those appointed primarily for research may be relieved of all or part of their teaching obligations for one or more semesters to pursue a program of research, if recommended by the appropriate research council, where established, and the cognizant CAO/Chancellor and the CEO/President, and approved by the Board. An instructional staff member who is relieved of all teaching obligations for one or more semesters to pursue a program of research shall be expected, as a rule, to resume regular teaching obligations after completion of the assigned program. Employment by the University of members of the staff who are in the academic-year service class for non-instructional work during the summer vacation period shall be governed by the following:

- (a) Such employment shall be limited to not more than three months.
- (b) The monthly rate of remuneration for such employment shall not exceed one-ninth of the staff member's full-time remuneration during the preceding academic year.
- (c) Vacation for such employment shall be earned at the rate of two days per month, and cannot be carried beyond the summer period in which it is earned.

History: Amended, 76 BRUN 69 (9 April 2021) Amended, 43 BRUN 168-169 (28 July 1979) Amended, 42 BRUN 152 (10 November 1978)

**3.4.5** Outside Employment. Staff members employed on a part-time basis by the University, such as practicing lawyers or physicians, may engage in outside employment or activities unless it is expressly stipulated to the contrary in the conditions of employment. Staff members employed by the University, other than those covered in the preceding paragraph, shall be encouraged to engage in professional activities outside the University as a means of contributing to the economic growth and development of the state as well as broadening their experience and keeping them abreast of the latest developments in their specialized fields; provided such activities do not interfere with their regular duties at the University, or represent a conflict of interest. Staff members may accept temporary or occasional employment for such professional services when such employment is recommended by the Dean of the college or director of the division involved and approved by the CAO/Chancellor or CEO/President, or their designees. Specific approval of the Board CEO/President is required before any members of the full-time professional staff.

~~(a) Specific approval of the Board is required before any members of the full-time professional staff.~~

May be retained to provide professional services outside the University to an individual person, client, company, firm or governmental agency over a time period lasting more than two years.

~~(b) May accept professional employment requiring more than an average of two days per month during the period of his or her full-time University employment. The CEO/President shall promulgate such executive policies as shall be necessary for administration and enforcement of this Section 3.4.5 including regulations covering the conduct of outside professional activity performed in University buildings using University equipment or materials that assure there is adequate consideration to the University for such use.~~

Nothing contained in this Section 3.4.5 shall affect the administration or enforcement of the Medical Service Plan or the Dental Service Plan at the University of Nebraska Medical Center, or any amendments or revisions thereof which have been approved by the Board.

History: Amended, 65 BRUN 142 (16 September 2005) Amended, 56 BRUN 90 (22 June 1991)

**3.5** Terms and Conditions of Employment for the Office and Service Staff. The terms and conditions of employment for the office and service staff shall be those set forth by the CEO/President or the Chancellors cognizant CAO/Chancellor of the individual administrative units, as appropriate, or their designated representatives, within the institutional policies established by the Office of the CEO/President and approved by the Board. These terms and conditions of employment shall be made available to all employees in this category in the form of an employee handbook.

History: Amended, 49 BRUN 300 (16 June 1984) Amended, 42 BRUN 287 (24 March 1979)

~~3.1~~ **3.6 Leaves of Absence Available to All University Staff Members.**

**3.6.1** Military. Military leaves of absence shall be granted to all staff as may be provided by law.

3.6.2 Jury Service. Leaves of absence with pay for jury service or to testify as a witness, upon subpoena, shall be granted to all staff members.

3.7 Fees and Tuition Charged to University Staff Members. The Board may provide for a system of reduced tuition and fees for all full-time employees of the University for academic work at any unit of the University, and for the transfer of any such reduced tuition and fees to a full-time employee's spouse, adult designee, and the employee's or adult designee's dependent children, all as may be defined and implemented in such system of reduced tuition and fees.

History: Amended by the Corporation Secretary pursuant to the authority of Sec. 1.12(b) of these Bylaws, 71 BRUN 65 (15 March 2013) ~~Amended, 63 BRUN 133 (7 April 2001)~~  
~~Amended, 63 BRUN 133 (7 April 2001)~~

3.8 Conflict of Interest. No employee of the University shall engage in any activity that in any way conflicts with duties and responsibilities at the University of Nebraska. The Board of Regents has adopted Regents Policy 3.2.8 and authorized the implementation of related policies and directives to properly avoid, disclose and manage potential/actual conflicts of interest.

History: Amended, 69 BRUN 15 (5 March 2010) Amended, 47 BRUN 147 (24 July 1982)

3.9 Political Activities of Employees. Employees of the University enjoy the full right of citizens to participate in the political life of the State of Nebraska and the United States. The welfare of the University, however, requires that each employee perform University duties without the interference of outside activities. The following policies, therefore, will apply to employees engaging in political activity.

(a) An employee of the University, contemplating filing as a candidate for any part-time public office, or entering upon the performance of the duties of any part-time public office to which the employee may be elected or appointed, shall notify the CEO/President or the cognizant CAO, Chancellor, as appropriate, and appropriate ~~Dean or, Vice Chancellor, Vice President or~~ division head of his or her intention to do so. It shall be the duty of the CEO/President or the cognizant CAO, Chancellor as appropriate; to determine to what extent such political activities will interfere with the employee's regular duties, and to decide to what extent the employee's duties and compensation shall be curtailed. The criteria to be used in determining the extent to which such political activities interfere with the performance of regular duties of the employee shall be:

(1) the time that he or she will be required to devote to such political activities during the period assigned for the performance of University duties;

(2) the time which, in the absence of such political activities, would be devoted to University duties, such as administrative, class, laboratory, research, extension, counseling, meeting schedules, necessary preparation for the performance of such duties, etc.; ~~and and (2) the duration of such political activities and duties.~~

~~(3) the duration of such political activities and duties.~~ The curtailment of an employee's duties and compensation shall follow the principle that adjustments in duties and compensation shall be commensurate with the degree of interference with an employee's regular duties.

~~(a)~~ ~~(f)~~ Any employee of the University contemplating filing as a candidate for any full-time public office shall notify the CEO/President or the cognizant CAO, Chancellor, as appropriate, and appropriate ~~Dean or, Vice Chancellor, Vice President or~~ division head of his or her intention to do so. It shall be the duty of the CEO/President or the CAO, Chancellor, as appropriate, to determine to what extent campaign activities associated with such candidacy will interfere with the employee's regular duties, and to decide to what extent the employee's duties and compensation shall be curtailed.

The criteria to be used in determining the extent to which campaign activities associated with such candidacy interferes

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with the performance of regular duties of the employee shall be:

(1) the time that he or she will be required to devote to such campaign activities during the period assigned for the performance of University duties; and

(2) the time which, in the absence of such campaign activities, would be devoted to University duties, such as administrative, class, laboratory, research, extension, counseling, meeting schedules, necessary preparation for the performance of such duties. The curtailment of an employee's duties and compensation shall follow the principle that adjustments in duties and compensation shall be commensurate with the degree of interference with an employee's regular duties. In the event the employee shall be elected or appointed to a full-time public office, he or she must resign his or her position with the University effective on the date of commencing his or her new office.

History: Amended, 64 BRUN 14 (23 February 2002) Amended, 49 BRUN 300 (16 June 1984)

**3.10** Ownership and Commercialization of Inventions and Discoveries. The Board encourages the commercialization of inventions and discoveries arising from research activities of the University, and when appropriate, the pursuit of patents or other intellectual property protection, as a method of bringing recognition and remuneration to the University's inventors and to the University itself. Every invention or discovery by members of the faculty and staff that results from the performance of duties within the scope of their University employment, or from the use of University personnel, property, facilities, or other resources, except where such use is minimal, shall be solely owned by the University provided that the inventor or inventors shall have a share of no less than one-third (1/3) of the net proceeds received by the University resulting from licensing or sale of University owned intellectual property rights associated with such invention or discovery. Further, and unless otherwise explicitly and specifically agreed to in writing, should by operation of law or otherwise it is determined that the inventor or inventors own any rights in the University's inventions and discoveries beyond that described in this section of these Bylaws, then it shall be a condition of employment at the University of Nebraska that any such rights shall be assigned to the University. The Board shall adopt a formal Patent and Technology Transfer Policy which shall govern the disclosure of inventions and discoveries resulting from performance of duties by faculty or staff within the scope of their employment, or from the use of University personnel, property, facilities, or resources. The CEO/President, or any administrative officers designated by the CEO/President, shall have authority to act for the University with respect to inventions or discoveries owned by the University as required by this section and the Board's Patent and Technology Transfer Policy.

History: Amended, 64 BRUN 139 (17 October 2003) Amended, 59 BRUN 210 (10 December 1994) Amended, 49 BRUN 300 (16 June 1984)

**3.11** Sale of Books and Supplies to Students; Copyrights and Royalties. No member of the University staff shall have any financial interest in or receive any compensation from the sale of books, pamphlets, other educational material, or supplies used by students at the University, except royalties on books or other educational material from publishing houses of standing, when copyright has been secured or when otherwise provided by agreement with the University for University-sponsored education materials. Except as to those works that are University-sponsored "made for hire" educational materials, the University shall claim no right of ownership of such copyright or such royalties. It shall be the policy of the University to encourage publication of textbooks, if there is no exploitation of University students resulting therefrom.

### 3.12 Retirement.

3.12.1 Retirement Age and Date. Retirement shall be mandatory at age 70 for any law enforcement personnel. Employees may retire at age 55 after ten years of service with the University. An employee also may be retired prior to the normal or mandatory retirement age because of physical or mental disability that prevents such employee from satisfactorily performing work, such disability to be determined by resolution of the Board. The mandatory retirement date for law enforcement personnel who have reached the mandatory retirement age shall be July 1 following the month in which the employee reaches such age.

History: Amended, 68 BRUN 5-6 (23 January 2009) Amended, 64 BRUN 113 (7 June 2003) Amended, 62 BRUN 14 (28 February 1998) Amended, 54 BRUN 171 (23 June 1989) Amended, 43 BRUN 129-130 (23 June 1979) Amended, 43 BRUN 4 (21 April 1979) Amended, 37 BRUN 277 (14 December 1974)

3.12.1.1 Annual Appointment Following Mandatory Retirement. Any law enforcement employee, who has reached the mandatory retirement age of 70, may be permitted to continue employment with the University beyond the mandatory retirement date on an annual reappointment basis. Such appointments may be approved at the discretion of the Board, upon recommendation of the director, the CAO/Chancellor, and the CEO/President that such reappointment is in the best interests of the University.

History: Amended, 62 BRUN 14 (28 February 1998) Amended, 54 BRUN 171 (23 June 1989) Added, 47 BRUN 147-148 (24 July 1982) 3.12.1.2 Partial Retirement. [Repealed] History: Repealed, 62 BRUN 14 (28 February 1998) Added, 47 BRUN 148 (24 July 1982)

3.12.2 Disability Retirement. An employee, regardless of age, is eligible for a disability retirement should physical or mental disabilities prevent such employee from satisfactorily performing work. A Disability Retirement will allow a disabled employee to receive university retiree benefits. A Disability Retirement is predicated on

~~A Disability Retirement is predicated on~~ 1(a) the disabled employee's obtainment of a Social Security Disability Award, or

2(b) long term disability benefits approval by the group long term disability insurance company. In addition, university administration may also approve a Disability Retirement when good cause is otherwise established.

History: Amended, 71 BRUN 80 (20 September 2013) Amended, 68 BRUN 5-6 (23 January 2009) Amended, 43 BRUN 4 (21 April 1979)

3.12.3 Past Service Retirement Benefits. Retirement benefits for service prior to September 1, 1961, for employees of the University of Nebraska-Lincoln and the University of Nebraska Medical Center, for service prior to September 1, 1966, for employees of the University of Nebraska at Omaha, and for service prior to July 1, 1991, for employees of the University of Nebraska at Kearney shall be provided by the plans in force prior to these dates, and shall be termed Past Service Retirement Benefits. These benefits shall not be abridged.

History: Amended, 56 BRUN 90 (22 June 1991)

3.12.4 Current Service Retirement Benefits. Retirement benefits for service from September 1, 1961, for University of Nebraska-Lincoln and for University of Nebraska Medical Center employees, from

September 1, 1966, for University of Nebraska at Omaha employees, and after July 1, 1991, for University of Nebraska at Kearney employees, shall be known as Current Service Retirement Benefits. Prior to September 1, 1989, Current Service Retirement Benefits shall be those provided by retirement annuities purchased with contributions by the employee and the University pursuant to Sections 3.12.4.1 through 3.12.4.10, inclusive, of the Bylaws in effect prior to September 1, 1989. Effective September 1, 1989, Current Service Retirement Benefits shall be provided by the University of Nebraska Retirement Plan and the University of Nebraska Retirement Plan for Federal Retirement System Participants as described in Sections 3.12.4.1 through 3.12.4.7, inclusive.

History: Amended, 63 BRUN 17 (26 February 2000) Amended, 54 BRUN 171 (23 June 1989) Amended, 56 BRUN 90 (22 June 1991)

3.12.4.1 University of Nebraska Retirement Plans. Effective September 1, 1989, Current Service Retirement Benefits shall be provided pursuant to the terms of the University of Nebraska Retirement Plan and the University of Nebraska Retirement Plan for Federal Retirement System Participants, as adopted by the Board of Regents and filed with the Corporation Secretary, and as amended from time to time. Such Plans are hereafter referred to as the Retirement Plans or the Plans, and the terms of the Retirement Plans, as amended from time to time, are hereby incorporated into these Bylaws by reference as if set out fully. The Plans shall provide for contributions by the employees and by the University at the levels provided in Section 3.12.4.3, subject to the provisions of Neb. Rev. Stat. 85-106, as amended. Eligibility for participation, contributions, vesting in University contributions and entitlement to benefits shall be governed by Sections 3.12.4 through 3.12.4.7, inclusive, and by the terms of the Retirement Plans. The Retirement Plans are intended to qualify as a governmental money purchase pension plan under Sections 401(a) and 414(d) of the Internal Revenue Code of 1986, as amended. In addition, pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended, any contributions designated in the Plans as employee contributions shall be picked up by the University of Nebraska, in order that the contributions so picked up shall be treated as employer contributions by the University and thus not includable in the taxable income of the employee. Such contributions, although designated as employee contributions, shall be paid by the University in lieu of contributions by the employee, and the employee shall not be given the option of choosing to receive the amounts directly in lieu of having them paid by the University to the Retirement Plans.

History: Amended, 63 BRUN 17 (26 February 2000) Amended, 46 BRUN 123 (18 September 1981) Amended, 54 BRUN 171 (23 June 1989)

3.12.4.2 Eligibility and Participation. All eligible employees (as defined in the Retirement Plans), who have attained the age of 26 years and have completed two years of service (as defined in the Retirement Plans) may participate in the Plans. All eligible employees (as defined in the Retirement Plans) who have attained the age of 30 years and have completed two years of service (as defined in the Retirement Plans) are required to participate in the Retirement Plans. The term "eligible employee" means any permanent employee of the University whose employment status is one-half of a full-time equivalent (.5 FTE) or greater other than employees not eligible for Federal Old Age Survivor Disability and Medical Care Insurance, but covered by Federal pension benefits. Employees covered by Federal pension benefits will be covered under a separate retirement plan.

History: Amended, 63 BRUN 17 (26 February 2000) Amended, 54 BRUN 171 (23 June 1989)

3.12.4.3 Plan Contributions.

- (a) Subject to Section 4.7 of the Retirement Plan relating to maximum contributions, each participant in that Plan and the University shall make contributions to the plan at least yearly



in accordance with the following schedule:

	Participant Contribution	University Contribution	Total Contribution
Lower Level	3.5%	6.5%	10.0%
Higher Level	5.5%	8.0%	13.5%

Upon commencing participation, each participant shall elect to participate either at the lower level or higher level of contribution. A participant's election to participate at the higher level of contribution shall be irrevocable for the duration of the participant's employment with the University, including any periods of re-employment. During a participant's paid leave of absence, the University shall make contributions for the participant on the basis of the compensation paid during such leave.

- (b) Subject to the provisions of the University of Nebraska Retirement Plan for Federal Retirement System Participants relating to maximum contributions, each participant in that Plan shall contribute two percent of the participant's compensation for the Plan Year and the University shall contribute four percent of the participant's compensation for the Plan Year, for a total contribution of six percent. During a participant's paid leave of absence, the University of Nebraska shall make contributions for the participant on the basis of the compensation paid during such leave.
- (c) Under no circumstances or conditions will any contribution of the University revert to, be paid to, or insure to the benefit of, directly or indirectly, the University, except as provided in Section 3.12.4.6(b) (1).

(d) Under no circumstances or conditions will any contribution of the University revert to, be paid to, or insure to the benefit of, directly or indirectly, the University, except as provided in Section 3.12.4.6(b) (1). History: Amended, 65 BRUN, 127 (10 June 2005) Amended, 63 BRUN 17 (26 February 2000) Amended, 54 BRUN 171 (23 June 1989)

~~History: Amended, 65 BRUN, 127 (10 June 2005)  
Amended, 63 BRUN 17 (26 February 2000)  
Amended, 54 BRUN 171 (23 June 1989)~~

3.12.4.4 Benefits. Retirement benefits and death benefits under the Retirement Plan shall be as provided in the Plans, as amended from time to time.

History: Amended, 63 BRUN 17 (26 February 2000) Amended, 54 BRUN 171 (23 June 1989) Amended, 46 BRUN 52 (25 July 1981) Amended, 43 BRUN 5 (21 April 1979)

3.12.4.5 Tax Sheltered Annuities and Custodial Accounts.

(a) Effective September 1, 1989, each employee of the University (other than students enrolled and are scheduled for regular attendance at classes at the University) may elect to have the University make contributions to annuities and custodial accounts qualifying under Section 403

(b) of the Internal Revenue Code of 1986, provided that such contributions are not less than \$200 in any calendar year. Each such annuity or custodial account, and those annuities or custodial accounts purchased prior to September 1, 1989, shall:

(1) be the property of the individual employee, and

(2) in all respects, comply with the requirements of Section 403(b) of the Internal Revenue Code of 1986, as amended.

(b) Participant contributions with respect to tax-sheltered annuities or custodial accounts shall be made to only those vendors thereof as the Board shall approve.

(c) The terms pursuant to which contributions may be made to tax-sheltered annuities and custodial accounts are set forth in the Tax-Sheltered Annuity Plan of the University of Nebraska, the terms and conditions of which are incorporated herein by this reference.

History: Amended, 68 BRUN 5-6 (23 January 2009) Amended, 63 BRUN 17 (26 February 2000) Amended, 54 BRUN 171 (23 June 1989)

3.12.4.6 Amendment or Termination of Plans.

(a) While it is expected that the Retirement Plans will continue indefinitely, the Board reserves the right at any time to amend, otherwise modify, or terminate the Plans, or discontinue any further contributions or payments under the Plans, by a formal action of the Board taken in accordance with the provisions of Section 1.11 of the Bylaws relating to amendments to the Bylaws and filed of record with the Corporation Secretary. In the event of a termination of the Retirement Plans or discontinuance of contributions, the Board will notify all participants thereof. As of the date of complete or partial termination, all individual accounts will be non-forfeitable to the extent funded.

(b) Notwithstanding the provisions of subparagraph (a) of this section, the following conditions and limitations will apply to amendments to the Retirement Plans:

(1) No amendment will be made which will operate to recapture for the University any contributions previously made under the Retirement Plans. However, contributions made in contemplation of approval by the Internal Revenue Service may be returned to the University if the Internal Revenue Service fails to approve the Plans. In addition, contributions by the University which were made based on a mistake of fact may be returned to the University within one year of the date on which the contribution was made.

(2) No amendment will deprive, take away, or alter any then accrued right of any participant insofar as

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contributions made under the Retirement Plan are concerned. Any determination or recommendation by the Internal Revenue Service or the University's counsel will be sufficient as to the necessity of the amendment.

History: Amended, 63 BRUN 17 (26 February 2000) Amended, 54 BRUN 171 (23 June 1989)

3.12.4.7 Administration of the Plans. The Board of Regents is the administrator of the Retirement Plans. The Board may designate employees or independent third parties to be responsible for enrolling participants, sending Plans contributions for each participant to the fund sponsor(s) selected by the participants -- pursuant to the Plans and for performing other duties required for the operation of the Plans. The Vice CEO/President for Business and Finance shall develop a policy for administering the Retirement Plans and informing participants of their detailed terms and conditions.

History: Amended, 63 BRUN 17 (26 February 2000) Amended, 57 BRUN 119 (13 June 1992) Amended, 54 BRUN 171 (23 June 1989) Amended, 46 BRUN 51 (25 July 1981) Amended, 43 BRUN 130-131 (23 June 1979)

DRAFT



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Naming of the radio booth in Memorial Stadium to the Greg Sharpe Radio Booth

**Review**

**Review + Action**

**Action**

**Discussion**

*This is a report required by Regents' policy.*

**PRESENTERS:** Troy Dannen, UNL Athletic Director  
Seth Dorsey, Deputy Athletic Director for Internal Operations & CFO

### **PURPOSE & KEY POINTS**

The naming would recognize legendary announcer Greg Sharpe and include a corresponding graphic of the Hail Mary radio call from the 2013 Northwestern vs. Nebraska football game.

Pursuant to Board of Regents policy 6.2.7.(3)(b), such naming items must be approved by the Chancellor responsible for such a Facility, and the President, and shall be reported to the Board of Regents.

### **BACKGROUND INFORMATION**

Greg Sharpe has worked for Huskers Radio Network and has been the Voice of the Huskers for Nebraska football and baseball since 2008.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Proposal to rename the Graduate Certificate in Advanced Writing to the Graduate Certificate in Creative Writing, Editing, & Publishing administered by the Department of English in the College of Arts and Sciences at the University of Nebraska at Omaha.

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

The proposed name change to Creative Writing, Editing, & Publishing will make the certificate more visible and in greater alignment with curricular content and the profession. The current name is too vague, hindering recruitment and retention efforts.

### **BACKGROUND INFORMATION**

Section 2.6.1 of the *Board of Regents Policies* provides that the naming and renaming of the various academic organizational units such as a College, Program, Department, Center, Institute or School, "...shall be approved by the Chancellor responsible for the unit and the President. Such naming shall be reported to the Board of Regents."

### **APPROVAL**

The President approved the name change on March 14, 2025.



MEMORANDUM

**To:** Jeffrey P. Gold, MD, President, University of Nebraska System

**From:** Joanne Li, Ph.D., CFA, Chancellor, University of Nebraska at Omaha

**Date:** December 13, 2024

**RE:** Name Change: Graduate Certificate in Advanced Writing to Graduate Certificate in Creative Writing, Editing, & Publishing

A handwritten signature in blue ink, appearing to be 'JL'.

The University of Nebraska at Omaha committees have reviewed and endorsed the name change for a graduate certificate.

The English Department requests a name change for the Graduate Certificate in Advanced Writing to a new name of Graduate Certificate in Creative Writing, Editing, & Publishing. Since its creation in 2003, the graduate certificate has been successful and well-populated. However, the phrase of “Advanced Writing” hinders recruitment and does not reflect the professional focus of the certificate. The proposed name will create more visibility and alignment with current curriculum and workforce professional development. The new name is also better aligned with the portfolio of academic credentials offered by the UNO English Department. Thank you for your consideration of this name change request.

**CC:** David Jackson, Ph.D., Interim Executive Vice President and Provost  
Phil He, Ph.D., Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs  
Melanie Bloom, Ph.D., Dean, College of Arts and Sciences  
Keristiena Dodge, Chief of Staff, Office of the Chancellor  
Angie Sargus, Executive Associate, Academic Affairs

John T. Price, Director

Advanced Writing Graduate Certificate, English Dept.

### **Proposed Name Change for Graduate Certificate in Advanced Writing**

1. Current Name:

Graduate Certificate in Advanced Writing (ADWR)

2. Proposed Name:

Graduate Certificate in Creative Nonfiction Writing, Editing, & Publishing (CWEP)

3. Rationale for Name Change:

In February, 2024, the UNO English Department Graduate Program Committee (Chaired by Dr. Ramon Guerra) met and unanimously approved changing the name of the Graduate Certificate in Advanced Writing (ADWR) to the Graduate Certificate in Creative Nonfiction Writing, Editing, & Publishing (CWEP).

The GPC acknowledged that, since its creation in 2003, the 15-hour ADWR certificate has been successful and well-populated. The GPC has also recognized, however, that the term “Advanced Writing” is too vague and does not accurately reflect the specific content, requirements, and academic/professional focus of the certificate—a fact that has been confirmed by many graduate students enrolled currently and in the past. This misidentification has made it more difficult for potential students to clearly understand the focus and benefits of the certificate, hindering recruitment and retention efforts. That often begins, as student have repeatedly confirmed, with difficulty in finding the graduate certificate using online searches focused on “creative nonfiction writing.” This is even more unfortunate given that we are a destination program, with no other similar graduate certificate offerings locally or regionally.

The name change will thus make the certificate more visible and in greater alignment with:

- **Current certificate curriculum, requirements, and record of professional development.** The content of the certificate will not be altered. The Advanced Writing Graduate Certificate has always focused on training graduate students in writing, editing, and publishing what is more accurately called “creative nonfiction writing.” At the time of its creation over two decades ago by English Department Emeritus Professor John J. McKenna, the term “creative nonfiction” was not widely understood outside academic and literary communities. That has changed dramatically. Nonetheless, graduate students in the ADWR certificate have always studied and produced creative nonfiction of publishable quality, including a substantial portfolio that is reviewed and discussed with faculty prior to completing the certificate. Numerous individual publications and at least three books of creative nonfiction by alumni were developed from these certificate portfolios. Others have achieved professional success as editors of journals, anthologies, and literary book presses. Outside of the required core courses the certificate offers electives in Rhetoric and Technical Writing (including *Technical Editing*) intended to enrich students’ primary efforts in writing, editing, and publishing creative nonfiction prose.
- **The UNO English Department’s historical commitment to developing and teaching curriculum specifically in creative nonfiction writing, editing, and publishing.** All core classes in the ADWR certificate are creative nonfiction writing courses offered, in some cases, since the 1980s. The UNO English Department was among the first in the nation (along with the U. of Iowa, Columbia U., and a few others) to offer stand-alone creative nonfiction writing courses. In the early 1980s, *Modern Familiar Essay* (followed shortly by *Autobiography* and *Travel Writing*) was the first undergraduate/graduate creative nonfiction writing course offered at UNO. *Publishing Nonfiction* (currently *Writing for Publication*) was the first creative nonfiction graduate seminar at UNO, establishing the English Department’s early commitment to teaching students about editing and submitting their creative nonfiction for publication (both individual works and book-length manuscripts), as well as learning about the business of publishing. The *Publishing the Linden Review* course offers students professional experience publishing



and editing UNO's only national/international creative nonfiction journal, *The Linden Review* [<https://www.lindenreview.com/>]. Altogether, the English Department now offers, in rotation, 19 courses in writing, publishing, and/or editing creative nonfiction.

The development of creative nonfiction courses and programs within a university English department is not unusual nationally, as many creative writing departments originally excluded creative nonfiction as a lesser literary art form than traditional fiction, poetry, and drama—a form to be primarily taught in composition classes. At the U. of Iowa, for instance, the Nonfiction Writing Program (consistently ranked among the best in the nation) is housed in the English Department, where it originally developed. Potential certificate students, however, will often overlook English departments in their search for opportunities to study creative nonfiction writing, editing, and publishing. This adds to the importance of changing the name of the ADWR certificate.

- **Academic credentials offered by the UNO English Department**. In addition to curriculum development, creative nonfiction writing has long been a major component of the English Department's undergraduate and graduate degree/certificate offerings, including:
  - Creative Nonfiction Writing concentration within the English BA
  - Creative Nonfiction Writing comprehensive exam in the English MA, including distinct texts and exam questions
  - Creative Nonfiction Writing graduate thesis option within the English MA
  - Advanced Writing Graduate Certificate, primarily composed of English Dept. creative nonfiction writing courses
- **Faculty expertise and regional/national reputations**. There are currently three tenured creative nonfiction writing professors in the UNO English Department with graduate degrees, numerous publications, and national reputations in the field. These are John T. Price (MFA & PhD, Creative Nonfiction, U. of Iowa), Lisa Knopp (PhD, Creative Nonfiction, U. of Nebraska-Lincoln) and Jody Keisner (MFA, Creative Nonfiction, Western Michigan U.). Altogether, they have published 12 books of creative nonfiction

with national presses, along with numerous individual works in journals, magazines, newspapers, and anthologies. They have edited creative nonfiction journals and anthologies. They have also earned numerous awards in creative nonfiction writing, including the National Endowment for the Arts Prose Fellowship and Nebraska Book Awards. For decades, UNO students studying creative nonfiction writing, publishing, and editing have benefited from the mentoring of these accomplished faculty. At the local, regional, and national levels, changing the name of the certificate will more accurately promote our faculty expertise and mentoring in this area among potential graduate students.

- **Donor Support and Expectations.** Through the NU Foundation, Yvette Kinney, the first ever recipient of the Advanced Writing Graduate Certificate in summer, 2003, has established in the UNO English Department two full-ride scholarships and awards specifically in creative nonfiction writing: the John J. McKenna Undergraduate Scholarship in Creative Nonfiction Writing (open to students across campus) and the John J. McKenna Graduate Fellowship in Creative Nonfiction Writing (open to English MA and ADWR certificate students). She has also established the Yvette Kinney English Department Creative Nonfiction Program Fund, which annually contributes \$15,000 to support students and faculty pursuing academic/professional goals in creative nonfiction writing, editing, and publishing. Likewise, benefactor Barbi Hayes has dedicated significant funds to English Department creative nonfiction initiatives, including an annual community literature and arts festival focused on creative nonfiction writers and campus visits by internationally respected creative nonfiction authors who meet with students. She also recently donated \$50,000 to our creative nonfiction journal, *The Linden Review*. These donors expect that their funds will be used to help the UNO English Department continue to attract, mentor, and support students specifically in creative nonfiction writing, editing, and publishing.

**Minimal Cost and No Duplication:**

There will be minimal cost associated with this name change beyond a new identification in the UNO catalog and department/college promotional materials. There is no other graduate

certificate in Creative Nonfiction Writing, Editing, and Publishing in the NU system. The English Department was the first to create and teach creative nonfiction courses at UNO nearly 45 years ago, and seeks to continue developing its local, regional, and national appeal among potential graduate certificate students. Changing the name of the graduate certificate from Advanced Writing to Creative Nonfiction Writing, Editing, and Publishing is essential in this effort.



May 10, 2024

Dr. Sarah Edwards  
Assistant Vice Chancellor for Curriculum & Programs  
Office of Academic Affairs

Dear Dr. Edwards,

The College of Arts and Sciences' Educational Policy Committee met on Friday, May 10, 2024, and approved the proposed name change of the Graduate Certificate in Advanced Writing (ADWR) to the Graduate Certificate in Creative Nonfiction Writing, Editing, and Publishing (CWEP). I fully support this proposal, as the new proposed name more accurately reflects the focus of the certificate.

Sincerely,

A handwritten signature in black ink, appearing to read "Mel. Bloom".

Dr. Melanie Bloom  
Dean, College of Arts and Sciences  
Professor of World Languages and Literature  
University of Nebraska at Omaha

CC: Dr. Tanushree Ghosh, Chair, English Department; Dr. John Price, Professor of English;  
Denise Devney, Office of Academic Affairs



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** Proposal to establish an Expedited Graduate Certificate in Computational Artificial Intelligence to be administered by the School of Computing in the College of Engineering at the University of Nebraska-Lincoln (UNL).

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

The Graduate Certificate in Artificial Intelligence (AI) is designed to equip both current and aspiring computing professionals with a foundational understanding of AI and practical proficiency in utilizing AI technologies in the context of their respective fields. The courses in this certificate cover core AI topics applicable to any field. Students can study AI applications in areas such as computer systems, robotics, networking, data analytics, healthcare, finance, and bioinformatics. The certificate is made up of existing courses in the Master's in Computer Science program.

### **BACKGROUND INFORMATION**

*Regents Policy 2.3.3* authorizes the President to approve certain graduate certificates that meet requirements laid out in RP 2.3.3.1 – 2.3.3.6. These requirements include the provisos that the offering does not result in additional expenses, that all coursework exists, and that the coursework is part of a previously approved graduate degree.

### **RECOMMENDATION**

The President approved this expedited Graduate Certificate on March 14, 2025.



**MEMORANDUM**

TO: Academic Planning Committee Chair  
FROM: Katherine Ankerson, Executive Vice Chancellor  
DATE: November 15, 2024  
SUBJECT: New Graduate Certificate in Artificial Intelligence

*KSA*


Attached please find a proposal to create a new Graduate Certificate in Artificial Intelligence to be administered by the School of Computing in the College of Engineering. The proposed program of study utilizes existing courses associated with the MS in Computer Science and does not require additional resources to offer the program. The Artificial Intelligence Graduate Certificate program is expected to be especially attractive to current students and supports a critical workforce need in the state.

This new certificate program has the full support of the College of Engineering faculty and curriculum committees, Dean Lance Pérez, Graduate Council and Dean Deb Hope. I fully support this proposal.



November 12, 2024

To: Renee Batman  
Assistant Vice Chancellor and Chief Administrative Officer

From: Debra A. Hope   
Associate Vice Chancellor and Dean of Graduate Education

Re: New Expedited Graduate Certificate in Artificial Intelligence CIP Code 11.0102

Attached is a proposal for a new expedited graduate certificate in Artificial Intelligence in the School of Computing in the College of Engineering. This program proposal was approved unanimously by the UNL Graduate Council on November 7, 2024. The approval from the Dean of the College of Engineering is included. I also approve this proposal. It will be an excellent addition to our graduate offerings and is well-designed to meet the needs of our Nebraska workforce.

As a next step, I am submitting the proposal and accompanying documents for review by the Executive Vice Chancellor.



October 8, 2024

Debra Hope, Ph.D.  
Associate Vice Chancellor and Dean  
123A Seaton Hall  
Lincoln, NE 68588-0619

Dear Deb:

I am writing to provide my strongest support for the proposal to create a graduate certificate in Artificial Intelligence. The proposed graduate certificate fulfills a need for working engineering, computing and other professionals who are seeking to advance their careers and stay current with emerging technologies. This graduate certificate also complements our portfolio of graduate engineering degrees in fields of computing. This proposal is strongly aligned with the strategic plans of the College of Engineering and the University.

Attached to this letter is the proposal that was reviewed and approved by the college and other supporting documents. If you have any questions regarding the proposal, please do not hesitate to contact me.

Sincerely,

Lance C. Pérez, Ph.D., FASEE  
Dean, College of Engineering  
Omar H. Heins Professor of Electrical and Computer Engineering



# University of Nebraska-Lincoln

## New Graduate Certificate

### I. Descriptive Information

<b>Name of Institution Proposing Graduate Certificate</b>
University of Nebraska-Lincoln
<b>Name of Proposed Graduate Certificate</b>
Computational Artificial Intelligence
<b>Name of Program</b>
School of Computing
<b>Other Programs Offered in this Field by this Institution</b>
None
<b>CIP Code</b> <i>[IEA can help with CIP codes or browse here: <a href="http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55">http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55</a>]</i>
11-0102
<b>Subject Code</b>
CSCE
<b>Primary Administrative Unit for the Proposed Graduate Certificate</b>
School of Computing
<b>All Units Participating in the Graduate Certificate</b>
School of Computing
<b>List of Faculty Members who will Serve on Certificate Advisory Committee</b>
Hau Chan, Berthe Y. Choueiry, Hongzhi Guo, Peter Revesz, Ashok Samal, Stephen Scott, Leen-Kiat Soh, Qiuming Yao, Juan Cui
<b>Proposed Delivery Site</b>
UNL City Campus
<b>Graduate Certificate will be offered</b> <i>[full program, not individual courses]</i>
<input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance)
<b>Graduate Certificate will be Offered to</b>
<input type="checkbox"/> UNL degree seeking <input type="checkbox"/> UNL non-degree seeking <input checked="" type="checkbox"/> Both <input type="checkbox"/> Other (please explain)
<b>Program leads to licensure or certification</b>
<input checked="" type="checkbox"/> no <input type="checkbox"/> yes    If yes, explain:
<b>Will this program be proposing tuition remission? (if yes, see tuition remission forms for additional actions)</b>
No
<b>Proposed Date the New Graduate Certificate will be Initiated</b>
Fall 2025

## II. Details

### 1. Description of Proposed Certificate Program

The Graduate Certificate in Artificial Intelligence (AI) is designed to equip both current and aspiring computing professionals with a foundational understanding of AI along with a practical proficiency in exploiting AI technologies in the context of their respective fields. The courses in this certificate cover core AI topics such as an introduction to AI, constraint processing, machine learning, deep learning, natural language processing, data mining, game theory, and information retrieval. Students can also study AI applications in areas such as computer systems, robotics, networking, data analytics, healthcare, finance, and bioinformatics. The primary objectives of this program are:

- *Develop AI expertise:* Equip students with the foundational and advanced AI knowledge required to excel in modern computing fields.
- *Close the skills gap:* Address the increasing demand for AI specialists in the state, ensuring a steady pipeline of skilled professionals.
- *Drive innovation:* Prepare students to apply AI in various economic sectors to drive innovation across industries such as healthcare, finance, and technology.
- *Increase career opportunities:* Boost the expertise and employability of the work force and enable professionals to advance their careers or transition into AI-centric roles.

### 2. Learning Outcomes of the Proposed Graduate Certificate in AI

- 1) At the completion of this program, students will be able to apply foundational and advanced AI concept (e.g., machine learning, deep learning, constraint processing, natural language processing, and/or game theory) to solve real-world problems across various domains, such as healthcare, finance, bioinformatic, networking, and robotics.
- 2) Students will be able to develop AI systems that are ethical, fair, and aligned with societal values. This outcome is achieved through CSCE 811, which is being redesigned to include ethical components.
- 3) Students will be able to add to their knowledge and expertise in AI by staying current with new AI trends and developments, enabling them to evolve in their careers over time. The project components in these courses facilitate self-exploration and self-study of new technologies, equipping them with the necessary skills to be life-long learners.

The learning outcomes are achieved by a series of courses that cover AI fundamentals, complemented by experiential learning opportunities through practical scenarios and hands-on projects. The courses are tailored to suit various engineering and computer science majors and professional fields.

### 3. Admission

The Graduate Certificate in AI follows and meets all the requirements of graduate admission as specified by the Office of Graduate Studies, including a baccalaureate degree and English language proficiency. In addition, a B.S. degree in Computer Science, Computer Engineering, Software Engineering, Data Science, or equivalent is required. Students without B.S. degree in computing-related areas, but with proficiency in at least one high-level programming language, must take *CSCE 802: Data Structures and Algorithms for Informatics* prior to taking any required or elective courses in the graduate certificate. Students without prior background in computing related areas must take *CSCE 801: Python*

*Programming for AI and CSCE 802: Data Structures and Algorithms for Informatics.* All courses are offered by the School of Computing (SoC) Graduate Program.

#### 4. Certificate Program Curriculum

Along with the table below, explain other requirements (fieldwork, capstone experience, etc.). For an expedited review, the certificate coursework must be a subset of allowable coursework for an existing program.

Degree requirements (see Table 1 for details):

1. Required course: CSCE 811. If a student has taken CSCE 411 at the undergraduate level, this requirement is waived, and **15 credits** from electives should be taken.
2. Core AI courses: A minimum of 6 graduate-level credits are required.
3. Applied AI courses: A minimum of 6 graduate-level credits are required.

**Table 1: List of courses for AI Graduate Certificate**

<i>List specific required or elective courses in the master's program and certificate program. Please identify prerequisites for the required courses, if applicable. Add lines as necessary.</i>				
Course Code and Name for Required Courses	Masters Credit Hours	Certificate Credit Hours	Prerequisites, if applicable	Lab fees, if applicable
CSCE 811: Data Modeling for Systems Development (every fall)	3	3	CSCE 802: Data Structures and Algorithms for Informatics or equivalent	
<b>Required Total</b>	3	3		
Course Code and Name for Electives	Masters Credit Hours	Certificate Credit Hours		
<b><i>Core AI (6 credits from the following)</i></b>				
CSCE 810: Information Retrieval (every fall)	3	3		
CSCE 821: Foundations of Constraint Processing (every spring)	3	3		\$10
CSCE 822*: Introduction to Game Theory (every spring)	3	3		
CSCE 874: Introduction to Data Mining (every spring)	3	3		
CSCE 876: Introduction to Artificial Intelligence (every fall)	3	3		\$40
CSCE 878: Introduction to Machine Learning (every spring)	3	3		\$50

CSCE 879: Introduction to Deep Learning (every fall)	3	3		\$50
CSCE 820*: Natural Language Processing (every other year)	3	3		
<i>Applied AI (6 credits from the following)</i>				
CSCE 838: Internet of Things (every fall)	3	3		\$20
CSCE 871: Computational Methods in Bioinformatics (every fall)	3	3		
CSCE 872: Digital Image Processing (every other year)	3	3		\$10
CSCE 873: Computer Vision (every fall)	3	3		\$40
CSCE 880: Special Topics (Generative AI Applications, Ethics, and Research) (every fall)	3	3		
CSCE 817*: AI for Social Good (every other year)	3	3		
CSCE 892: Special Topics in Computing (AI Focus)	3	3		
CSCE 915 Computational Linguistics (every spring)	3	3		
CSCE 971 Advanced Bioinformatics (every other year)	3	3		
Other Courses for the Master's degree (see details in Table 2 below)	15			
<b>Electives Total</b>	27	12		
<b>Total</b>	30	15		
* CSCE 817, CSCE 820, CSCE 822, and CSCE 880 have been offered as CSCE 892 Special Topics with these respective titles. New courses are in the approval process and are expected to be approved before implementation of the new Graduate Certificate.				

## 5. Completion of Requirements

Students who have completed (or will soon be starting the last semester in which they will complete) the requirements for the AI Graduate Certificate Program must contact the AI Program Coordinator who will assist in reviewing that requirements have been met. Once the requirements are met, the student will apply to receive the certificate per the procedure and deadlines published for degree applications on the Registrar’s website. Students who are concurrently in a degree program must have applied for the certificate prior to the semester in which they plan to receive the certificate.

**6. Extending towards Master’s in Computer Science and Master’s in Computer Science (Computer Engineering Specialization) degrees**

The AI Graduate Certificate is designed to allow students to extend it towards a Master’s degree (M.S.) in Computer Science (CS Option A and B), an M.S. in Computer Science (Computer Engineering Specialization) (CE Option A and B), or an M.S. in Computer Science (Bioinformatics Specialization) (Bio Option A and B). The courses taken for the AI Graduate Certificate can be used to fulfill the requirements for those degrees, which are summarized in Table 2 below. Students will be informed that entry into an M.S. program will require a separate application.

For instance, our MS in CS Option B requires students to complete 30 credit hours of coursework. This includes six hours in the application area, six hours in the systems area, and six hours in the theory area. Additionally, students must take 15 hours of graduate-only courses.

A student pursuing the AI certificate by taking CSCE 810, CSCE 876, CSCE 878, CSCE 838, and CSCE 976 would meet the requirements as follows: they would complete 6 hours in the application area (CSCE 810 and CSCE 878), 6 hours in the theory area (CSCE 876 and CSCE 976), and 3 hours in the systems area (CSCE 838). Furthermore, they would also earn 3 hours of graduate-only credit with CSCE 976.

To fulfill the requirements for the MS in CS Option B, this student would need to take five additional courses: four graduate-only courses and one course in the systems area. For more details about our program areas, please visit: <https://computing.unl.edu/current-graduate/>.

Students enrolled in the concurrently proposed Online MS in AI who completed the certificate can meet the degree requirements by taking an additional 15 credits beyond those in the certificate curriculum. For instance, a student who completes the certificate with courses such as CSCE 811 (required), CSCE 878 and CSCE 879 (Core AI), and CSCE 838 and CSCE 871 (Applied AI) could fulfill the MS requirements by taking five more Core AI courses.

**Table 2: Required courses and credits required for extension towards an M.S. degree.**

	<b>Extra credits required for M.S.</b>	<b>Total</b>
<b>CS Option A</b>	<b>Require additional 15 credits.</b> A portion of breadth courses from Theory (6 cr.), Applications (6 cr.), Systems (6 cr.) can be covered in the AI Graduate Certificate + remaining breadth courses + Thesis (6-9 cr.) + 900 level courses (0-9 cr.)	<b>30</b>

<b>CS Option B</b>	<b>Require additional 15 credits.</b> A portion of breadth courses from Theory (6 cr.), Applications (6 cr.), Systems (6 cr.) can be covered in the AI Graduate Certificate + remaining breadth courses + 900 level courses (6-15 cr.)	<b>30</b>
<b>CE Option A</b>	<b>Require additional 15 credits.</b> A portion of core courses (9 cr.) and breadth courses (9 cr.) can be covered in the AI Graduate Certificate + remaining core and breadth courses + Thesis (6-9 cr.) + 900 level courses (0-9 cr.)	<b>30</b>
<b>CE Option B</b>	<b>Require additional 15 credits.</b> A portion of core courses (9 cr.) and breadth courses (9 cr.) can be covered in the AI Graduate Certificate + remaining core and breadth courses + 900 level courses (6-15 cr.)	<b>30</b>
<b>Bio Option A</b>	<b>Require additional 15 credits.</b> A portion of core courses (9 cr.) and breadth courses from Theory (6 cr.), Biosciences (6 cr.), Applications (6 cr.) can be covered in the AI Graduate Certificate + remaining core and breadth courses + Thesis (6-9 cr.) + 900 level courses (0-9 cr.)	<b>30</b>
<b>Bio Option B</b>	<b>Require additional 15 credits.</b> A portion of core courses (9 cr.) and breadth courses from Theory (6 cr.), Biosciences (6 cr.), Applications (6 cr.) can be covered in the AI Graduate Certificate + remaining core and breadth courses + 900 level courses (6-15 cr.)	<b>30</b>
<b>Online AI (proposed)</b>	<b>Require additional 15 credits.</b> Courses completed as part of AI Graduate Certificate + remaining core AI and applied AI courses (15 cr.)	<b>30</b>

## 7. Evaluation of Program

Measures and procedures for ongoing evaluations of the certificate program will follow those used to assess the SoC M.S. and Ph.D. programs. *SoC analyzes student's performances based on metrics such as completion time, course passing rate, and overall GPA. We also monitor the average student's performance in each course to detect content and/or delivery issues.*

## 8. Impact on Other Units and Programs

SoC has also proposed an Online MS in AI program. The Online MS program is designed for working professionals, while the certificate targets on-campus graduate students. Both initiatives aim to meet the regional demand for a skilled computing workforce with AI expertise. As noted above, students who complete the Graduate Certificate will be able to apply those credits to the MS in AI provided they apply and are admitted to the MS degree separately.

## 9. Impact on Course Subject Codes

None

## III. Review Criteria

### A. Adequacy of Resources:

#### 1. Faculty/Staff

Resources necessary to offer the proposed Graduate Certificate are already in place. No additional budgetary resources are required to implement the program.

All the courses required for the AI Graduate Certificate are already offered at SoC. During the planning period encompassed by this proposal, this Certificate may increase enrollment in the classes listed, but not to a level that new sections will need to be offered. Faculty program support would be via the Advisory Committee as listed in Section I.

## 2. Physical Facilities and Equipment

Classrooms, located in Avery Hall, Othmer Hall, Burnett Hall, Pershing Military and Naval Sciences Building, and Kiewit Hall on the UNL Lincoln campus, will be used to deliver the Certificate. Classrooms are distributed throughout the buildings and range in size from 20 to 150 seats. Hands-on activities will take place in laboratories maintained by the School of Computing (e.g., Avery Hall 20, 21, 15, and 347).

## 3. Instructional Equipment and Informational Resources

Associated equipment typically available in classrooms includes LCD projectors, projector screens, PCs, white boards, document camera units, connection for portable computers, tables and chairs, overhead projectors, and laptop computers. Each classroom is equipped with a wireless network, including Internet access. The UNL library resources are adequate to support the program.

## 4. Course and Lab Fees

Fees are listed in the Table of Courses. All lab fees are already approved for these courses.

## 5. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

[https://ccpe.nebraska.gov/sites/default/files/doc/NewProgram\\_Expenses\\_0.pdf](https://ccpe.nebraska.gov/sites/default/files/doc/NewProgram_Expenses_0.pdf)

Table 2: Revenue Sources for Projected Expenses

[https://ccpe.nebraska.gov/sites/default/files/doc/NewProgram\\_Revenue\\_0.pdf](https://ccpe.nebraska.gov/sites/default/files/doc/NewProgram_Revenue_0.pdf)

## B. Evidence of Need and Demand

According to the U.S. Bureau of Labor Statistics, computing-related occupations are projected to be the second fastest-growing occupational group, with a growth rate of 12.9% over the ten-year period from 2023 to 2033. This growth is largely driven by the rapid advancement of artificial intelligence (AI) technologies and their integration in various industries

(<https://www.bls.gov/news.release/ecopro.nr0.htm>). In 2022, AI-related jobs represented 2.28% of all job postings, reflecting a significant rise in demand for specialized skills in this field. For instance, Nebraska alone saw over 4,000 job postings related to AI in 2022 (<https://lightcast.io/resources/blog/demand-for-ai-skills-continues-climbing>).

Furthermore, AI proficiency is increasingly becoming a critical requirement in the software development sector, where AI technologies are applied to enhance software capabilities and optimize performance (<https://www.hiringlab.org/2024/03/14/march-2024-us-labor-market-update/>). The integration of AI into software solutions is not only transforming how software is developed but also driving the need for advanced expertise in the field. As a result, graduate certificate programs in AI are becoming essential to equip current and future computing professionals with the skills needed to meet the evolving expectations of employers. These programs provide targeted training in AI techniques, tools, and applications, thus, helping to bridge the skills gap and support the workforce in adapting to

technological advancements. Additionally, the expansion of AI applications across various domains, including healthcare, finance, and manufacturing, further underscores the importance of specialized education and training in AI.

In our region, the University of South Dakota, University of Colorado-Boulder, and University of Iowa offer Graduate Certificates in AI, while the University of Kansas provides a Graduate Certificate in Applied Machine Learning. These on-campus certificate programs, along with our proposed program, are designed to enhance AI expertise for current graduate students and working professionals in the area. Therefore, we do not expect these offerings to compete with our program for the same audience.

**C. Relationship of the proposal to the NU 5-year strategy**

The proposed program plays a vital role in building local talent, in alignment with the second strategy of the NU 5-year strategic plan. It aims to create a clear pathway for both current professionals and future computing experts to enhance their skill sets by incorporating essential AI competencies into their knowledge base. This initiative is central to addressing the growing demand for AI expertise in the workforce.

**D. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education**

The proposed program supports the CCPE's initiative to increase the number of STEM professionals that meet the needs of local employers. Additionally, it addresses the timely shortage of workers with AI expertise, responding to the growing demand from businesses and students for specialized knowledge and certification to fulfill workforce requirements.

## IV. Faculty CVs

*Include CVs for all faculty involved with the proposed graduate certificate*



## IV. Appendix

### A. Letters of Support

1. Hieu Ninh, Engineering CCS, Robert Bosch LLC
2. Chafik Barbar, Chief Executive Officer, Marble Technologies

### B. Faculty CVs

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**

	FY2025-26 Year 1		FY2026-27 Year 2		FY2027-28 Year 3		FY2028-29 Year 4		FY2029-30 Year 5		Total	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
<b>Personnel</b>												
Faculty											0	\$0
Professional											0	\$0
Graduate assistants											0	\$0
Support staff											0	\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Operating</b>												
General Operating												\$0
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other												\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
<b>Total Expenses</b>	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0

CCPE; 11/19/08

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**

	FY 2025-26 Year 1	FY 2026-27 Year 2	FY 2027-28 Year 3	FY 2028-29 Year 4	FY 2029-30 Year 5	Total
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees <sup>1</sup>	\$71,610	\$92,004	\$143,220	\$214,830	\$286,440	\$808,104
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$71,610	\$92,004	\$143,220	\$214,830	\$286,440	\$808,104

<sup>1</sup> Tuition only, per projected enrollment schedule below.

CCPE; 11/19/08

Projected Enrollment			
Year	Resident	Non-Resident	Total
2025-26	10	5	15
2026-27	14	6	20
2027-28	20	10	30
2028-29	30	15	45
2029-30	40	20	60
g. Credit Hours per Student per Year			
	6		
Resident Tuition	\$ 506		
Non-Resident Tuition	\$ 1,375		

	Tuition Revenue
2025	\$ 71,610
2026	\$ 92,004
2027	\$ 143,220
2028	\$ 214,830
2029	\$ 286,440

## Appendix A

### Letters of Support

Hieu Ninh, Engineering CCS, Robert Bosch LLC

Chafik Barbar, Chief Executive Officer, Marble Technologies

September 18, 2024

Dr. Witty Srisa-an  
School of Computing  
University of Nebraska-Lincoln  
256 Avery Hall  
Lincoln, NE 68588

Robert Bosch LLC  
8601 East Cornhusker Hwy  
Lincoln NE 68507-9702 USA  
Phone 402 467 5321  
Fax 402 467 3279  
[www.bosch.us](http://www.bosch.us)

### **Support for the Graduate Certificate Program in AI at UNL**

Dear Dr. Srisa-an,

I am writing to express my strong support for the creation of a Graduate Certificate in Artificial Intelligence (AI) at School of Computing at UNL. As AI continues to transform key industries—including healthcare, finance, insurance, agriculture, transportation, and manufacturing—there is an urgent and growing demand for skilled professionals equipped with expertise in this high-impact field. A dedicated Graduate Certificate in AI will not only provide students with cutting-edge knowledge in machine learning, deep learning, game theory, natural language processing, and AI ethics but will also enable them to apply these skills in their careers across a variety of industries, including at Bosch.

At Bosch, innovation and AI are already shaping the future of smart automotive technologies, connected building, security and solutions, and advanced automation. A Graduate Certificate in AI at UNL would provide valuable learning pathways for our employees and partners, equipping them with the tools needed to drive further advancements in AI applications, research, and implementation. Such programs would also help Bosch remain at the forefront of technological progress, while enhancing UNL's role as a leader in AI education and research.

The Graduate Certificate program will increase accessibility to AI-related knowledge, supporting career advancement for professionals not only at Bosch but across the state and beyond. The program will further strengthen UNL's research capabilities and prepare graduates for leadership roles in the global workforce, fostering innovative solutions that will directly benefit companies like Bosch.

With the right support, UNL can become a pivotal player in advancing AI innovation throughout the region, helping industries such as ours meet real-world challenges through the transformative power of AI.

Thank you for considering this important initiative. Should you require any further information or wish to discuss this opportunity, please do not hesitate to reach out.

Yours sincerely

September 18, 2024  
Page 2 of 2



Hieu Ninh  
Engineering CCS  
Robert Bosch, LLC  
[Hieu.Ninh@us.bosch.com](mailto:Hieu.Ninh@us.bosch.com)  
402-467-6641



September 19, 2024

Witty Srisa-an  
School of Computing  
University of Nebraska-Lincoln  
256 Avery Hall  
Lincoln, NE 68588

Dear Witty,

I am writing to express my support for the creation of a Graduate Certificate in Artificial Intelligence (AI) at UNL. As AI transforms industries like healthcare, finance, insurance, agriculture, and transportation, the demand for skilled professionals is rapidly growing. A dedicated Certificate program will equip students with cutting-edge knowledge in machine learning, deep learning, game theory, natural language processing, and AI ethics that can be applied to their career files. Such a program also positions UNL as a leader in this high-impact field.

The Graduate Certificate program will greatly increase access to AI-related topics, supporting career advancement for computing professionals across our state. With the right support, UNL can play a pivotal role in advancing AI innovation, especially in our state and region, to solve real-world challenges. At Marble Technologies, where we build AI-powered automation and robotics for meat processors, we are eager to see an expansion of the AI skillset within the state's workforce.

Thank you for considering this important initiative. Please don't hesitate to reach out if you need further information.

Sincerely,

A handwritten signature in black ink that reads "Chafik Barbar".

Chafik Barbar  
Chief Executive Officer  
Marble Technologies  
[chafik@seemarble.com](mailto:chafik@seemarble.com)  
617-453-8356



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Academic Affairs**

**April 11, 2025**

**AGENDA ITEM:** 4<sup>th</sup> Quarter Personnel Reports (October, November, December 2024)

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** David S. Jackson, Interim Provost

### **PURPOSE & KEY POINTS**

Attached is a series of reports on personnel actions taken on a University of Nebraska campus or system office and approved by the appropriate Chancellor or President during the fourth quarter of 2024.

### **BACKGROUND INFORMATION**

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.



**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**  
**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Di Bernardo, Joel P	Vet & Biomedical Sciences	Asst Professor	Specific	10/1/2024		125,000	FY	1.00
Palmer, Lee K	Food Science & Technology	Asst Prof Practice	Special	10/1/2024	6/30/2027	91,000	FY	1.00
Roes, Caitlin M	NE Ext Engagement Zone 1	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00
Weber, Barry M	NE Ext Engagement Zone 11	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**  
**ADJUSTMENTS**

	<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
09/09	Adamowicz, Michael S	College of Ag Sci & Nat Res	Director Forensic Science	Special	10/31/2024		42,507	FY	0.25
			Director Forensic Science	Special		10/30/2024	42,507	FY	0.25
			Assoc Professor	Continuous	10/31/2024		115,928	FY	0.75
			Assoc Professor	Continuous		10/30/2024	115,928	FY	0.75
09/07	Allen, Craig	School of Natural Resources	Rsch Professor	Other	10/1/2024	9/30/2025	31,000	FY	0.25
			Professor	Continuous		9/30/2024	73,084	FY	0.50
			Director CRAWL	Special		9/30/2024	73,084	FY	0.50
09/09	Bassford, Jeffrey T	IANR Finance & Personnel Office	Asst Vice Chancellor	Special	10/31/2024		207,978	FY	1.00
			Asst Vice Chancellor	Special		10/30/2024	207,978	FY	1.00
06/03	Beegum, Sahila	Water Center	Rsch Asst Professor	Special	11/1/2024	9/30/2026	87,000	FY	1.00
			Rsch Asst Professor	Special		10/31/2024	85,241	FY	1.00
09/09	Benson, Andrew K	Food Science & Technology	Professor	Continuous	10/31/2024		119,644	OTH	0.60
			Professor	Continuous		10/30/2024	119,644	OTH	0.60
		Nebraska Food for Health Center	Director	Special	10/31/2024		99,705	OTH	0.40
			Director	Special		10/30/2024	99,705	OTH	0.40
			Pfrship/NFHC	Special	10/31/2024		30,000	OTH	0.00
			Pfrship/NFHC	Special		10/30/2024	30,000	OTH	0.00
09/09	Brozovic, Nicholas	Water for Food Institute	Director	Special	10/31/2024		130,158	FY	0.50
			Director	Special		10/30/2024	130,158	FY	0.50
		Agricultural Economics	Professor	Continuous	10/31/2024		108,470	FY	0.50
			Professor	Continuous		10/30/2024	108,470	FY	0.50
09/09	Clarke, Jennifer L	Agricultural Research Division	Director	Special	10/31/2024		87,734	FY	0.49
			Director	Special		10/30/2024	87,734	FY	0.49
		Food Science & Technology	Professor	Continuous	10/31/2024		83,007	FY	0.51
			Professor	Continuous		10/30/2024	83,007	FY	0.51
09/10	Duarte de Val, Marina	NE Ext Engagement Zone 8	Asst Exten Educator	Special	12/11/2024		57,109	FY	1.00
			Asst Exten Educator	Special		12/10/2024	57,109	FY	1.00
09/07	Fritz, Greg A	Admissions	Senior Associate Director	Other		10/31/2024	94,917	FY	1.00
		4-H Youth Development	Exten Professor	Special	11/1/2024	10/31/2029	105,000	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**  
**ADJUSTMENTS**

	<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
06/01	Fuchs, Brian A	School of Natural Resources	Geoscientist	Special	11/1/2024		91,900	FY	1.00
			Geoscientist	Special		10/31/2024	90,034	FY	1.00
09/09	Gosselin, David C	School of Natural Resources	Director ENV5	Special	10/31/2024	2/7/2025	32,841	FY	0.20
			Director ENV5	Special		10/30/2024	32,841	FY	0.20
			Professor	Continuous	10/31/2024	2/7/2025	60,881	FY	0.40
			Professor	Continuous		10/30/2024	60,881	FY	0.40
09/09	Harms, Kurtis R	Nebraska LEAD Program	Director	Special	10/31/2024		135,000	FY	1.00
			Director	Special		10/30/2024	135,000	FY	1.00
09/09	Herpel, Rachael R	Water for Food Institute	Asst Director	Special	10/31/2024		82,902	FY	1.00
			Asst Director	Special		10/30/2024	82,902	FY	1.00
09/07	Jhala, Amitkumar	Agronomy & Horticulture	Assoc Department Head	Special	10/1/2024	9/30/2025	42,786	FY	0.20
			Professor	Continuous	10/1/2024		114,096	FY	0.80
			Professor	Continuous		9/30/2024	142,620	FY	1.00
09/09	Khalimonchuk, Oleh	Biochemistry	Willa Cather Professorship	Special	10/31/2024	5/11/2029	5,000	AY	0.00
			Willa Cather Professorship	Special		10/30/2024	5,000	AY	0.00
			Director	Special	10/31/2024		28,935	AY	0.10
			Director	Special		10/30/2024	28,935	AY	0.10
			Professor	Continuous	10/31/2024		130,210	AY	0.90
			Professor	Continuous		10/30/2024	130,210	AY	0.90
06/06	Knutson, Cody L	School of Natural Resources	Rsch Professor	Special	11/1/2024		111,825	FY	1.00
			Rsch Professor	Special		10/31/2024	109,317	FY	1.00
29/01	Kuenning, Deborah L	NE Ext Engagement Zone 4	Assoc Exten Educator	Special	11/1/2024		71,363	FY	1.00
			Assoc Exten Educator	Special		10/31/2024	57,091	FY	0.80
09/07	Liu, Lingyi	Food Science & Technology	Asst Prof Practice	Special	10/1/2024	6/30/2027	91,000	FY	1.00
09/09	Mahmood, Rezaul	School of Natural Resources	Director HPRCC	Special	10/31/2024		75,943	FY	0.50
			Director HPRCC	Special		10/30/2024	75,943	FY	0.50
			Professor	Continuous	10/31/2024		69,037	FY	0.50
			Professor	Continuous		10/30/2024	69,037	FY	0.50
09/07	Mues, Talon M	Plant Pathology	Ag Rsch Technician II	Other		10/31/2024	39,489	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**  
**ADJUSTMENTS**

	<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
09/07	Murad, Mohammad Omar Faruk	Biological Systems Engineering	Rsch Asst Professor	Special	11/1/2024	10/31/2027	90,000	FY	1.00
09/09	Neale, Christopher MU	Water for Food Institute	Director	Special	10/31/2024		199,486	FY	0.75
			Director	Special		10/30/2024	199,486	FY	0.75
		Biological Systems Engineering	Professor	Continuous	10/31/2024		58,669	FY	0.25
			Professor	Continuous		10/30/2024	58,669	FY	0.25
09/09	O'Donnell, Jill E	Office of Vice Pres/Vice Chancellor	Prof Practice	Special	10/31/2024	6/30/2026	22,112	FY	0.20
			Prof Practice	Special		10/30/2024	22,112	FY	0.20
			Director Haggart-Work Yeutter Institute	Special	10/31/2024	6/30/2026	110,519	FY	0.80
			Director Haggart-Work Yeutter Institute	Special		10/30/2024	110,519	FY	0.80
09/10	Pingault, Lise	Entomology	Sr Rsch Assoc	Special	10/1/2024	12/31/2024	55,902	FY	1.00
			Sr Rsch Assoc	Special		9/30/2024	55,902	FY	1.00
06/06	Puniya, Bhanwar Lal	Biochemistry	Rsch Asst Professor	Special	10/1/2024	4/30/2026	98,000	FY	1.00
			Rsch Asst Professor	Special		9/30/2024	94,095	FY	1.00
09/10	Rault, Leslie C	Entomology	Rsch Asst Professor	Special	10/1/2024	12/31/2024	64,311	FY	1.00
			Rsch Asst Professor	Special		9/30/2024	64,311	FY	1.00
09/09	Ray, Chittaranjan	Civil & Environmental Engr-Lincoln	Professor	Continuous	10/31/2024		59,889	FY	0.25
			Professor	Continuous		10/30/2024	59,889	FY	0.25
		Water Center	Director	Special	10/31/2024		180,167	FY	0.75
			Director	Special		10/30/2024	180,167	FY	0.75
09/13	Reil, Molly K	College of Ag Sci & Nat Res	Asst Prof Practice	Special	10/14/2024	10/13/2027	69,751	FY	1.00
			Asst Prof Practice	Special		10/13/2024	69,751	FY	1.00
09/09	Santiago, Hector L	Agricultural Research Division	Asst Dean/Asst Director	Special	10/31/2024		181,604	FY	1.00
			Asst Dean/Asst Director	Special		10/30/2024	181,604	FY	1.00
09/07	Spangler, Matthew L	Animal Science	Professor	Continuous	10/1/2024		161,670	FY	1.00
			Professor	Continuous		9/30/2024	161,670	FY	1.00
			Prfsp/Ronnie Green	Special	10/1/2024	9/30/2029	10,000	FY	0.00
09/09	Svoboda, Mark D	School of Natural Resources	Director NDMC	Special	10/31/2024		76,230	AY	0.50
			Director NDMC	Special		10/30/2024	76,230	AY	0.50
			Professor	Continuous	10/31/2024		69,300	AY	0.50

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**  
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<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>
		Professor	Continuous		10/30/2024	69,300	AY	0.50
09/13	Swanson, Rebecca D	4-H Youth Development	Exten Asst Professor	Special	10/19/2024	10/18/2025	77,847	FY 1.00
			Exten Asst Professor	Special		10/18/2024	77,847	FY 1.00
09/09	Varner, David L	Cooperative Ext Division	Assoc Dean/Assoc Director	Special	10/31/2024	12/31/2026	211,115	FY 1.00
			Assoc Dean/Assoc Director	Special		10/30/2024	211,115	FY 1.00
09/10	Wang, Zhen	Agronomy & Horticulture	Rsch Asst Professor	Special	12/1/2024	11/30/2025	61,560	FY 1.00
			Rsch Asst Professor	Special		11/30/2024	61,560	FY 1.00
09/09	Wardlow, Brian D	School of Natural Resources	Director CALMIT	Special	10/31/2024		46,152	FY 0.30
			Director CALMIT	Special		10/30/2024	46,152	FY 0.30
			Professor	Continuous	10/31/2024		97,899	FY 0.70
			Professor	Continuous		10/30/2024	97,899	FY 0.70
09/09	Westra, John	Panhandle Rsch & Ext Center	Director/Chair	Special	10/31/2024		202,935	FY 1.00
			Director/Chair	Special		10/30/2024	202,935	FY 1.00
09/09	Zalesky, Douglas D	Eastern NE Rsch & Ext Center	Director	Special	10/31/2024		205,355	FY 1.00
			Director	Special		10/30/2024	205,355	FY 1.00
06/01	Annual Adjustment							
06/03	External (Market) Adjustment							
06/06	Internal (Equity) Adjustment							
09/07	Position Add/Change							
09/09	Other Status Change							
09/10	Extension of Appointment							
09/13	Reappointment							
29/01	Change Employment %							

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**UNIVERSITY OF NEBRASKA-LINCOLN IANR**  
**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Di Bernardo, Joel P	Vet & Biomedical Sciences	Asst Professor	Specific	10/1/2024		125,000	FY	1.00
Palmer, Lee K	Food Science & Technology	Asst Prof Practice	Special	10/1/2024	6/30/2027	91,000	FY	1.00
Roes, Caitlin M	NE Ext Engagement Zone 1	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00
Weber, Barry M	NE Ext Engagement Zone 11	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00

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	<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	Adamowicz, Michael S	College of Ag Sci & Nat Res	Director Forensic Science	Special	10/31/2024		42,507	FY	0.25
			Director Forensic Science	Special		10/30/2024	42,507	FY	0.25
			Assoc Professor	Continuous	10/31/2024		115,928	FY	0.75
			Assoc Professor	Continuous		10/30/2024	115,928	FY	0.75
09/07	Allen, Craig	School of Natural Resources	Rsch Professor	Other	10/1/2024	9/30/2025	31,000	FY	0.25
			Professor	Continuous		9/30/2024	73,084	FY	0.50
			Director CRAWL	Special		9/30/2024	73,084	FY	0.50
09/09	Bassford, Jeffrey T	IANR Finance & Personnel Office	Asst Vice Chancellor	Special	10/31/2024		207,978	FY	1.00
			Asst Vice Chancellor	Special		10/30/2024	207,978	FY	1.00
06/03	Beegum, Sahila	Water Center	Rsch Asst Professor	Special	11/1/2024	9/30/2026	87,000	FY	1.00
			Rsch Asst Professor	Special		10/31/2024	85,241	FY	1.00
09/09	Benson, Andrew K	Food Science & Technology	Professor	Continuous	10/31/2024		119,644	OTH	0.60
			Professor	Continuous		10/30/2024	119,644	OTH	0.60
		Nebraska Food for Health Center	Director	Special	10/31/2024		99,705	OTH	0.40
			Director	Special		10/30/2024	99,705	OTH	0.40
			Pfrship/NFHC	Special	10/31/2024		30,000	OTH	0.00
			Pfrship/NFHC	Special		10/30/2024	30,000	OTH	0.00
09/09	Brozovic, Nicholas	Water for Food Institute	Director	Special	10/31/2024		130,158	FY	0.50
			Director	Special		10/30/2024	130,158	FY	0.50
		Agricultural Economics	Professor	Continuous	10/31/2024		108,470	FY	0.50
			Professor	Continuous		10/30/2024	108,470	FY	0.50
09/09	Clarke, Jennifer L	Agricultural Research Division	Director	Special	10/31/2024		87,734	FY	0.49
			Director	Special		10/30/2024	87,734	FY	0.49
		Food Science & Technology	Professor	Continuous	10/31/2024		83,007	FY	0.51
			Professor	Continuous		10/30/2024	83,007	FY	0.51
09/10	Duarte de Val, Marina	NE Ext Engagement Zone 8	Asst Exten Educator	Special	12/11/2024		57,109	FY	1.00
			Asst Exten Educator	Special		12/10/2024	57,109	FY	1.00
09/07	Fritz, Greg A	Admissions	Senior Associate Director	Other		10/31/2024	94,917	FY	1.00
		4-H Youth Development	Exten Professor	Special	11/1/2024	10/31/2029	105,000	FY	1.00

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	<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>
06/01	Fuchs, Brian A	School of Natural Resources	Geoscientist	Special	11/1/2024		91,900	FY	1.00
			Geoscientist	Special		10/31/2024	90,034	FY	1.00
09/09	Gosselin, David C	School of Natural Resources	Director ENV5	Special	10/31/2024	2/7/2025	32,841	FY	0.20
			Director ENV5	Special		10/30/2024	32,841	FY	0.20
			Professor	Continuous	10/31/2024	2/7/2025	60,881	FY	0.40
			Professor	Continuous		10/30/2024	60,881	FY	0.40
09/09	Harms, Kurtis R	Nebraska LEAD Program	Director	Special	10/31/2024		135,000	FY	1.00
			Director	Special		10/30/2024	135,000	FY	1.00
09/09	Herpel, Rachael R	Water for Food Institute	Asst Director	Special	10/31/2024		82,902	FY	1.00
			Asst Director	Special		10/30/2024	82,902	FY	1.00
09/07	Jhala, Amitkumar	Agronomy & Horticulture	Assoc Department Head	Special	10/1/2024	9/30/2025	42,786	FY	0.20
			Professor	Continuous	10/1/2024		114,096	FY	0.80
			Professor	Continuous		9/30/2024	142,620	FY	1.00
09/09	Khalimonchuk, Oleh	Biochemistry	Willa Cather Professorship	Special	10/31/2024	5/11/2029	5,000	AY	0.00
			Willa Cather Professorship	Special		10/30/2024	5,000	AY	0.00
			Director	Special	10/31/2024		28,935	AY	0.10
			Director	Special		10/30/2024	28,935	AY	0.10
			Professor	Continuous	10/31/2024		130,210	AY	0.90
			Professor	Continuous		10/30/2024	130,210	AY	0.90
06/06	Knutson, Cody L	School of Natural Resources	Rsch Professor	Special	11/1/2024		111,825	FY	1.00
			Rsch Professor	Special		10/31/2024	109,317	FY	1.00
29/01	Kuenning, Deborah L	NE Ext Engagement Zone 4	Assoc Exten Educator	Special	11/1/2024		71,363	FY	1.00
			Assoc Exten Educator	Special		10/31/2024	57,091	FY	0.80
09/07	Liu, Lingyi	Food Science & Technology	Asst Prof Practice	Special	10/1/2024	6/30/2027	91,000	FY	1.00
09/09	Mahmood, Rezaul	School of Natural Resources	Director HPRCC	Special	10/31/2024		75,943	FY	0.50
			Director HPRCC	Special		10/30/2024	75,943	FY	0.50
			Professor	Continuous	10/31/2024		69,037	FY	0.50
			Professor	Continuous		10/30/2024	69,037	FY	0.50
09/07	Mues, Talon M	Plant Pathology	Ag Rsch Technician II	Other		10/31/2024	39,489	FY	1.00



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	<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	Murad, Mohammad Omar Faruk	Biological Systems Engineering	Rsch Asst Professor	Special	11/1/2024	10/31/2027	90,000	FY	1.00
09/09	Neale, Christopher MU	Water for Food Institute	Director	Special	10/31/2024		199,486	FY	0.75
			Director	Special		10/30/2024	199,486	FY	0.75
		Biological Systems Engineering	Professor	Continuous	10/31/2024		58,669	FY	0.25
			Professor	Continuous		10/30/2024	58,669	FY	0.25
09/09	O'Donnell, Jill E	Office of Vice Pres/Vice Chancellor	Prof Practice	Special	10/31/2024	6/30/2026	22,112	FY	0.20
			Prof Practice	Special		10/30/2024	22,112	FY	0.20
			Director Haggart-Work Yeutter Institute	Special	10/31/2024	6/30/2026	110,519	FY	0.80
			Director Haggart-Work Yeutter Institute	Special		10/30/2024	110,519	FY	0.80
09/10	Pingault, Lise	Entomology	Sr Rsch Assoc	Special	10/1/2024	12/31/2024	55,902	FY	1.00
			Sr Rsch Assoc	Special		9/30/2024	55,902	FY	1.00
06/06	Puniya, Bhanwar Lal	Biochemistry	Rsch Asst Professor	Special	10/1/2024	4/30/2026	98,000	FY	1.00
			Rsch Asst Professor	Special		9/30/2024	94,095	FY	1.00
09/10	Rault, Leslie C	Entomology	Rsch Asst Professor	Special	10/1/2024	12/31/2024	64,311	FY	1.00
			Rsch Asst Professor	Special		9/30/2024	64,311	FY	1.00
09/09	Ray, Chittaranjan	Civil & Environmental Engr-Lincoln	Professor	Continuous	10/31/2024		59,889	FY	0.25
			Professor	Continuous		10/30/2024	59,889	FY	0.25
		Water Center	Director	Special	10/31/2024		180,167	FY	0.75
			Director	Special		10/30/2024	180,167	FY	0.75
09/13	Reil, Molly K	College of Ag Sci & Nat Res	Asst Prof Practice	Special	10/14/2024	10/13/2027	69,751	FY	1.00
			Asst Prof Practice	Special		10/13/2024	69,751	FY	1.00
09/09	Santiago, Hector L	Agricultural Research Division	Asst Dean/Asst Director	Special	10/31/2024		181,604	FY	1.00
			Asst Dean/Asst Director	Special		10/30/2024	181,604	FY	1.00
09/07	Spangler, Matthew L	Animal Science	Professor	Continuous	10/1/2024		161,670	FY	1.00
			Professor	Continuous		9/30/2024	161,670	FY	1.00
			Prfsp/Ronnie Green	Special	10/1/2024	9/30/2029	10,000	FY	0.00
09/09	Svoboda, Mark D	School of Natural Resources	Director NDMC	Special	10/31/2024		76,230	AY	0.50
			Director NDMC	Special		10/30/2024	76,230	AY	0.50
			Professor	Continuous	10/31/2024		69,300	AY	0.50

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<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>
		Professor	Continuous		10/30/2024	69,300	AY	0.50
09/13	Swanson, Rebecca D	4-H Youth Development	Exten Asst Professor	Special	10/19/2024	10/18/2025	77,847	FY 1.00
			Exten Asst Professor	Special		10/18/2024	77,847	FY 1.00
09/09	Varner, David L	Cooperative Ext Division	Assoc Dean/Assoc Director	Special	10/31/2024	12/31/2026	211,115	FY 1.00
			Assoc Dean/Assoc Director	Special		10/30/2024	211,115	FY 1.00
09/10	Wang, Zhen	Agronomy & Horticulture	Rsch Asst Professor	Special	12/1/2024	11/30/2025	61,560	FY 1.00
			Rsch Asst Professor	Special		11/30/2024	61,560	FY 1.00
09/09	Wardlow, Brian D	School of Natural Resources	Director CALMIT	Special	10/31/2024		46,152	FY 0.30
			Director CALMIT	Special		10/30/2024	46,152	FY 0.30
			Professor	Continuous	10/31/2024		97,899	FY 0.70
			Professor	Continuous		10/30/2024	97,899	FY 0.70
09/09	Westra, John	Panhandle Rsch & Ext Center	Director/Chair	Special	10/31/2024		202,935	FY 1.00
			Director/Chair	Special		10/30/2024	202,935	FY 1.00
09/09	Zalesky, Douglas D	Eastern NE Rsch & Ext Center	Director	Special	10/31/2024		205,355	FY 1.00
			Director	Special		10/30/2024	205,355	FY 1.00
06/01	Annual Adjustment							
06/03	External (Market) Adjustment							
06/06	Internal (Equity) Adjustment							
09/07	Position Add/Change							
09/09	Other Status Change							
09/10	Extension of Appointment							
09/13	Reappointment							
29/01	Change Employment %							

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**UNIVERSITY OF NEBRASKA AT KEARNEY**  
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	<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>
06/03	Ackermann, Katie M	Womens Softball	Head Coach - Softball	Special	10/1/2024		60,000 FY	1.00
			Head Coach - Softball	Special		9/30/2024	53,238 FY	1.00
09/09	Hill, Toni L	Counseling School Psych & Family Sci	Professor	Continuous	12/4/2024		51,160 AY	0.60
			Professor	Continuous		8/31/2024	50,026 AY	0.60
			Chairperson	Special	12/4/2024	2/28/2025	39,900 AY	0.40
			Chairperson	Special		8/31/2024	38,976 AY	0.40
09/09	Hof, David D	Counseling School Psych & Family Sci	Professor	Continuous	12/4/2024		87,423 AY	1.00
			Professor	Continuous		8/31/2024	85,486 AY	1.00
09/07	Sheldon, Jane	Business and Finance	Interim Vice Chancellor Business/Finance	Special	12/1/2024	6/30/2025	215,000 FY	1.00
		AVCBF/Business Services	Assoc Vice Chancellor Business & Finance	Special		11/30/2024	175,000 FY	1.00

06/03 External (Market) Adjustment  
09/07 Position Add/Change  
09/09 Other Status Change

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UNIVERSITY OF NEBRASKA AT KEARNEY  
NEW APPOINTMENTS

- No New Appointments

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**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>
06/03	Ackermann, Katie M	Womens Softball	Head Coach - Softball	Special	10/1/2024		60,000 FY	1.00
			Head Coach - Softball	Special		9/30/2024	53,238 FY	1.00
09/09	Hill, Toni L	Counseling School Psych & Family Sci	Professor	Continuous	12/4/2024		51,160 AY	0.60
			Professor	Continuous		8/31/2024	50,026 AY	0.60
			Chairperson	Special	12/4/2024	2/28/2025	39,900 AY	0.40
			Chairperson	Special		8/31/2024	38,976 AY	0.40
09/09	Hof, David D	Counseling School Psych & Family Sci	Professor	Continuous	12/4/2024		87,423 AY	1.00
			Professor	Continuous		8/31/2024	85,486 AY	1.00
09/07	Sheldon, Jane	Business and Finance	Interim Vice Chancellor Business/Finance	Special	12/1/2024	6/30/2025	215,000 FY	1.00
		AVCBF/Business Services	Assoc Vice Chancellor Business & Finance	Special		11/30/2024	175,000 FY	1.00

06/03 External (Market) Adjustment  
09/07 Position Add/Change  
09/09 Other Status Change

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**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>
Altartouri, Bara	Center for Biotechnology	Research Assistant Professor	Faculty Research	12/2/2024	11/30/2027	70,000	FY	1.00
Cook, Hannah D	Ctr on Children Families & the Law	Associate Program Director	Special	11/4/2024	11/3/2025	70,000	FY	1.00
Decker, Stacey A	University Television	General Manager and CEO	Special	10/14/2024		275,000	FY	1.00
Di Bernardo, Joel P	Vet & Biomedical Sciences	Asst Professor	Specific	10/1/2024		125,000	FY	1.00
Fritz, Greg A	4-H Youth Development	Exten Professor	Special	11/1/2024	10/31/2029	105,000	FY	1.00
Kaufman, Graham J	Electrical & Computer Engineering	Research Assistant Professor	Faculty Research	11/1/2024	5/14/2027	85,000	AY	1.00
Li, Shiyang	Mathematics	Assistant Professor	Specific	11/1/2024		95,000	AY	1.00
Liu, Lingyl	Food Science & Technology	Asst Prof Practice	Specific	10/1/2024	6/30/2027	91,000	FY	1.00
Moses, Timothy P	Buros Center for Testing	Research Professor	Faculty Research	12/2/2024	12/31/2028	120,000	FY	1.00
Muncy, Nathan M	Center for Brain Biology & Behavior	Research Assistant Professor	Faculty Research	10/1/2024	9/30/2027	65,000	FY	1.00
Murad, Mohammad	On Biological Systems Engineering	Rsch Asst Professor	Faculty Research	11/1/2024	10/31/2027	90,000	FY	1.00
Palmer, Lee K	Food Science & Technology	Asst Prof Practice	Faculty Practice	10/1/2024	6/30/2027	91,000	FY	1.00
Roes, Caitlin M	NE Ext Engagement Zone 1	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00
Weber, Barry M	NE Ext Engagement Zone 11	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN**  
**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
09/07	Anderson, Deanna M	Student Life	Vice Chancellor	Special	11/1/2024	275,010	FY 1.00	
		Student Affairs	Vice Chancellor	Special	10/31/2024	275,010	FY 1.00	
09/07	Barker, Marco J	Office of the Chancellor	Senior Advisor	Special	11/16/2024	1/12/2025	274,676	FY 1.00
		Office of Diversity and Inclusion	Vice Chancellor, Diversity & Inclusion	Special	11/15/2024	274,676	FY 1.00	
09/07	Barlow, Steven M	Special Ed & Communic Disorders	Professor	Continuous	10/1/2024	271,965	FY 1.00	
			Professor	Continuous	9/30/2024	271,965	FY 1.00	
		Center for Brain Biology & Behavior	Associate Director, CB3	Special	9/30/2024	15,000	FY 0.00	
06/03	Beegum, Sahila	Water Center	RsCh Asst Professor	Faculty Resear	11/1/2024	9/30/2026	87,000	FY 1.00
			RsCh Asst Professor	Faculty Research	10/31/2024	85,241	FY 1.00	
09/10	Duarte de Val, Marina	NE Ext Engagement Zone 8	Asst Exten Educator	Special	12/11/2024	57,109	FY 1.00	
			Asst Exten Educator	Special	12/10/2024	57,109	FY 1.00	
09/09	Faller, Ronald Keith	Midwest Roadside Safety Facility	Cather Professorship	Special	11/5/2024	6/30/2027	5,000	FY 0.00
		Civil & Environmental Engr-Lincoln	Cather Professorship	Special	11/4/2024	5,000	FY 0.00	
		Midwest Roadside Safety Facility	Director	Special	11/5/2024	18,119	FY 0.09	
			Director	Special	11/4/2024	18,119	FY 0.09	
			Research Professor	Faculty Resear	11/5/2024	177,717	FY 0.91	
			Research Professor	Faculty Research	11/4/2024	177,717	FY 0.91	
06/03	Fuchs, Brian A	School of Natural Resources	Geoscientist	Special	11/1/2024	91,900	FY 1.00	
			Geoscientist	Special	10/31/2024	90,034	FY 1.00	
09/07	Jhala, Amitkumar	Agronomy & Horticulture	Assoc Department Head	Special	10/1/2024	9/30/2025	42,786	FY 0.20
			Professor	Continuous	10/1/2024	114,096	FY 0.80	
			Professor	Continuous	9/30/2024	142,620	FY 1.00	
09/07	Jones, Sherri M	Research	Senior Research Advisor	Special	11/16/2024	12/31/2025	125,000	FY 0.50
			Interim Vice Chanc - Research & Economic Develop	Special	11/15/2024	375,000	FY 1.00	
09/10		Research	Interim Vice Chanc - Research & Economic Develop	Special	10/8/2024	11/15/2024	375,000	FY 1.00
			Interim Vice Chanc - Research & Economic Develop	Special	10/7/2024	375,000	FY 1.00	
06/06	Knutson, Cody L	School of Natural Resources	RsCh Professor	Faculty Resear	11/1/2024	111,825	FY 1.00	
			RsCh Professor	Faculty Research	10/31/2024	109,317	FY 1.00	
29/01	Kuenning, Deborah L	NE Ext Engagement Zone 4	Assoc Exten Educator	Special	11/1/2024	71,363	FY 1.00	



**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN**  
**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>	
09/07	Lahne, Ryan Lee	Student Life	Assoc Exten Educator	Special		10/31/2024	57,091	FY	0.80
		Student Affairs	Assistant Vice Chancellor	Special	11/1/2024		158,979	FY	1.00
09/07	Neta, Maital	Psychology	Assistant Vice Chancellor	Special		10/31/2024	158,979	FY	1.00
			Happold Professorship	Special		5/11/2029	5,000	AY	0.00
			Happold Professorship	Special			5,000	AY	0.00
			Professor	Continuous	10/1/2024		124,768	AY	1.00
09/07	Overocker, Jonathan S	Center for Brain Biology & Behavior	Professor	Continuous		9/30/2024	124,768	AY	1.00
		Student Life	Associate Director, CB3	Special		9/30/2024	15,000	AY	0.00
		Student Affairs	Associate Vice Chancellor	Special	11/1/2024		169,639	FY	1.00
09/07	PeeksMease, Jennifer J	Office of Diversity and Inclusion	Associate Vice Chancellor	Special		10/31/2024	169,639	FY	1.00
		Office of the Exec Vice Chancellor	Asst VC, Inclusive Leadership & Learning	Special		11/14/2024	135,447	FY	1.00
06/06	Puniya, Bhanwar Lal	Biochemistry	Director of Faculty Success	Special	11/15/2024		135,447	FY	1.00
			Rschr Asst Professor	Faculty Resear	10/1/2024	4/30/2026	98,000	FY	1.00
09/10	Rault, Leslie C	Entomology	Rschr Asst Professor	Faculty Research		9/30/2024	94,095	FY	1.00
			Rschr Asst Professor	Faculty Resear	10/1/2024	12/31/2024	64,311	FY	1.00
09/13	Reil, Molly K	College of Ag Sci & Nat Res	Rschr Asst Professor	Faculty Research		9/30/2024	64,311	FY	1.00
			Asst Prof Practice	Faculty Practic	10/14/2024	10/13/2027	69,751	FY	1.00
09/07	Spangler, Matthew L	Animal Science	Asst Prof Practice	Faculty Practice		10/13/2024	69,751	FY	1.00
			Professor	Continuous	10/1/2024		161,670	FY	1.00
			Prfsp/Ronnie Green	Special	10/1/2024	9/30/2029	10,000	FY	0.00
09/07	Soliz, Jordan E	Communication Studies	Professor	Continuous		9/30/2024	161,670	FY	1.00
			Leland & Dorothy Olson Chair Professrshp	Special		5/16/2025	5,000	AY	0.00
		Research	Leland & Dorothy Olson Chair Professrshp	Special			5,000	AY	0.00
		Communication Studies	Interim Research Integrity Officer	Special	11/16/2024	8/17/2025	63,658	AY	0.30
09/10	Suarez, Mauricio	Psychology	Professor	Continuous	11/16/2024		89,121	AY	0.70
			Professor	Continuous		11/15/2024	127,315	AY	1.00
			Research Assistant Professor	Faculty Resear	10/3/2024	1/13/2025	61,311	FY	1.00
09/13	Swanson, Rebecca D	4-H Youth Development	Research Assistant Professor	Faculty Research		10/2/2024	61,311	FY	1.00
			Exten Asst Professor	Special	10/19/2024	10/18/2025	77,847	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN**  
**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
09/10 Wang, Zhen	Agronomy & Horticulture	Exten Asst Professor	Special		10/18/2024	77,847	FY	1.00
		Rsch Asst Professor	Faculty Resear	12/1/2024	11/30/2025	61,560	FY	1.00
		Rsch Asst Professor	Faculty Research		11/30/2024	61,560	FY	1.00
06/03	External (Market) Adjustment							
06/06	Internal (Equity) Adjustment							
09/07	Position Add/Change							
09/09	Other Status Change							
09/10	Extension of Appointment							
09/13	Reappointment							
29/01	Change Employment %							

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**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>
Altartouri, Bara	Center for Biotechnology	Research Assistant Professor	Faculty Research	12/2/2024	11/30/2027	70,000	FY	1.00
Cook, Hannah D	Ctr on Children Families & the Law	Associate Program Director	Special	11/4/2024	11/3/2025	70,000	FY	1.00
Decker, Stacey A	University Television	General Manager and CEO	Special	10/14/2024		275,000	FY	1.00
Di Bernardo, Joel P	Vet & Biomedical Sciences	Asst Professor	Specific	10/1/2024		125,000	FY	1.00
Fritz, Greg A	4-H Youth Development	Exten Professor	Special	11/1/2024	10/31/2029	105,000	FY	1.00
Kaufman, Graham J	Electrical & Computer Engineering	Research Assistant Professor	Faculty Research	11/1/2024	5/14/2027	85,000	AY	1.00
Li, Shiyang	Mathematics	Assistant Professor	Specific	11/1/2024		95,000	AY	1.00
Liu, Lingyl	Food Science & Technology	Asst Prof Practice	Specific	10/1/2024	6/30/2027	91,000	FY	1.00
Moses, Timothy P	Buros Center for Testing	Research Professor	Faculty Research	12/2/2024	12/31/2028	120,000	FY	1.00
Muncy, Nathan M	Center for Brain Biology & Behavior	Research Assistant Professor	Faculty Research	10/1/2024	9/30/2027	65,000	FY	1.00
Murad, Mohammad	On Biological Systems Engineering	Rsch Asst Professor	Faculty Research	11/1/2024	10/31/2027	90,000	FY	1.00
Palmer, Lee K	Food Science & Technology	Asst Prof Practice	Faculty Practice	10/1/2024	6/30/2027	91,000	FY	1.00
Roes, Caitlin M	NE Ext Engagement Zone 1	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00
Weber, Barry M	NE Ext Engagement Zone 11	Asst Exten Educator	Special	12/1/2024		58,000	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN**  
**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
09/07	Anderson, Deanna M	Student Life	Vice Chancellor	Special	11/1/2024	275,010	FY 1.00
		Student Affairs	Vice Chancellor	Special	10/31/2024	275,010	FY 1.00
09/07	Barker, Marco J	Office of the Chancellor	Senior Advisor	Special	11/16/2024	1/12/2025	274,676 FY 1.00
		Office of Diversity and Inclusion	Vice Chancellor, Diversity & Inclusion	Special	11/15/2024	274,676	FY 1.00
09/07	Barlow, Steven M	Special Ed & Communic Disorders	Professor	Continuous	10/1/2024	271,965	FY 1.00
			Professor	Continuous	9/30/2024	271,965	FY 1.00
		Center for Brain Biology & Behavior	Associate Director, CB3	Special	9/30/2024	15,000	FY 0.00
06/03	Beegum, Sahila	Water Center	RsCh Asst Professor	Faculty Resear	11/1/2024	9/30/2026	87,000 FY 1.00
			RsCh Asst Professor	Faculty Research	10/31/2024	85,241	FY 1.00
09/10	Duarte de Val, Marina	NE Ext Engagement Zone 8	Asst Exten Educator	Special	12/11/2024	57,109	FY 1.00
			Asst Exten Educator	Special	12/10/2024	57,109	FY 1.00
09/09	Faller, Ronald Keith	Midwest Roadside Safety Facility	Cather Professorship	Special	11/5/2024	6/30/2027	5,000 FY 0.00
		Civil & Environmental Engr-Lincoln	Cather Professorship	Special	11/4/2024	5,000	FY 0.00
		Midwest Roadside Safety Facility	Director	Special	11/5/2024	18,119	FY 0.09
			Director	Special	11/4/2024	18,119	FY 0.09
			Research Professor	Faculty Resear	11/5/2024	177,717	FY 0.91
			Research Professor	Faculty Research	11/4/2024	177,717	FY 0.91
06/03	Fuchs, Brian A	School of Natural Resources	Geoscientist	Special	11/1/2024	91,900	FY 1.00
			Geoscientist	Special	10/31/2024	90,034	FY 1.00
09/07	Jhala, Amitkumar	Agronomy & Horticulture	Assoc Department Head	Special	10/1/2024	9/30/2025	42,786 FY 0.20
			Professor	Continuous	10/1/2024	114,096	FY 0.80
			Professor	Continuous	9/30/2024	142,620	FY 1.00
09/07	Jones, Sherri M	Research	Senior Research Advisor	Special	11/16/2024	12/31/2025	125,000 FY 0.50
			Interim Vice Chanc - Research & Economic Develop	Special	11/15/2024	375,000	FY 1.00
09/10		Research	Interim Vice Chanc - Research & Economic Develop	Special	10/8/2024	11/15/2024	375,000 FY 1.00
			Interim Vice Chanc - Research & Economic Develop	Special	10/7/2024	375,000	FY 1.00
06/06	Knutson, Cody L	School of Natural Resources	RsCh Professor	Faculty Resear	11/1/2024	111,825	FY 1.00
			RsCh Professor	Faculty Research	10/31/2024	109,317	FY 1.00
29/01	Kuenning, Deborah L	NE Ext Engagement Zone 4	Assoc Exten Educator	Special	11/1/2024	71,363	FY 1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA-LINCOLN**  
**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>		
09/07	Lahne, Ryan Lee	Student Life	Assoc Exten Educator	Special		10/31/2024	57,091	FY	0.80
		Student Affairs	Assistant Vice Chancellor	Special	11/1/2024		158,979	FY	1.00
09/07	Neta, Maital	Psychology	Assistant Vice Chancellor	Special		10/31/2024	158,979	FY	1.00
		Psychology	Happold Professorship	Special		5/11/2029	5,000	AY	0.00
		Psychology	Happold Professorship	Special			5,000	AY	0.00
		Psychology	Professor	Continuous	10/1/2024		124,768	AY	1.00
09/07	Overocker, Jonathan S	Center for Brain Biology & Behavior	Professor	Continuous		9/30/2024	124,768	AY	1.00
		Student Life	Associate Director, CB3	Special		9/30/2024	15,000	AY	0.00
		Student Affairs	Associate Vice Chancellor	Special	11/1/2024		169,639	FY	1.00
09/07	PeeksMease, Jennifer J	Office of Diversity and Inclusion	Associate Vice Chancellor	Special		10/31/2024	169,639	FY	1.00
		Office of the Exec Vice Chancellor	Asst VC, Inclusive Leadership & Learning	Special		11/14/2024	135,447	FY	1.00
06/06	Puniya, Bhanwar Lal	Biochemistry	Director of Faculty Success	Special	11/15/2024		135,447	FY	1.00
		Biochemistry	Rsch Asst Professor	Faculty Resear	10/1/2024	4/30/2026	98,000	FY	1.00
09/10	Rault, Leslie C	Entomology	Rsch Asst Professor	Faculty Research		9/30/2024	94,095	FY	1.00
		Entomology	Rsch Asst Professor	Faculty Resear	10/1/2024	12/31/2024	64,311	FY	1.00
09/13	Reil, Molly K	College of Ag Sci & Nat Res	Rsch Asst Professor	Faculty Research		9/30/2024	64,311	FY	1.00
		College of Ag Sci & Nat Res	Asst Prof Practice	Faculty Practic	10/14/2024	10/13/2027	69,751	FY	1.00
09/07	Spangler, Matthew L	Animal Science	Asst Prof Practice	Faculty Practice		10/13/2024	69,751	FY	1.00
		Animal Science	Professor	Continuous	10/1/2024		161,670	FY	1.00
		Animal Science	Prfsp/Ronnie Green	Special	10/1/2024	9/30/2029	10,000	FY	0.00
09/07	Soliz, Jordan E	Communication Studies	Professor	Continuous		9/30/2024	161,670	FY	1.00
		Communication Studies	Leland & Dorothy Olson Chair Professrshp	Special		5/16/2025	5,000	AY	0.00
		Communication Studies	Leland & Dorothy Olson Chair Professrshp	Special			5,000	AY	0.00
		Research	Interim Research Integrity Officer	Special	11/16/2024	8/17/2025	63,658	AY	0.30
09/10	Suarez, Mauricio	Communication Studies	Professor	Continuous	11/16/2024		89,121	AY	0.70
		Psychology	Professor	Continuous		11/15/2024	127,315	AY	1.00
		Psychology	Research Assistant Professor	Faculty Resear	10/3/2024	1/13/2025	61,311	FY	1.00
09/13	Swanson, Rebecca D	4-H Youth Development	Research Assistant Professor	Faculty Research		10/2/2024	61,311	FY	1.00
		4-H Youth Development	Exten Asst Professor	Special	10/19/2024	10/18/2025	77,847	FY	1.00

**PERSONNEL REPORT  
10/01/2024 - 12/31/2024  
UNIVERSITY OF NEBRASKA-LINCOLN  
ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
09/10 Wang, Zhen	Agronomy & Horticulture	Exten Asst Professor	Special		10/18/2024	77,847	FY	1.00
		Rsch Asst Professor	Faculty Resear	12/1/2024	11/30/2025	61,560	FY	1.00
		Rsch Asst Professor	Faculty Research		11/30/2024	61,560	FY	1.00
06/03	External (Market) Adjustment							
06/06	Internal (Equity) Adjustment							
09/07	Position Add/Change							
09/09	Other Status Change							
09/10	Extension of Appointment							
09/13	Reappointment							
29/01	Change Employment %							

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**  
**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Adams, Claire J	Psychiatry	Asst Professor	Special	11/1/2024		45,000	FY	1.00
Agarwal, Shubham	Int Med DEM	Asst Professor	Health Prof	10/6/2024	6/30/2026	21,660	FY	0.38
Alfaidi, Mabruka	Cellular/Integrative Physiology	Asst Professor	Health Prof	11/1/2024		60,000	FY	1.00
	Cellular/Integrative Physiology	Research Scientist	Special	11/1/2024		52,000	FY	0.00
	Radiation Oncology	Translational Resch Facilitator	Special	11/1/2024		15,000	FY	0.00
Bartee, Robert D	Chancellor's Support Staff	Advisor, Strategic Relations	Special	10/1/2024		79,660	FY	0.30
Croghan, Anna	Neurological Sciences	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY	1.00
Emodi, Alyssa R	Int Med Geriatrics/Palliative Med	Asst Professor	Health Prof	11/1/2024	6/30/2029	45,000	FY	1.00
Iribarren, Sofia	COD-Growth and Development	Asst Professor	Health Prof	11/1/2024	6/30/2027	130,000	FY	1.00
Isaacson, Mary J	CON-Omaha Division	Assoc Professor	Continuous	10/15/2024		145,000	FY	1.00
	CON-Omaha Division	Heide Sorensen Professor of Nursing	Special	10/15/2024	6/30/2029	5,000	FY	0.00
Kaipust, Nicole M	Int Med General Medicine	Asst Professor	Health Prof	11/1/2024	6/30/2026	45,000	FY	1.00
Kunz, Gina M	MMI Psychology	Assoc Dir Prog Growth & Sustainability	Special	11/1/2024		5,000	FY	0.00
	MMI Psychology	Professor	Continuous	11/1/2024		60,000	FY	1.00
	MMI Psychology	Research Scientist	Special	11/1/2024		92,500	FY	0.00
Lankford, Derek J	CON-Administration	Assistant Dean of Finance and Operations	Special	10/14/2024		150,000	FY	1.00
Ling, Angela M	Emergency Medicine	Research Scientist	Special	10/1/2024	6/30/2025	100,000	FY	0.00
Makam, Kasaiah	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	12/1/2024	6/30/2029	75,000	FY	1.00
Millen, Janelle-Cheri	Surgical Oncology	Asst Professor	Health Prof	10/1/2024	6/30/2029	75,000	FY	1.00
Munawar, Immad	Int Med Pulmonary	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY	1.00
Null, Mary Elizabeth H	Pediatrics Genetics	Asst Professor	Health Prof	11/1/2024	6/30/2026	45,000	FY	1.00
Pritschau, Jami L	Family Medicine	Asst Professor	Special	11/1/2024		90,553	FY	0.50
Sarche, Michelle C	MMI Education and Child Development	BECI Project Lead	Special	12/1/2024		20,000	FY	0.00
	MMI Education and Child Development	Professor	Continuous	12/1/2024		60,000	FY	1.00
	MMI Education and Child Development	Research Scientist	Special	12/1/2024		160,000	FY	0.00
Satuluri, Pallavi	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	12/1/2024	6/30/2029	75,000	FY	1.00
Swenson, Sarah A	Pediatrics Newborn Medicine	Asst Professor	Health Prof	10/25/2024	6/30/2026	45,000	FY	1.00
Wagoner, Jill K	Int Med DEM	Asst Professor	Health Prof	11/1/2024	6/30/2029	45,000	FY	1.00
Xie, Xuanhua	Eppley Inst Faculty	Asst Professor	Health Prof	10/1/2024	6/30/2027	60,000	FY	1.00
	Eppley Inst Faculty	Research Scientist	Special	10/1/2024		50,000	FY	0.00

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06/00	Alfaidi, Mabruka	Cellular/Integrative Physiology	Asst Professor	Health Prof	11/1/2024		60,000	FY	1.00
			Research Scientist	Special	11/1/2024		52,000	FY	0.00
		Radiation Oncology	Translational Resch Facilitator	Special	11/1/2024		15,000	FY	0.00
09/07	Band, Vimla	Genetics Cell Biology & Anatomy	Professor	Continuous	11/1/2024		167,155	FY	0.75
			Professor	Continuous		10/31/2024	167,155	FY	0.75
			Chairperson	Special	11/1/2024		54,134	FY	0.25
			Chairperson	Special		10/31/2024	54,134	FY	0.25
			Chairperson Stipend	Special	11/1/2024		50,000	FY	0.00
			Chairperson Stipend	Special		10/31/2024	50,000	FY	0.00
			Research Scientist	Special	11/1/2024	6/30/2025	65,323	FY	0.00
			Research Scientist	Special		10/31/2024	65,323	FY	0.00
		Eppley Inst Faculty	Prgm Dir, Breast Cancer Rsch Program	Special	11/1/2024		5,000	FY	0.00
			Prgm Dir, Breast Cancer Rsch Program	Special		10/31/2024	5,000	FY	0.00
09/07	Bennett, Gregory W	COD-Adult Restorative	Interim Chairperson	Special	11/1/2024		20,000	FY	0.00
			Interim Chairperson	Special		10/31/2024	20,000	FY	0.00
		COD-Dental Administration	Boos Ferguson Faculty Fellowship	Special	11/1/2024	6/30/2029	5,000	FY	0.00
		COD-Adult Restorative	Assoc Professor	Health Prof	11/1/2024	6/30/2025	131,910	FY	1.00
			Assoc Professor	Health Prof		10/31/2024	131,910	FY	1.00
09/07	Bergan, Raymond C	Eppley Inst Faculty	Research Scientist	Special	10/1/2024		110,410	FY	0.00
			Research Scientist	Special		9/30/2024	110,410	FY	0.00
			Professor	Continuous	10/1/2024		258,292	FY	1.00
			Professor	Continuous		9/30/2024	258,292	FY	1.00
			Deputy Director	Special	10/1/2024		75,000	FY	0.00
			Deputy Director	Special		9/30/2024	75,000	FY	0.00
09/07	Bilunas, Alexandra L	COD-Growth and Development	Director MMI Caring for Champions Clinic	Special	11/1/2024		3,000	FY	0.00
			Asst Professor	Health Prof	11/1/2024	6/30/2027	130,000	FY	1.00
			Asst Professor	Health Prof		10/31/2024	130,000	FY	1.00
29/01	Black, Adrian R	Eppley Inst Faculty	Director of Tissue Sciences	Special	10/1/2024		10,000	FY	0.00
			Director of Tissue Sciences	Special		9/30/2024	10,000	FY	0.00
			Asst Professor	Special	10/1/2024		90,480	FY	1.00
			Asst Professor	Special		9/30/2024	75,408	FY	0.85
09/07	Blake, Anthony J R	COPH Office of the Dean	Director of Professional Programs	Other		9/30/2024	97,850	FY	1.00



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	COPH Environ, Agri & Occ Health	Asst Professor	Special	10/1/2024		97,850	FY 1.00
09/55	COPH Office of the Dean	Director of Professional Programs	Other		9/30/2024	97,850	FY 1.00
	COPH Environ, Agri & Occ Health	Asst Professor	Special	10/1/2024		97,850	FY 1.00
09/07	Casey, Carol A	Int Med GI	Professor	11/1/2024	6/30/2026	40,100	FY 0.50
		Professor	Health Prof		10/31/2024	40,100	FY 0.50
		Research Scientist	Special	11/1/2024	6/30/2025	51,159	FY 0.00
		Research Scientist	Special		10/31/2024	51,159	FY 0.00
06/03	Cochran, Teresa M	CAHP Physical Therapy	Assoc Professor	10/1/2024	6/30/2027	132,749	FY 1.00
		Assoc Professor	Health Prof		9/30/2024	117,219	FY 1.00
	CAHP Administration	Associate Dean	Special	10/1/2024		29,251	FY 0.00
		Assistant Dean	Special		9/30/2024	19,265	FY 0.00
09/07		CAHP Physical Therapy	Assoc Professor	10/1/2024	6/30/2027	132,749	FY 1.00
		Assoc Professor	Health Prof		9/30/2024	117,219	FY 1.00
	CAHP Administration	Associate Dean	Special	10/1/2024		29,251	FY 0.00
		Assistant Dean	Special		9/30/2024	19,265	FY 0.00
09/07	Davis, John S	Obstetrics/Gynecology	Professor	11/1/2024		145,597	FY 0.60
		Professor	Continuous		10/31/2024	145,597	FY 0.60
09/07	Downey, Ryan T	Radiology	Assoc Professor	10/1/2024		46,500	FY 1.00
		Assoc Professor	Special		9/30/2024	46,500	FY 1.00
09/07	Dutt, Vivek	Orthopaedic Surgery	Asst Professor	10/1/2024	6/30/2027	57,200	FY 1.00
		Asst Professor	Health Prof		9/30/2024	57,200	FY 1.00
09/07	ElRayes, Wael	COPH Health Services Res & Admin	Assoc Professor	12/31/2024	6/30/2025	165,000	FY 1.00
		Assoc Professor	Health Prof		12/30/2024	165,000	FY 1.00
	COPH Ctr for Global Hlth & Dev	Co-Dir Ctr for Global Hlth and Dev	Special	12/31/2024		10,000	FY 0.00
		Co-Dir Ctr for Global Hlth and Dev	Special		12/30/2024	10,000	FY 0.00
	COPH Health Services Res & Admin	MHA Director	Special		12/30/2024	5,000	FY 0.00
06/06	Fan, Shan	Ophthalmology and Visual Sciences	Research Scientist	12/1/2024	6/30/2025	23,725	FY 0.00
		Research Scientist	Special		11/30/2024	11,300	FY 0.00
		Asst Professor	Special	12/1/2024		71,452	FY 1.00
		Asst Professor	Special		11/30/2024	71,452	FY 1.00
09/07	Florell, Melissa C	CON-Kearney Division	Asst Professor	12/11/2024		85,181	AY 1.00
		Asst Professor	Special		12/10/2024	85,181	AY 1.00

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09/07	Gagnon, Kali Z	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY 1.00
			Asst Professor	Health Prof		9/30/2024	45,000	FY 1.00
09/07	Garrison, Jered C	COP Pharmaceutical Science	Vice Chair	Special		12/30/2024	5,000	FY 0.00
			Professor	Continuous	12/31/2024		162,327	FY 1.00
			Professor	Continuous		12/30/2024	162,327	FY 1.00
09/07	Garvin, Robert P	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY 1.00
			Asst Professor	Health Prof		9/30/2024	45,000	FY 1.00
09/07	Goodenberger, Martin Halmes	Radiology	Assoc Professor	Special	10/1/2024		36,520	FY 0.80
			Assoc Professor	Special		9/30/2024	36,520	FY 0.80
09/07	Guda, Chittibabu	Dean College of Medicine	Asst Dean for Rsrch Development	Special	11/1/2024		5,000	FY 0.00
			Asst Dean for Rsrch Development	Special		10/31/2024	5,000	FY 0.00
		Genetics Cell Biology & Anatomy	Professor	Continuous	11/1/2024		180,572	FY 1.00
			Professor	Continuous		10/31/2024	180,572	FY 1.00
			Dir Bioinformatics & Sys Biol Core Facil	Special	11/1/2024		50,000	FY 0.00
			Dir Bioinformatics & Sys Biol Core Facil	Special		10/31/2024	50,000	FY 0.00
			Vice Chair, Bioinformatics Rsch & Trng	Special	11/1/2024		5,000	FY 0.00
			Vice Chair, Bioinformatics Rsch & Trng	Special		10/31/2024	5,000	FY 0.00
			Research Scientist	Special	11/1/2024		52,205	FY 0.00
			Research Scientist	Special		10/31/2024	52,205	FY 0.00
		Vice Chancellor for Research	Chief Bioinformatics/Rsearch Comput Ofcr	Special	11/1/2024		35,000	FY 0.00
			Chief Bioinformatics/Rsearch Comput Ofcr	Special		10/31/2024	35,000	FY 0.00
09/07	Haider, Hani	Orthopaedic Surgery	Research Scientist	Special	10/1/2024		39,159	FY 0.00
			Research Scientist	Special		9/30/2024	39,159	FY 0.00
			Professor	Health Prof	10/1/2024	6/30/2027	161,325	FY 1.00
			Professor	Health Prof		9/30/2024	161,325	FY 1.00
09/07	Hansen, Neil J	Radiology	Professor	Special	10/1/2024		97,461	FY 1.00
			Professor	Special		9/30/2024	97,461	FY 1.00
09/07	Hasley, Brian P	Orthopaedic Surgery	Assoc Professor	Health Prof	10/1/2024	6/30/2027	90,539	FY 1.00
			Assoc Professor	Health Prof		9/30/2024	90,539	FY 1.00
09/07	Hingorani, Sunil R	Eppley Inst PCCE	Research Scientist	Special	10/1/2024		338,775	FY 0.00
			Research Scientist	Special		9/30/2024	338,775	FY 0.00
			Professor	Health Prof	10/1/2024	6/30/2027	55,200	FY 1.00

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		Professor	Health Prof		9/30/2024	55,200	FY	1.00
09/08	Hollins, Michael D	iEXCEL	Asst VC Creative Prod/Emergng Tech	Special	11/1/2024	155,000	FY	1.00
		Assoc Exec Dir, Comm & Business Strategy	Other		10/31/2024	125,505	FY	1.00
29/01	Hotaling, Patricia B	CON-Omaha Division	Clinical Asst Professor	Special	10/7/2024	42,551	AY	0.50
		Clinical Asst Professor	Special		10/6/2024	68,082	AY	0.80
09/07	Howell, Michelle C	Academic Affairs	Education Researcher	Special	11/21/2024	96,493	FY	1.00
		Education Researcher	Special		11/20/2024	96,493	FY	1.00
06/06	Hrncirik, Michael A	Finance and Business Services	Asst Vice Chancellor, B&F and Controller	Special	10/1/2024	180,000	FY	1.00
		Asst Vice Chancellor, B&F and Controller	Special		9/30/2024	156,000	FY	1.00
09/07	Johnson, Craig M	Radiology	Assoc Professor	Special	10/1/2024	105,582	FY	1.00
		Assoc Professor	Special		9/30/2024	105,582	FY	1.00
09/01	Korshoj, Lee E	Pathology, Microbiology & Immunolog	Research Scientist	Special	10/1/2024	40,000	FY	0.00
		Asst Professor	Health Prof		10/1/2024	60,000	FY	1.00
		Post-Doc Rsch Assoc	Health Prof		9/30/2024	66,188	FY	1.00
09/10	Markin, Rodney S	Pathology, Microbiology & Immunolog	Professor	Continuous	11/1/2024	10,743	FY	0.04
		Professor	Continuous		10/31/2024	10,743	FY	0.04
		David Purtilo Distinguished Chair-Path	Special		11/1/2024	10,000	FY	0.05
		David Purtilo Distinguished Chair-Path	Special		10/31/2024	10,000	FY	0.05
		Business and Finance	Assoc VC for Business Development	Special	11/1/2024	244,595	FY	0.91
		Assoc VC for Business Development	Special		10/31/2024	244,595	FY	0.91
09/07	McLaughlin, Mac T	Neurological Sciences	Asst Professor	Special	12/1/2024	34,875	FY	0.75
		Asst Professor	Special		11/30/2024	46,500	FY	1.00
06/06	McVicker, Benita L	Int Med GI	Assoc Professor	Special	10/1/2024	39,905	FY	0.50
		Assoc Professor	Special		9/30/2024	39,905	FY	0.50
		Research Scientist	Special		10/1/2024	9,371	FY	0.00
		Research Scientist	Special		9/30/2024	647	FY	0.00
09/07	Messbarger, Robert C	Family Medicine	Associate Professor	Special	10/1/2024	90,553	FY	0.50
		Associate Professor	Special		9/30/2024	90,553	FY	0.50
09/07	Michaud, Tzeyu L	COPH Health Promotion	Director- PhD Program and Acad. Dev.	Special	10/1/2024	10,000	FY	0.00
		Asst Professor	Health Prof		10/1/2024	105,844	FY	1.00
		Asst Professor	Health Prof		9/30/2024	105,844	FY	1.00
		PhD Program Director	Special		9/30/2024	5,000	FY	0.00

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09/07	Mohs, Aaron M	COP Dean's Office	Associate Dean, Rsrch and Grad Studies	Special	11/1/2024	20,000	FY	0.00
			Associate Dean, Rsrch and Grad Studies	Special	10/31/2024	20,000	FY	0.00
		COP Pharmaceutical Science	BSPS Director	Special	11/1/2024	10,000	FY	0.00
			Professor	Continuous	11/1/2024	155,306	FY	1.00
			Professor	Continuous	10/31/2024	155,306	FY	1.00
09/07	Mukherjee, Maheswari	CAHP Cytotechnology	Assoc Professor	Continuous	10/25/2024	98,831	FY	1.00
			Assoc Professor	Continuous	10/24/2024	98,831	FY	1.00
			Program Director	Special	10/25/2024	10,500	FY	0.00
			Program Director	Special	10/24/2024	10,500	FY	0.00
09/07	Narayanasamy, Prabakaran	Pathology, Microbiology & Immunolog	Research Scientist	Special	11/30/2024	20,167	FY	0.00
		Graduate Medical Education	House Officer Assistance Program Manager	Other	12/1/2024	20,167	FY	0.00
		Int Med Pulmonary	Asst Professor	Special	12/1/2024	60,400	FY	1.00
		Pathology, Microbiology & Immunolog	Asst Professor	Special	11/30/2024	60,400	FY	1.00
09/07	Nickol, Jennifer L	Int Med Cardiovascular Medicine	Asst Professor	Special	10/1/2024	45,000	FY	1.00
			Asst Professor	Special	9/30/2024	45,000	FY	1.00
09/07	Nordness, Amy S	MMI Clinical Services	Director of Clinical Services	Special	11/1/2024	11,000	FY	0.00
			Director of Clinical Services	Special	10/31/2024	11,000	FY	0.00
		MMI Administration	Associate Director	Special	11/1/2024	140,971	FY	0.70
			Associate Director	Special	10/31/2024	140,971	FY	0.70
			Robert-Myrna Krohn Family Professorship	Special	11/1/2024	10,000	FY	0.00
			Assoc Director Stipend	Special	11/1/2024	18,000	FY	0.00
			Assoc Director Stipend	Special	10/31/2024	18,000	FY	0.00
		MMI Speech Pathology	Clinical Provider	Special	11/1/2024	5,416	FY	0.00
			Clinical Provider	Special	10/31/2024	5,416	FY	0.00
			Assoc Professor	Health Prof	11/1/2024	55,000	FY	0.30
			Assoc Professor	Health Prof	10/31/2024	55,000	FY	0.30
29/01	Nunnenkamp, Taylor A	CON-Lincoln Division	Clinical Asst Professor	Special	10/14/2024	83,025	AY	1.00
			Clinical Asst Professor	Special	10/13/2024	33,210	AY	0.40
09/07	Obermeier Schneider, Erin E	COPH Health Promotion	Asst Professor	Health Prof	11/1/2024	104,990	FY	1.00
			Asst Professor	Health Prof	10/31/2024	104,990	FY	1.00
			HPRO Director of Development	Special	11/1/2024	5,000	FY	0.00
09/07	Plewes, Michele R	Ob/Gyn Research Lab	Research Scientist	Special	11/1/2024	30,152	FY	0.00

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		Research Scientist	Special		10/31/2024	30,152	FY 0.00
		Asst Professor	Special	11/1/2024		6,798	FY 0.11
06/06	Ray, Rachel R	Asst Professor	Special		10/31/2024	6,798	FY 0.11
	MMI UCEDD	Asst Professor	Special	11/1/2024		87,041	FY 1.00
		Asst Professor	Special		10/31/2024	82,897	FY 1.00
09/07	Rowley, Michael J	Genetics Cell Biology & Anatomy	Assoc Professor	11/1/2024		70,000	FY 1.00
		Assoc Professor	Continuous		10/31/2024	70,000	FY 1.00
		Director BISB Doctoral Program	Special	11/1/2024		5,000	FY 0.00
		Director BISB Doctoral Program	Special		10/31/2024	5,000	FY 0.00
		Research Scientist	Special	11/1/2024		47,663	FY 0.00
		Research Scientist	Special		10/31/2024	47,663	FY 0.00
09/07	Schmaderer, Myra S	CON-Lincoln Division	Assoc Professor	10/20/2024	1/3/2025	135,451	FY 1.00
		Assoc Professor	Continuous		10/19/2024	135,451	FY 1.00
		Interim Assistant Dean	Special	10/20/2024	1/3/2025	5,000	FY 0.00
		Interim Assistant Dean	Special		10/19/2024	5,000	FY 0.00
09/09	Schumacher, Rachel E	MMI Psychology	Asst Professor	12/1/2024		95,481	FY 1.00
		Asst Professor	Special		11/30/2024	95,481	FY 1.00
06/03	Siu, Ka-Chun	CAHP Physical Therapy	Professor	10/1/2024		133,222	FY 1.00
		Professor	Continuous		9/30/2024	127,222	FY 1.00
09/07	Sleddens, Nicole M	CAHP Physical Therapy	Asst Professor	11/1/2024	6/30/2025	104,181	FY 1.00
		Asst Professor	Health Prof		10/31/2024	104,181	FY 1.00
		Associate Director	Special	11/1/2024		5,000	FY 0.00
29/01	Srinivas, Shubra	Pediatrics Hospitalists	Asst Professor	10/1/2024		45,400	FY 1.00
		Asst Professor	Health Prof		9/30/2024	22,700	FY 0.50
09/07	Stobbe, Benjamin B	iXCEL	Asst VC Adv/Statewide Simulation iXCEL	11/1/2024		229,062	FY 1.00
		Assistant Vice Chancellor, iXCEL	Special	10/15/2024	10/31/2024	229,062	FY 1.00
		Assistant Vice Chancellor, iXCEL	Special		10/14/2024	229,062	FY 1.00
		Assistant Vice Chancellor, iXCEL	Special		10/31/2024	229,062	FY 1.00
09/07	Strong, Michelle R B	COPH Health Promotion	Graduate Program Comm Director		9/30/2024	5,000	FY 0.00
		Asst Professor	Special	10/1/2024		103,000	FY 1.00
		Asst Professor	Special		9/30/2024	103,000	FY 1.00
		HPRO MPH and DrPH Director	Special	10/1/2024		10,000	FY 0.00

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		Curriculum Committee Chair	Special	10/1/2024	6/30/2027	2,500	FY	0.00
09/07	Sullivan, Renee R	CON-Omaha Division	Curriculum Committee Chair		9/30/2024	2,500	FY	0.00
		Nurse Specialist/Instructor	Other		9/30/2024	75,104	AY	1.00
09/07	Sweasy, Joann B	Eppley Inst Faculty	Clinical Assistant Professor	10/1/2024		82,500	AY	1.00
		Professor	Continuous	11/1/2024		350,000	FY	0.00
		Professor	Continuous		10/31/2024	350,000	FY	0.00
		Director	Special	11/1/2024		321,300	FY	1.00
		Director	Special		10/31/2024	321,300	FY	1.00
		Robert Myrna Krohn Chair in Cncr Rsch	Special	11/1/2024	10/31/2028	60,000	FY	0.00
		Robert Myrna Krohn Chair in Cncr Rsch	Special		10/31/2024	60,000	FY	0.00
09/10	Thompson, Jon S	Surgery-Colorectal Surgery	Professor	11/1/2024		142,787	FY	0.92
		Professor	Continuous		10/31/2024	142,787	FY	0.92
		Surgery	Shackelford-Marischal Professorship	11/1/2024	10/31/2029	10,000	FY	0.08
		Shackelford-Marischal Professorship	Special		10/31/2024	10,000	FY	0.08
09/07	Trippier, Paul C	COP Pharmaceutical Science	Prog Leader FPBCC TMD Rsch Program	11/1/2024		20,000	FY	0.00
		Professor	Continuous	11/1/2024		148,350	FY	1.00
		Professor	Continuous		10/31/2024	148,350	FY	1.00
09/07	Wang, Jieqiong	Neurological Sciences	Research Scientist	10/1/2024	6/30/2025	53,300	FY	0.00
		Research Scientist	Special		9/30/2024	53,300	FY	0.00
		Asst Professor	Health Prof	10/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof		9/30/2024	60,000	FY	1.00
09/07	Wan, Shibiao	Genetics Cell Biology & Anatomy	Asst Professor	10/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof	11/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof		9/30/2024	60,000	FY	1.00
		Asst Professor	Health Prof		10/31/2024	60,000	FY	1.00
		Research Scientist	Special	10/1/2024	6/30/2025	55,256	FY	0.00
		Research Scientist	Special	11/1/2024	6/30/2025	55,256	FY	0.00
		Research Scientist	Special		9/30/2024	55,256	FY	0.00
		Research Scientist	Special		10/31/2024	55,256	FY	0.00
		Asst Director BSIB Core	Special	10/1/2024		27,100	FY	0.00
		Asst Director BSIB Core	Special	11/1/2024		27,100	FY	0.00
		Asst Director BSIB Core	Special		9/30/2024	27,100	FY	0.00

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		Asst Director BSIB Core	Special		10/31/2024	27,100	FY 0.00
09/07	Xie, Xuanhua	Eppley Inst Faculty	Research Scientist	Special	11/1/2024	50,000	FY 0.00
		Research Scientist	Special		10/31/2024	50,000	FY 0.00
		Asst Professor	Health Prof	11/1/2024	6/30/2027	60,000	FY 1.00
		Asst Professor	Health Prof		10/31/2024	60,000	FY 1.00
09/07	Zabik, Nicole L	MMI Administration Research	Research Asst Professor	Special	12/12/2024	80,000	FY 1.00
09/07	Zimmerman, Lani M	CON-Lincoln Division	Professor	Special	10/16/2024	57,203	FY 0.30
		Professor	Special		10/15/2024	57,203	FY 0.30
06/00	Error Correction						
06/03	External (Market) Adjustment						
06/06	Internal (Equity) Adjustment						
09/01	Promotion Within						
09/02	Promotion/Transfer						
09/03	Lateral Within						
09/06	Demotion/Transfer						
09/07	Position Add/Change						
09/08	Reclassification						
09/09	Other Status Change						
09/10	Extension of Appointment						
09/55	Promotion W/in Unit -NC						
29/01	Change Employment %						

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**NEW APPOINTMENTS**

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Adams, Claire J	Psychiatry	Asst Professor	Special	11/1/2024		45,000	FY	1.00
Agarwal, Shubham	Int Med DEM	Asst Professor	Health Prof	10/6/2024	6/30/2026	21,660	FY	0.38
Alfaidi, Mabruka	Cellular/Integrative Physiology	Asst Professor	Health Prof	11/1/2024		60,000	FY	1.00
	Cellular/Integrative Physiology	Research Scientist	Special	11/1/2024		52,000	FY	0.00
	Radiation Oncology	Translational Resch Facilitator	Special	11/1/2024		15,000	FY	0.00
Bartee, Robert D	Chancellor's Support Staff	Advisor, Strategic Relations	Special	10/1/2024		79,660	FY	0.30
Croghan, Anna	Neurological Sciences	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY	1.00
Emodi, Alyssa R	Int Med Geriatrics/Palliative Med	Asst Professor	Health Prof	11/1/2024	6/30/2029	45,000	FY	1.00
Iribarren, Sofia	COD-Growth and Development	Asst Professor	Health Prof	11/1/2024	6/30/2027	130,000	FY	1.00
Isaacson, Mary J	CON-Omaha Division	Assoc Professor	Continuous	10/15/2024		145,000	FY	1.00
	CON-Omaha Division	Heide Sorensen Professor of Nursing	Special	10/15/2024	6/30/2029	5,000	FY	0.00
Kaipust, Nicole M	Int Med General Medicine	Asst Professor	Health Prof	11/1/2024	6/30/2026	45,000	FY	1.00
Kunz, Gina M	MMI Psychology	Assoc Dir Prog Growth & Sustainability	Special	11/1/2024		5,000	FY	0.00
	MMI Psychology	Professor	Continuous	11/1/2024		60,000	FY	1.00
	MMI Psychology	Research Scientist	Special	11/1/2024		92,500	FY	0.00
Lankford, Derek J	CON-Administration	Assistant Dean of Finance and Operations	Special	10/14/2024		150,000	FY	1.00
Ling, Angela M	Emergency Medicine	Research Scientist	Special	10/1/2024	6/30/2025	100,000	FY	0.00
Makam, Kasaiah	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	12/1/2024	6/30/2029	75,000	FY	1.00
Millen, Janelle-Cheri	Surgical Oncology	Asst Professor	Health Prof	10/1/2024	6/30/2029	75,000	FY	1.00
Munawar, Immad	Int Med Pulmonary	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY	1.00
Null, Mary Elizabeth H	Pediatrics Genetics	Asst Professor	Health Prof	11/1/2024	6/30/2026	45,000	FY	1.00
Pritschau, Jami L	Family Medicine	Asst Professor	Special	11/1/2024		90,553	FY	0.50
Sarche, Michelle C	MMI Education and Child Development	BECI Project Lead	Special	12/1/2024		20,000	FY	0.00
	MMI Education and Child Development	Professor	Continuous	12/1/2024		60,000	FY	1.00
	MMI Education and Child Development	Research Scientist	Special	12/1/2024		160,000	FY	0.00
Satuluri, Pallavi	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	12/1/2024	6/30/2029	75,000	FY	1.00
Swenson, Sarah A	Pediatrics Newborn Medicine	Asst Professor	Health Prof	10/25/2024	6/30/2026	45,000	FY	1.00
Wagoner, Jill K	Int Med DEM	Asst Professor	Health Prof	11/1/2024	6/30/2029	45,000	FY	1.00
Xie, Xuanhua	Eppley Inst Faculty	Asst Professor	Health Prof	10/1/2024	6/30/2027	60,000	FY	1.00
	Eppley Inst Faculty	Research Scientist	Special	10/1/2024		50,000	FY	0.00



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06/00	Alfaidi, Mabruka	Cellular/Integrative Physiology	Asst Professor	Health Prof	11/1/2024	60,000	FY	1.00
			Research Scientist	Special	11/1/2024	52,000	FY	0.00
		Radiation Oncology	Translational Resch Facilitator	Special	11/1/2024	15,000	FY	0.00
09/07	Band, Vimla	Genetics Cell Biology & Anatomy	Professor	Continuous	11/1/2024	167,155	FY	0.75
			Professor	Continuous	10/31/2024	167,155	FY	0.75
			Chairperson	Special	11/1/2024	54,134	FY	0.25
			Chairperson	Special	10/31/2024	54,134	FY	0.25
			Chairperson Stipend	Special	11/1/2024	50,000	FY	0.00
			Chairperson Stipend	Special	10/31/2024	50,000	FY	0.00
			Research Scientist	Special	11/1/2024	65,323	FY	0.00
			Research Scientist	Special	10/31/2024	65,323	FY	0.00
		Eppley Inst Faculty	Prgm Dir, Breast Cancer Rsch Program	Special	11/1/2024	5,000	FY	0.00
			Prgm Dir, Breast Cancer Rsch Program	Special	10/31/2024	5,000	FY	0.00
09/07	Bennett, Gregory W	COD-Adult Restorative	Interim Chairperson	Special	11/1/2024	20,000	FY	0.00
			Interim Chairperson	Special	10/31/2024	20,000	FY	0.00
		COD-Dental Administration	Boos Ferguson Faculty Fellowship	Special	11/1/2024	5,000	FY	0.00
		COD-Adult Restorative	Assoc Professor	Health Prof	11/1/2024	131,910	FY	1.00
			Assoc Professor	Health Prof	10/31/2024	131,910	FY	1.00
09/07	Bergan, Raymond C	Eppley Inst Faculty	Research Scientist	Special	10/1/2024	110,410	FY	0.00
			Research Scientist	Special	9/30/2024	110,410	FY	0.00
			Professor	Continuous	10/1/2024	258,292	FY	1.00
			Professor	Continuous	9/30/2024	258,292	FY	1.00
			Deputy Director	Special	10/1/2024	75,000	FY	0.00
			Deputy Director	Special	9/30/2024	75,000	FY	0.00
09/07	Bilunas, Alexandra L	COD-Growth and Development	Director MMI Caring for Champions Clinic	Special	11/1/2024	3,000	FY	0.00
			Asst Professor	Health Prof	11/1/2024	130,000	FY	1.00
			Asst Professor	Health Prof	10/31/2024	130,000	FY	1.00
29/01	Black, Adrian R	Eppley Inst Faculty	Director of Tissue Sciences	Special	10/1/2024	10,000	FY	0.00
			Director of Tissue Sciences	Special	9/30/2024	10,000	FY	0.00
			Asst Professor	Special	10/1/2024	90,480	FY	1.00
			Asst Professor	Special	9/30/2024	75,408	FY	0.85
09/07	Blake, Anthony J R	COPH Office of the Dean	Director of Professional Programs	Other	9/30/2024	97,850	FY	1.00

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	COPH Environ, Agri & Occ Health	Asst Professor	Special	10/1/2024		97,850	FY 1.00
09/55	COPH Office of the Dean	Director of Professional Programs	Other		9/30/2024	97,850	FY 1.00
	COPH Environ, Agri & Occ Health	Asst Professor	Special	10/1/2024		97,850	FY 1.00
09/07	Casey, Carol A	Int Med GI	Professor	11/1/2024	6/30/2026	40,100	FY 0.50
		Professor	Health Prof		10/31/2024	40,100	FY 0.50
		Research Scientist	Special	11/1/2024	6/30/2025	51,159	FY 0.00
		Research Scientist	Special		10/31/2024	51,159	FY 0.00
06/03	Cochran, Teresa M	CAHP Physical Therapy	Assoc Professor	10/1/2024	6/30/2027	132,749	FY 1.00
		Assoc Professor	Health Prof		9/30/2024	117,219	FY 1.00
	CAHP Administration	Associate Dean	Special	10/1/2024		29,251	FY 0.00
		Assistant Dean	Special		9/30/2024	19,265	FY 0.00
09/07		CAHP Physical Therapy	Assoc Professor	10/1/2024	6/30/2027	132,749	FY 1.00
		Assoc Professor	Health Prof		9/30/2024	117,219	FY 1.00
	CAHP Administration	Associate Dean	Special	10/1/2024		29,251	FY 0.00
		Assistant Dean	Special		9/30/2024	19,265	FY 0.00
09/07	Davis, John S	Obstetrics/Gynecology	Professor	11/1/2024		145,597	FY 0.60
		Professor	Continuous		10/31/2024	145,597	FY 0.60
09/07	Downey, Ryan T	Radiology	Assoc Professor	10/1/2024		46,500	FY 1.00
		Assoc Professor	Special		9/30/2024	46,500	FY 1.00
09/07	Dutt, Vivek	Orthopaedic Surgery	Asst Professor	10/1/2024	6/30/2027	57,200	FY 1.00
		Asst Professor	Health Prof		9/30/2024	57,200	FY 1.00
09/07	ElRayes, Wael	COPH Health Services Res & Admin	Assoc Professor	12/31/2024	6/30/2025	165,000	FY 1.00
		Assoc Professor	Health Prof		12/30/2024	165,000	FY 1.00
	COPH Ctr for Global Hlth & Dev	Co-Dir Ctr for Global Hlth and Dev	Special	12/31/2024		10,000	FY 0.00
		Co-Dir Ctr for Global Hlth and Dev	Special		12/30/2024	10,000	FY 0.00
	COPH Health Services Res & Admin	MHA Director	Special		12/30/2024	5,000	FY 0.00
06/06	Fan, Shan	Ophthalmology and Visual Sciences	Research Scientist	12/1/2024	6/30/2025	23,725	FY 0.00
		Research Scientist	Special		11/30/2024	11,300	FY 0.00
		Asst Professor	Special	12/1/2024		71,452	FY 1.00
		Asst Professor	Special		11/30/2024	71,452	FY 1.00
09/07	Florell, Melissa C	CON-Kearney Division	Asst Professor	12/11/2024		85,181	AY 1.00
		Asst Professor	Special		12/10/2024	85,181	AY 1.00

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09/07	Gagnon, Kali Z	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY 1.00
			Asst Professor	Health Prof		9/30/2024	45,000	FY 1.00
09/07	Garrison, Jered C	COP Pharmaceutical Science	Vice Chair	Special		12/30/2024	5,000	FY 0.00
			Professor	Continuous	12/31/2024		162,327	FY 1.00
			Professor	Continuous		12/30/2024	162,327	FY 1.00
09/07	Garvin, Robert P	Int Med Cardiovascular Medicine	Asst Professor	Health Prof	10/1/2024	6/30/2029	45,000	FY 1.00
			Asst Professor	Health Prof		9/30/2024	45,000	FY 1.00
09/07	Goodenberger, Martin Halmes	Radiology	Assoc Professor	Special	10/1/2024		36,520	FY 0.80
			Assoc Professor	Special		9/30/2024	36,520	FY 0.80
09/07	Guda, Chittibabu	Dean College of Medicine	Asst Dean for Rsrch Development	Special	11/1/2024		5,000	FY 0.00
			Asst Dean for Rsrch Development	Special		10/31/2024	5,000	FY 0.00
		Genetics Cell Biology & Anatomy	Professor	Continuous	11/1/2024		180,572	FY 1.00
			Professor	Continuous		10/31/2024	180,572	FY 1.00
			Dir Bioinformatics & Sys Biol Core Facil	Special	11/1/2024		50,000	FY 0.00
			Dir Bioinformatics & Sys Biol Core Facil	Special		10/31/2024	50,000	FY 0.00
			Vice Chair, Bioinformatics Rsch & Trng	Special	11/1/2024		5,000	FY 0.00
			Vice Chair, Bioinformatics Rsch & Trng	Special		10/31/2024	5,000	FY 0.00
			Research Scientist	Special	11/1/2024		52,205	FY 0.00
			Research Scientist	Special		10/31/2024	52,205	FY 0.00
		Vice Chancellor for Research	Chief Bioinformatics/Rsearch Comput Ofcr	Special	11/1/2024		35,000	FY 0.00
			Chief Bioinformatics/Rsearch Comput Ofcr	Special		10/31/2024	35,000	FY 0.00
09/07	Haider, Hani	Orthopaedic Surgery	Research Scientist	Special	10/1/2024		39,159	FY 0.00
			Research Scientist	Special		9/30/2024	39,159	FY 0.00
			Professor	Health Prof	10/1/2024	6/30/2027	161,325	FY 1.00
			Professor	Health Prof		9/30/2024	161,325	FY 1.00
09/07	Hansen, Neil J	Radiology	Professor	Special	10/1/2024		97,461	FY 1.00
			Professor	Special		9/30/2024	97,461	FY 1.00
09/07	Hasley, Brian P	Orthopaedic Surgery	Assoc Professor	Health Prof	10/1/2024	6/30/2027	90,539	FY 1.00
			Assoc Professor	Health Prof		9/30/2024	90,539	FY 1.00
09/07	Hingorani, Sunil R	Eppley Inst PCCE	Research Scientist	Special	10/1/2024		338,775	FY 0.00
			Research Scientist	Special		9/30/2024	338,775	FY 0.00
			Professor	Health Prof	10/1/2024	6/30/2027	55,200	FY 1.00

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		Professor	Health Prof		9/30/2024	55,200	FY 1.00
09/08	Hollins, Michael D	iEXCEL	Asst VC Creative Prod/Emergng Tech	Special	11/1/2024	155,000	FY 1.00
		Assoc Exec Dir, Comm & Business Strategy	Other		10/31/2024	125,505	FY 1.00
29/01	Hotaling, Patricia B	CON-Omaha Division	Clinical Asst Professor	Special	10/7/2024	42,551	AY 0.50
		Clinical Asst Professor	Special		10/6/2024	68,082	AY 0.80
09/07	Howell, Michelle C	Academic Affairs	Education Researcher	Special	11/21/2024	96,493	FY 1.00
		Education Researcher	Special		11/20/2024	96,493	FY 1.00
06/06	Hrncirik, Michael A	Finance and Business Services	Asst Vice Chancellor, B&F and Controller	Special	10/1/2024	180,000	FY 1.00
		Asst Vice Chancellor, B&F and Controller	Special		9/30/2024	156,000	FY 1.00
09/07	Johnson, Craig M	Radiology	Assoc Professor	Special	10/1/2024	105,582	FY 1.00
		Assoc Professor	Special		9/30/2024	105,582	FY 1.00
09/01	Korshoj, Lee E	Pathology, Microbiology & Immunolog	Research Scientist	Special	10/1/2024	40,000	FY 0.00
		Asst Professor	Health Prof		10/1/2024	60,000	FY 1.00
		Post-Doc Rsch Assoc	Health Prof		9/30/2024	66,188	FY 1.00
09/10	Markin, Rodney S	Pathology, Microbiology & Immunolog	Professor	Continuous	11/1/2024	10,743	FY 0.04
		Professor	Continuous		10/31/2024	10,743	FY 0.04
		David Purtilo Distinguished Chair-Path	Special		11/1/2024	10,000	FY 0.05
		David Purtilo Distinguished Chair-Path	Special		10/31/2024	10,000	FY 0.05
		Business and Finance	Assoc VC for Business Development	Special	11/1/2024	244,595	FY 0.91
		Assoc VC for Business Development	Special		10/31/2024	244,595	FY 0.91
09/07	McLaughlin, Mac T	Neurological Sciences	Asst Professor	Special	12/1/2024	34,875	FY 0.75
		Asst Professor	Special		11/30/2024	46,500	FY 1.00
06/06	McVicker, Benita L	Int Med GI	Assoc Professor	Special	10/1/2024	39,905	FY 0.50
		Assoc Professor	Special		9/30/2024	39,905	FY 0.50
		Research Scientist	Special		10/1/2024	9,371	FY 0.00
		Research Scientist	Special		9/30/2024	647	FY 0.00
09/07	Messbarger, Robert C	Family Medicine	Associate Professor	Special	10/1/2024	90,553	FY 0.50
		Associate Professor	Special		9/30/2024	90,553	FY 0.50
09/07	Michaud, Tzeyu L	COPH Health Promotion	Director- PhD Program and Acad. Dev.	Special	10/1/2024	10,000	FY 0.00
		Asst Professor	Health Prof		10/1/2024	105,844	FY 1.00
		Asst Professor	Health Prof		9/30/2024	105,844	FY 1.00
		PhD Program Director	Special		9/30/2024	5,000	FY 0.00

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09/07	Mohs, Aaron M	COP Dean's Office	Associate Dean, Rsrch and Grad Studies	Special	11/1/2024	20,000	FY	0.00
			Associate Dean, Rsrch and Grad Studies	Special	10/31/2024	20,000	FY	0.00
		COP Pharmaceutical Science	BSPS Director	Special	11/1/2024	10,000	FY	0.00
			Professor	Continuous	11/1/2024	155,306	FY	1.00
			Professor	Continuous	10/31/2024	155,306	FY	1.00
09/07	Mukherjee, Maheswari	CAHP Cytotechnology	Assoc Professor	Continuous	10/25/2024	98,831	FY	1.00
			Assoc Professor	Continuous	10/24/2024	98,831	FY	1.00
			Program Director	Special	10/25/2024	10,500	FY	0.00
			Program Director	Special	10/24/2024	10,500	FY	0.00
09/07	Narayanasamy, Prabakaran	Pathology, Microbiology & Immunolog	Research Scientist	Special	11/30/2024	20,167	FY	0.00
		Graduate Medical Education	House Officer Assistance Program Manager	Other	12/1/2024	20,167	FY	0.00
		Int Med Pulmonary	Asst Professor	Special	12/1/2024	60,400	FY	1.00
		Pathology, Microbiology & Immunolog	Asst Professor	Special	11/30/2024	60,400	FY	1.00
09/07	Nickol, Jennifer L	Int Med Cardiovascular Medicine	Asst Professor	Special	10/1/2024	45,000	FY	1.00
			Asst Professor	Special	9/30/2024	45,000	FY	1.00
09/07	Nordness, Amy S	MMI Clinical Services	Director of Clinical Services	Special	11/1/2024	11,000	FY	0.00
			Director of Clinical Services	Special	10/31/2024	11,000	FY	0.00
		MMI Administration	Associate Director	Special	11/1/2024	140,971	FY	0.70
			Associate Director	Special	10/31/2024	140,971	FY	0.70
			Robert-Myrna Krohn Family Professorship	Special	11/1/2024	10,000	FY	0.00
			Assoc Director Stipend	Special	11/1/2024	18,000	FY	0.00
			Assoc Director Stipend	Special	10/31/2024	18,000	FY	0.00
		MMI Speech Pathology	Clinical Provider	Special	11/1/2024	5,416	FY	0.00
			Clinical Provider	Special	10/31/2024	5,416	FY	0.00
			Assoc Professor	Health Prof	11/1/2024	55,000	FY	0.30
			Assoc Professor	Health Prof	10/31/2024	55,000	FY	0.30
29/01	Nunnenkamp, Taylor A	CON-Lincoln Division	Clinical Asst Professor	Special	10/14/2024	83,025	AY	1.00
			Clinical Asst Professor	Special	10/13/2024	33,210	AY	0.40
09/07	Obermeier Schneider, Erin E	COPH Health Promotion	Asst Professor	Health Prof	11/1/2024	104,990	FY	1.00
			Asst Professor	Health Prof	10/31/2024	104,990	FY	1.00
			HPRO Director of Development	Special	11/1/2024	5,000	FY	0.00
09/07	Plewes, Michele R	Ob/Gyn Research Lab	Research Scientist	Special	11/1/2024	30,152	FY	0.00

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<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>
		Research Scientist	Special		10/31/2024	30,152	FY 0.00
		Asst Professor	Special	11/1/2024		6,798	FY 0.11
06/06	Ray, Rachel R	Asst Professor	Special		10/31/2024	6,798	FY 0.11
	MMI UCEDD	Asst Professor	Special	11/1/2024		87,041	FY 1.00
		Asst Professor	Special		10/31/2024	82,897	FY 1.00
09/07	Rowley, Michael J	Assoc Professor	Continuous	11/1/2024		70,000	FY 1.00
	Genetics Cell Biology & Anatomy	Assoc Professor	Continuous		10/31/2024	70,000	FY 1.00
		Director BISB Doctoral Program	Special	11/1/2024		5,000	FY 0.00
		Director BISB Doctoral Program	Special		10/31/2024	5,000	FY 0.00
		Research Scientist	Special	11/1/2024		47,663	FY 0.00
		Research Scientist	Special		10/31/2024	47,663	FY 0.00
09/07	Schmaderer, Myra S	Assoc Professor	Continuous	10/20/2024	1/3/2025	135,451	FY 1.00
	CON-Lincoln Division	Assoc Professor	Continuous		10/19/2024	135,451	FY 1.00
		Interim Assistant Dean	Special	10/20/2024	1/3/2025	5,000	FY 0.00
		Interim Assistant Dean	Special		10/19/2024	5,000	FY 0.00
09/09	Schumacher, Rachel E	Asst Professor	Special	12/1/2024		95,481	FY 1.00
	MMI Psychology	Asst Professor	Special		11/30/2024	95,481	FY 1.00
06/03	Siu, Ka-Chun	Professor	Continuous	10/1/2024		133,222	FY 1.00
	CAHP Physical Therapy	Professor	Continuous		9/30/2024	127,222	FY 1.00
09/07	Sleddens, Nicole M	Asst Professor	Health Prof	11/1/2024	6/30/2025	104,181	FY 1.00
	CAHP Physical Therapy	Asst Professor	Health Prof		10/31/2024	104,181	FY 1.00
		Associate Director	Special	11/1/2024		5,000	FY 0.00
29/01	Srinivas, Shubra	Asst Professor	Health Prof	10/1/2024		45,400	FY 1.00
	Pediatrics Hospitalists	Asst Professor	Health Prof		9/30/2024	22,700	FY 0.50
09/07	Stobbe, Benjamin B	Asst VC Adv/Statewide Simulation iXCEL	Special	11/1/2024		229,062	FY 1.00
	iXCEL	Assistant Vice Chancellor, iXCEL	Special	10/15/2024	10/31/2024	229,062	FY 1.00
		Assistant Vice Chancellor, iXCEL	Special		10/14/2024	229,062	FY 1.00
		Assistant Vice Chancellor, iXCEL	Special		10/31/2024	229,062	FY 1.00
09/07	Strong, Michelle R B	Graduate Program Comm Director	Special		9/30/2024	5,000	FY 0.00
	COPH Health Promotion	Asst Professor	Special	10/1/2024		103,000	FY 1.00
		Asst Professor	Special		9/30/2024	103,000	FY 1.00
		HPRO MPH and DrPH Director	Special	10/1/2024		10,000	FY 0.00

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<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>
		Curriculum Committee Chair	Special	10/1/2024	6/30/2027	2,500	FY	0.00
09/07	Sullivan, Renee R	CON-Omaha Division	Curriculum Committee Chair		9/30/2024	2,500	FY	0.00
		Nurse Specialist/Instructor	Other		9/30/2024	75,104	AY	1.00
09/07	Sweasy, Joann B	Eppley Inst Faculty	Clinical Assistant Professor	10/1/2024		82,500	AY	1.00
		Professor	Continuous	11/1/2024		350,000	FY	0.00
		Professor	Continuous		10/31/2024	350,000	FY	0.00
		Director	Special	11/1/2024		321,300	FY	1.00
		Director	Special		10/31/2024	321,300	FY	1.00
		Robert Myrna Krohn Chair in Cncr Rsch	Special	11/1/2024	10/31/2028	60,000	FY	0.00
		Robert Myrna Krohn Chair in Cncr Rsch	Special		10/31/2024	60,000	FY	0.00
09/10	Thompson, Jon S	Surgery-Colorectal Surgery	Professor	11/1/2024		142,787	FY	0.92
		Professor	Continuous		10/31/2024	142,787	FY	0.92
		Surgery	Shackelford-Marischal Professorship	11/1/2024	10/31/2029	10,000	FY	0.08
		Shackelford-Marischal Professorship	Special		10/31/2024	10,000	FY	0.08
09/07	Trippier, Paul C	COP Pharmaceutical Science	Prog Leader FPBCC TMD Rsch Program	11/1/2024		20,000	FY	0.00
		Professor	Continuous	11/1/2024		148,350	FY	1.00
		Professor	Continuous		10/31/2024	148,350	FY	1.00
09/07	Wang, Jieqiong	Neurological Sciences	Research Scientist	10/1/2024	6/30/2025	53,300	FY	0.00
		Research Scientist	Special		9/30/2024	53,300	FY	0.00
		Asst Professor	Health Prof	10/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof		9/30/2024	60,000	FY	1.00
09/07	Wan, Shibiao	Genetics Cell Biology & Anatomy	Asst Professor	10/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof	11/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof		9/30/2024	60,000	FY	1.00
		Asst Professor	Health Prof		10/31/2024	60,000	FY	1.00
		Research Scientist	Special	10/1/2024	6/30/2025	55,256	FY	0.00
		Research Scientist	Special	11/1/2024	6/30/2025	55,256	FY	0.00
		Research Scientist	Special		9/30/2024	55,256	FY	0.00
		Research Scientist	Special		10/31/2024	55,256	FY	0.00
		Asst Director BSIB Core	Special	10/1/2024		27,100	FY	0.00
		Asst Director BSIB Core	Special	11/1/2024		27,100	FY	0.00
		Asst Director BSIB Core	Special		9/30/2024	27,100	FY	0.00

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**UNIVERSITY OF NEBRASKA MEDICAL CENTER**  
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<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>
		Asst Director BSIB Core	Special		10/31/2024	27,100	FY	0.00
09/07	Xie, Xuanhua	Eppley Inst Faculty	Research Scientist	Special	11/1/2024	50,000	FY	0.00
		Research Scientist	Special		10/31/2024	50,000	FY	0.00
		Asst Professor	Health Prof	11/1/2024	6/30/2027	60,000	FY	1.00
		Asst Professor	Health Prof		10/31/2024	60,000	FY	1.00
09/07	Zabik, Nicole L	MMI Administration Research	Research Asst Professor	Special	12/12/2024	80,000	FY	1.00
09/07	Zimmerman, Lani M	CON-Lincoln Division	Professor	Special	10/16/2024	57,203	FY	0.30
		Professor	Special		10/15/2024	57,203	FY	0.30
06/00	Error Correction							
06/03	External (Market) Adjustment							
06/06	Internal (Equity) Adjustment							
09/01	Promotion Within							
09/02	Promotion/Transfer							
09/03	Lateral Within							
09/06	Demotion/Transfer							
09/07	Position Add/Change							
09/08	Reclassification							
09/09	Other Status Change							
09/10	Extension of Appointment							
09/55	Promotion W/in Unit -NC							
29/01	Change Employment %							



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**UNIVERSITY OF NEBRASKA AT OMAHA**  
**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Gartner, Ashley R	Academic Affairs	Research Associate - STEM TRAIL	Special	10/28/2024	10/27/2025	29,000	FY	0.50
Rottweiler, Bettina	Center for Collaboration Sciences	Research Associate	Special	10/16/2024	10/15/2025	90,000	FY	1.00

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**UNIVERSITY OF NEBRASKA AT OMAHA**  
**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	Barone, Timi Lynn	Sociology	Associate Professor	Continuous	10/24/2024		82,134	AY	1.00
			Associate Professor	Continuous		10/23/2024	82,134	AY	1.00
		College of Arts and Sciences	Director, Medical Humanities & Comm Lias	Special	10/24/2024	5/16/2025	3,600	AY	0.00
			Director, Medical Humanities & Comm Lias	Special		10/23/2024	3,600	AY	0.00
09/07	Bass, Andrea E	Management	Professor	Continuous	11/1/2024		150,514	AY	1.00
			Professor	Continuous		10/31/2024	150,514	AY	1.00
		Center for Collaboration Sciences	Co-Lead of Strategic Planning	Special	11/1/2024	6/30/2025	10,000	AY	0.00
		Management	Schumacher Chair of Ethics	Special	11/1/2024	8/31/2026	7,500	AY	0.00
			Schumacher Chair of Ethics	Special		10/31/2024	7,500	AY	0.00
09/10	Bednik, Grigory	Physics	Research Associate	Special	12/1/2024	8/14/2025	51,124	FY	1.00
			Research Associate	Special		11/30/2024	51,124	FY	1.00
09/07	Benda, Angie	Center for Collaboration Sciences	Research Associate	Special	10/21/2024	10/20/2025	70,000	FY	1.00
			Graduate Assistant	Other		10/20/2024	30,275	FY	0.33
09/07	Black, Michelle R	Center for Collaboration Sciences	Head of Security Innovation Academic Pro	Special	11/1/2024	6/30/2025	10,000	AY	0.00
		Political Science	Director of the Deterrence Lab	Special	11/1/2024	5/19/2029	15,000	AY	0.00
			Director of the Deterrence Lab	Special		10/31/2024	15,000	AY	0.00
			Associate Professor	Continuous	11/1/2024		73,453	AY	1.00
			Associate Professor	Continuous		10/31/2024	73,453	AY	1.00
09/07	Boron, Julie B	Gerontology	Professor	Continuous		11/14/2024	62,165	FY	0.50
		Graduate Studies	Associate Dean	Special	11/15/2024		72,165	FY	0.50
			Associate Dean	Special		11/14/2024	72,165	FY	0.50
		College of Public Affrs & Comm Svc	Associate Dean	Special	11/15/2024		81,835	FY	0.50
		Gerontology	Doctoral Program Chair	Special		11/14/2024	5,000	FY	0.00
09/09	DeSanti, Brady James	Philosophy & Religion	Associate Professor	Continuous	10/29/2024		70,947	AY	1.00
			Associate Professor	Continuous		10/28/2024	70,947	AY	1.00
		College of Arts and Sciences	Director, Native American Studies	Special	10/29/2024	5/16/2025	3,600	AY	0.00
			Director, Native American Studies	Special		10/28/2024	3,600	AY	0.00
09/07	Doctor, Austin C	Center for Collaboration Sciences	Lead of Counterterrorism Research Init	Special	12/1/2024	5/31/2025	10,000	AY	0.00
		Political Science	Assistant Professor	Specific	12/1/2024		71,016	AY	1.00

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<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>
		Assistant Professor	Specific		11/30/2024	71,016	AY	1.00
	Center for Collaboration Sciences	Director of Research Excellence	Special	12/1/2024	9/30/2025	24,000	AY	0.00
		Director of Research Excellence	Special		11/30/2024	24,000	AY	0.00
09/10	Political Science	Assistant Professor	Specific	10/1/2024		71,016	AY	1.00
		Assistant Professor	Specific		9/30/2024	71,016	AY	1.00
	Center for Collaboration Sciences	Director of Research Excellence	Special	10/1/2024	9/30/2025	24,000	AY	0.00
		Director of Research Excellence	Special		9/30/2024	32,000	AY	0.00
06/07	Dodge, Keristiena	Office of the Chancellor	Chief of Staff	Special	12/1/2024	150,000	FY	1.00
			Chief of Staff	Special		127,217	FY	1.00
09/07	Elson, Joel S	School of Interdisciplinary Informat	Assistant Professor	Specific	11/1/2024	117,350	AY	1.00
			Assistant Professor	Specific		117,350	AY	1.00
	Center for Collaboration Sciences	Head of IT Innovation Initiatives	Special	11/1/2024	6/30/2025	10,000	AY	0.00
09/07	Freeman-Wakefield, Ellen P	College of Public Affrs & Comm Svc	Assistant Dean	Special	11/1/2024	45,000	FY	0.50
	Public Administration	Senior Community Service Associate	Special	11/1/2024	8/31/2025	45,000	FY	0.50
		Senior Community Service Associate	Special		10/31/2024	86,528	FY	1.00
09/08	Goldsberry, Tammy S	Budget	Assistant Vice Chancellor for Budget &	Special	10/1/2024	154,500	FY	1.00
	Academic Affairs	Director of Academic Budget	Special		9/30/2024	132,973	FY	1.00
06/00	Gomez Johnson, Kelly M	Teacher Education	Chairperson	Special	10/1/2024	77,842	FY	0.60
		Chairperson	Special		6/30/2024	74,797	FY	0.60
		Hollie Bethel Professorship	Special	10/1/2024	8/31/2026	10,000	FY	0.00
		Hollie Bethel Professorship	Special		6/30/2024	10,000	FY	0.00
		Associate Professor	Continuous	10/1/2024		41,895	FY	0.40
		Associate Professor	Continuous		6/30/2024	39,865	FY	0.40
09/07	Grant, Farrah L	Sociology	Director, Sustainabilty Minor	Special	11/1/2024	1,000	AY	0.00
09/07	Hansen, Katie E	College of Public Affrs & Comm Svc	Assistant Dean for Student Success	Special	11/15/2024	40,000	FY	0.50
	School of Criminology & Crim Justice	Senior Advisor/Dir of Advising, Omaha	Other	11/15/2024		40,000	FY	0.50
		Senior Advisor/Dir of Advising, Omaha	Other		11/14/2024	67,361	FY	1.00
06/07	Huang, Chenyu	Aviation Institute	Associate Professor	Continuous	10/1/2024	82,450	AY	1.00
		Associate Professor	Continuous		9/30/2024	82,450	AY	1.00

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		Research Lab Coordinator	Special	10/1/2024	5/23/2025	2,000	AY	0.00
		Dist. Prof of Aviation	Special	10/1/2024	8/31/2028	8,000	AY	0.00
09/07	Aviation Institute	Dist. Prof of Aviation	Special		9/30/2024	8,000	AY	0.00
		Associate Professor	Continuous	10/1/2024		82,450	AY	1.00
		Associate Professor	Continuous		9/30/2024	82,450	AY	1.00
		Research Lab Coordinator	Special	10/1/2024	5/23/2025	2,000	AY	0.00
		Dist. Prof of Aviation	Special	10/1/2024	8/31/2028	8,000	AY	0.00
		Dist. Prof of Aviation	Special		9/30/2024	8,000	AY	0.00
09/09	Infante, Nicole M	Mathematics	Director, Quantitative Reasoning	10/24/2024		25,000	AY	0.00
			Director, Quantitative Reasoning		10/23/2024	25,000	AY	0.00
			Professor	10/24/2024		112,248	AY	1.00
			Professor		10/23/2024	112,248	AY	1.00
09/10	Karumattu Manattu, Arun	Biomechanics	Research Associate	10/1/2024	11/22/2024	55,000	FY	1.00
			Research Associate		9/30/2024	55,000	FY	1.00
09/07	Kearns, Erin M	School of Criminology & Crim Justice	Associate Professor	11/1/2024		90,653	AY	1.00
			Associate Professor		10/31/2024	90,653	AY	1.00
		Center for Collaboration Sciences	Lead of Prevention Research Initiatives	11/1/2024	6/30/2025	10,000	AY	0.00
		School of Criminology & Crim Justice	Coordinator	11/1/2024	5/23/2025	2,848	AY	0.00
			Coordinator		10/31/2024	2,848	AY	0.00
29/01	Myers, Sara A	Office of Research & Creative Actvty	Associate Vice Chancellor for Research	10/1/2024		239,145	FY	0.94
			Associate Vice Chancellor for Research		9/30/2024	178,087	FY	0.70
09/10	Parsons, Katherine L	Center for Collaboration Sciences	Research Associate	12/1/2024	11/30/2025	81,799	FY	1.00
			Research Associate		11/30/2024	81,799	FY	1.00
09/07	Pleggenkuhle-Miles, Erin G	Management	Professor	11/1/2024		144,146	AY	1.00
			Professor		10/31/2024	144,146	AY	1.00
		College of Business Administration	Assistant Chair, Dept of Mgmt	11/1/2024		5,000	AY	0.00
			Assistant Chair, Dept of Mgmt		10/31/2024	5,000	AY	0.00
		Center for Collaboration Sciences	Co-Lead of Strategic Planning	11/1/2024	6/30/2025	10,000	AY	0.00
		Academic Affairs	Administrative Faculty Fellow	11/1/2024	5/23/2025	3,600	AY	0.00

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09/09 Price, John T	English	Administrative Faculty Fellow	Special		10/31/2024	3,600	AY	0.00	
		Professor	Continuous	10/29/2024		88,947	AY	1.00	
		Professor	Continuous		10/28/2024		88,947	AY	1.00
		Regents/Foundation	Special	10/29/2024	8/31/2025	5,000	AY	0.00	
		Regents/Foundation	Special		10/28/2024		5,000	AY	0.00
		Director, Creative Nonfiction Writing	Special	10/29/2024	5/23/2025	3,000	AY	0.00	
09/09 Proulx, Patrice June	World Languages & Literature	Director, Creative Nonfiction Writing	Special		10/28/2024	3,000	AY	0.00	
		Professor	Continuous	10/29/2024		90,381	AY	1.00	
	College of Arts and Sciences	Professor	Continuous		10/28/2024	90,381	AY	1.00	
		Director, Women & Gender Studies	Special	10/29/2024	5/23/2025	3,600	AY	0.00	
09/10 Reding, Tracie L	Academic Affairs	Director, Women & Gender Studies	Special		10/28/2024	3,600	AY	0.00	
		Senior Research Associate - Stem Trail	Special	10/1/2024	9/30/2025	81,799	FY	1.00	
09/07 Richter-Egger, Dana L	Academic Affairs	Senior Research Associate - Stem Trail	Special		6/30/2024	80,000	FY	1.00	
		Leadership Faculty Fellow	Special	11/1/2024	5/23/2025	3,600	AY	0.00	
	College of Arts and Sciences	Leadership Faculty Fellow	Special		10/31/2024	3,600	AY	0.00	
		Director, Math Science Learning Center	Special	11/1/2024	5/21/2027	55,781	AY	0.75	
		Director, Math Science Learning Center	Special		10/31/2024	55,781	AY	0.75	
09/09	Position Number Holding Area	Co-Director of Sustainability Minor	Special	11/1/2024	5/23/2025	1,000	AY	0.00	
		Academic Affairs	Leadership Faculty Fellow	Special	10/29/2024	5/23/2025	3,600	AY	0.00
	College of Arts and Sciences	Leadership Faculty Fellow	Special		10/28/2024	3,600	AY	0.00	
Director, Math Science Learning Center		Special	10/29/2024	5/21/2027	55,781	AY	0.75		
Director, Math Science Learning Center		Special		10/28/2024	55,781	AY	0.75		
09/07 Schwartz, Lori N	Criss Library	Assistant Professor	Specific	10/1/2024		66,116	FY	1.00	
		Assistant Professor	Specific		9/30/2024	66,116	FY	1.00	
09/10 Walker, Andrea M	Center for Collaboration Sciences	Asst Dir, Archives & Special Collections	Special	10/1/2024	12/31/2027	9,000	FY	0.00	
		Research Associate	Special	12/1/2024	11/30/2025	81,799	FY	1.00	
		Research Associate	Special		11/30/2024	80,000	FY	1.00	
06/00	Error Correction								
06/07	Additional Responsibilities								

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06/09		Change in Payment Schedule					
09/07		Position Add/Change					
09/08		Reclassification					
09/09		Other Status Change					
09/10		Extension of Appointment					
29/01		Change Employment %					

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<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>
Gartner, Ashley R	Academic Affairs	Research Associate - STEM TRAIL	Special	10/28/2024	10/27/2025	29,000	FY	0.50
Rottweiler, Bettina	Center for Collaboration Sciences	Research Associate	Special	10/16/2024	10/15/2025	90,000	FY	1.00

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09/09	Barone, Timi Lynn	Sociology	Associate Professor	Continuous	10/24/2024		82,134	AY	1.00
			Associate Professor	Continuous		10/23/2024	82,134	AY	1.00
		College of Arts and Sciences	Director, Medical Humanities & Comm Lias	Special	10/24/2024	5/16/2025	3,600	AY	0.00
			Director, Medical Humanities & Comm Lias	Special		10/23/2024	3,600	AY	0.00
09/07	Bass, Andrea E	Management	Professor	Continuous	11/1/2024		150,514	AY	1.00
			Professor	Continuous		10/31/2024	150,514	AY	1.00
		Center for Collaboration Sciences	Co-Lead of Strategic Planning	Special	11/1/2024	6/30/2025	10,000	AY	0.00
		Management	Schumacher Chair of Ethics	Special	11/1/2024	8/31/2026	7,500	AY	0.00
			Schumacher Chair of Ethics	Special		10/31/2024	7,500	AY	0.00
09/10	Bednik, Grigory	Physics	Research Associate	Special	12/1/2024	8/14/2025	51,124	FY	1.00
			Research Associate	Special		11/30/2024	51,124	FY	1.00
09/07	Benda, Angie	Center for Collaboration Sciences	Research Associate	Special	10/21/2024	10/20/2025	70,000	FY	1.00
			Graduate Assistant	Other		10/20/2024	30,275	FY	0.33
09/07	Black, Michelle R	Center for Collaboration Sciences	Head of Security Innovation Academic Pro	Special	11/1/2024	6/30/2025	10,000	AY	0.00
		Political Science	Director of the Deterrence Lab	Special	11/1/2024	5/19/2029	15,000	AY	0.00
			Director of the Deterrence Lab	Special		10/31/2024	15,000	AY	0.00
			Associate Professor	Continuous	11/1/2024		73,453	AY	1.00
			Associate Professor	Continuous		10/31/2024	73,453	AY	1.00
09/07	Boron, Julie B	Gerontology	Professor	Continuous		11/14/2024	62,165	FY	0.50
		Graduate Studies	Associate Dean	Special	11/15/2024		72,165	FY	0.50
			Associate Dean	Special		11/14/2024	72,165	FY	0.50
		College of Public Affrs & Comm Svc	Associate Dean	Special	11/15/2024		81,835	FY	0.50
		Gerontology	Doctoral Program Chair	Special		11/14/2024	5,000	FY	0.00
09/09	DeSanti, Brady James	Philosophy & Religion	Associate Professor	Continuous	10/29/2024		70,947	AY	1.00
			Associate Professor	Continuous		10/28/2024	70,947	AY	1.00
		College of Arts and Sciences	Director, Native American Studies	Special	10/29/2024	5/16/2025	3,600	AY	0.00
			Director, Native American Studies	Special		10/28/2024	3,600	AY	0.00
09/07	Doctor, Austin C	Center for Collaboration Sciences	Lead of Counterterrorism Research Init	Special	12/1/2024	5/31/2025	10,000	AY	0.00
		Political Science	Assistant Professor	Specific	12/1/2024		71,016	AY	1.00



**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA AT OMAHA**  
**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>
		Assistant Professor	Specific		11/30/2024	71,016	AY	1.00
	Center for Collaboration Sciences	Director of Research Excellence	Special	12/1/2024	9/30/2025	24,000	AY	0.00
		Director of Research Excellence	Special		11/30/2024	24,000	AY	0.00
09/10	Political Science	Assistant Professor	Specific	10/1/2024		71,016	AY	1.00
		Assistant Professor	Specific		9/30/2024	71,016	AY	1.00
	Center for Collaboration Sciences	Director of Research Excellence	Special	10/1/2024	9/30/2025	24,000	AY	0.00
		Director of Research Excellence	Special		9/30/2024	32,000	AY	0.00
06/07	Dodge, Keristiena	Office of the Chancellor	Chief of Staff	Special	12/1/2024	150,000	FY	1.00
			Chief of Staff	Special		127,217	FY	1.00
09/07	Elson, Joel S	School of Interdisciplinary Informat	Assistant Professor	Specific	11/1/2024	117,350	AY	1.00
			Assistant Professor	Specific		117,350	AY	1.00
	Center for Collaboration Sciences	Head of IT Innovation Initiatives	Special	11/1/2024	6/30/2025	10,000	AY	0.00
09/07	Freeman-Wakefield, Ellen P	College of Public Affrs & Comm Svc	Assistant Dean	Special	11/1/2024	45,000	FY	0.50
	Public Administration	Senior Community Service Associate	Special	11/1/2024	8/31/2025	45,000	FY	0.50
		Senior Community Service Associate	Special		10/31/2024	86,528	FY	1.00
09/08	Goldsberry, Tammy S	Budget	Assistant Vice Chancellor for Budget &	Special	10/1/2024	154,500	FY	1.00
	Academic Affairs	Director of Academic Budget	Special		9/30/2024	132,973	FY	1.00
06/00	Gomez Johnson, Kelly M	Teacher Education	Chairperson	Special	10/1/2024	77,842	FY	0.60
		Chairperson	Special		6/30/2024	74,797	FY	0.60
		Hollie Bethel Professorship	Special	10/1/2024	8/31/2026	10,000	FY	0.00
		Hollie Bethel Professorship	Special		6/30/2024	10,000	FY	0.00
		Associate Professor	Continuous	10/1/2024		41,895	FY	0.40
		Associate Professor	Continuous		6/30/2024	39,865	FY	0.40
09/07	Grant, Farrah L	Sociology	Director, Sustainabilty Minor	Special	11/1/2024	1,000	AY	0.00
09/07	Hansen, Katie E	College of Public Affrs & Comm Svc	Assistant Dean for Student Success	Special	11/15/2024	40,000	FY	0.50
	School of Criminology & Crim Justice	Senior Advisor/Dir of Advising, Omaha	Other	11/15/2024		40,000	FY	0.50
		Senior Advisor/Dir of Advising, Omaha	Other		11/14/2024	67,361	FY	1.00
06/07	Huang, Chenyu	Aviation Institute	Associate Professor	Continuous	10/1/2024	82,450	AY	1.00
		Associate Professor	Continuous		9/30/2024	82,450	AY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA AT OMAHA**  
**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>
		Research Lab Coordinator	Special	10/1/2024	5/23/2025	2,000	AY	0.00
		Dist. Prof of Aviation	Special	10/1/2024	8/31/2028	8,000	AY	0.00
		Dist. Prof of Aviation	Special		9/30/2024	8,000	AY	0.00
09/07	Aviation Institute	Associate Professor	Continuous	10/1/2024		82,450	AY	1.00
		Associate Professor	Continuous		9/30/2024	82,450	AY	1.00
		Research Lab Coordinator	Special	10/1/2024	5/23/2025	2,000	AY	0.00
		Dist. Prof of Aviation	Special	10/1/2024	8/31/2028	8,000	AY	0.00
		Dist. Prof of Aviation	Special		9/30/2024	8,000	AY	0.00
09/09	Infante, Nicole M	Mathematics	Director, Quantitative Reasoning	Special	10/24/2024	25,000	AY	0.00
			Director, Quantitative Reasoning	Special		25,000	AY	0.00
			Professor	Continuous	10/24/2024	112,248	AY	1.00
			Professor	Continuous		112,248	AY	1.00
09/10	Karumattu Manattu, Arun	Biomechanics	Research Associate	Special	10/1/2024	55,000	FY	1.00
			Research Associate	Special		55,000	FY	1.00
09/07	Kearns, Erin M	School of Criminology & Crim Justice	Associate Professor	Continuous	11/1/2024	90,653	AY	1.00
			Associate Professor	Continuous		90,653	AY	1.00
		Center for Collaboration Sciences	Lead of Prevention Research Initiatives	Other	11/1/2024	10,000	AY	0.00
		School of Criminology & Crim Justice	Coordinator	Special	11/1/2024	2,848	AY	0.00
			Coordinator	Special		2,848	AY	0.00
29/01	Myers, Sara A	Office of Research & Creative Actvty	Associate Vice Chancellor for Research	Special	10/1/2024	239,145	FY	0.94
			Associate Vice Chancellor for Research	Special		178,087	FY	0.70
09/10	Parsons, Katherine L	Center for Collaboration Sciences	Research Associate	Special	12/1/2024	81,799	FY	1.00
			Research Associate	Special		81,799	FY	1.00
09/07	Pleggenkuhle-Miles, Erin G	Management	Professor	Continuous	11/1/2024	144,146	AY	1.00
			Professor	Continuous		144,146	AY	1.00
		College of Business Administration	Assistant Chair, Dept of Mgmt	Special	11/1/2024	5,000	AY	0.00
			Assistant Chair, Dept of Mgmt	Special		5,000	AY	0.00
		Center for Collaboration Sciences	Co-Lead of Strategic Planning	Special	11/1/2024	10,000	AY	0.00
		Academic Affairs	Administrative Faculty Fellow	Special	11/1/2024	3,600	AY	0.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA AT OMAHA**  
**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 Price, John T	English	Administrative Faculty Fellow	Special		10/31/2024	3,600	AY	0.00
		Professor	Continuous	10/29/2024		88,947	AY	1.00
		Professor	Continuous		10/28/2024	88,947	AY	1.00
		Regents/Foundation	Special	10/29/2024	8/31/2025	5,000	AY	0.00
		Regents/Foundation	Special		10/28/2024	5,000	AY	0.00
		Director, Creative Nonfiction Writing	Special	10/29/2024	5/23/2025	3,000	AY	0.00
09/09 Proulx, Patrice June	World Languages & Literature	Director, Creative Nonfiction Writing	Special		10/28/2024	3,000	AY	0.00
		Professor	Continuous	10/29/2024		90,381	AY	1.00
	College of Arts and Sciences	Professor	Continuous		10/28/2024	90,381	AY	1.00
		Director, Women & Gender Studies	Special	10/29/2024	5/23/2025	3,600	AY	0.00
09/10 Reding, Tracie L	Academic Affairs	Director, Women & Gender Studies	Special		10/28/2024	3,600	AY	0.00
		Senior Research Associate - Stem Trail	Special	10/1/2024	9/30/2025	81,799	FY	1.00
		Physics	Senior Research Associate - Stem Trail	Special		6/30/2024	80,000	FY
09/07 Richter-Egger, Dana L	Academic Affairs	Leadership Faculty Fellow	Special	11/1/2024	5/23/2025	3,600	AY	0.00
		Leadership Faculty Fellow	Special		10/31/2024	3,600	AY	0.00
	College of Arts and Sciences	Director, Math Science Learning Center	Special	11/1/2024	5/21/2027	55,781	AY	0.75
		Director, Math Science Learning Center	Special		10/31/2024	55,781	AY	0.75
		Position Number Holding Area	Co-Director of Sustainability Minor	Special	11/1/2024	5/23/2025	1,000	AY
09/09	Academic Affairs	Leadership Faculty Fellow	Special	10/29/2024	5/23/2025	3,600	AY	0.00
		Leadership Faculty Fellow	Special		10/28/2024	3,600	AY	0.00
	College of Arts and Sciences	Director, Math Science Learning Center	Special	10/29/2024	5/21/2027	55,781	AY	0.75
		Director, Math Science Learning Center	Special		10/28/2024	55,781	AY	0.75
09/07 Schwartz, Lori N	Criss Library	Assistant Professor	Specific	10/1/2024		66,116	FY	1.00
		Assistant Professor	Specific		9/30/2024	66,116	FY	1.00
		Asst Dir, Archives & Special Collections	Special	10/1/2024	12/31/2027	9,000	FY	0.00
09/10 Walker, Andrea M	Center for Collaboration Sciences	Research Associate	Special	12/1/2024	11/30/2025	81,799	FY	1.00
		Research Associate	Special		11/30/2024	80,000	FY	1.00
06/00	Error Correction							
06/07	Additional Responsibilities							

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA AT OMAHA**  
**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>
06/09	Change in Payment Schedule						
09/07	Position Add/Change						
09/08	Reclassification						
09/09	Other Status Change						
09/10	Extension of Appointment						
29/01	Change Employment %						

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**  
**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>
Blomstedt, Matthew L	External Relations	Assoc VP, Government Relations	Special	10/1/2024		280,000	FY	1.00
Fiala, Debra R	VP and General Counsel	Sr. Associate General Counsel	Special	12/1/2024		180,000	FY	1.00

**PERSONNEL REPORT**  
**10/01/2024 - 12/31/2024**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**  
**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>
09/26 Klintoe, Jaclyn L	VP and General Counsel	Associate General Counsel	Special	11/1/2024		144,000	FY 1.00
		Assoc Gen Counsel/Dir Univ Records	Special		10/31/2024	138,000	FY 1.00

09/26 Advance W/in Unit R



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Report on acquisition of property located at 801 West 27<sup>th</sup> Street, Kearney for UNK

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Charlie J Bicak Interim Chancellor  
Jane Sheldon, Interim Vice Chancellor for Business and Finance

### **PURPOSE & KEY POINTS**

The property is adjacent to the new UNK FSL housing approved by the BOR on February 12, 2021. Purchase of the parcel is of strategic importance because it provides the entire block of parcels on West 27<sup>th</sup> Street between 9<sup>th</sup> and 8<sup>th</sup> Ave for future development of student parking.

**PROJECT BUDGET**      **\$180,000**

### **BACKGROUND INFORMATION**

At the December 6, 2024, Board of Regents Meeting five parcels of residential property were approved for a real estate exchange for future development of additional residential parking. The subject property is the last parcel of land on West 27<sup>th</sup> Street between 9<sup>th</sup> and 8<sup>th</sup> Ave.

Acquisition of real property having a value between \$100,000 and \$250,000 shall be reported to the Board of Regents.

### **RECOMMENDATION**

The President recommends approval.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:**      Semiannual Report on Licenses ending December 31, 2024, for University of Nebraska Medical Center

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

*This is a report required by Regents' policy.*

**PRESENTERS:**              H. Dele Davies, Interim Chancellor  
    Michael Dixon, Director, UNeMed

**Licenses and Options Executed  
 July 1, 2024 – December 31, 2024**

<u>Type of Action</u>	<u>Campus</u>	<u>Licensee</u>	<u>Description of Product/Service</u>	<u>Term of License</u>	<u>Effective Date</u>	<u>Contractual Requirements</u>
Intellectual Property Option	UNMC	BFields Solutions, Inc.	Automated Antibiogram Software	7.5 Months	8/9/2024	N/A
Intellectual Property Exclusive License	UNMC	Bimini Manufacturing, LLC	Immune Stimulating Peptides for Infectious Disease	Life of Intellectual Property	9/30/2024	Milestone Payments, Minimum Royalties, Sublicensing, Royalties
Intellectual Property Option	UNO	Blue Bear Management	Golf Ball Retrieval Device	6 Months	10/16/2024	N/A
Intellectual Property Option	UNMC	Patrick Lechtenberger	Anti-Microbial Peptide Implant Coatings	3 Months	10/21/2024	N/A
Intellectual Property Option	UNO	Vigiliti, Inc.	Terrorism Prevention Chatbot	3 Months	12/5/2024	N/A
Intellectual Property Option	UNO	James Young	Pink Noise for Human Health	6 Months	12/28/2024	N/A





## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Report of Bids and Contracts

**Review**

**Review + Action**

**Action**

**Discussion**

*This is a report required by Regents' policy.*

**PRESENTERS:** Anne C. Barnes, Interim VP | CFO

### **PURPOSE & KEY POINTS**

The attached report is a summary of bids and contracts 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 January 31, 2025.

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.

Contracts over \$1,000,000 December 1, 2023– January 31, 2025  
 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	UNL	Athletic Fields (C909) Renovate Two Grass Practice Fields	Campus Funds	\$3,618,350	\$3,299,020	BrightView Landscape Development, Inc.	Low Bid Construction
Construction	UNL	Facilities Management & Planning (C152) LB384 HVAC Replacement	LB384	\$1,536,667	\$1,536,667	Sampson Construction Co., Inc.	Low Bid Construction
Construction	UNL	Hawks and Memorial Stadium (C909) Synthetic Turf Replacement	Campus Funds	\$2,380,700	\$2,403,730	Hellas Construction, Inc.	Cooperative Pricing
Consultant	UNL	Memorial Stadium (multiple) Improvement	Foundation	\$6,500,000	\$6,499,949	Beck TV (AR Beck & Associates Inc)	Public Bid
Purchase Order	UNO	Baxter Arena Display Boards	Auxiliary	\$2,486,602	\$2,486,602	Daktronics LLC	Cooperative Pricing
Construction	UNO	UNO Electrical Switch Relocation LB384	LB384	\$2,245,800	\$1,330,000	Harold K Scholz Co	Non-Competitive Purchase
Construction	UNMC	Innovation HUB at Catalyst	UNMC F&A	\$26,750,000	\$1,641,500	Boyd Jones Construction Company	CMR Selection Process
Construction	UNMC	Saddle Creek Campus Public Improvements	UNMC F&A	\$20,000,000	\$7,443,527	Valley Corporation	Low Responsible Bid
Change Order	UNMC	Saddle Creek Campus Public Improvements	UNMC F&A	\$20,000,000	\$5,895,356	Valley Corporation	Low Responsible Bid
Purchase Order	UNMC	Learning and Simulation Tools	Student Fees	\$1,200,000	\$1,200,000	Assessment Tech Institute	Non-Competitive

\*Approved budget amount represents the entirety of the applicable budget lines.

\*\* GMP = Guaranteed Maximum Price; entry is a GMP amendment to a prior contract.

\*\*\* A/E Amendment; entry is an amendment to a prior contract.



# BOARD OF REGENTS AGENDA ITEM SUMMARY

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Approve the 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:** Charles J. Bicak, Interim Chancellor  
Jane Sheldon, Interim Vice Chancellor of Business and Finance

## PURPOSE & KEY POINTS

University of Nebraska at Kearney  
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter  
October 1, 2024 through December 31, 2024

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2024 – 09/30/2024	\$ 55,000	\$ 8,026,256	\$0	\$ 15,860	\$ 8,097,116
10/01/2024 – 12/31/2024	\$ 1,767,789	\$ 2,023,831	\$0	\$ 72,570	\$ 3,864,190
01/01/2025 – 03/31/2025	\$0	\$0	\$0	\$0	\$0
04/01/2025 – 06/30/2025	\$0	\$0	\$0	\$0	\$0
Fiscal YTD Totals	<u>\$ 1,822,789</u>	<u>\$10,050,087</u>	<u>\$0</u>	<u>\$ 88,430</u>	<u>\$11,961,306</u>
2023-2024 Totals	<u>\$ 828,891</u>	<u>\$ 5,201,794</u>	<u>\$0</u>	<u>\$ 170,884</u>	<u>\$ 6,201,569</u>
2022-2023 Totals	<u>\$ 821,444</u>	<u>\$ 612,763</u>	<u>\$0</u>	<u>\$ 68,872</u>	<u>\$ 6,053,079</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
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA AT KEARNEY  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER October 1, 2024 – December 31, 2024

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Student Scholarships	\$1,758,434

Subtotal	\$0
Total amount of Gifts under \$100,000	\$ 9,355
Total Gifts for the Quarter	\$1,767,789

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
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Subtotal	\$ 0
Total amount of all Grants under \$1,000,000	\$ 2,023,831
Total Grants for the Quarter	\$ 2,023,831

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
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Subtotal			\$72,570
Total amount of Contracts under \$400,000			\$72,570
Total Contracts for the Quarter			\$72,570



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**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 Bennett, Chancellor  
Jennifer Nelson, Interim Vice Chancellor of Research and Innovation

**PURPOSE & KEY POINTS**

University of Nebraska-Lincoln  
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter  
October 1, 2024, through December 31, 2024

	Gifts	Grants	Bequests	Contracts	Totals
Description	A	B	C	D	
07/01/2024 – 09/30/2024	\$158,994	\$83,575,983	\$0	\$10,514,707	\$94,249,684
10/01/2024 – 12/31/2024	596,841	65,447,626	0	12,769,669	78,814,136
01/01/2025 – 03/31/2025	0	0	0	0	0
04/01/2025 – 06/30/2025	0	0	0	0	0
<b>Fiscal YTD Totals</b>	<u>\$755,835</u>	<u>\$149,023,609</u>	<u>\$0</u>	<u>\$23,284,376</u>	<u>\$173,063,820</u>
<b>2023-2024 Totals</b>	<u>\$914,168</u>	<u>\$306,704,635</u>	<u>\$0</u>	<u>\$39,722,287</u>	<u>\$347,341,090</u>
<b>2022-2023 Totals</b>	<u>\$3,159,305</u>	<u>\$309,348,534</u>	<u>\$0</u>	<u>\$44,733,796</u>	<u>\$357,241,635</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
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA-LINCOLN  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER October 1, 2024 – December 31, 2024

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal	\$0
	Total amount of Gifts under \$100,000	\$596,841
	Total Gifts for the Quarter	\$596,841

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Justin Chase Brown Academic Services & Enrollment Management	Undergraduate Scholarships FY 24-25	\$8,330,112
Bill & Melinda Gates Foundation	Nicholas Brozovic Robert B. Daugherty Water for Food Institute	Irrigation as a Service: Viability for SSPs	\$3,479,278
DOD-Office of Naval Research	Craig Zuhlke Department of Electrical and Computer Engineering	Shaping metallic surfaces using femtosecond laser pulses for thermal system management and other applications	\$3,137,396
Environmental Protection Agency	Xu Li Department of Civil and Environmental Engineering	A Multistate Study to Establish A Risk Assessment Framework for the AMR in Surface Water Attributable to Municipal Wastewater and Biosolids	\$2,374,999
DHHS-Nat Inst Gen Medical Sci	Jiantao Guo Department of	Nebraska Center for Integrated Biomolecular Communication, Phase 2	\$2,319,707

Chemistry

Agency for Intl Development	Nicole Lefore Robert B. Daugherty Water for Food Institute	USAID Feed the Future Innovation Lab for Irrigation & Mechanization Systems	\$2,270,000
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	\$2,154,099
Dept of Agriculture-OCE	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	\$2,000,000
Bill & Melinda Gates Foundation	Troy Anderson Department of Entomology	Novel Assays for Cuticular Penetration and Pharmacokinetics	\$1,993,647
Dept of Housing & Urban Devel	Jeff M Chambers Center on Children, Families and the Law	Nebraska Youth Homelessness System Improvement Partnership	\$1,300,937
Dept of Agriculture-NRCS	Bijesh Maharjan Panhandle Research and Extension Center	Promoting Optimized Fertilizer Nitrogen Management for Conservation Stewardship in Sugar Beet Production	\$1,116,149
Dept of Interior-NPS	Paul Hanson School of Natural Resources	Master Cooperative Agreement with National Park Service	\$1,100,000
Ne Dept Education	Pam Shanahan Bazis Department of Special Education and Communication Disorders	Nebraska Literacy Project	\$1,000,000
	Subtotal		\$32,576,324



Total amount of all Grants under \$1,000,000	\$32,871,302
Total Grants for the Quarter	\$65,447,626

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Ne Dept Health & Human Serv	Dori Smidt College of Education and Human Sciences (Dean's Office)	DHHS Bulk Contract for Epidemiologist and Informatics	\$1,639,428
Natl Strategic Rsch Inst (NSRI)	David Berkowitz Department of Chemistry	Medical Countermeasure Drug Discovery and Development	\$1,313,931
Ne Dept Health & Human Serv	Shannon Bartelt-Hunt Department of Civil and Environmental Engineering	NWSS Laboratory Workplan	\$916,123
DOD-Army Corps of Engineers	Ruben Behnke School of Natural Resources	Upper Missouri Basin Soil Moisture and Snowpack Monitoring	\$874,335
Industry Sponsor	Scott Johnson Biological Process Development Facility	Tech Transfer, Development, and Manufacturing of a Biotherapeutic	\$622,935
Center for Adoption Support and Education	Michelle Graef Center on Children, Families and the Law	National Center for Adoption Competent Mental Health Services	\$550,000
	Subtotal		\$5,916,752
	Total amount of Contracts under \$400,000		\$6,852,917
	Total Contracts for the Quarter		\$12,769,669



# BOARD OF REGENTS AGENDA ITEM SUMMARY

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Report of Gifts, Grants, Contracts and Bequests for University of Nebraska Medical Center

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

*This is a report required by Regents' policy.*

**PRESENTERS:** H. Dele Davies, Interim 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  
October 1, 2024, through December 31, 2024

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2024 – 09/30/2024	\$244,308	\$62,241,717	\$0	\$22,826,519	\$85,312,544
10/01/2024 – 12/31/2024	\$209,418	\$12,819,492	\$0	\$33,398,574	\$46,427,484
01/01/2025 – 03/31/2025					
04/01/2025 – 06/30/2025					
<b>Fiscal YTD Totals</b>	<u>\$453,726</u>	<u>\$75,061,209</u>	<u>\$0</u>	<u>\$56,225,093</u>	<u>\$131,740,028</u>
<b>2023-2024 Totals</b>	<u>\$941,743</u>	<u>\$129,072,380</u>	<u>\$17,716</u>	<u>\$92,259,070</u>	<u>\$222,290,909</u>
<b>2022-2023 Totals</b>	<u>\$959,969</u>	<u>\$140,558,587</u>	<u>\$0</u>	<u>\$108,933,816</u>	<u>\$250,452,372</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
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA MEDICAL CENTER  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER October 1, 2024 – December 31, 2024

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Hattie B. Munroe Foundation	Camp Munroe	\$153,134
	Subtotal	\$153,134
	Total amount of Gifts under \$100,000	\$56,284
	Total Gifts for the Quarter	\$209,418

\*\*\*\*\*

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	\$12,819,492
		Total Grants for the Quarter	\$12,819,492

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NE DHHS	CON-Northern Division	CDC Covid-19 Crisis Response Workforce Cooperative Agreement	\$816,040
Seattle Genetics, Inc,	Int Med Oncology/Hematology	A randomized, phase 3, open-label study to evaluate SGN-B6A compared with docetaxel in adult subjects with previously treated non- small cell lung cancer (Be6ALung01)	\$480,414
EMMES Corporation	Neurological Sciences	National NeuroHIV Tissue Consortium (NNTC) Data Coordinating Center	\$565,348
Neurona Therapeutics, Inc.	Neurological Sciences	A First-in-human (FIH) Study of Inhibitory Interneurons (NRTX-1001) in DrugResistant	\$457,457

		Unilateral Mesial Temporal Lobe Epilepsy (MTLE) (Neurona)	
Summit Therapeutics	Int Med Oncology/Hematology	A Randomized, Controlled, Multiregional Phase 3 Study of Iponescimab Combined with Chemotherapy Versus Pembrolizumab Combined with Chemotherapy for the First-line Treatment of Metastatic Squamous Non-small Cell Lung Cancer (HARMONi-3)	\$1,358,520
Westat, Inc.	COPH Health Promotion	Wellness Advocacy Zones: Opportunities for Kinship Involvement	\$1,153,195
NE DHHS	Pathology, Microbiology & Immunolog	Bioterrorism Laboratory Services Agreement	\$740,000
National Strategic Research Institute	Vice Chancellor for Research	Medical Countermeasure Drug Discovery and Development Increment 3 (replaces PID 28120/IFID 18174)	\$1,379,200
Bristol-Myers Squibb Company	Int Med Oncology/Hematology	A phase 1, multicenter, open label study to evaluate the safety and preliminary efficacy of BMS-986393 in Novel combinations in patients with relapsed and/or refractory multiple myeloma and determine the recommended dose for each add on...(CA088)	\$625,015
AbbVie, Inc.	Int Med Oncology/Hematology	A Phase 3, Multicenter, Randomized, Open-Label Trial to Evaluate the Safety and Efficacy of Epcoritamab + Rituximab and Lenalidomide (R2) Compared to Chemoimmunotherapy in Previously Untreated Follicular Lymphoma (EPCOREFL-2)(EPCORE FL2)	\$702,547
Genentech, Inc.	Int Med Oncology/Hematology	A PHASE II, OPEN-LABEL, MULTICENTER, RANDOMIZED STUDY OF THE EFFICACY AND SAFETY OF ADJUVANT AUTOGENE CEVUMERAN PLUS ATEZOLIZUMAB AND mFOLFIRINOX VERSUS mFOLFIRINOX ALONE IN PATIENTS WITH RESECTED PANCREATIC DUCTAL	\$485,407

ADENOCARCINOMA (GO-Vaccine)

Brigham & Women's Hospital	Int Med DEM	PREvention of Cardiovascular and Diabetic kidney disease in Type 2 Diabetes (PRECIDENTD) Study	\$1,443,750
Emory University	COPH Environ, Agri & Occ Health	National Ebola Training and Education Center	\$3,101,850
Duke University	Family Medicine	Evaluating Inclisiran as a solution to improve LDL-C management and close care gaps in an inclusive ASCVD and ASCVD risk equivalent population (VICTORION-INCLUSION) (VInclusion)	\$612,126
NE DHHS	MMI Administration	ADRC - Medicaid Administrative Claiming	\$488,511
NE DHHS	COPH Health Promotion	DHHS Graduate Student Assignees Applied Experience in Public Health Surveillance Epidemiology	\$570,267
Henry M Jackson Foundation for the Advancement of Military Medicine	COPH Environ, Agri & Occ Health	NDMS Pilot Site Sustainment	\$500,000
NE DHHS	COPH Epidemiology	DHHS 2 Epidemiologist Disease Surveillance Positions	\$675,224
Nebraska Medical Center	Int Med Infectious Diseases	Regional Emerging Special Pathogen Treatment Center - Region VII	\$482,980
NE DHHS	Pediatrics Hematology/Oncology	CHRI Pediatric Cancer Research Group (State Funds)	\$2,700,000
JANSSEN R&D, LLC	Int Med Oncology/Hematology	A Phase 3 Randomized Study Comparing Talquetamab in Combination with Pomalidomide (Tal-P), Talquetamab in Combination with Teclistamab (Tal-Tec), and Investigators Choice of Either Elotuzumab, Pomalidomide, and Dexamethasone (EPd) or Pomal...(MonumentAL)	\$586,787

Merck Sharp & DohmeInt Med Corp.	A Phase 3 Randomized, Open-label Study of Oncology/Hematology MK-5684 Versus Alternative Abiraterone Acetate or Enzalutamide in Participants With Metastatic Castration-resistant Prostate Cancer (mCRPC) Previously Treated With Next-generation Hormonal Agent (NHA)(MK5684-003)	\$771,637
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Subtotal	\$20,696,275
Total amount of Contracts under \$400,000	\$12,702,299
Total Contracts for the Quarter	\$33,398,574



# BOARD OF REGENTS AGENDA ITEM SUMMARY

**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Report of Gifts, Grants, Contracts and Bequests for University of Nebraska at Omaha

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Joanne Li, Chancellor  
Carol Kirchner, Vice Chancellor of Business and Finance

## PURPOSE & KEY POINTS

University of Nebraska at Omaha  
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter  
October 1, 2024, through December 31, 2024

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2024 – 09/30/2024	\$2,334,467	\$27,105,688	\$0	\$6,858,332	\$36,298,487
10/01/2024 – 12/31/2024	\$2,989,250	\$8,814,757	\$80,199	\$1,381,215	\$13,265,421
01/01/2025 – 03/31/2025	\$	\$	\$0	\$	\$
04/01/2025 – 06/30/2025	\$	\$	\$	\$	\$
Fiscal YTD Totals	<u>\$5,323,717</u>	<u>\$35,920,445</u>	<u>\$80,199</u>	<u>\$8,239,547</u>	<u>\$49,563,908</u>
2023-2024 Totals	<u>\$16,112,610</u>	<u>\$56,986,314</u>	<u>\$140,668</u>	<u>\$7,723,982</u>	<u>\$80,963,574</u>
2022-2023 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>

- 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
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA AT OMAHA  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER OCTOBER 1, 2024 – DECEMBER 31, 2024

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
UNF	Support Fund- AI Learning	\$360,000
UNF	Scott Scholars-Summer Design	\$346,910
UNF	First Year Experience	\$282,236
UNF	Support Fund-Eduvantis	\$127,545
UNF	Support Fund- H&K Equipment	\$124,642
UNF	Service-Learning Academy	\$137,763
UNF	Carl Mammel UNO CBA Excellence	\$109,008
Pettengill Trust	Scholarships	\$358,745
Ne Philanthropic Trust	Score Table Arena	\$106,450
Ne Philanthropic Trust	Decking, Lighting Arena	\$178,703
	Subtotal	<b>\$2,132,002</b>
	Total amount of Gifts under \$100,000	\$857,248
	Total Gifts for the Quarter	\$2,989,250

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Dept of Energy	Physics	Research	\$1,382,898
	Subtotal		\$1,382,898
	Total amount of all Grants under 1,000,000		<u>\$7,431,859</u>
	Total Grants for the Quarter		\$8,814,757

\*\*\*\*\*



Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Dept of Homeland Security	School of Interdisciplinary Informatics	Research	\$1,267,870
	Subtotal		\$1,267,870
	Total amount of Contracts under \$400,000		\$113,345
	Total Contracts for the Quarter		\$1,381,215



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance**

**April 11, 2025**

**AGENDA ITEM:** Quarterly Capital Construction Report Ending December 31, 2024

**Review**

**Review + Action**

**Action**

**Discussion**

*This is a report required by Regents' policy.*

**PRESENTERS:** Anne Barnes, Interim Vice President | 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 the Board of Regents approval and ends one year following substantial completion.

The report fulfills the requirements of R.P.6.3.2.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 December 31, 2024.

**University of Nebraska Quarterly Status Report**  
**Board of Regents Approved Capital Construction Projects**

As of December 31, 2024

**KEARNEY**

**Calvin T. Ryan Library LB384 Renovation**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	10/8/2021	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
Construction Start:	6/1/2022		DLR Group Inc.	\$2,207,300			1	\$35,750	\$2,243,050	A/E Selection	Non Construction:
Construction End Date:	7/31/2024	12/31/2024	MCL Construction	\$11,000	1	\$19,181,145	2	\$539,610	\$19,731,755	CM at Risk Selection	Total Project Cost:
Phase: Construction											% funds expended:
											95%
											<b>Funding Source</b>
											State Funds LB384
											\$25,000,000
											Total Funding
											\$25,000,000

**Douglas A. Kristensen Rural Health Education Complex**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	8/11/2022	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
Construction Start:	9/30/2023		RDG Planning & Design	\$5,338,300			1	\$37,735	\$5,376,035	A/E Selection	Non Construction:
Construction End Date:	7/31/2025	12/31/2025	MCL Construction	\$7,500	2	\$63,917,500	1	\$26,534	\$63,951,534	CM at Risk Selection	Total Project Cost:
Phase: Construction											% funds expended:
											47%
											<b>Funding Source</b>
											Federal
											\$60,000,000
											Private/Trust
											\$35,000,000
											Total Funding
											\$95,000,000

**New Fraternity and Sorority Life (FSL) Housing**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	8/11/2022	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
Construction Start:	5/1/2021		BWBR Architects Inc.	\$1,949,250			1	\$436,800	\$2,386,050	A/E Selection	Non Construction:
Construction End Date:	5/31/2023	11/7/2023	Sampson Construction Co.,	\$25,000	4	\$27,805,395	6	(\$151,085)	\$27,679,310	CM at Risk Selection	Total Project Cost:
Phase: Warranty											% funds expended:
											99%
											<b>Funding Source</b>
											Campus Funds
											\$32,646,000
											Total Funding
											\$32,646,000

**Warner Hall LB384/LB309 Renovation**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	8/11/2022	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
Construction Start:	9/30/2022		Wilkins Architecture Design	\$388,750					\$388,750	A/E Four Year	Non Construction:
Construction End Date:	11/30/2024	3/7/2024	Central Contracting	\$5,888,000			4	\$219,025	\$6,107,025	Low Responsible Bid	Total Project Cost:
Phase: Warranty											% funds expended:
											100%
											<b>Funding Source</b>
											State Funds LB384
											\$5,650,000
											State Funds LB309
											\$475,000
											Campus Funds
											\$500,000
											Total Funding
											\$6,625,000

**University of Nebraska Quarterly Status Report**  
**Board of Regents Approved Capital Construction Projects**

As of December 31, 2024

**LINCOLN**

**Agricultural Hall HVAC and Fire Sprinkler**

BoR Schedule Dates	Contracts		Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	Non Construction:
2/9/2024										\$5,151,068	
7/3/2023		Alvine & Assoc	\$252,000			1	\$24,500	\$276,500	A/E Four Year		\$609,003
5/17/2024	7/30/2024	BIC Construction LLC	\$3,620,000			12	\$49,042	\$3,669,042	Low Responsible Bid	Total Project Cost:	\$5,760,071
Phase: Warranty											
<b>Amendments this quarter</b>											
None											
<b>Change Orders this quarter</b>											
BIC CO-12 (\$4,742)											
<b>Funding Source</b>											
State Funds LB384 \$5,760,071											
Total Funding \$5,760,071											

**Andrews Hall Air Handling Unit Replacement**

BoR Schedule Dates	Contracts		Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	Non Construction:
12/2/2022										\$5,116,231	
5/22/2023		Farris Engineering Inc.	\$360,500			1	\$43,000	\$403,500	A/E Four Year		\$902,469
5/17/2024		Farris Engineering Inc.	\$45,310					\$45,310	A/E Four Year	Total Project Cost:	\$6,018,700
5/29/2024		BIC Construction LLC	\$3,461,000			10	\$263,020	\$3,724,020	Low Responsible Bid	% funds expended:	93%
Phase: Warranty											
<b>Amendments this quarter</b>											
None											
<b>Change Orders this quarter</b>											
BIC CO-9 \$11,413											
BIC CO-10 \$42,799											
<b>Funding Source</b>											
State Funds LB384 \$6,018,700											
Total Funding \$6,018,700											

**Architecture Complex LB384 Renovation**

BoR Schedule Dates	Contracts		Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	Non Construction:
4/8/2022										\$24,211,940	
11/30/2022		HDR Architecture, Inc	\$1,130,000			2	\$383,500	\$1,513,500	A/E Selection		\$2,938,060
8/31/2023	8/16/2024	The Whiting-Turner Contracting	\$32,024	4	\$22,226,247			\$22,258,271	CM at Risk Selection	Total Project Cost:	\$27,150,000
Phase: Construction											
<b>Amendments this quarter</b>											
None											
<b>Change Orders this quarter</b>											
None											
<b>Funding Source</b>											
Private/Trust \$2,806,119											
State Funds LB384 \$24,343,881											
Total Funding \$27,150,000											

**Carolyn Pope Edwards Hall, formerly Mabel Lee Hall Replacement Building (LB957)**

BoR Schedule Dates	Contracts		Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	Non Construction:
6/1/2017										\$36,450,000	
1/31/2020		Sinclair, Hille & Associates, Inc	\$2,450,000			3	\$361,776	\$2,811,776	A/E Selection		\$9,550,000
11/30/2021	8/8/2022	Hausmann Construction, Inc.	\$28,541,600			16	\$1,377,211	\$29,918,811	Low Responsible Bid	Total Project Cost:	\$46,000,000
Phase: Warranty											
	10/25/2024	Dickey-Hinds-Muir Incorporat	\$1,124,200			5	\$106,971	\$1,231,171	Low Responsible Bid	% funds expended:	97%
	12/31/2023	Hausmann Construction, Inc.	\$258,334			3	\$18,122	\$276,456	Non-Competitive	<b>Funding Source</b>	
<b>Amendments this quarter</b>											
None											
<b>Change Orders this quarter</b>											
DHM CO-5 \$5,377											
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**

As of December 31, 2024

**LINCOLN**

**Feedlot Innovation Center at ENREEC**

BoR Schedule Dates	Contracts				Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget		
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$7,128,400	
Construction Start:	9/30/2022	9/30/2024	Settje Agri-Services & Engineer	7/20/2021	\$267,000	1	\$4,700,019	6	\$2,079,692	\$7,046,711	Design-Build	Non Construction:	\$371,600	
Construction End Date:	9/30/2023												Total Project Cost:	\$7,500,000
Phase:	Construction											% funds expended:	94%	
					Amendments this quarter			Change Orders this quarter			Funding Source			
					None			Set CO-7			Private/Trust		\$7,500,000	
											Total Funding		\$7,500,000	

**Kiewit Hall, Phase 2 College of Engineering Building**

BoR Schedule Dates	Contracts				Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget		
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$100,602,110	
Construction Start:	3/31/2021		Clark & Enersen, Inc.	5/13/2020	\$5,700,000			5	\$570,753	\$6,270,753	A/E Selection	Non Construction:	\$14,397,890	
Construction End Date:	11/30/2023	8/31/2024	Kiewit Bldg Group Inc	10/19/2020	\$525,000	6	\$93,139,975	13	\$1,832,520	\$95,497,495	CM at Risk Selection	Total Project Cost:	\$115,000,000	
Phase:	Construction											% funds expended:	98%	
					Amendments this quarter			Change Orders this quarter			Funding Source			
					None			Kiew CO-19			Private/Trust		\$115,000,000	
											Total Funding		\$115,000,000	

**Kimball Recital Hall LB384 Renovation**

BoR Schedule Dates	Contracts				Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$13,807,281	
Construction Start:	8/31/2022		Quinn Evans Architects Inc.	4/27/2022	\$1,048,500			7	\$211,017	\$1,259,517	A/E Selection	Non Construction:	\$2,266,684	
Construction End Date:	8/31/2024	3/21/2025	Sampson Construction Co.,	9/11/2023	\$12,980,882			16	\$95,306	\$13,076,188	Low Responsible Bid	Total Project Cost:	\$16,073,965	
Phase:	Construction											% funds expended:	85%	
					Amendments this quarter			Change Orders this quarter			Funding Source			
					None			Sam CO-15			State Funds LB384		\$16,073,965	
								Sam CO-16			Total Funding		\$16,073,965	

**Lied Center for Performing Arts Renovation and Addition**

BoR Schedule Dates	Contracts				Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$19,488,000	
Construction Start:	6/30/2022		HDR Architecture, Inc	12/12/2022	\$238,710					\$238,710	A/E Selection	Non Construction:	\$6,012,000	
Construction End Date:	8/31/2024		HDR Architecture, Inc	8/31/2023	\$2,086,442					\$2,086,442	A/E Selection	Total Project Cost:	\$25,500,000	
Phase:	Design Development											% funds expended:	16%	
					Amendments this quarter			Change Orders this quarter			Funding Source			
											Other		\$25,500,000	
					None			None			Total Funding		\$25,500,000	



**University of Nebraska Quarterly Status Report**  
**Board of Regents Approved Capital Construction Projects**

As of December 31, 2024

**LINCOLN**

**Outdoor Track Replacement**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
2/7/2020											\$22,697,000
3/31/2020		Clark & Enersen, Inc.	11/5/2019	\$675,000			2	\$297,000	\$972,000	A/E Four Year	Non Construction:
3/31/2021	1/1/2021	Nemaha Landscape Const.	10/27/2020	\$263,000			2	\$49,280	\$312,280	Low Responsible Bid	Total Project Cost:
1/17/2022		Nemaha Landscape Const.	2/3/2021	\$1,816,750			4	(\$641,000)	\$1,175,750	Low Responsible Bid	% funds expended:
5/4/2022		Nemaha Landscape Const.	5/4/2021	\$7,299,210			9	\$443,346	\$7,742,556	Low Responsible Bid	Funding Source
1/13/2024		Nemaha Landscape Const.	5/2/2023	\$1,562,800			3	\$102,257	\$1,665,057	Low Responsible Bid	Private/Trust
9/14/2025		Hausmann Construction, Inc.	10/14/2024	\$7,529,000					\$7,529,000	Low Responsible Bid	Total Funding
				Amendments this quarter			Change Orders this quarter				
				None			C&E CO-2			\$168,000	

**Pershing Military & Naval Science Building LB384 Renovation**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
12/3/2021											\$8,785,000
3/31/2022		HDR Architecture, Inc	9/22/2022	\$134,000			1	\$599,950	\$733,950	A/E Four Year	Non Construction:
12/31/2023	6/6/2025	BIC Construction LLC	11/22/2023	\$6,739,000			2	\$407,809	\$7,146,809	Low Responsible Bid	Total Project Cost:
				Amendments this quarter			Change Orders this quarter			% funds expended:	
				None			None			58%	
										Funding Source	
										State Funds LB384	
										\$10,212,000	
										Campus Funds	
										\$464,000	
										Total Funding	
										\$10,676,000	

**Scott Engineering Center Renovation & Link Replacement (LB957 & LB384)**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
8/3/2018											\$69,650,000
6/30/2019		RDG Schutte Wilsam Birge In	12/11/2018	\$5,651,000			5	\$605,000	\$6,256,000	A/E Selection	Non Construction:
9/30/2022	8/20/2024	Hausmann Construction, Inc.	12/12/2018	\$35,000	2	\$62,606,412	27	\$2,556,476	\$65,197,888	CM at Risk Selection	Total Project Cost:
				Amendments this quarter			Change Orders this quarter			% funds expended:	
				None			Hau CO-28			98%	
							Hau CO-29			Funding Source	
							Hau CO-30			State Appropriations	
										\$72,000,000	
										Private/Trust	
										\$5,456,000	
										State Funds LB384	
										\$2,500,000	
										Total Funding	
										\$79,956,000	

**Westbrook Music Building LB384 Replacement Project**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:
12/3/2021											\$66,410,923
5/31/2023		Sinclair, Hille & Associates, Inc.	4/20/2022	\$4,999,900			3	\$235,650	\$5,235,550	A/E Selection	Non Construction:
5/31/2025	7/24/2025	Hausmann Construction, Inc.	9/9/2022	\$75,000	4	\$62,958,163	1	\$163,433	\$63,196,596	CM at Risk Selection	Total Project Cost:
				Amendments this quarter			Change Orders this quarter			% funds expended:	
				None			Sin COPN-18			69%	
							Hau CO-5			Funding Source	
										State Funds LB384	
										\$78,056,923	
										Private/Trust	
										\$3,000,000	
										Total Funding	
										\$81,056,923	

**University of Nebraska Quarterly Status Report**  
**Board of Regents Approved Capital Construction Projects**

As of January 22, 2025

**MEDICAL CENTER**

**Campus Heating Hot Water Expansion (LB384)**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	
3/11/2022		Farris Engineering	4/25/2022	\$696,800					\$696,800	4 Year Agreement	Non Construction:	\$1,061,500
Construction Start:	4/30/2021	SYS-Kool LLC	6/27/2022	\$1,047,710					\$1,047,710		Total Project Cost:	\$15,000,000
Construction End Date:	10/31/2024	Kiewit Building Group	1/11/2023	\$10,176,317			1	\$0	\$10,176,317	CMR Selection Process	% funds expended:	97.19%
Phase:	Construction										<b>Funding Source</b>	
				Amendments this quarter			Change Orders this quarter				LB 384	\$14,940,600
				None			None				Total Funding	\$15,000,000

**COD Building Modernization (LB384)**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	
6/23/2022		Pact Studio, Inc.	7/8/2022	\$136,478	2	\$0			\$136,478	A/E Consultant	Non Construction:	\$3,566,996
Construction Start:	8/1/2023	Hausmann Construction	10/23/2023	\$8,627,595	2	\$0			\$8,627,595	CMR Selection Process	Total Project Cost:	\$14,000,000
Construction End Date:	5/1/2025										% funds expended:	66.81%
Phase:	Construction										<b>Funding Source</b>	
				Amendments this quarter			Change Orders this quarter				LB 384	\$14,000,000
				None			None				Total Funding	\$14,000,000

**Innovation Hub at Catalyst**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	
5/18/2022		SaddleCreek Innovation Distri	3/10/2023	\$26,750,000					\$26,750,000	CMR Selection Process	Non Construction:	\$0
Construction Start:	5/1/2023										Total Project Cost:	\$26,750,000
Construction End Date:	2/28/2025										% funds expended:	80.24%
Phase:	Design										<b>Funding Source</b>	
				Amendments this quarter			Change Orders this quarter				ILP	\$23,930,480
				None			None				Total Funding	\$26,750,000

**MSB AHU Replacement (LB384)**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	
10/21/2021		McCarthy Building Companies	4/14/2023	\$8,143,789	1	\$17,500			\$8,161,289	CMR Selection Process	Non Construction:	\$911,900
Construction Start:	4/30/2021										Total Project Cost:	\$9,960,400
Construction End Date:	5/31/2024										% funds expended:	94.14%
Phase:	Construction										<b>Funding Source</b>	
				Amendments this quarter			Change Orders this quarter				LB 384	\$9,960,400
				None			None				Total Funding	\$10,000,000



**University of Nebraska Quarterly Status Report**  
**Board of Regents Approved Capital Construction Projects**

As of January 22, 2025

**MEDICAL CENTER**

**Project Health**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget		
Project Approved:	1/24/2024	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$550,000
Construction Start:	8/1/2025		Tri-Party Agreement HDR/Kiev	1/2/2024	\$3,756,023	2	\$36,754,970			\$40,510,993	CMR Selection Process	Non Construction:	\$58,555,000
Construction End Date:	12/31/2032		HOK	9/1/2024	\$500,000	1	\$1,375,000			\$1,875,000	A/E Consultant	Total Project Cost:	\$59,105,000
Phase: Design			Hammes Company Healthcare	7/15/2024	\$1,670,000					\$1,670,000		% funds expended:	6.95%
			KPMG LLP	10/4/2024	\$2,610,000					\$2,610,000		<b>Funding Source</b>	
					Amendments this quarter			Change Orders this quarter			Donor Funds	\$59,105,000	
					None			None			Total Funding	\$59,105,000	

**Saddle Creek Campus Administrative Facility (LB384)**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget		
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$87,565,424
Construction Start:	TBD		McCarthy Building Companies	11/3/2023	\$4,931,348	1	\$72,609,035			\$77,540,383	Developer Led	Non Construction:	\$17,433,576
Construction End Date:	TBD		Leo A Daly	5/26/2023	\$4,278,292					\$4,278,292		Total Project Cost:	\$104,999,000
Phase: Construction					Amendments this quarter			Change Orders this quarter			% funds expended:	19.90%	
					None			None			<b>Funding Source</b>		
											LB 384 & ILP	\$104,999,000	
											Total Funding	\$104,999,000	

**Saddle Creek Campus Public Improvements (ILP)**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget		
Project Approved:	2/11/2022	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$14,699,076
Construction Start:	4/1/2023		Olsson, FHU, Benesch	2/15/2022	\$2,445,947					\$2,445,947	A/E Consultant	Non Construction:	\$5,300,924
Construction End Date:	11/30/2024		Valley Corporation	2/3/2023	\$7,443,526			6	\$6,476,224	\$13,919,750	Low Responsible Bid	Total Project Cost:	\$20,000,000
Phase: Construction					Amendments this quarter			Change Orders this quarter			% funds expended:	86.38%	
					None			None			<b>Funding Source</b>		
											Interlocal	\$20,000,000	
											Total Funding	\$20,000,000	

**Student Housing**

BoR Schedule Dates	Contracts			Original	# of	Total	# of	Total	Current		Approved Budget		
Project Approved:	8/16/2024	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$58,274,982
Construction Start:	TBD		Holland Basham Architects	8/30/2024	\$2,411,916					\$2,411,916	CMR Selection Process	Non Construction:	\$7,213,623
Construction End Date:	10/31/2026		Burlington Capital	10/1/2024	\$1,307,741					\$1,307,741	CMR Selection Process	Total Project Cost:	\$65,488,605
Phase: Design			Hausmann Construction	9/23/2024	\$4,628,040					\$4,628,040	CMR Selection Process	% funds expended:	1.11%
					Amendments this quarter			Change Orders this quarter			<b>Funding Source</b>		
					None			None			ILP	\$65,488,605	
											Total Funding	\$65,942,189	

**University of Nebraska Quarterly Status Report**  
**Board of Regents Approved Capital Construction Projects**

As of December 31, 2024

**OMAHA**

**Durham Science Center LB384 Renovation**

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$29,572,221
Construction Start:	3/15/2022		Clark & Enersen, Inc.	7/19/2021	\$2,075,000			2	\$12,455	\$2,087,455	A/E Consultant	Non Construction:	\$5,427,779
Construction End Date:	4/30/2024	5/13/2024	McCarthy Building	8/17/2021	\$47,000	3	\$28,277,433	10	\$405,124	\$28,729,557	CM at Risk Selection	Total Project Cost:	\$35,000,000
Phase: Closeout													
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			None			State Funds LB384 \$15,000,000		
											Private/Trust \$20,000,000		
											Total Funding \$35,000,000		
											% funds expended:	100%	

**Health and Kinesiology Building LB384 Renovation for REACH**

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$8,000,000
Construction Start:	12/31/2022		RDG Planning & Design	9/6/2022	\$691,991					\$691,991	A/E Consultant	Non Construction:	\$2,000,000
Construction End Date:	8/31/2024	10/27/2024	Boyd Jones Construction	12/12/2022	\$12,500	2	\$7,406,099	1	\$36,624	\$7,455,223	CM at Risk Selection	Total Project Cost:	\$10,000,000
Phase: Warranty													
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			None			State Funds LB384 \$10,000,000		
											Total Funding \$10,000,000		
											% funds expended:	84%	

**Roskens Hall LB384 Renovation for the STEM TRAIL**

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$4,311,400
Construction Start:	11/30/2022		Holland Basham Architects	9/2/2022	\$280,000					\$280,000	A/E Consultant	Non Construction:	\$688,600
Construction End Date:	1/31/2024	5/31/2024	McCarthy Building	12/5/2022	\$20,000	1	\$4,123,808			\$4,143,808	CM at Risk Selection	Total Project Cost:	\$5,000,000
Phase: Warranty													
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			None			State Funds LB384 \$5,000,000		
											% funds expended:	98%	



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Business and Finance****April 11, 2025****AGENDA ITEM:** Extension of the naming rights of Baxter Arena with the current sponsor

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

*This is a report required by Regents' policy.*

**PRESENTERS:** Joanne Li, Chancellor  
Carol A. Kirchner, Vice Chancellor for Business & Finance  
Adrian Dowell, Vice Chancellor and Director of Athletics

**PURPOSE & KEY POINTS**

UNO Athletics seeks to extend the term of the naming of the UNO Community Arena with its current title sponsor, Motor Enterprises LLC (formerly Baxter Chrysler Jeep Inc. "Baxter Auto") to June 30, 2030. The original agreement between the University and Motor Enterprises LLC (formerly Baxter Chrysler Jeep Inc. "Baxter Auto") included a right of first negotiation that granted the company an exclusive ninety-day negotiating period.

Regents Policy 6.2.7(3)(c) provides that a building may be named in honor of a donor who has made a significant financial contribution to the University upon the recommendation of the Chancellor responsible for the facility and the President with approval from the Board of Regents.

With the naming of this facility, the Board of Regents expresses its deepest gratitude and appreciation for the donors' generous support of the University of Nebraska and UNO Athletics.

**BACKGROUND INFORMATION**

The Board of Regents approved the naming of the UNO Community Arena the "Baxter Arena" on June 12, 2015, for the period July 1, 2015, to June 30, 2025.

**RECOMMENDATION**

The Board Chair recommends acceptance of the report.



## BOARD OF REGENTS AGENDA ITEM SUMMARY

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**Executive Committee**

**April 11, 2025**

**AGENDA ITEM:** University of Nebraska: Strategic Plan Pillars and Strategies

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

*This is a report required by Regents' Policy.*

**PRESENTERS:** Dr. Jeffrey P. Gold, President

### **PURPOSE & KEY POINTS**

The University of Nebraska System is developing a comprehensive strategic plan to guide its Odyssey from Excellent to Extraordinary. The Plan's foundational pillars and strategies have been developed collaboratively, with input from campus and community stakeholders throughout Nebraska.

### **BACKGROUND INFORMATION**

The University of Nebraska's new strategic plan will be its first fully integrated system-wide plan. Its foundational pillars and key strategies have been finalized. Each academic and business unit across the University of Nebraska will develop operational initiatives (tactics) designed to outline how each will collaboratively contribute toward achieving success across the five pillars and sixteen corresponding strategies. Accountability metrics, now being finalized, will be embedded under each strategy and operational initiative to help ensure individual units and the University meet its goals. The operational framework will be finalized by June 30, 2025, so that work towards the articulated strategies can commence on July 1<sup>st</sup>.

### **RECOMMENDATION**

The Board Chair recommends acceptance of the report.

UNIVERSITY OF NEBRASKA SYSTEM  
**ODYSSEY TO EXTRAORDINARY**  
FOUNDATIONAL PILLARS & STRATEGIC PRIORITIES



APRIL 2025

*We lead the world in transforming lives and communities to an extraordinary future through our enduring commitment to creating and sharing knowledge, inspiring and nurturing discovery and through forging and sustaining relationships built upon trust.*

*We do this as a University community by building upon our legacy of excellence and our commitment to a future of the extraordinary.*

Metrics: All metrics will be collected, reviewed and transparently distributed quarterly for the University of Nebraska System, each administrative unit, college, institute, center and department.

### **EXTRAORDINARY TEACHING & LEARNING:**

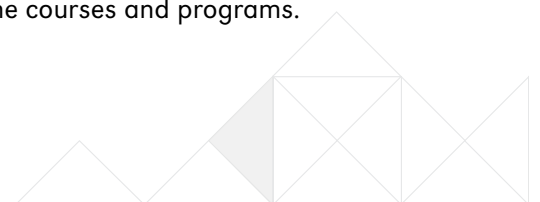
*Establish the University of Nebraska System with all of its educational programs as the most extraordinary learner-centered university with nationally recognized programs and top-tier faculty and staff.*

**Inspiring All Future Learners:** Themes for this strategy include inspiring all learners with multidisciplinary experiential learning/internships, clear paths to graduation, and rethinking ways to create unique and personalized opportunities that create distinctive learning environments that create true student success.

**Supporting Faculty Success:** Themes for this strategy include stimulating innovation by supporting educators, creating a culture of extraordinary scholarship based upon teaching excellence, and implementing new and transformative teaching strategies.

**Curriculum Innovation and Alignment:** Themes for this strategy include reimagining traditional curriculum, pedagogy and assessment strategies (e.g. competency-based curriculum), non-curricular opportunities, high technology skills and incorporating unique workforce readiness into all academic programs.

**Transforming the Learning Environment:** Themes for this strategy include optimizing the most advanced technology to support the learning environment and experiences, enhancing customized student support services, and supporting facility innovation to enhance outcomes across the academic spectrum with focus on key high enrollment and “bottleneck” pipeline courses and programs.



## EXTRAORDINARY RESEARCH & CREATIVE ACTIVITY:

*Establish the University of Nebraska System research and creative activity scope and prominence as widely recognized for extraordinary societal impact as a top tier institution.*

**Building a Common NU Research Identity:** Themes for this strategy include the identification and growth of specific top-tier, highly impactful federally funded research programs. Example NU strategies might be to focus on identifying and configuring such programs into optimal structural units (such as a “Human Performance”, “National Security”, “Digital Agriculture”, “Economic Development”, “Environmental Health”, etc.) and ramping up these programs so as to improve metrics for federal, state and private research expenditures yielding continuous growth and productivity in each designated area of excellence.

**Internal Programmatic Growth and Alignment:** Themes for this strategy include providing an integrated infrastructure that supports research and innovation (including personnel, facilities and advanced technology), setting measurable goals, creating cross-campus/integrated research collaborations, and creating avenues to foster talent and attract top-tier researchers.

**External Collaborative Growth and Alignment:** Themes for this strategy include building sustainable programs between private sectors and NU, supporting pathways for accelerating innovation, technology transfer and commercialization, building frameworks across campuses, disciplines and external organizations by setting measurable goals for national rankings.

## EXTRAORDINARY PARTNERSHIPS & ENGAGEMENT:

*Establish the University of Nebraska System and our engagement partners as having the highest-quality and impact that are recognized for extraordinary rural and urban outcomes.*

**Partnerships & Alignment Across NU:** Themes for this strategy include supporting sustainable collaborations and partnerships across all campuses and disciplines within the educational, research and service missions, using policy, technology, finances and incentives to eliminate silos and bridge existing and future gaps.

**Partnerships Across Nebraska:** Themes for this strategy include partnerships that create new and stronger opportunities for students, faculty and staff that provide community impact, expand P-12, agricultural, health care, military and industry collaborations that lead to overall betterment and growth of all populations within the state.

**Partnerships Beyond Nebraska:** Themes for this strategy include fostering partnerships such as with alumni, businesses, agriculture, health care, military and public sector networks, including with private with national/global leaders to forge new and stronger relationships that support quality of life, economic development and allow NU to create future mission driven opportunities.



## EXTRAORDINARY CULTURE & ENVIRONMENT:

*Establish the University of Nebraska System campuses, across all their missions, as having an extraordinarily vibrant and engaging culture in environments that are safe, welcoming.*

**Defining a Distinctive Culture:** Themes for this strategy include creating a unified, defined and distinctive culture across our 500-mile-wide NU campuses and our myriad of statewide partnership sites. The themes focused on arts and culture, supportive workspaces, engagement, belonging, communication, technology and thriving campus student and employee communities.

**Campus Safety and Security:** Themes for this strategy include creating, rehearsing and continuously strengthening of integrated system wide safety plans with focus on advanced technology applied to incident prevention, early awareness, communications, management and recovery.

**Workplace Quality and Experience:** Themes for this strategy include creating an attractive workplace experience that provides exceptional benefits, health and wellness, professional development, and personal support.

## EXTRAORDINARY STEWARDSHIP & EFFECTIVENESS:

*Establish the University of Nebraska System as an extraordinarily effective, efficient, and sustainable organization for planning and implementation of all mission-driven goals.*

**Creating Sustainable Value, Effectiveness and Efficiency:** Themes for this strategy include creating value by identification and evaluation of structures, systems, processes, and areas that are redundant or inefficient, raising an awareness of these issues, then eliminating redundancy and inefficiency where possible across the system.

**Data Driven Decisions and Related Communication:** Themes for this strategy include using data and proactive communication to support decision-making to align financial, facility and human resources with strategic academic priorities and by eliminating unnecessary campus and program separations to streamline and improve efficiency.

**Driving Value from Fiscal Responsibility and Stewardship:** Themes for this strategy include the efficient use of resources and committing to sustainability, including performance-based quality and productivity outcomes driven budget models that create incentives for extraordinary performance of individuals and programs across the system that focus on access, affordability and academic excellence.



Lincoln, Nebraska  
February 25, 2025

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 special meeting held by the Board of Regents of the University of Nebraska on February 25, 2025 at 10:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. The special 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 12).

The nature of the business for this emergency meeting was to introduce for review certain Regent's Policies and Bylaws of the University of Nebraska System, and take preliminary action where necessary with respect to recent Department of Education guidance and executive orders.

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 February 24, 2025.

Regents present:

Timothy Clare (joined at 10:09 a.m.)  
Paul Kenney, Chair  
Elizabeth O'Connor  
Robert Schafer  
Jim Scheer, Vice Chair  
Jack Stark  
Barbara Weitz  
Kathy Wilmot  
Sam Schroeder, University of Nebraska-Kearney  
Elizabeth Herbin, University of Nebraska-Lincoln  
Ishani Adidam, University of Nebraska-Omaha

Regents absent:

Pranita Devaraju, UNMC

University officials present:

Jeffrey P. Gold, President  
David Jackson, Interim Executive Vice President and Provost  
Katie Hoffman, Corporation Secretary  
Charles Bicek, Interim Chancellor University of Nebraska at Kearney  
Rodney D. Bennett, Chancellor, University of Nebraska-Lincoln  
Dele H. Davies, Interim Chancellor, University of Nebraska Medical Center  
Joanne Li, Chancellor, University of Nebraska at Omaha  
Anne Barnes, Interim Vice President and Chief Financial Officer  
Bren Chambers, Interim Vice President and General Counsel  
Chris Kratochvil, Interim Vice President for External Relations



Not present:  
Michael J. Boehm, Vice President for Agriculture and Natural Resources

**I. CALL TO ORDER**

**II. ROLL CALL**

The Board convened at 10:00 a.m. Attendance is indicated above.

**III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON FEBRUARY 7, 2025**

Motion Moved by Scheer and seconded by Wilmot to approve the minutes and ratify the actions of the meetings on February 7, 2025.

Action Student Opinion: Voting Aye: Herbin, Schroeder, and Adidam. Voting Aye: Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, and Wilmot. Motion carried.

**IV. PRESIDENT'S REMARKS**

President Gold shared an update on the University, discussed the University's continuing mission and the challenges the University is currently facing. He then addressed some potential changes that will need to be considered to certain Regent's Policies and Bylaws of the University of Nebraska.

**V. PUBLIC COMMENT**

Ted Hamann addressed the Board regarding the closure of Project RAÍCES.

Crystal Garcia addressed the Board regarding the Dear Colleague Letter.

Elizabeth Niehaus addressed the Board regarding potential amendments to the Regents Policies and Bylaws.

Stephanie Bondi addressed the Board regarding DEI Benefits.

Deryl Hatch-Tocaimaza addressed the Board regarding potential amendments to the Bylaws.

Birdie Ganz addressed the Board regarding the Dear Colleague Letter.

**VI. UNIVERSITY ADMINISTRATIVE AGENDA**

**A. FOR INFORMATION ONLY**

1. Amendments to Regents' Policies RP-3.1.3, RP-5.2.1, RP-5.7.4, RP-5.8.4, Addendum VI-A-1
2. Updates to Section 3.0 of the Bylaws of the Board of Regents of the University of Nebraska, Addendum VI-A-2

**VII. ADJOURNMENT**

There being no further business, the meeting was adjourned by Chair Kenney at 10:30 a.m.

Respectfully submitted,

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Katie Hoffman  
Corporation Secretary

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Paul Kenney  
Chair of the Board



### NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will hold a special meeting in a publicly convened session on Tuesday, February 25, 2025 at 10:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

The business to be conducted by the Board of Regents at such special meeting will be to review certain Regent's Policies and Bylaws of the University of Nebraska System, and take preliminary action where necessary with respect to recent Department of Education guidance and executive orders.

Members of the public wishing to address the Board with respect to items on the Agenda 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 on items not on the Agenda shall contact the Corporation Secretary at (402) 472-3906 or corpsec@nebraska.edu no later than 9:00 a.m. Tuesday, February 25, 2025.

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: February 24, 2025

Katie Hoffman, Corporation Secretary  
Board of Regents of the University of Nebraska



Office of the Corporation Secretary  
Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906  
nebraska.edu